



2731 12<sup>th</sup> Avenue South  
Fargo, ND 58103  
Office (701) 237-3369  
Fax (701) 365-0088  
www.cbmgfm.com

## ACCOMMODATION AGREEMENT FOR SERVICE/THERAPY ANIMAL

CBP Management has agreed to accommodate your request to have a service animal for the medical necessity. You must submit all required forms and documentation prior to allowing an animal in your apartment. All terms of this agreement remain in effect should your lease with CBP Management expire and is on a month-to-month basis.

CBP Management is released from all liability of personal damage to all and any individual upon injury from said animal. Upon signing this agreement, those listed with signatures are solely responsible upon the event of any and all personal injury to any individual, whether a fellow tenant or non-tenant, that is in result from contact with said animal.

CBP Management is released from all liability of damage to personal and public property as a result from any and all actions of said animal. Upon signing this agreement, those listed with signatures are solely responsible upon the event of any and all damage to any and all personal and public property as a result from any and all actions of said animal.

CBP Management is released from all liability of damage to any property of CBP Management, included but not limited to: any interior structure, woodwork of any kind, blinds, doors, flooring of any kind, walls, any exterior structure, sidewalk, stairs/steps, grass, shrubbery/bushes, trees. Upon signing this agreement, those listed with signatures are solely responsible upon the event of any and all damages to any and all CBP Management property as a result from any and all actions of said animal.

Initial:

- \_\_\_\_\_ \*At no time should animals be unattended in the Common Areas of the building.
- \_\_\_\_\_ \*Animals are not to walk on carpet in the Common Areas, they must be carried.
- \_\_\_\_\_ \*Outside all animals must be leashed with tenant holding the leash at ALL times.
- \_\_\_\_\_ \*Animals cannot be tied outside for any amount of time.
- \_\_\_\_\_ \*All animals are to be walked off-site for bathroom needs.

### **Cats:**

- \*Must be declawed and spayed/neutered- must have documentation from a Veterinarian.
- \*Litter boxes must be cleaned on a regular basis and maintained in such a fashion to prevent odor/waste in the unit.
- \*Tenant will be held financially responsible for damages, included but not limited to: carpet, wood work, blinds, etc.
- \*Tenant will be held financially responsible for replacement of any landscape which has been damage from said animal, such as urine damage to sod and any digging damage.
- \*Upon vacating your apartment, carpet cleaning must include deodorizing and spot cleaning, which must be itemized on the paid receipt.
- \*Tenant must have renter's insurance so long as the animal is in the unit.

**Continued on back...**

**Dogs:**

- \*Must have all required shots/vaccinations per North Dakota law- you must submit documentation from a Veterinarian proving these requirements.
- \*Must be spayed or neutered-must have documentation from a Veterinarian.
- \*Must be potty trained
- \*Dogs cannot be left unattended in the apartment for long periods of time. If you work outside the home, the dog must be taken to an offsite facility, you are solely responsible for any costs relating to this matter.
- \*Dogs must stay relatively quite as not to disturb your neighbors with any barking or noises.
- \*You are solely required to pick up after your dog, including feces. Dispose of this properly in the dumpsters.
- \*Tenant will be held financially responsible for damages, included but not limited to: carpet, wood work, blinds, etc.
- \*Tenant will be held financially responsible for replacement of any landscape which has been damaged from said animal, such as urine damage to sod and any digging damage.
- \*Upon vacating your apartment, carpet cleaning must include deodorizing and spot cleaning, which must be itemized on the paid receipt.
- \*Tenant must have renter's insurance so long as the animal is in the unit.

Address \_\_\_\_\_ Unit # \_\_\_\_\_

Animal Type and Breed: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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**\*Office Use Only\***

**Required Documentation Received**

**Vaccinations:** \_\_\_\_\_

**Declawed/Neutered/Spayed:** \_\_\_\_\_

**Renter's Insurance:** \_\_\_\_\_

**Psychiatrist/Psychologist:** \_\_\_\_\_



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**THIS FORM IS TO BE COMPLETED BY A QUALIFIED PROFESSIONAL  
SPECIALIZING IN THE AREA OF THE MEDICAL CONDITION.**

**Please provide the following information concerning the below patient's request for an assistance animal.**

1. Provider's name, phone number, credentials, and clinic affiliation.
2. What is your area of specialty?
3. Is your patient disabled?
4. If the disability involves depression or some other mental impairment, does the patient meet the criteria for that diagnosis under the Diagnostic and Statistical Manual, Fourth Edition Revised?
5. In your opinion, is the assistance animal necessary? If so please describe the link between the medical diagnosis and the assistance animal requested.
6. Is the assistance animal necessary if the patient has others living with them in the rental unit?
7. Are there any other medical options that will serve the same purpose as the assistance animal?

