

ANIMAL REQUEST AND REGISTRATION

Any owner or non-owner who wishes to keep an animal must complete and submit the following information, acknowledge legal responsibility, and receive board approval for said animal. <u>Non-owners may only keep service or emotional support animals</u>. A separate form must be completed and submitted for each animal.

Article XIV, Section 7 of Schooner Bay Condominium Association (hereinafter "the Association" bylaws state:

No dog, cat, bird, fish or other animal of any kind shall be raised, bred or kept upon the property without the prior written consent of the board of directors. Furthermore, no animal permitted by the board shall be raised, bred or kept for commercial purposes, and no such animal shall be retained after notice from the board to remove it from the property for a reasonable cause, stated in the notice. All unit owners raising, breeding or keeping one or more animals shall comply with all applicable laws pertaining to the raising, breeding and keeping of such animal(s).

Furthermore, pursuant to a board resolution dated August 1, 2023, any owner wishing to receive board approval for their animal(s) must submit proof of vaccination and proof of liability insurance, whether insured within a homeowner's policy or by a separate liability policy. <u>Non-owners keeping service or emotional support animals are required to provide proof of vaccination and are encouraged to secure liability insurance</u>.

Unit #:	Owner Request	Non-owner Request
Name:		
Animal Name:	Weight:	Height:
Type of Animal:	Breed of Animal:	

I request permission to own and keep the above-described animal. I agree to keep the animal from causing undue disturbances such as barking or howling or other nuisance noises. I further agree and understand that my animal must always be leashed when outside my unit and I agree to clean up after it. I further agree and understand that biting, attacking, or otherwise harming another person or animal is grounds for immediate revocation of the animal's board approval. I further agree to keep current the animal's vaccinations and liability insurance and agree to provide such documentation to the Association office.

The Association reserves the right to revoke its prior board approval should the Association determine that the animal is being mistreated or neglected, the animal poses a direct threat to the health and safety of others, or the animal creates an unmanageable disturbance or interference with the Association's operations or other unit residents.

I understand that failure to follow these rules and regulations regarding the keeping of my animal will result in a fine of \$100 per thirty (30) days and possible revocation of my animal's board approval.

Signature:

Date:



STATEMENT OF LEGAL RESPONSIBILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I acknowledge that I am solely responsible for managing my animal and that I am solely responsible for any damage, harm, or loss to Schooner Bay Condominium Association (hereinafter "the Association") or to any other person caused by my animal. I agree to fully reimburse the Association for the cost of any repair, cleaning, decontamination, extermination and/or other maintenance related in any way to the keeping of my animal. I accept full and complete responsibility for my animal, whether the animal is under my control or under the control of another person to whom I have entrusted my animal.

I acknowledge that I am solely responsible for my animal's health, wellbeing, and veterinary care, including emergency care, if required. I agree that I will keep my animal in good health, groomed and cleanly. I hereby certify that my animal is up to date on all vaccinations, is healthy and free of illness, and has not been in the presence of any contagious disease, illness or condition or has been ill with any communicable disease, illness, or condition within the past six (6) months. I agree that if I later become aware that my animal is ill, infected, or exposed to a disease, illness or condition that is contagious to animals or humans, I will immediately contact the Association and will provide all available information concerning the disease, illness or condition, including veterinary records and the animal's veterinarian contact information.

I certify that my animal has not harmed or shown aggression or threatening behavior toward any person or other animal. I further certify and warrant that I am well and personally familiarized with the traits and habits of my animal and that it has never shown any propensities to cause either personal injury or property damage of any kind or of any nature.

I hereby expressly agree that I have reviewed and fully accept the terms of the Association's rules and regulations and will strictly abide by them. By signing this agreement, I knowingly and fully release, indemnify, defend, and hold harmless the Association, its officers, directors, employees, agents, contractors, subcontractors, insurers, indemnitors, indemnitees, and representatives of from and against any and all claims, damages and losses, or liability, including, but not limited to, any and all claims for injury, including death, loss of or damage to property, and all other losses suffered by the Association, myself, and/or persons or property which may in any way relate directly or indirectly to keeping my animal, irrespective of any negligence or other fault of the Association, its employees, agents, contractors or any party whatsoever.

I further acknowledge that this is a full and complete release with respect to any claim arising out of the keeping of my animal.

This Agreement shall be construed according to the laws of the US Virgin Islands.

I have carefully read and fully understand and accept the provisions of this Agreement and have signed it as my own free act, of my own free will and accord.

Printed Name: _____

Signature: _____

Date: _____