

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. THIS DOCUMENT HAS BEEN REVIEWED BY GAST JOHNSON AND MUFFLY PC FOR MOUNTAIN-N-PLAINS, INC.**

## ESA Addendum

This Addendum is part of the attached Lease (“Lease”) between Mountain-n-Plains Real Estate Services, Inc., a Colorado corporation (“Agent”) and \_\_\_\_\_, hereinafter referred to as “**Resident**”, residing at \_\_\_\_\_, and amends the Lease as follows:

*Upon both: (i) the Resident’s delivery of certain necessary Documentation; and (ii) the Resident’s written acknowledgement of this policy and continuing compliance with the Resident’s Responsibilities, as described more fully below, a Resident is permitted to keep an Emotional Support Animal in the rental unit leased by Resident from Landlord notwithstanding any other limitations contained in the lease agreement between the parties.*

### I. DEFINITIONS.

- a. “Disability” shall have the meaning provided by applicable law, but in general refers to a physical or mental condition or impairment that is medically cognizable, diagnosable, and substantially limits one or more of a person’s major life activities.
- b. “Service Animal” refers to a dog or miniature horse utilized to accommodate a Disability and which has the following characteristics: (i) the animal has been individually trained to do work or perform tasks for the benefit of an individual with a qualifying Disability; and (ii) the animal’s abilities and skills are directly related to the individual’s Disability. Tasks performed by Service Animals include, without limitation, guiding persons with vision impairments; providing alerts for persons with hearing impairments; providing minimal protection or rescue tasks; pulling or guiding a wheelchair; or fetching or retrieving items. Service animals have documented training and certifications.
- c. “Emotional Support Animal” refers to an animal that, as determined in accordance with applicable law, is necessary to permit a person with a qualifying Disability to use and enjoy a housing unit. An Emotional Support Animal is an accommodation that provides emotional support, calming, stability, physical support or other assistance. Under the Americans with Disabilities Act, however, an Emotional Support Animal does not perform the tasks that would qualify it as a Service Animal, and unlike a Service Animal, an Emotional Support Animal does not assist a person having a Disability with activities of daily living, nor does it accompany a person with a Disability at all times.
- d. “Pet” refers to an animal kept for ordinary use and companionship. A Pet is not considered to be a Service Animal or an Emotional Support Animal, and therefore, Pets are not covered by this policy. Whether or not Pets are permitted in any Landlord rental unit is determined by the owner of the unit, and will be specified in the applicable Lease agreement with Resident(s).

II. REQUIRED DOCUMENTATION.

Before an Emotional Support Animal can be brought into a rental unit managed by Landlord, the Resident must supply the following documentation:

- a. Written verification of a qualifying Disability on the part of Resident and of a currently-in-force recommendation that an Emotional Support Animal is a necessary accommodation for Resident's use and enjoyment of the housing leased from Landlord. The Verification shall: (i) be from a qualified health care provider familiar with the Resident's condition based on examination and assessment of Resident; (ii) state an opinion the condition qualifies as a Disability under federal law (the specific condition / private health information of Resident should not be stated); (iii) include the provider's recommendation that an Emotional Support Animal is a necessary accommodation for use and enjoyment of housing; and (iv) state the duration of the recommendation and when reassessment will be conducted.
- b. Copies of records of License & Registration if required by local law for the type of animal.
- c. Copies of records of all up-to-date Vaccinations required by law.
- d. Copies of a veterinarian's written verification the animal has a clean bill of health.
- e. A clear color photograph of the animal.
- f. A copy of this Policy signed in ink by Resident(s), with each paragraph on page 2 initialed by Resident.

II. RESIDENT RESPONSIBILITIES CONCERNING EMOTIONAL SUPPORT ANIMALS.

The keeping of an Emotional Support Animal is subject to Resident's compliance with all of the following:

Licensing and Local Ordinances: Resident is responsible for and shall maintain the required licensing and registration, and shall at all times comply with the federal, state and local laws and ordinances applicable to the type of animal kept as an Emotional Support Animal.

\_\_\_\_\_  
Initials

Vaccinations / Health: The Emotional Support Animal must be immunized against disease common to that type of animal, with revaccination timely obtained as required by law. The Animal must wear any vaccination tags required by local ordinance. The Resident must at all times keep the Emotional Support Animal fed, healthy, clean and free of disease, parasites, pests, or other pathogens.

\_\_\_\_\_  
Initials

Care and Supervision: The care and supervision of the Emotional Support Animal is the sole responsibility of the Resident who benefits from the animal's use. The Resident is required to maintain control of the animal at all times. The Emotional Support Animal must not be left alone overnight or for extended periods of time. It must not be left outside unattended.

\_\_\_\_\_  
Initials

Alternate Caregiver: Resident must provide Landlord with the name and contact information for an alternate caregiver. This information will be used in case of an emergency, or if the Resident who benefits from the Emotional Support Animal becomes unable or unwilling to provide adequate care for the animal. Landlord assumes no responsibility, and shall have no liability, whatsoever, for the care of a Resident's Emotional Support Animal.

\_\_\_\_\_  
Initials

Leash: If the Emotional Support Animal is brought outside of the rental housing unit, it must be on a leash, harness, tether or other restraint at all times, unless the Resident is physically unable to handle or operate such a restraint due to a Disability, in which

\_\_\_\_\_  
Initials

case, the animal must be under an alternative form of control (e.g., voice control or signals).

Aggressive / Disruptive / Dangerous Behavior: Resident is responsible for preventing the Emotional Service Animal from engaging in aggressive, disruptive, or other dangerous behaviors. Resident shall prevent the animal from being consistently unruly or disruptive (e.g., extensive barking, growling, howling, or whining), from engaging in any instance of biting, from repeatedly escaping to run free, or from exhibiting or displaying any other types of vicious, aggressive, or dangerous behavior.

\_\_\_\_\_  
Initials

Cleanliness. Resident is responsible for cleaning up all waste produced by the Emotional Support Animal, and shall promptly remove, without limitation, all feces, urine, vomit, and any shed skin or fur. Resident shall also appropriately housetrain the Emotional Support Animal so that animal waste does not cause damage or unsanitary conditions at the housing unit.

\_\_\_\_\_  
Initials

Damage / Claims. The Resident who benefits from the Emotional Support Animal shall be solely responsible, legally and financially, for any and all damage to persons or property caused by their animal, including damage to the housing unit or any other property, and harm or injury to any person(s). Resident shall indemnify and hold harmless Landlord from and against any third-party claims arising out of or related to the Resident's keeping of an Emotional Support Animal, including claims based on any type of harm, damage or injury.

\_\_\_\_\_  
Initials

**Resident acknowledges and agrees to Landlord's Policy concerning Emotional Support Animals. Resident agrees that before bringing an Emotional Support Animal to the Unit, Resident must supply the Documentation required above, and Resident agree to abide by all of the Resident Responsibilities described in this document. Resident acknowledges material violation of the Resident Responsibilities may result in Landlord's pursuit of all available remedies permitted by law, including without limitation, a requirement to remove a dangerous, disruptive, aggressive, unlicensed, unhealthy, or unsupervised Emotional Support Animal, and/or the possibility of eviction proceedings.**

**All other terms and conditions of the original lease shall remain the same unless otherwise noted.**

Mountain-n-Plains, Inc., a Colorado corporation,  
as Agent for the Owner

Resident:

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_