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Provider

\_\_\_\_\_  
Name of Patient

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Patient Address

\_\_\_\_\_  
Provider Address

\_\_\_\_\_  
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\_\_\_\_\_



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## REASONABLE ACCOMODATION AGREEMENT

This Reasonable Accommodation Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between CBP Management, Landlord, and \_\_\_\_\_ hereinafter "Resident(s)".

### RECITALS

WHEREAS, as a result of a medical condition that substantially limits one or more of Resident's major live activities, Resident has requested of CBP Management that Resident be allowed to have an assistance animal on the premises located at \_\_\_\_\_.

WHEREAS, Resident believe there is a connection between the Resident's disability and the Resident's need for the animal for assistance purposes.

WHEREAS, Resident has furnished medical verification of that need.

WHEREAS, Landlord is willing to provide a reasonable accommodation to Resident in allowing an animal in this unit because of, and during, the Resident's disability so long as Resident follows the terms and conditions stated herein.

WHEREAS, Landlord reserves the right to deny the presence of certain animals for health, safety or liability reasons.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Resident shall be allowed to have one animal for assistance purposes in the resident's apartment unit at \_\_\_\_\_. The animal that has been approved by Landlord is described as follows: \_\_\_\_\_.  
(Animal Type, Breed, Male or Female)

No other animals will be allowed.

2. The animal must be licensed yearly or as required by city ordinance and Resident must show proof of current rabies and distemper booster inoculations.

3. Vicious and/or intimidating animals will not be allowed. If landlord believes that Resident's animal will pose a threat to the health or safety of others or will cause substantial damage to Landlord's property, the animal will have to be immediately removed.

4. The animal must be spayed or neutered unless a veterinarian certifies that health problems prevent the animal from being spayed or neutered. All animals must wear identification tags at all times.

5. Except for waste elimination purposes, the animal shall remain inside the resident's unit. No animals shall be permitted to be loose in hallways, lobby areas, laundry, yards, or other common areas of the facility.

6. When taken outside, the animal must be kept on a leash and controlled by an adult.

7. Resident shall not permit the animal to disturb, interfere with, or diminish the peaceful enjoyment of other residents.

8. Resident is solely responsible for cleaning up animal waste, if any, outside the unit and on facility grounds and Resident will coordinate with Landlord on an acceptable location for the animal to

eliminate its waste. Resident is responsible for properly disposing of animal waste in the garbage dumpsters.

9. Resident shall take adequate precautions and measures necessary to eliminate animal odors within or around the unit and shall maintain the unit in a sanitary condition at all times.

10. Resident shall not leave the animal unattended for a period of 24 hours or more.

11. Resident shall not alter the unit in any way, shape or form in order to create an enclosure for the animal.

12. Resident is responsible for all damages caused by the animal, including, but not limited to, the cost of cleaning of carpets and draperies and/or fumigation of the unit. Resident shall reimburse Landlord for repair bills within 30 days of invoice from Landlord.

13. Resident shall be required to maintain renter's insurance at all times so long as the assistance animal is in the Resident's unit. Resident shall furnish a certificate reflecting that renter's insurance at the time the animal is obtained. Resident shall indemnify and hold Landlord and Owner harmless from any claims, causes of action, actions, damages, attorney's fees, costs or expenses of any nature incurred as a result of Resident's keeping of the animal in the unit.

14. Landlord has the right to periodically inspect the unit for cleanliness/safety upon reasonable notice (8-12 hours)

15. In the event that Resident's medical condition improves to the extent that the animal is no longer necessary for assistance purposes, Landlord reserves the right to request that the animal be removed.

16. Resident understands and acknowledges that failure to comply with any of the terms of this Agreement could result in the termination of tenancy or eviction.

LANDLORD SIGNATURE

\_\_\_\_\_

DATE \_\_\_\_\_

RESIDENT(S) SIGNATURE

\_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_