



SERVICE/SUPPORT ANIMAL ADDENDUM
Hawaii Association of REALTORS® Standard Form
Revised For Release



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This Service/Support Animal 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.

NAME OF SUPPORT ANIMAL	BREED	AGE	WEIGHT	COLOR

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:

1. Observing applicable state and county laws, including leash and pick-up laws;
2. Observing applicable association regulations – except where conflicting with FHA mandates;
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.
9. Having the animal meet minimum sanitary standards.

TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE



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)

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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TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE