

The Fort Sumter House Limited Pet Policy
1 King Street
Charleston, SC 29401
August 2, 2013

I. Policy

Residents are permitted to keep a maximum of one pet in their apartment. Dogs are ONLY allowed in apartments on the first floor. Cats are allowed in apartments on ALL floors (one through seven). Renters and guests are not permitted to have pets in the FSH apartments.

II. Procedure

A. Any pet residing at The Fort Sumter House (FSH) must be under the owner's total control at all times and the owner will be totally responsible for any occurrence, act, damage or law suit caused by or committed by the animal. The FSH community and management shall be held harmless.

B. Each pet must be registered with the FSH. Registration papers will be maintained in the resident's file. A photo of the pet is required with disclosure of pet's age. It is the responsibility of the owner to advise FSH of any changes.

1. A non-refundable Pet Privilege Fee of \$1000 for dogs/\$300 for cats must be paid at the time of application.

2. Owners of service dogs must provide evidence that the dog is trained and certified to assist or aid those with disabilities or handicaps.

3. All dogs must wear collars with relevant identification.

C. A statement of health from a veterinarian is to be attached to the registration form. Each pet is to be properly vaccinated (including Bordetella, kennel cough) and licensed/registered. These records must be updated annually and will be maintained in the resident's file.

D. The pet owner will appoint an alternate caregiver in case he or she is unable to care for a pet. The owner and the alternate caregiver will sign the registration form accepting responsibility for the pet. In an emergency situation, should the alternate caregiver not be available to pick up the pet, it will be placed in a kennel at the owner's expense.

E. Pet owners are responsible for the behavior of "dog walkers". The regulations apply to anyone who removes a pet from the apartment.

F. The pet owner will have a current insurance policy which provides both property and liability coverage. The liability coverage will be for a minimum of \$300,000. A copy of the current insurance policy's declaration page will be maintained in the resident's file.

G. No pets are permitted in the swimming pool enclosure or the exercise room or lobby, except for ingress or egress of the building.

- H. No outside pet structures are permitted.
- I. FSH, in its sole discretion, reserves the right to deny a resident's request to bring his/her pet and/or to remove a pet when deemed in the best interest of FSH.
- J. **The pet owner has the following responsibilities:**
 - 1. The pet owner must assure that their pet will not attack, bite, or behave in any manner which may result in injury or may endanger the general health and safety of residents, employees or visitors.
 - 2. The pet owner will be responsible for any expense incurred by FSH as a result of keeping a pet, including extermination of fleas and other pestilence, replacement of landscaping plantings, replacement of carpet and other property damage.
 - 3. Pets will not be permitted to disturb residents. Unacceptable behavior by pets would include: excessive barking, destruction of plants, soiling of an area or jumping on residents.
 - 4. Pets must be housebroken. Cats must be litter-box trained, and residents shall bag litter securely and dispose of the litter properly and in a timely manner. Bagged kitty litter shall not be placed in the hallway trash closets.
 - 5. The pet owner must pick up any waste left by pets and properly dispose of it whether indoors or outdoors.
 - 6. The pet owner must keep pets under control at all times and to assume sole responsibility for their care.
 - 7. The pet owner must keep pets under restraint whenever outside of the apartment unit.
 - 8. The pet owner must see that pets do not create noise or a nuisance which disturbs the enjoyment of other residents or guests.
 - 9. The pet owner must maintain their apartment in a clean and sanitary manner, free of strong animal odors. At FSH's discretion, additional housekeeping, spraying and/or air purifying may be required at the owner's expense.

III. Enforcement, Remedies, and Financial Penalties

- A. Pet owners shall indemnify The Fort Sumter's House Owners Association, The Fort Sumter House Board of Directors, any individual member of The Fort Sumter House Board management and staff; and shall hold it harmless against loss or liability of any kind resulting directly or indirectly from a pet related incident.
- B. Process to report a violation:
 - 1. Any FSH owner, resident, or member of the FSH management staff who observes an infraction of the Limited Pet Policy should

discuss the infractions with the pet owner in a neighborly fashion in an effort to secure voluntary compliance.

2. If any FSH owner or resident prefers, he/she may report the infraction to the management staff and ask that the staff verbally request voluntary compliance.
3. If compliance is not satisfied voluntarily, the compliant must be put in writing, signed and presented to the FSH Board of Directors. If the board is in agreement, a written notice of violation will be issued to the pet owner. If the pet owner does not comply, arrangements will be made for a hearing.

C. Remedies and Financial Penalties:

1. The FSH Board of Directors will have the authority to hold hearings and to assess and collect the following fines for violations of the Limited Pet Policy.
 - 1st violation: \$100.00
 - 2nd violation: \$300.00
 - 3rd violation: \$500.00Each successive violation: \$500.00 and/or removal of pet from the Fort Sumter House property as determined by the Board of Directors.
2. The FSH Board of Directors will have the authority to assess owners and collect amounts necessary to repair or replace damaged objects or areas.
3. The FSH Board of Directors will have the authority to remove any pet found to be living with a renter and assess a fine against both the owner and the renter.

D. The FSH Board of Directors will have the authority to require removal of the pet from the premises if, in their collective judgment, the animal is deemed to be a nuisance or a danger to the FSH and/or its residents. This authority includes obtaining assistance from the Livability Court, The Charleston County Dog Pound, the Animal Humane Society, or any other entity to help in the removal of the animal. Any cost of such removal, including but not limited to kennel or veterinary care, will be the sole responsibility of the pet owner.

IV. Approval

Fort Sumter House, Board of Director's

Date

V. Acknowledgement

I have read and understand the above policy.

Resident Signature

Date