

EXHIBIT "H"

Casa del Maestro PET POLICY

ALLOWABLE PETS

Subject to the requirements of the Lease and this Pet Policy (referred to herein as "Policy"), Tenants will be permitted to have up to **two (2)** of the following **pets** at Leased Premises:

- (1) Fish in **one (1)** aquarium not to exceed **twenty-five (25)** gallons; or
- (2) cat; or
- (3) non-venomous snake, lizard, turtle, or other reptile in a terrarium not to exceed **twenty-five (25)** gallons.
- (4) dog not to exceed **forty (40)** pounds.

This Policy shall not apply to service animals or emotional support animals, as defined by state and federal law, which are subject to Landlord's Assistance Animal Policy.

Vicious or potentially dangerous dogs, as defined in section B31-1 of the Santa Clara County Municipal Code, shall not be permitted on the Leased Premises.

PET DEPOSIT & PET FEE

A Five Hundred Dollar **(\$500)** refundable pet deposit ("Pet Deposit") shall be paid to Landlord for each pet at least ten (10) days prior to bringing any pet to the Leased Premises. Tenant shall also be required to pay a nonrefundable pet fee ("Pet Fee") of **fifty dollars (\$50)** per month for each pet, which shall be due and payable with Tenant's monthly Rent.

Tenant shall be solely responsible for any cost to replace or repair damaged property caused by Tenant's pet(s). Landlord shall first use Tenant's Pet Deposit to cover costs to repair or replace damaged property. The Pet Deposit shall be subject to Section 4 of the Lease, and Landlord may apply the Pet Deposit in the same manner as the Security Deposit. Tenant shall be invoiced for all damages and costs that exceed the Pet Deposit and Security Deposit. Tenant must provide payment to Landlord within thirty (30) days of the issuance of an invoice for costs.

The refundable Pet Deposit for pets shall remain with the Landlord until Tenant vacates the Leased Premises. Any remaining Pet Deposit shall be returned to Tenant in accordance with Section 4 of the Lease.

REQUIREMENTS

1. Tenant shall provide Landlord the following documents at least ten (10) days prior to bringing any pet to the Leased Premises:
 - (a) Proof of all required vaccinations required by state and federal law, and local ordinances.
 - (b) All dogs and cats must be spayed or neutered at the appropriate age. Proof of spay/neuter certification is required.
 - (c) For dogs, proof that the dog is licensed with Santa Clara County.
 - (d) Current photo of the pet.
 - (e) Veterinary contact information (if applicable).
 - (f) Emergency contact.

Tenants must stay current with all necessary vaccinations, immunizations, and licensing for pets. Updated licensing, vaccination records, and veterinary and emergency contact information for pets must be submitted annually to Landlord.

2. Dogs must be maintained under physical restraint by means of a leash not to exceed six (6) feet in length when dogs are in common areas. At all other times, dogs and cats shall remain inside the Leased Premises or in a fenced area on the Leased Premises. Pets are not to be left unattended on a patio, porch, or other area outside of the Leased Premises at any time.
3. Tenants must clean up after their pets immediately and at all times. Dogs and cats must be housebroken.
4. No pet may be kept in violation of state humane or health laws, or local ordinances.
5. Tenant shall take adequate precautions to eliminate any pet odors within or around the Leased Premises and maintain the Leased Premises in a sanitary condition at all times.

Landlord's Initial _____

Tenant's Initial _____

6. Tenant shall not permit any disturbance by their pet(s), which would interfere with the peaceful enjoyment of other tenants. This includes, but is not limited to loud barking, howling, biting, scratching, odors, vicious or intimidating behavior, or other disturbing activities (each a "Community Nuisance").
7. If pets are left unattended for forty-eight (48) hours or more, the Landlord may enter the Leased Premises to remove the pet(s) and transfer them to the proper authorities subject to state and local ordinances. Landlord accepts no responsibility for pet(s) under such circumstances.
8. In addition to the insurance requirements set forth in section 36 of the Lease, Tenants with pets must provide proof that their insurance policy does not exclude coverage for pets or liability for damage, injury or death caused by pets.
9. Tenants may request a copy of this Policy at any time.

POLICY VIOLATIONS

Pet behavior that constitutes a Community Nuisance, as defined in this Policy, to other residents, must be removed within seven (7) days of notification from Landlord, unless the pet poses a risk to the health and safety of others, in which case the pet must be removed immediately.

All the rules contained in this Policy constitute a material part of the Lease. A violation of any rule contained in this Policy shall constitute a material breach of the Lease, which shall permit the Landlord to serve Tenant with a notice terminating the Lease. Landlord shall have the discretion to impose a lesser sanction in the event of a violation of this Policy, including requiring Tenant to remove the pet from the Leased Premises.

INDEMNIFICATION

Without limitation to any of Tenant's indemnification obligations as set forth in the Lease, Tenant agrees to indemnify and hold Landlord harmless from any and all claims for damages or injuries caused by or arising from Tenant's pet(s), except for injury or damages caused by willful act or negligence of Landlord, Landlord's agents, or Landlord's employees.

MODIFICATION

Landlord reserves the right to modify this Policy in Landlord's sole discretion. Revised copies of the Policy shall be made available to Tenant. Tenant shall be required to comply with all changes to this Policy within thirty (30) days of their issuance.

Tenant agrees to the terms and receipt of a copy hereof:

Tenant

Tenant

Date: _____

Date: _____

Landlord's Initial _____

Tenant's Initial _____