

## SAMPLE EXHIBIT TO OFFICE LEASE

### DOGS

Tenant's employees shall have the right to bring fully domesticated, trained, non-aggressive dogs (referred to herein collectively as the "Approved Dogs") into the Premises and Project, provided and on the condition that:

- (a) the Approved Dogs shall be strictly controlled at all times and shall not be permitted to damage any part of the Project (including the Premises) or cause excessively loud noise whether through barking, growling or otherwise;
- (b) the Approved Dogs shall not be left unattended in the Premises;
- (c) while outside the Premises (i.e., in any Common Areas of the Project), the Approved Dogs shall be kept on leashes at all times;
- (d) the Approved Dogs must have the following vaccinations: Rabies; Dhlp-p (every 12 – 36 months based on the reasonable recommendation of the dog's veterinarian); and Bordetella ("kennel cough") every 6 months. Upon Landlord's reasonable request from time to time, Tenant shall provide Landlord with evidence of the current foregoing vaccinations for the Approved Dogs;
- (e) Tenant shall be responsible for any additional cleaning, repair and replacement costs and all other costs which may arise from the Approved Dogs' presence in the Project in excess of the costs that would have been incurred had the Approved Dogs not been allowed in or around the Project;
- (f) Tenant shall be liable for, and hereby agrees to indemnify and hold the Landlord Parties harmless from any and all claims arising from any and all acts (including but not limited to biting and causing bodily injury to, or damage to the property of, another tenant, subtenant, occupant, licensee, invitee or an employee of any of the Landlord Parties) of, or the presence of, the Approved Dogs in or about the Premises, the Building or the Project. In the event that any Approved Dog bites or otherwise injures any person or any other Approved Dog, Tenant must immediately cause the employee whose dog caused the injury to remove its Approved Dog from the Project and in no event thereafter shall the Approved Dog which caused the injury ever be brought to or kept at the Premises or Project;
- (g) Tenant shall immediately remove any dog waste including, without limitation, excrement from the Premises, the Building and the Project. If Landlord reasonably determines that Landlord has incurred or is incurring increased janitorial (interior or exterior) maintenance costs as a result of the Approved Dogs' presence, Landlord shall give Tenant written notice thereof, and if the matters giving rise to such increased costs are not remedied within ten (10) days after such notice to Tenant, Tenant shall reimburse Landlord for such costs as

Additional Rent within ten (10) days after receipt of Landlord's invoice therefor and reasonable evidence of such costs;

- (h) The Approved Dogs shall be appropriately treated to prevent fleas, ticks and other parasites. If Tenant has reason to believe that one or more of the Approved Dogs is infested with fleas, ticks or other parasites, such Approved Dog(s) shall not be brought into the Premises until it is no longer infested with fleas, ticks or other parasites;
- (i) Tenant shall be responsible for, and indemnify, defend, protect and hold the Landlord Parties harmless from and against any and all costs to remedy any and all damages caused to the Building, the Project or any portion thereof or to the premises or subpremises or property of any occupant or visitor to the Building or the Project by an Approved Dog; and
- (j) Tenant shall comply with all applicable Laws associated with or governing the presence of a dog within the Premises and/or the Building and such presence shall not violate the certificate of occupancy.

Without limiting Landlord's rights or remedies under the Lease, Tenant's receipt of notice from Landlord that Tenant has violated the provisions of this Exhibit on more than two (2) separate occasions in any sixth (6<sup>th</sup>) month period shall, at Landlord's option, result in termination of Tenant's right to bring dogs into the Premises/Project immediately upon the occurrence of the third (3<sup>rd</sup>) such violation. Furthermore, in the event that other tenants of the Building experience allergic reactions as a result of the presence of Tenant's dogs or otherwise complain to Landlord of excessive noise or other issues related to Tenant's dogs, and such complaints are not remedied by Tenant to Landlord's reasonable satisfaction within five (5) days of Landlord's notice thereof to Tenant, Landlord may, at Landlord's option, immediately terminate Tenant's right to bring dogs into the Premises/Project.

**Provided by:**



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