

Pet Addendum to Lease Agreement

A fillable addendum that permits one named pet under an existing lease, with the money in its legal shapes

Use this addendum when a tenant asks to keep a pet under a lease that says no pets or says nothing. Describe the animal precisely, write each charge with its legal name (refundable pet deposit, one-time fee, or monthly pet rent, striking whatever your state does not allow), set the care rules, and have both sides sign before the animal moves in. The addendum changes nothing else in the lease. An assistance animal for a person with a disability is not a pet and is handled as an accommodation request instead. Full walkthrough, the verified state pet-deposit rules, and official sources: clearlegaltips.com/pet-addendum-to-lease/

PET ADDENDUM TO LEASE AGREEMENT

1. Parties and Lease

Date of this Addendum: _____

Landlord name: _____

Tenant name(s): _____

Property address, including unit: _____

Date of the Lease this Addendum amends: _____

2. Authorized Pet

Only the animal described here is permitted. A second pet takes a second signed addendum. Attach current vaccination records, and a photo of the animal, as Exhibit A.

Pet name: _____

Type and breed: _____

Age, weight, color and markings: _____

License number (if your city issues one): _____

Vaccination records attached as Exhibit A (yes / no): _____

3. Pet Deposit (refundable)

The pet deposit is security: it is held and returned under the same state rules and deadlines as the security deposit, with itemized deductions for pet damage only. Check your state's cap before writing the number; in some states pet charges count inside the general deposit cap.

Additional refundable pet deposit (\$, or strike if not used): _____

4. Pet Fee and Pet Rent (where lawful)

A one-time pet fee is not refundable; monthly pet rent rides with the base rent. Strike whichever lines your state does not permit. California, for example, treats every charge imposed at the start of the tenancy as refundable security and bars the nonrefundable label.

One-time pet fee (\$, or strike): _____

Monthly pet rent (\$, or strike): _____

5. Care and Conduct

Tenant keeps the pet under control at all times, leashed in common areas, cleans up all waste promptly, prevents persistent noise, and maintains flea and pest treatment. The pet is not left unattended on balconies, patios, or in vehicles on the premises.

Additional property-specific rules (yard areas, common spaces, quiet hours): _____

6. Damage

Tenant is responsible for all damage and extra cleaning attributable to the pet, beyond ordinary wear, whether or not the cost exceeds the pet deposit.

7. Violation

A material violation of this Addendum, including keeping an unauthorized animal, is a violation of the Lease and may be enforced the same way, including written notice to cure where state law provides one.

8. Assistance Animals

This Addendum applies to pets. An assistance animal for a person with a disability is not a pet under the Fair Housing Act's accommodation framework, and nothing in this Addendum conditions such an animal on pet deposits, fees, or rent.

9. Entire Change; Signatures

This Addendum is the only modification made to the Lease; all other terms remain unchanged and in force.

Landlord signature and date: _____

Tenant signature and date: _____

STATE PET-DEPOSIT RULES (VERIFIED JULY 2026)

State	Pet-deposit rule	Statute
California	Every pet charge counts as security inside the one-month cap; nonrefundable label barred	Civ. Code 1950.5
Kansas	Extra pet deposit up to one-half month's rent on top of the cap	K.S.A. 58-2550(a)
Nebraska	Extra pet deposit up to one-fourth month's rent	Neb. Rev. Stat. 76-1416

State	Pet-deposit rule	Statute
Hawaii	Separate pet-animal deposit by agreement, alongside the one-month cap	HRS 521-44
Delaware	Pet deposit capped at one month's rent; none for a support animal	25 Del. C. 5514(i)

INSTRUCTIONS FOR USE

This form is general information, not legal advice. Five states with pet-specific deposit statutes are shown; most states have no pet-specific rule, so the general security-deposit cap controls the total, and the full verified cap table is at clearlegaltips.com/security-deposit-limits-by-state/. Write each charge with its legal name: a deposit is refundable security, a fee is one-time and non-refundable where allowed, pet rent is monthly. The pet deposit follows the state's normal return deadline and itemization rules at move-out. An assistance animal is not a pet: under the Fair Housing Act a reasonable accommodation to a no-pets policy may be required, and Delaware bars any pet deposit for a certified support animal by statute, so handle any disability-related animal request as an accommodation in writing rather than through this form. An electronically signed addendum is valid under the federal E-SIGN Act. Full guide and sources: clearlegaltips.com/pet-addendum-to-lease/