COQU	ILLE INDIAN HOUSIN	ig authori	ГУ
	RENTAL LEASE		$\bigcirc$
Resident(s):	Project No.:		
Dwelling Address:		Account No.:	
		Bedrooms:	
	times on adjusted household in ndian Housing Authority ("CIH		-
Initial Required Monthly H	Rent shall be \$		
Term Begins (date)			
Month for Re-examination	n (date)	-	
FAMILY COMPOSITIO	DN		
Full Name	<b>Relation to Applicant</b>	Birth Date	Enrollment #
1			
2			
3			
4			
5			
6			

#### Section 1. CONDITIONS

- **A.** Only those adults and children listed above shall reside in the dwelling unit. Resident acknowledges receipt of a stove and refrigerator (in good condition) in the dwelling unit. The signed move-in inspection report is attached as part of the Lease record.
- **B.** This Lease is made by and between the Coquille Indian Housing Authority, hereinafter referred to as CIHA, and the Resident. (In construing this Lease, it is understood that the

# **RENTAL LEASE**

Resident may be more than one person, and if the context so requires, the singular masculine pronoun shall be taken to mean and include the plural and the feminine.)

- C. CIHA, relying on the representations of the Resident in his most recent signed application as to family income and family composition, hereby Leases to the Resident, and the Resident hereby Leases upon the conditions hereinafter provided, the dwelling unit located at the above address to be occupied exclusively as his primary private residence by the Resident and his family. The Resident represents that as of the date of execution of this Lease he has provided current information on family income and family composition. In the event the Resident has furnished any false information regarding any facts relating to this Lease, CIHA may terminate this Lease. The Resident will be held responsible for all retroactive charges that would have been appropriate, based on the correct information.
- D. Express reference to certain actions herein as "serious violations of this Lease" are not exhaustive and shall not preclude other violations from being deemed serious violations of this Lease that may result in termination and eviction pursuant to Section 9 below.

# Section 2. TERMS

The Term of this Lease shall be for one (1) month, commencing on the date set forth above, and shall automatically and without any notice be continued from month to month thereafter subject only to respective rights of the parties to terminate as hereinafter provided.

#### Section 3. SECURITY DEPOSIT

- A. The Resident agrees to pay a Security and Damage Deposit of:
- B. Payment of the Security and Damage Deposit is to be made upon occupancy.
- C. The deposit will be returned within \_\_\_\_ days to the Resident without interest after the premises are left in the condition required by the terms of this Lease and when the keys are returned to a CIHA employee at the CIHA office. All unpaid rent, utility bills, cost of damage repair, and the actual cost for shampooing the carpet shall be deducted from the deposit.

## Section 4. RENT & UTILITY PAYMENTS

- A. The Resident shall pay the monthly rent payments in advance on the first (1<sup>st</sup>) day of each month throughout his tenancy. At the outset, it shall be the amount stated above as the initial monthly rent rate. This rent will remain in effect unless amended in accordance with the provisions of Section 5 (Rent Changes) and Section 12 (Amendments) of this Lease and the requirements of CIHA's Admissions and Occupancy Policy.
- B. If this Lease is executed on a day other than as stated above, the Resident shall pay the prorated amount to the end of the month based on a 30-day month, and thereafter shall pay the full month's rent as provided above.
- C. Rent is due on the 1st and becomes delinquent on the 6th, five days later.

# **RENTAL LEASE**

- 1. A \$50.00 late fee will be assessed on all rents received after the fifth (5th) day unless prior consent has been received from CIHA or unless the fifth (5th) day falls on Saturday, Sunday, or a holiday in which case all rents will be delinquent at the close of business on the next successive work day. At the same time the late fee is assessed, the Resident will be issued a "30-Day Pay Rent or Vacate" notice to vacate for non-payment of rent. Notice shall be made to the Resident as provided in Section 10 (Notices) of this Lease. The notice shall be rescinded by CIHA upon receipt of full payment of all amounts due, including all late fees assessed, or upon arrangements to pay which are acceptable to CIHA and that are set out in a written Agreement for payment executed by the Resident and CIHA within the 30-day notice period. Unless it expressly rescinds its right to do so in writing, CIHA will proceed with legal action to evict the Resident for non-payment of rent, upon expiration of the 30-day notice period.
- 2. If a rent payment is made by check which is returned by a bank for any reason, CIHA will assess a \$35.00 fee, plus any costs charged by the bank. Any bank charges are due in addition to the rent payments and must be made with the rent payment for that payment to be considered "made in full."
- D. Residents are responsible for paying all utility costs. Failure to maintain essential utility service to the unit shall be considered a serious violation of the terms of the Lease and will be cause for CIHA to terminate the Lease Agreement and evict the Resident in accordance with Section 9 of this Lease. Essential utilities are considered to be:
  - Electrical Service
  - Water
  - Sewer
  - Garbage collection

# Section 5. RENT CHANGES

- A. The required monthly rent shall be subject to change by CIHA to conform to changes in household composition or household income of the Resident, or changes in the laws, rules, and regulations governing income limitations, rent schedules, or eligibility requirements as established by the federal government or by CIHA from time to time.
- B. The Lease shall be amended as provided in Section 12 (Amendment) of this Lease for any changes in rent based on CIHA program requirements.

# Section 6. USE OF DWELLING AND RESIDENT OBLIGATIONS

# • Occupancy

A. Use and occupancy of the dwelling unit is restricted to the specific person(s) listed above as household members, which may include foster children and a live-in aide to care for a member of the tenant family. This Lease is not assignable or transferable. The Resident agrees that he will not sublet the dwelling unit. If the unit is assigned, sublet, transferred, or if the number of

# **RENTAL LEASE**

occupants exceeds that shown on the Lease, it shall be considered a serious violation of the terms of the Lease and the Lease may be terminated by CIHA in accordance with Section 9 (Termination of the Lease) of this Lease.

- B. The Resident, household members, and guests shall refrain from destroying, defacing, damaging, or removing any part of the unit or community development. The Resident shall be charged for the cost of damage repair and restoration of his unit or community facility, which is caused by any person or event under the Resident's control.
- C. Guests or family other than the family members specified in this Agreement or a series of such persons may not stay in the Leased unit for more than a total of fourteen (14) days in any calendar year (consecutive or cumulative). It is the responsibility of the Resident to request express written permission from CIHA if their guest(s) are going to exceed the fourteen (14)-day limit. Reasonable consideration will not be withheld.
- D. The Resident agrees to use the dwelling as his primary residence and to pursue only those businesses in the dwelling or property, which are permitted under the law of nuisance and approved in writing by CIHA.

## • Disturbances/Other Lease Violations

- E. The Resident agrees that he shall not create or permit any disturbing noises in or about his dwelling unit by himself, his family, or guests, nor shall he, his family, or guests interfere with or materially diminish the rights, comforts, or convenience of other Residents or surrounding neighbors. Neither the Resident, nor his family or guests shall engage in any activity that would constitute an offense against person(s), property, public order, health, safety, decency, or that involve fraud, deception, firearms, or other weapons. Such activity shall be considered a serious violation of the terms of the Lease and CIHA may terminate the Lease and evict the Resident in accordance with Section 9 of this Lease. The Resident agrees to be responsible for any actions of other persons who enter the Resident's housing unit or property with the consent of the Resident.
- F. The Resident agrees that consumption of alcoholic beverages will be restricted to the property of the Leased residence. There will be no alcohol consumption or public intoxication in common areas or on property under the jurisdiction of CIHA or the Coquille Indian Tribe. Driving while "under the influence" of alcohol or drugs on property under the jurisdiction of CIHA or the Coquille Indian Tribe shall be considered a serious violation of this Lease and CIHA may terminate the Lease and evict the Resident in accordance with Section 9 of this Lease.
- G. The Resident agrees that stereos, radios, and televisions will be played at an acceptable level that does not disturb their neighbors.
- H. The Resident agrees to sign and abide by CIHA's Drug-Free Policy, which is hereby incorporated into this Lease by reference. Violation of the Drug-Free Policy will be considered a serious violation of the terms of the Lease and CIHA may terminate the Lease and evict the Resident in accordance with Section 9 of this Lease.

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### • Criminal Activity

- I. The Resident or any member of the Resident's household or a guest or other persons under the Resident's control shall not engage in violence or any criminal activity, including drugrelated criminal activity. Such activity is a serious Lease violation and is grounds for termination of the Lease and immediate eviction as provided in Section 9 (Termination of the Lease) of this Lease. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- J. An expedited Adverse Action Appeals procedure, as provided in Section 11 (Adverse Action Appeals Procedure) of this Lease, will be available to tenants evicted for the cause described in Section 6, paragraph H, of the Lease, where the eviction is for violence or criminal activity or a drug-related criminal activity. The request for an Adverse Action Appeal must be made to CIHA in writing.

#### • Maintenance

- K. The Resident agrees to maintain the premises, equipment and furnishings in good order and repair, reasonable wear and tear excepted. The stove, refrigerator, drapes, curtains, walls and floors will be kept clean on a regular basis. The Resident also agrees to assist in establishing the lawns if new, mow grass as needed, maintain the yard, keep the sidewalks swept, the garbage can and surrounding area clean, and the grounds free of litter and debris, cars, bicycle, or motorcycle parts, discarded appliances and furniture, buckets, cardboard boxes, etc. The storage of bicycles in working order, barbecues, and other household items that are used on a regular or seasonal basis is allowed in the backyard.
- L. Holiday decorations may be displayed in the windows or in front of the unit. Nails, screws, tacks, etc., may not be used for installing such items. All decorations must be removed within-thirty (30) days following such holidays.
- M. The Resident agrees that the individual garbage can(s) provided by CIHA or the Sanitation Services provider will be used for daily household garbage. If the can becomes full, excess is to be placed in a sealed garbage bag and set out with the garbage can to be picked up weekly at the Resident's expense. Residents are encouraged to use the recycling procedures set forth by the Sanitation Services provider. Garbage cans must be kept in a designated area out-ofsight from public view. All garbage, rubbish, and other waste will be disposed of in a manner prescribed by CIHA and any laws and ordinances governing the use of the premises.
- N. The Resident shall notify CIHA promptly of needed repairs to the dwelling unit and of known unsafe conditions in the common areas and grounds of the community which may lead to damage or injury. The Resident agrees to pay reasonable charges for repair of damage to the dwelling unit caused by the Resident, his family, or any persons in the dwelling unit or on the dwelling property with the permission of the Resident. The charges made hereunder will be pursuant to the Schedule of Charges posted in the CIHA office and may be changed,

# **RENTAL LEASE**

from time to time. Charges assessed to the Tenant in this manner shall be due and payable two (2) weeks after CIHA mails written notice to the Tenant.

### • Alterations by Resident

- O. The Resident shall not make any alteration, changes, repairs, or do remodeling of the premises and equipment without prior written consent of CIHA. CIHA shall not withhold consent unreasonably. In the event such consent is obtained and such changes or improvements are made by the Resident, they shall become the property of CIHA and shall remain on and in, and be surrendered with the premises upon termination of this Lease, unless CIHA directs them, or part of them to be removed, in which event they shall be removed by the Resident or at the Resident's expense and the premises restored as directed.
- P. The Resident shall not erect any aerial, antenna, or TV dishes on the exterior of the premises without the written permission of CIHA. The Resident also agrees that he will not install or have installed any additional wiring on the exterior or interior of the unit for telephones, televisions, or any other electrical appliances without the express permission of CIHA. Electrical or communications equipment of any kind that interferes with neighboring tenants are not allowed.
- Q. The Resident may use only tacks, nails, screws, or other fasteners on the walls that are specifically designed for hanging pictures and other decor. A reasonable number per wall is acceptable. The Residents must not, at any time during their tenancy or when they move, fill any of the holes in the walls. CIHA assumes this responsibility; however, if the holes are excessive, the Resident will be charged accordingly.
- R. The Resident agrees that he will not install any window brackets or rods or additional locks on any of the interior or exterior doors. The Resident further agrees that he will not re-key any of the locks. Resident may have keys provided by CIHA duplicated by a licensed locksmith, but all keys must be given to CIHA when the unit is vacated.
- S. The Resident agrees he will use the window coverings provided by CIHA. No bottles of colored water, posters, signs, potted plants, or miscellaneous bric-a-brac will be placed on the windows or window sills, except signs designated for child safety such as Tot Finder and Community Block Home designations. Political signs may be displayed but must be removed within seven (7) days following any election.

# Hazards

- T. Due to fire safety considerations, Residents shall not cover, tamper with, or in any way cause smoke detectors to be inoperable. Residents shall immediately report inoperable detectors to CIHA.
- U. Residents shall not keep combustible material on the premises and shall take every precaution to prevent fire. The Resident shall not use the kitchen stove for space heating. Portable heaters may be used only with CIHA's written consent due to fire code and insurance restrictions. Combustibles must be kept at a proper clearance from all heaters in the unit.

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#### • Pets

V. No pets are allowed to be kept on the premises by the Resident. The keeping of any pets by the Resident on the premises shall be considered a serious violation of the terms of the Lease and the Lease may be terminated by CIHA in accordance with Section 9 (Termination of the Lease) of this Lease.

#### • Automobiles

- W. Residents are allowed reasonable parking space for vehicles of members of the Resident's household. Off premises parking such as in the street is permitted for extra cars on a temporary basis. Parking or driving on lawns is strictly prohibited and doing so will be considered a violation of the terms of this Lease. Boats, utility trailers, horse trailers, or any other equipment may not be parked on lawns or permanently in the street. Abandoned or non-operative cars left on the premises or in the street will be hauled away at owner's expense.
- X. The Resident agrees that he will do only minor repairs on his own vehicles, such as changing a tire, replacing a battery, etc.

#### • Abandonment

Y. Should the Resident fail to occupy the premises for a period of seven (7) or more days without having provided written notice to CIHA, CIHA may consider the unit abandoned and terminate the Lease.

#### Section 7. MAINTENANCE BY CIHA

- A. CIHA shall be responsible for maintenance of electrical, plumbing, sanitary, heating, and ventilating systems, appliances, and other physical facilities of the rental unit. CIHA shall not be responsible for the failure of any utility company to supply utilities to the rental unit.
- B. CIHA shall maintain the buildings and common areas and grounds of the entire project in a decent, safe, and sanitary condition in conformity with the requirements of CIHA policies, applicable regulations of the Department of Housing and Urban Development, and terms of this Lease. CIHA shall make all necessary repairs to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Lease.

# Section 8. INSPECTIONS

A. The Resident agrees that a duly authorized agent, employee, or representative of CIHA will be permitted to enter Resident's dwelling unit for the purpose of examining the condition of the unit, or for making improvements or repairs. Such entry may be made only during reasonable hours after a twenty-four (24)-hour advance notice in writing to the Resident of the date, time, and purpose; provided however that CIHA shall have the right to enter the Resident's dwelling without prior notice to the Resident if CIHA reasonably believes that an emergency exists which requires entrance.

# **RENTAL LEASE**

- B. Prior to the time the Resident moves in, CIHA shall inspect the dwelling unit and sign a written statement of its condition. Upon move-in, the Resident shall be given a copy of the inspection report to review and list any deficiency or damage not noted on the report.
- C. Upon vacating, the Resident is responsible for inspecting the unit with a CIHA representative, and this report will be used to compare with the move-in report as a basis for determining charges, if any, for which the Resident is responsible. If the Resident or his agent fails to appear for a scheduled final inspection, CIHA may conduct the inspection without the Resident, and the Resident agrees to accept the inspection conducted by CIHA.

#### Section 9. TERMINATION OF THE LEASE

- A. In the event of serious or repeated violation of any terms of the Lease, this Lease may be terminated by CIHA and legal action taken to evict the Resident. If action is taken to terminate the Lease for serious or repeated violation of the terms of the Lease, CIHA shall give the Resident 30 days written notice in the manner provided in Section 10 (Notices) of this Lease. The notice shall specifically describe the violation of Lease terms and reason for termination. The Notice shall also state that the Resident may avoid termination by remedying the violation within 14 days. The required actions to remedy will be specified in the notice. Upon a determination that remedy has been made by the Resident, the notice shall be rescinded, in writing, by CIHA. If substantially the same act or omission which constituted a prior noncompliance, for which notice was given, resumes within six (6) months, CIHA may terminate this Lease with seven (7) days written notice specifying the breach and date of termination of the Lease.
- B. Upon a determination by CIHA that the Resident is ineligible to receive benefits of the Low Rent Housing Program as provided in federal regulations and CIHA's Admissions and Occupancy Policy, CIHA shall give the Resident 30 days written notice of Lease termination as provided in Section 10 (Notices) of this Lease. There shall be no remedy available for a determination of ineligibility.
- C. Upon the failure of the Resident to promptly pay rent, utilities, and other charges, CIHA will take action to terminate the Lease as prescribed in Section 3, Part C (Rent & Utility Payments) of this Lease.
- D. Upon a determination by CIHA that the Resident, any members of the Resident's household, or guests of the Resident, commits, attempts to commit, or threatens to commit any acts that physically injure any person lawfully upon the premises or any other premises of CIHA, the Resident shall be issued a 72-hour notice to vacate the unit, as provided in Section 10 (Notices) of this Lease, and CIHA shall immediately begin legal proceedings to evict the Resident.
- E Upon a determination by CIHA that the Resident, any members of the Resident's household, or guests of the Resident have engaged in the possession, use, manufacture, or sale and distribution of illegal substances, the Resident shall be issued a 72-hour notice to vacate the unit, as provided in Section 10 (Notices) of this Lease, and CIHA shall immediately begin legal proceedings to evict the Resident.

# **RENTAL LEASE**

- F. Upon a determination by CIHA that the Resident, any members of the Resident's household, or guests of the Resident have engaged in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Residents or employees of CIHA, the Resident shall be issued a 72-hour notice to vacate the unit, as provided in Section 10 (Notices) of this Lease, and CIHA will immediately begin legal proceedings to evict the Resident.
- G. Upon a determination by CIHA that the size of the dwelling unit is no longer appropriate to the Resident's needs, according to federal regulations and CIHA's adopted Admissions and Occupancy Policy, the Resident shall be issued a notice of not less than 30 days and not more than 60 days to vacate the unit, as provided in Section 10 (Notices) of this Lease. CIHA will offer the Resident a new Lease for an appropriately sized unit to which the Resident will be required to move during the notice period.
- H. All notices of Lease termination given to the Resident by CIHA shall state in writing:
  - 1. Specific grounds for termination.
  - 2. The Resident's right to make such reply as the Resident may wish.
  - 3. The Resident's right to examine and receive copies of CIHA documents directly relevant to the termination or eviction.
  - 4. The Resident's right to request a hearing according to CIHA's Adverse Actions Appeals procedure within 10 calendar days. Failure to request a hearing within 10 calendar days makes the Resident ineligible for a review.
  - 5. The Resident's right to be represented by a person of his own choosing, at his own expense, in any hearing relevant to enforcement of the terms of this Lease.
- I. This Lease may be terminated by the Resident at any time by giving 30-day written notice to CIHA.
- J. Immediately upon the termination of this Lease becoming effective, the Resident shall quietly and peaceably remove himself, his family, and his property from the premises and surrender possession thereof and the equipment and furnishings therein, in the condition as Leased, reasonable wear and tear excepted. All amounts owed CIHA by the Resident shall immediately become due and payable. In the event that Resident does not vacate the premises or leaves owing money to CIHA, CIHA may institute legal proceedings to force eviction and collect any funds owing and Resident shall pay to CIHA all attorney fees, court costs, and any and all associated legal costs incurred by CIHA in pursuing such legal action, if CIHA prevails in any legal proceeding.

# Section 10. NOTICES

A. Except as otherwise specified herein, any notice required by this Lease, the law, or pursuant to an Adverse Actions Appeals procedure will be sufficient if delivered in writing to the Resident; or to an adult member of his family residing in the dwelling unit; or if sent by first

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class mail, properly addressed to the Resident at the street address given in this Lease, postage prepaid.

- B. For Residents who are visually impaired, all notices shall be in an accessible format.
- C. Any notices to Residents who have vacated the unit shall be mailed to his forwarding address, given to CIHA as provided herein, or if no such forwarding address is given, to the former street address with instructions to forward. Notice to CIHA shall be served by personal delivery at, or mailed to:

Coquille Indian Housing Authority 2678 Mexeye Loop Coquille Tribal Lands Coos Bay, OR 97420

- D. General notices of policies, rules, or regulations may be made in any of these three (3) ways:
  - 1. Delivered directly or mailed to all Residents; or
  - 2. Published in the Sea~Ha Runner, or
  - 3. Posted in a conspicuous place at the CIHA office.

## Section 11. ADVERSE ACTION APPEALS PROCEDURE

- A. All grievances and appeals arising under this Lease shall be processed and resolved pursuant to the Adverse Action Appeals Procedure which is incorporated herein by reference, as the same may from time to time be amended.
- B. At the Resident's written request, CIHA shall provide the Resident a reasonable opportunity to examine any documents prior to an Adverse Actions Appeals hearing or court trial, including records and regulations in CIHA's possession and which are directly relevant to the termination of tenancy or eviction. The Resident may receive copies of such documents at their own expense.

#### Section 12. AMENDMENT

This Lease may be amended by giving the Resident not less than 30-day written notice of the same as provided in Section 10 (Notices) of this Lease. The Resident accepts the amendment by occupying the unit after the 30-day period.

## Section 13. MISCELLANEOUS

Neither CIHA nor any of its agents or employees can be held to any representations or promises with respect to any parts of the premises or dwelling units other than as set forth in the Lease Agreement. This Lease, together with any amendments, adopted CIHA Policies, and rules adopted in accordance with Section 12 (Amendments) of this Lease, evidences the entire Agreement between CIHA and the Resident.

# **RENTAL LEASE**

The failure of CIHA to insist in any one or more instances upon the strict observance of any of the terms shall not be considered as a waiver or relinquishment of such terms in any other instance; but the same shall continue in full force and effect. The rights and remedies given to CIHA under these terms are distinct, separate, and cumulative remedies and no one of them, whether exercised or not, shall be deemed to be exclusive of any of the others.

If any court of competent jurisdiction finds any section or part of this Lease to be invalid, the parties intend that the remainder of the Lease will be valid and binding upon the parties without considering the invalidated section or part.

## Section 14. ACKNOWLEDGEMENT

RESIDENT

## COQUILLE INDIAN HOUSING AUTHORITY

By:	By:
By:	Title:
Date:	Date:



# RENTAL LEASE

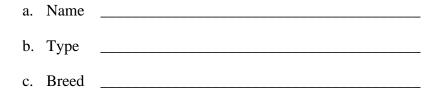
## ASSISTANCE ANIMAL ADDENDUM

Resident(s):

Unit:\_\_\_\_\_

The resident named above has been prescribed an assistance animal (attach verification), which is an animal that provides support to individuals with disabilities and includes service, therapy, companion, and comfort animals. Resident agrees to properly care for the health and wellbeing of the animal, respect the right to peaceful enjoyment of the occupants of neighboring properties, and protect CIHA property and staff from harm caused by the assistance animal. Further, resident acknowledges and agrees to the following:

1. Only the described assistance animal (attach photo) will reside in the unit:



- d. Color
- e. Weight \_\_\_\_\_
- 2. The assistance animal is licensed in Coos County, Oregon (attach verification).
- 3. The assistance animal has been vaccinated for \_\_\_\_\_\_\_(attach verification).
- 4. The resident acknowledges responsibility for the conduct and control of the animal at all times in compliance with rental lease terms, this addendum, CIHA policy, and Tribal law.
- 5. The resident is responsible for prompt and sanitary disposal of assistance animal waste.
- 6. The assistance animal will not create excessive noise.
- 7. The assistance animal will not engage in threatening conduct that disturbs, threatens, or harms other residents, guests, staff, or animals.
- 8. No deposit is being charged for the assistance animal. However, any damage caused by the assistance animal will be paid promptly by the resident.

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# ASSISTANCE ANIMAL ADDENDUM

9. In the event that the resident is hospitalized, becomes incapacitated, or for any reason is unable to care for the animal and fulfill the requirements described in this addendum, the person designated below will take immediate responsibility for the animal.

Name:		
Phone:		
Email:		
Address:		

10. Any change of assistance animal will require a new agreement.

By my signature below, I affirm that I have read and understand the terms of this addendum, and I am fully responsible and liable for all aspects of the humane care and physical control of the animal.

#### ACKNOWLEDGEMENT