# ESA Agreement & Registration

*Warning: It is a Federal crime to make materially false, fictitious, or fraudulent statements, entries, or representations knowingly and willfully on this form to secure disability accommodations.*

Huntington Pointe is a pet free community

Name: _____ Date: _____

Address: _____ Building # _____ Unit # _____

Type of Animal: ☐ Dog ☐ Cat ☐ Other _____ (type of animal)

Animal Name: _____ Animal age: _____

Animal Rabies Tag Number: _____ Animal Weight: _____

Breed: (Be specific–give complete description, color, etc): _____

_____

**Required Attachments Checklist:**

- ☐ Letter from medical/mental health provider stating that an ESA is necessary.
- ☐ Current vet records
- ☐ Current photo of your animal

By initialing each line, you agree to the following rules & regulations:

_____ Animal must always be kept on a leash at all times & retractable leashes are strictly prohibited. This rule includes cats.

_____ Animal is not allowed to wander freely outside the unit. This rule includes cats.

_____ Animal is not allowed to urinate or defecate in hallways, stairwells, or elevators. Immediate cleanup is required if your animal has an accident its way to the designated areas.

_____ Animal must not be a nuisance; this means no excessive barking, no jumping, no lunging, no aggressive behavior.

OWNER hereby agrees to be bound to the following rules:

1. The Emotional Support Animal cannot become a nuisance to other residents of the community, and must be maintained by OWNER so as not to disturb, annoy or frighten other owners, tenants, occupants and guests. Factors constituting a nuisance include, but are not limited to, excessive barking, failure to properly clean up after the Emotional Support Animal, aggressive behavior, etc.
2. The Emotional Support Animal cannot be kept or left unaccompanied on the elevator, elevator lobby, catwalks and all other common areas. When outside of the Unit, the Emotional Support Animal must be on a leash not to exceed six (6) feet in length, or such shorter length as to afford adequate control over the animal at all times (retractable leashes are prohibited). The Emotional Support Animal may be transported by OWNER using a leash for purposes of taking the Emotional Support Animal off of the ASSOCIATION premises or to any area designated by the ASSOCIATION in accordance with paragraph 8c, below.
3. OWNER shall be fully responsible to clean up after the Animal, and to immediately remove all solid animal waste from the property, and properly dispose of the same.
4. In the event that the Emotional Support Animal dies, or is otherwise removed from the property, OWNER is strictly prohibited from replacing or otherwise bringing any other animal on to the premises or into his unit. If OWNER has a continuing need for another Emotional Support Animal after the current support Animal dies or is otherwise removed, OWNER must once again petition the Board of Directors of ASSOCIATION for a reasonable accommodation, and must strictly comply with all requirements set forth pertaining to Emotional Support Animals.
5. OWNER agrees to keep the Emotional Support Animal vaccinated and/or inoculated in accordance with city and county requirements, and further agrees to provide the ASSOCIATION with verification of the animal's health in the form of a Health Certificate from a licensed veterinarian on an annual basis.
6. Any damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., caused by the Emotional Support Animal will be the full responsibility of the OWNER and the OWNER shall pay for any and all expenses involved in restoring damaged property to its original condition.
7. OWNER shall be liable for any personal injury or personal property damage caused by the Emotional Support Animal to any resident, tenant, occupant, guest, licensee or employee of the ASSOCIATION and OWNER hereby agrees to fully indemnify and hold the ASSOCIATION harmless for same.
8. OWNER hereby waives any conditions precedent to litigation, including but not limited to any right to arbitration under Florida Statutes. OWNER hereby understands that in the event of litigation, or other proceeding to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs incurred in such enforcement action. Venue for any such disputes shall lie in Palm Beach County, Florida.

In the event that either party breaches this Agreement, the non-breaching party may move for enforcement of this Agreement. As part of its remedies the ASSOCIATION shall be entitled to seek injunctive relief, including but not limited to, removal or replacement of the animal and may result in a fine

Owner name & address: _____

Owner Signature agreeing to the above rules: _____ Date: _____

Board/Association representative approval: _____ Date :_____