



SERVICE/SUPPORT ANIMAL PET ADDENDUM
Hawaii Association of REALTORS® Standard Form
Revised 12/17 (NC) For Release 5/20



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~~This form is not for use in connection with service animals or other classification of animals.~~

This Service/Support Animal Pet Addendum is made a part of the Rental Agreement dated:

Property Reference or Address: _____

Service/Support Animal Approved for tenant (Name of Tenant) _____

Under the Fair Housing Act (FHA), there are two types of assistance animals: (1) Service animals, and (2) Support animals.

Service Animals: Under the Americans with Disabilities Act (ADA), service animal is defined as any dog or small horse that is individually **trained** to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. If the individual identifies at least one action the animal is trained to perform, which is helpful to the individual, the animal is considered a service animal and the Landlord should not make further inquiries. If the disability is apparent, **NO** documentation is required.

Support Animals: A support animal is one that might not be trained, but does provide assistance and/or therapeutic emotional support for individuals with a disability. The animal must be a commonly kept household animal such as a dog, cat, small bird, rabbit, mouse, rat, fish, turtle or other small domesticated animal for which a reasonable accommodation may be required.

<u>NAME OF SUPPORT ANIMAL TYPE</u>	<u>BREED</u>	<u>AGE</u>	<u>WEIGHT</u>	<u>COLOR</u>

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A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy a dwelling.

If the tenant has a disability and disability-related need for an accommodation that is not obvious or otherwise known, the tenant must request a reasonable accommodation (oral or written) for an assistance animal and a landlord may request reliable documentation. Landlords are not entitled to know an individual's diagnosis. Supporting documentation often consists of information from a licensed health care professional – e.g., physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse. A relationship or connection between the disability and the need for the assistance animal must be provided. If the tenant submits proper documentation to support the reasonable accommodation, the Landlord under FHA must allow the animal.

Act 217 of the Hawaii Revised Statutes states that fraudulent documentation or misrepresentation regarding a Service/Support animal can result in Civil Penalties and/or significant fines.

A tenant cannot be charged a higher security deposit, higher monthly rent, or be required to obtain liability insurance for a service/support animal. However, the tenant can be held accountable for any damage (interior or exterior), and must comply with established policies regarding maintenance, noise or any other reasonable restriction of the property. The tenant must leave the housing accommodation in the condition it was prior to the tenant's occupancy (except for reasonable wear and tear).

Hawaii Civil Rights Commission allows for housing providers to establish reasonable restrictions on the use of an assistance animal. These reasonable restrictions are as follows:

Landlords may establish reasonable restrictions on the use of an assistance animal. Examples are:

1. Observing applicable state and county laws, including leash and pick-up laws;
2. Observing applicable association regulations – except where conflicting with FHA mandates;

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TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE

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- 3. ~~Assuming responsibility for any damage caused by the animal;~~
- 4. ~~Having the dwelling cleaned upon vacating, by fumigation, deodorizing, professional carpet cleaning, or other appropriate methods, at tenant's expense;~~
- 5. ~~Cleaning up of the animal's waste;~~
- 6. ~~Having the animal licensed with the county, if required;~~
- 7. ~~Having the animal vaccinated, with documentation of vaccinations;~~
- 8. ~~Having the animal under the control of its handler, by use of a harness, leash, tether, cage or other physical control. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the animal provides, the landlord may require that the animal be otherwise under the control of its handler, by voice control, signals, or other effective means.~~
- 4. ~~Having the animal meet minimum sanitary standards.~~ 4. ~~Tenant has been granted permission by the Landlord to keep only the pet(s) specified above under the following terms and conditions:~~
- 9. _____

- a. ~~Tenant shall maintain control and management of pet(s) at all times.~~
- b. ~~Tenant shall comply with all governmental rules and laws as well as house rules, by laws, declarations or any other rules pertaining to pets.~~
- c. ~~Any and all damages to the Unit caused by pet will be the full responsibility of the Tenant. Tenant is required to return the Unit to its original condition at no cost or expense to Landlord. All repairs must be done by the end of the rental term.~~
- d. ~~Tenant shall maintain Unit free of fleas, ticks, mites or any other pet related pests during occupancy. It is also understood and agreed that Tenant will have the Unit and grounds (if any) treated for all pet related pests by a licensed pest control company prior to the end of rental term, after all pets have been removed from the Unit.~~
- e. ~~Tenant will provide adequate and regular veterinary care of pet(s), ample food and water, and will not leave pet(s) unattended for an unreasonable length of time. Tenant will diligently maintain cleanliness of litter pans as well as sleeping and feeding areas. Tenant agrees to keep the interior and exterior of the Unit clear of urine and feces at all times.~~
- f. ~~It is further understood and agreed that if efforts to contact the Tenant are unsuccessful, the Landlord or the Landlord's agents may enter Tenant's Unit if there is reasonable cause to believe an emergency situation exists with respect to the pet(s). Examples of an emergency situation include abuse, abandonment, aggressive behavior or any prolonged disturbance. In such situations the Landlord is authorized to put the pet out to board. Any and all costs incurred will be the sole responsibility of the Tenant.~~
- g. ~~Tenant shall indemnify and hold harmless, Landlord, Owner, Brokerage Firm and all of their agents against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by Tenant's pet(s).~~
- [] h. ~~Tenant is required to carry liability insurance that names Landlord, Owner, Brokerage Firm and agents as additional insureds against any and all claims arising from or associated with the Tenant's pet(s). Tenant shall provide Landlord a current certificate of insurance showing a minimum liability coverage of \$_____. If policy is cancelled during the rental term for any reason, Landlord reserves the right to purchase new policy at Tenant's expense or have the pet(s) removed and/or terminate the Rental Agreement.~~
- i. ~~The Tenant shall not allow breeding or birthing of pet(s) in the Unit.~~

2. SPECIAL TERMS: (Please Number) _____

_____	_____	_____
Date	Tenant Signature	Name (print or type)
_____	_____	_____
Date	Tenant Signature	Name (print or type)
_____	_____	_____
Date	Landlord Signature	Name (print or type)
_____	_____	_____
Date	Landlord Signature	Name (print or type)



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NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

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