

MVP ANIMAL REGISTRATION FORM

I, _____ of Unit # _____
(Print FIRST & LAST name clearly)

am the owner of the following animal(s), acknowledge receipt of MVP's policies and understand I will be held responsible for violation(s) of this policy and the fines associated with such violation(s). I also acknowledge that I will be responsible for any damage or injury caused by my animal(s). The following pages are to be completed and returned to the office within ten (10) business days.

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CHECKLIST OF ITEMS NEEDED IN ORDER TO REGISTER AN APPROVED ANIMAL

- **City & County of Honolulu Registration requirements:** : Effective July 1, 2020, the City and County of Honolulu requires mandatory microchip identification for all cats and dogs over the age of four (4) months. The microchip identification number **must** be provided to the office.

- **Certificate of Insurance:** The Animal Owner shall obtain and maintain, for the entire period their animal is kept on the property, a policy of General Liability Insurance with coverage limits as follows:
 - a. Dogs - \$300,000
 - b. All Others - \$50,000 or as determined by Board of Directors.
 - c. Policy must remain current and in-force while residing on property with this registered animal.
 - d. The policy must list Makaha Valley Plantation, herein referred to as the "Project", as an Additional Insured or Certificate Holder noted as:
AOAO Makaha Valley Plantation, 84-786 Ala Mahiku St., Waianae, HI 96792
* A General Liability policy covers liability arising from your registered animal while on the property listed above.

- **Animal Information Form:** Complete and return the Animal Information forms included in this Animal Registration Packet

- **Animal Addendum / Owner Authorization (Required by renters):** If you are not the unit owner, this form must be completed by your landlord or realtor. Completion of this form is required **even if** the animal is already approved in your lease.

All items above **must** be submitted together. Once the submission is complete and the \$10.00 non-refundable administration fee is paid, your animal will be considered registered.

MVP INITIAL HERE IF FEE PAID _____

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For Office Use

_____ ALL FORMS (Animal Registration, Animal Policy, Animal Information, Addendum to the Rental Agreement) are included in this Packet. (Office checklist use only)

_____ Please read attached "MVP Handout Policy Pet Registration" as well as all House Rules which pertain to pets, located on pages 15 and 16 of your House Rules Book.

DATE PACKET ISSUED: _____

DATE PACKET IS DUE: _____

ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION

ANIMAL POLICY

All animals must be registered with the office. by (a) listing the animal and its name on the registration form under Names of Person(s) Occupying the Apartment; (b) completing the Animal Registration form: and (c) signing and acknowledgment that the Animal Owner have received and read this Animal Policy and will take full responsibility for their animal(s). All animals must, if required by law, be microchipped and have identification tags. The Board may require a veterinarian's certificate confirming that the animal(s) has(have) all the necessary vaccinations and has been spayed or neutered.

Animals must be kept in the units and will only be allowed in the common areas of the Project when in transit to and from the unit. While in the common areas, all animals must be on a short leash, in a cage or transporter, or carried by someone who can control the animal. No animal shall be permitted to be tied or chained in the common areas. Whenever possible, the animal should not occupy an enclosed space while others are present. No animal shall be kept, bred. or used in any unit for any commercial purpose.

The owner of any animal causing damage to the common areas will be given a warning, and the Animal Owner must pay to repair or restore any damages. ***The animal must be removed from the Project if the Animal Owner fails to take steps to control the animal and it causes any subsequent damages to the common areas.***

Any animal causing a nuisance or unreasonable disturbance, or shall be considered dangerous or exhibits an aggressive behavior to any other occupant of the project shall be immediately and permanently removed from the premises upon notice given by the Board of Directors or Managing Agent in the name of the Board of Directors.

The Animal Owner will be responsible for any actions of the animal which causes injury to any person, animal or damage to any property. The Animal Owner must also indemnify, hold harmless and defend the Association from any liability, damages, judgments or expenses (including attorney's fees), incurred or resulting from the actions of the animal.

The owner of any animal which causes excessive noise for an unreasonable period of time or when the owner is not present will be given a warning. (All Animal Owners should review the City and County of Honolulu's Ordinances regarding animal nuisance. Excessive barking or other noisemaking is considered a nuisance. The Animal Owner can be cited by law enforcement or fined by the Association). If a subsequent incident occurs. the animal must be permanently removed from the Project or some other measure must be taken to inhibit the noise.

No animal shall be permitted to remain on any unit balcony unattended. No animal shall be permitted to remain unattended for an unreasonable amount of time. If an animal is left in a unit and escapes, the owner of the animal shall be responsible for the cost of any time the Association employees spend to bring the animal under control and/or to clean up after it. At no time will any animal be allowed to roam freely on the common elements.

If an Animal Owner leaves the unit for an extended period of time, the owner must arrange for a caretaker to come to the unit to take care of their animal. The Association's employees or agents may enter the Animal Owner's unit if there is reasonable cause to believe an emergency situation exists with respect to their animal. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the animal to be put out for board, any and all costs incurred will be the sole responsibility of the Animal Owner.

No animal shall be permitted to create an unsanitary condition, including fleas or tick infestations, either in the Animal Owner's unit or on the common elements. The Animal Owner must pick up and dispose of the animal's waste in a sanitary manner and ensure that any animal waste is securely wrapped. Animal Owners should not ask employees of the Association to clean up after the animal under any circumstances. If the owner fails to do so and the Association's employees must act, the Animal Owner will be billed for the employee's time. If fumigation for flea or tick infestations becomes necessary because of an animal, the Animal Owner will be billed for the cost of the fumigation.

If a dispute arises and cannot be settled through negotiation, the Animal Owner must first try in good faith to settle the dispute by mediation.

Signature of Animal Owner

Print Name

Date. _____

**MVP ANIMAL ADDENDUM
TO RENTAL AGREEMENT**

This Animal Addendum is an amendment to the lease dated _____

Between _____ and _____
(Tenant) (Landlord)

Covering the premises known as _____
Address Unit #

City State Zip Code

1. Tenant has read, understands and agrees to abide by all applicable House Rules pertaining to animals.
2. Tenant has completed an Animal Registration Application form and has been granted permission to have an animal under the following terms and conditions:
 - a. That the animal will be allowed out of the premises only under the complete control of the responsible owner and on a handheld leash or in an animal carrier.
 - b. That any damage to the exterior or interior of the premises. grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains. etc. caused by the animal will be the full responsibility of the Tenant and that Tenant agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then Tenant hereby agrees to pay the full expense of replacement.
 - c. It is also understood and agreed that the Tenant will permit the Landlord to professionally fumigate the premises, including any ground (if any) for fleas and ticks and clean all carpets when Tenant vacates the premises. The contractor(s) used will be the Landlord's contractor(s) and the cost will be competitive and borne by the Tenant.
 - d. Tenant will provide adequate and regular veterinary care of animal, ample food and water, and will not leave animal unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter pans as well as sleeping and feeding areas.
 - e. 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 apartment if there is reasonable cause to believe an emergency situation exists with respect to the animal. Examples of an emergency situation include abuse, abandonment. or any prolonged disturbance. If it becomes necessary for the animal to be put out for board, any and all costs incurred will be the sole responsibility of the Tenant.
 - f. Tenant agrees to indemnify, hold harmless and defend Landlord or Landlord's agents against all liability judgements, expenses (including attorneys' fees), and claims by third parties arising from any injury to any person or damage to property of any kind whatsoever caused by the Tenant's animal.
 - g. If a dispute arises out of this contract and cannot be settled through negotiation. the Landlord and Tenant agree first to try in good faith to settle the dispute by mediation administered either by a local mediator or by the American Arbitration Association under commercial meditation rules. If the parties cannot agree on which agency shall administer the mediation, the _____'s (Landlord or Tenant) choice shall govern.

Tenant: _____ Date: _____

Landlord: _____ Date: _____