

THE POLK COUNTY HOUSING AUTHORITY

ASSISTANCE ANIMAL AGREEMENT

This Assistance Animal Agreement, when executed, becomes an attachment to the Dwelling Lease between the resident and the Polk County Housing Authority.

I, _____, certify that:

I have read and received an explanation and understand the Provisions of the Assistance Animal Policy and rules of the Polk County Housing Authority and agree to comply fully with stipulated provisions;

I understand that violation of these rules may constitute cause for the removal of my animal from the premises, and/or termination of my tenancy; and I accept complete responsibility for the care and cleaning of the animal and my Dwelling Unit # _____.

When required by the Polk County Housing Authority to remove my animal from the premises, for cause, I agree to accomplish this removal and understand that failure to do so may constitute cause for the initiation of an eviction proceeding.

In the event I want to substitute the animal, or if the animal is removed from the unit, or if I add another animal, I realize I will have to reapply for approval of the new assistance animal

I further understand the terms of hold harmless and indemnification to include, but not limited to:

Each family of the dwelling unit shall hold harmless, and indemnify against injury and damage to the Polk County Housing Authority, its representatives, agents, employees and contractors from any of the following:

a. Loss/Injury to an Assistance Animal: The PCHA shall not be responsible for the loss or expiration of the life of any animal. During a housing authority unit examination, each and every animal shall be maintained in a cage or locked in a room during the inspection or work period.

b. Loss/Injury by an Assistance Animal: If any other person is harmed or is caused to be harmed by the actions of any animal, the owner/applicant of the animal shall indemnify the Housing authority, it's representatives, agents, employees and contractors from any and all liability, court costs, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the Polk County Housing Authority against claims for injuries to persons or property on the premises.

NAME OF RESIDENT (print): _____

ADDRESS (DWELLING UNIT #): _____

COMPLEX NAME: _____

SIGNATURE AND DATE: _____ / _____

THE ABOVE NAMED HAS READ, UNDERSTOOD, AND SIGNED THESE RULES IN MY PRESENCE:

WITNESS: NAME: _____

ADDRESS: _____

SIGNATURE AND DATE: _____ / _____

EXECUTIVE DIRECTOR OR DESIGNEE: _____ / _____

THE POLK COUNTY HOUSING AUTHORITY
509 South Morrow Street
Mena, AR 71953

APPLICATION TO HAVE AN ASSISTANCE ANIMAL

1. Resident: _____
2. Dwelling Unit #: _____ Complex Name: _____
3. Date of Current Dwelling Lease: _____
4. Description of Assistance Animal: _____
Type of Assistance Animal _____ Breed: _____ Color: _____
Weight: _____ Estimated Weight & Height at maturity: _____ / _____
Aquarium size (If applicable): _____, Type of fish (If applicable): _____
5. Name and address of veterinarian: _____

License number: _____
6. If dog or cat - date of neutering or spaying: _____, _____
7. Has your assistance animal lived in rental housing before? / / Yes, / / No. If yes, name and phone number of landlord:

8. Has your assistance animal ever bitten or injured anyone? If so, describe the incident: _____

This application must be completed and returned when application is made for the keeping of an assistance animal at the PCHA, along with two (2) affidavits of Assistance Animal Owner's Emergency Absence Agreement. Each must be signed and witnessed by two (2) separate people who are willing to immediately care, and be responsible for; your animal in the event of your absence.

Each resident of the dwelling unit shall hold harmless and indemnify the PCHA, its representatives, agents, employees and contractors from any of the following:

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A COLOR PHOTO OF THE ASSISTANCE ANIMAL MUST BE PROVIDED WHEN THIS APPLICATION IS TURNED IN FOR APPROVAL.

A Veterinarian's Certificate must also be completed by a veterinarian and returned with this application.

THIS IS TO CERTIFY THAT ALL INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND I HAVE READ THE ASSISTANCE ANIMAL POLICY CONTAINING RULES AND REGULATIONS AND FULLY UNDERSTAND THIS CONTRACT. I ACCEPT ALL FINANCIAL RESPONSIBILITY FOR MY ANIMAL INCLUDED IN THESE RULES AND REGULATIONS AND ANY/ALL DAMAGES/INJURIES THAT MAY OCCUR BECAUSE OF MY ASSISTANCE ANIMAL.

RESIDENT'S SIGNATURE: _____ DATE: _____

APPROVED BY: _____ DATE: _____

The Polk County Housing Authority
509 South Morrow Street
Mena, AR 71953

ASSISTANCE ANIMAL OWNER'S EMERGENCY ABSENCE AGREEMENT

I, _____
(Non-Resident)

will assume immediate and all responsibility for the assistant animal of _____
(Resident's name)

who resides at: _____
(Dwelling Unit Number and Street Name)

should an emergency require his/her absence from his/her unit. I also hereby agree to remove the animal from Resident's premises in order to properly care for the animal. As the guardian of the animal in the owner's absence, I shall hold harmless and indemnify the Polk County Housing Authority, its representatives, agents, employees and contractors from any of the following:

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NAME: _____ SIGNATURE: _____
(Print Name)

ADDRESS: _____
(Street Address, City, State and Zip Code)

PHONE NUMBER: _____ / _____
(Daytime Hours) (Night Time Hours)

"I/We, the undersigned, certify under penalty of perjury that the information provided here is true and correct, to the best of my knowledge and recollection. WARNING: Anyone who knowingly submits a false claim or knowingly makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. 287,1001, 1010, 1012; 31 U.S.C. 3279, 3802)"

Signed this _____ Day of (Month/Year) _____

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NAME: _____ SIGNATURE: _____
(Print Name)

ADDRESS: _____
(Street Address, City, State and Zip Code)

PHONE NUMBER: _____ / _____
(Daytime Hours) (Night Time Hours)

"I/We, the undersigned, certify under penalty of perjury that the information provided here is true and correct, to the best of my knowledge and recollection. WARNING: Anyone who knowingly submits a false claim or knowingly makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. 287,1001, 1010, 1012; 31 U.S.C. 3279, 3802)"

Signed this _____ Day of (Month/Year) _____