



FirstService Residential
1904 Clubhouse Drive
Sun City Center, FL 33573
Phone: 813-642-8990 Fax: 813-642-8790

Dear Doctor:

In order for your patient to have a service/support animal approved, the attached form ***Request for Association Approval of Service or Support Animal*** must be completely answered. Incomplete or vague answers may result in your patient's request being denied.

This form follows the requirements set forth in the United States Code of Federal Regulations (CFR); 24 CFR 100.201, 24 CFR 100.201 (a)(1)(2); 24 CFR 100.204, and Title 24 Housing and Urban Development.

The following is what is required of you:

1. A **specific** professional medical diagnosis.
2. The **precise** major life activity (or activities) that your patient is limited or unable to participate in due to their mental or physical impairment.
3. **Specifically** state how the service or support animal affords your patient the opportunity to compensate for their impairment and restricted major life activity as referenced in number 2 above.

General, ambiguous or non-specific answers may result in your patient's request being denied or sent back to you for clarification by the Associations Board of Directors.

ALL forms must include the physicians or therapists name and contact information.

FirstService Residential

**REQUEST FOR ASSOCIATION APPROVAL OF
SERVICE OR SUPPORT ANIMAL**

Name of Patient: _____ Patient's Phone No: _____

Address: _____

Identify specifically the physical or mental impairment* of the patient that constitutes the handicap.

Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.**

What is the major life activity that this person is prevented from engaging in due to their handicap? (A major life activity means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working*)

Please state specifically how the animal will afford the patient an equal opportunity to use and enjoy their home, including the common areas*.

***24 CFR 100.201 and 24 CFR 100.204, Title 24 - Housing and Urban Development.**

****24 CFR 100.201 (a)(1)(2)**

By my signature below, I certify that _____ is my patient and has been under my care since _____. I am intimately familiar with his/her history and with the functional limitations imposed by his/her handicap. The information I have provided above is true and correct.

Signature of Physician or Therapist

**Please stamp or type Physician's name, address
and telephone number.**

Date Signed

PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

SERVICE, COMPANION OR THERAPY ANIMAL AGREEMENT

Name(s) _____

Unit Address: _____ Unit No: _____

OF _____ **CONDOMINIUM ASSOCIATION, INC.**, SUN CITY CENTER, FLORIDA

Identification of Service animal: (___) dog or (___) cat currently being kept at the above location.

Identification: _____
Breed, Color, Age, Weight (at maturity), Name

This Service, Companion or Therapy Animal Agreement is entered into by and between the above-identified condominium unit owner(s) (hereinafter called "Owner") and FirstService Residential, as the Management Firm and as agent on behalf of the condominium association for the above-identified condominium (hereinafter called "Manager"). **Service, Companion or Therapy Animal will refer to singular (1) or plural (2) animal(s). Any change of Animal will require a new Agreement to be executed.**

WHEREAS, Owner owns the above-identified house animal and

WHEREAS, the Manager has the responsibility for the maintenance of the common elements in the above-identified condominium as well as the responsibility for the enforcement of the rules and regulations set forth in the Declaration of Condominium; and

WHEREAS, Owner acknowledges understanding of the restrictions and requirements of this Agreement as follows;

NOW, THEREFORE, in consideration of the foregoing premises, Manager and Owner hereby specifically agree as follows:

1. Manager shall enforce this Service, Companion or Therapy Animal Agreement pursuant to the terms hereof, and the decision of Manager to charge a penalty fine or to make a deduction to repair damage shall be in the sole discretion of Manager and shall be final. If it should become necessary for Manager to utilize the services of an attorney for appropriate action to enforce any provision of this Service, Companion or Therapy Animal Agreement, Owner agrees to pay all costs and expenses reasonably incurred including, but not limited to, attorneys' fees and costs of demand or litigation associated therewith. Owner agrees to pay all costs upon demand.

In consideration for being permitted to keep a Service , Companion or Therapy Animal(s) in accordance with the foregoing provisions, Owner specifically agrees to indemnify and hold harmless the Manager from and against any and all manner of actions, causes of action, law suits, debts, claims, damages, judgments and any other liability or matter arising in law or in equity directly or indirectly as a result of this agreement or the keeping of the Service, Companion or Therapy Animal in the unit, the property of the condominium and the Kings Point complex.

2. Owner agrees to abide by and follow the following rules and regulations regarding the Animal:
 - a. A Service, Companion or Therapy Animal shall not be permitted to defecate or urinate on any area defined as a common element, limited common element or other properties at Kings Point except within the designated areas.
 - b. A Service, Companion or Therapy Animal shall be kept on a leash at all times when such Animal is outside of Owner's unit.

