

EXHIBIT "G"

Casa del Maestro ASSISTIVE ANIMAL POLICY

PURPOSE

This Assistive Animal Policy (referred to herein as "Policy") provides the procedures for Tenants who require a service animal or emotional support animal ("Assistive Animals"). Assistive Animals are not pets, which are subject to Landlord's Pet Policy as set forth in Exhibit "H".

SERVICE ANIMALS

A "service animal" is any dog 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. In some circumstances, this can also extend to miniature horses. The work or tasks performed by the service animal must be directly related to the individual's disability.

Federal law does not require the individual to provide documentation that an animal has been trained as a service animal. However, unless readily apparent, Landlord may ask the following two questions to determine if an animal is a service animal:

1. Is the animal required because of a disability?
2. What work or task has the dog been trained to perform?

Subject to the provisions of this Policy, a service animal may accompany the Tenant in all areas of the Leased Premises and Complex, including common spaces, except in areas where animals are specifically prohibited because of health and safety restrictions.

EMOTIONAL SUPPORT ANIMALS

An "emotional support animal" is an animal that provides emotional support to a person with a disability and is required by the Tenant as a reasonable accommodation to afford the Tenant an equal opportunity to use and enjoy the Leased Premises. Determining whether an emotional support animal is permitted in the Leased Premises is made on an individual basis, through an interactive process between the Tenant and Landlord.

Emotional support animals are only allowed within the Tenant's Leased Premises and in areas of the Complex where pets are permitted pursuant to Landlord's Pet Policy.

In order for an emotional support animal to be considered a reasonable accommodation, the following requirements must apply:

1. The Tenant must be disabled;
2. The animal is necessary to afford the Tenant an equal opportunity to use and enjoy the Leased Premises; and,
3. There is an identifiable relationship between the impairment and the assistance the animal provides.

Unless a disability is readily apparent, Landlord may request that Tenant provide current and reliable documentation that the foregoing requirements are satisfied.

If Tenant seeks to use an animal not ordinarily kept in households as an emotional support animal, Tenant must demonstrate a disability-related therapeutic need for the specific animal or the specific type of animal. Landlord may require additional documentation confirming the need for such animal.

Absent extenuating circumstances, the request for an emotional support animal must be made no less than 30 days prior to the date the Assistive Animal is brought into the Leased Premises.

REQUIREMENTS FOR ASSISTIVE ANIMALS

1. Tenant shall provide Landlord the following documents at least ten (10) days prior to bringing any Assistive Animal to the Leased Premises:
 - (a) Proof of all required vaccinations required by state and federal law, and local ordinances.
 - (b) All dogs must be spayed or neutered at the appropriate age. Proof of spay/neuter certification is required.
 - (c) For dogs and any other animal that must be licensed pursuant to county ordinance, proof that the animal is licensed with Santa Clara County.
 - (d) Veterinary and emergency contact information.

Landlord's Initial _____

Tenant's Initial _____

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

2. Tenant, or the animal's handler, must attend to and be in full control of Assistive Animals at all times. Assistive Animals shall have a harness, leash, or other tether unless (1) the Tenant is unable to use a harness, leash or tether, or (2) using a harness, leash, or tether will interfere with the animal's ability to safely and effectively perform its duties.
3. Tenant is responsible for the costs of care necessary for the Assistive Animal's well-being. The arrangements and responsibilities for the care of an Assistive Animal are the sole responsibility of Tenant at all times, including regular bathing and grooming, as needed.
4. Tenant is responsible for independently removing or arranging for the removal of the Assistive Animal's waste. Waste must be disposed in a sealed bag in appropriate trash areas.
5. Tenant is responsible for paying for any damage to the Leased Premises or Complex caused by the Assistive Animal.
6. Tenant is strongly encouraged to maintain liability insurance coverage for the Assistive Animal, in order to protect Tenant from risk of significant legal and financial liability. Tenant will in all cases be held responsible for the actions of the Assistive Animal, including any incident where the Assistive Animal causes bodily injury to another person, regardless of whether Tenant has obtained insurance coverage.
7. No Assistive Animal may be kept in violation of state humane or health laws, or local ordinances.
8. Tenant may request a copy of this Policy at any time.

REMOVAL

An Assistive Animal may be removed/excluded if the Assistive Animal: (1) poses an unreasonable threat to the health or safety of others; (2) causes significant property damage; (3) would fundamentally alter the nature of a program or activity; or (4) is not being cared for by the Tenant.

INDIVIDUALS DENIED ACCESS

Any Tenant denied access to an Assistive Animal, or who feels they have been unreasonably questioned should contact: **[Name & Contact Information]**.

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 Assistive Animal, 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 _____

Landlord's Initial _____

Tenant's Initial _____