- c. Owner shall not allow a Service, Companion or Therapy Animal to be a nuisance or disturb neighbors by barking or causing other loud noises or by otherwise interfering with the rights, comforts or conveniences of other unit owners or their tenants.
 - d. A Service, Companion or Therapy Animal shall not be permitted to cause damage or destruction to any unit or to cause damage or destruction to any of the common elements, limited common elements or properties in the Kings Point complex.
 - e. A Service, Companion or Therapy Animal shall be exercised only in the designated pet exercise areas or outside of the Kings Point complex.
3. Any complaints of damage caused by the Animal from other unit owners shall be submitted to the Manager in writing and shall be verified by the Manager's employees or Kings Point guards. Any employee of the Manager and/or a Kings Point guard may also file written damage complaints. Manager shall determine the amount of the damage and notify Owner in writing to make the necessary repair or replacement. Owner will pay amount of damages within fifteen (15) days from the date of such notice. Payment for damages pursuant hereto shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently.
 4. Complaints not involving damages submitted to the Manager by other unit owners at Kings Point shall be in writing and shall be verified by Manager. Such complaints may also be submitted in writing by Manager's employees or Kings Point guards.
 5. Each Animal complaint submitted under paragraph 3 or 4, filed by an employee of the Manager or a Kings Point guard, and shall constitute an infraction for purposes of this paragraph. Each verified complaint under either paragraph from other sources shall be an infraction hereunder. Manager shall take action with regard to such infractions as follows:
 - a. First infraction: Manager shall notify Owner of infraction in writing
 - b. Second infraction: Manager shall notify Owner in writing warning that the next infraction will cause a penalty fine to be assessed.
 - c. Third infraction: Manager shall notify Owner and assess an amount up to the maximum allowed under the applicable provisions of Section 718.303, Florida Statutes, as a penalty fine which Owner shall forfeit and not be entitled to recover. However, such fine shall not be levied until Owner has received written notice of the infraction in accordance with Section XIX (H) of the Declaration of Condominium for the Owner's condominium. Such notice shall give Owner the opportunity to request a hearing before a committee of Owners, created pursuant to applicable Florida law, at a time and date which shall not be more than thirty (30) days after the date of such notice.
 - d. Fourth infraction: Manager shall notify Owner that this Agreement is terminated and shall demand that the Animal, as applicable, be removed from the premises within thirty (30) days from notice. Prior to taking the action contemplated in this subparagraph, Owner shall have the same opportunity for notice and a hearing as provided in subparagraph (c) above.

Infractions for purposes of this paragraph shall cumulate only on the basis of separate twelve (12) month periods with each new period commencing on the annual anniversary date of this Agreement ("Infraction Period"). In other words, the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this paragraph.

6. This Service, Companion or Therapy Animal Agreement shall be executed in duplicate copies and Owner's copy shall constitute the permit for the keeping and harboring of the Animal until same shall be terminated by Manager in accordance with the terms hereof or terminated upon the death of the Animal or the removal of the Animal from the Owner's unit.

This Service, Companion or Therapy Animal Agreement and the permit it represents is not assignable by Owner.

Owner Agrees to abide by all state and local animal ordinances. An overview of Hillsborough County Ordinances is attached. The complete statute is available through Hillsborough County Animal Services.

The Agreement may not be altered or changed in any way. Animal Services - Hillsborough County

Select features found in the Animal Ordinance which will affect pet owners or the general public are:

- All dogs, cats, and ferrets four months of age or older must be vaccinated against rabies by a veterinarian and be registered with the department. This provision provides for local enforcement of state law which now requires ferrets to be vaccinated against rabies.
- All dogs will be required to wear the rabies tag when outside. Cats, when outside, will be required to wear the tag or to be micro chipped, tattooed, or have an ear tag that can be used to identify the cat so the owner can be traced. Dogs and cats, while participating in a sanctioned event, will not be required to wear the tag. This provision will better enable a person bitten by a dog or cat and public health authorities to know if the animal has a current rabies vaccination. This will also aid in getting lost pets and their owners reunited.
- Excluding public right-of-way on an owner's private property, no dog or cat shall be allowed to stray, run or go, at large upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. Any cat routinely outdoors while not under direct control must be sterilized. This will better protect the private property rights of our citizens who do not want dogs or cats on their property. It will help reduce problems that can result from outdoor pet cats indiscriminately breeding. It will also likely result in, over time, a higher percentage of pet cats being kept indoors; thereby reducing the health and safety risks to which outdoor cats are exposed.
- Dogs or cats in heat, when not in a proper enclosure, must be under the direct supervision of a responsible individual so that the dog or cat is not allowed to unintentionally come into contact with a male dog or cat and breed. This provision will help prevent unwanted litters of puppies and kittens that contribute to our tragic dog and cat overpopulation problem.
- Any feces deposited by a dog, cat, or pet pig on public property, public walks, and recreation areas or the private property of others must be immediately removed by the person who has custody or control of the animal. This provision will help reduce the health and nuisance problem created by dogs and cats that have been permitted to defecate on the property of others.
- No person will transport on any public highway, roadway or thoroughfare any animal in a vehicle unless the animal is safely confined or tethered to prevent the animal from falling or jumping from the vehicle. This provision will reduce the potential danger to people and animals that could be caused if an animal were to fall onto a busy public road in our county.
- It will be unlawful to strike or interfere with a service animal while performing its duties. This will help prevent someone from interfering with a service animal that is assisting, for example, a deaf or visually impaired person.

767.04 Dog owner's liability for damages to persons bitten.

The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him or her by the laws of this state or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner. However, the owner is not liable, except as to a person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner had displayed in a prominent place on his or her premises a sign easily readable including the words "Bad Dog." The remedy provided by this section is in addition to and cumulative with any other remedy provided by statute or common law.

IN WITNESS WHEREOF, the undersigned executed this Service Animal Agreement on this _____ day of _____, 20____ .

NAME(S)

Signature

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ . He/She is personally known to me or has produced _____ as identification.

My Commission Expires:
(AFFIX NOTARY SEAL)

Signature

(This section to be filled out by the Association)

ASSOCIATION APPROVAL

Signature

Print Name, Title and Date