



A Guide
for
Rental
Managers
and
Property
Owners

Profiting from Pets

*Includes
Recommended
Pet Policies
and a Sample
Pet Addendum to a
Rental Agreement*



Contents

Why The Humane Society of the United States Created This Booklet

“Moving” and “landlord won’t allow” are among the top reasons given by pet owners when relinquishing their dogs or cats to animal shelters. If more rental housing permitted pets, millions of dogs and cats could be placed in homes—and stay in their homes—when their caregivers move.

Those reasons are why The Humane Society of the United States (HSUS) helps rental managers, property owners, and pet caregivers solve the challenges of keeping pets in rental properties. It’s all part of our Pets for Life™ campaign, designed to keep pets with their families, where they belong, for life. In addition to helping people keep their pets when they move, we also help people solve other problems that threaten human-pet relationships, such as behavior issues and allergies to pets.

For more information about the Pets for Life campaign or for any other information about pet care and behavior, visit www.petsforlife.org, or write to Pets for Life, The HSUS, 2100 L St., NW, Washington, DC 20037.

FOR MORE INFORMATION about renting to people with pets, including links to websites that list pet-friendly rental properties around the country, visit the number-one website for pet-related housing information, www.rentwithpets.org.

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How a Pets-Allowed Policy Can Work for You



IS YOUR RENTAL PROPERTY'S NO-PETS POLICY COSTING YOU MONEY? Nearly one of every two renters in the United States has pets.* You don't have to lose the opportunity to have this market share of renters—a majority of whom could be great residents—solely because they have pets.

If you're a landlord, rental manager, condominium association board member, or someone who simply rents out a house, you probably have legitimate concerns about opening your property to pets. Perhaps you've had bad experiences with irresponsible pet owners and worry about complaints from neighbors.

Or maybe you're not sure how to deal effectively with pet-owning residents should problems arise. You may feel that if you allow one resident to have a pet, you will have to let everyone have a pet. But it doesn't have to be this way.

The keys to a successful pets-welcome policy are allowing only responsible pet caregivers to rent from you and establishing effective pet-keeping policies so pet owners, your other residents, and you are happy. Thousands of rental property owners and managers have learned how to do this. As a result they have benefited from lower vacancy rates and longer tenancies.



*Source: American Veterinary Medical Association, 1996

Why a Pets-Allowed Policy Makes Cents

In fact, it makes good business sense to maintain a policy that welcomes responsible pet owners. Here are some of the benefits.

You'll attract more potential residents. Almost 50 percent of renters have pets.* A pet-friendly policy will increase the marketability of your housing property or community.

You'll increase the average length of occupancy. Once pet caregivers find a housing property that welcomes their cat, dog, or other companion animal, they are likely to rent for a longer period of time than residents without pets.

You'll foster goodwill. Research has proven time and again the benefits that people derive from sharing their lives with pets. Pets help us live happier and healthier lives. Allowing pets in your housing community will not only help your residents, but also will help you and your company by generating a positive public image.

You'll have a larger number of responsible residents. Responsible pet caregivers—those who are good neighbors and whose pets are well cared for—are more likely to be model residents in other ways, too. Because they know that pet-friendly housing is scarce, responsible pet owners generally strive to abide by all housing rules, even those not related to pets.

The keys to success are **accepting only responsible pet-owning residents**—those who meet certain requirements such as having all their pets spayed or neutered—and **establishing effective pet-keeping policies**—such as requiring that all cats be kept indoors at all times.

How do you develop an effective pets-welcome policy that ensures you accept only responsible pet owners and that guides those residents once they move in? Follow these 13 steps to success.

*Source: American Veterinary Medical Association, 1996



13 Steps to Developing an Effective Pets-Welcome Policy

1 Limit the number of animals per dwelling. Any person, regardless of the size of his or her home, can maintain only a few pets responsibly. Because pets often are happier living in pairs, do not summarily restrict residents to only one pet per household. Establish reasonable limits based on the activity level of the pet and the care and exercise provided by the owner. For more guidance, see “A Checklist for Rental Managers” on page 12.

2 Allow only traditional pets in your rental home or housing community. Limit residents to having cats, dogs, rabbits, guinea pigs, hamsters, gerbils, ferrets, mice, rats, small caged birds, and fish. Exotic or wild animals such as iguanas and hedgehogs don't belong in homes because they often cannot be kept responsibly.

3 Require that resident dogs, cats, rabbits, and ferrets be sterilized before they reach six months of age. Sterilized animals are much less likely to bite or spray urine. And they won't go through noisy heat cycles. Of course, sterilizing pets also helps reduce pet overpopulation—and prevents pets from breeding in your house, apartment building, or condominium. Require written proof of sterilization from a veterinarian, and keep it on file. (Most veterinarians routinely fulfill such requests from their clients.) Make exceptions for pets if they are certified by a veterinarian to be too old or sick to undergo spay or neuter surgeries.



4 Require that cats and dogs be licensed and up-to-date on rabies and other vaccinations. Dogs and cats should be licensed with the local animal control agency and vaccinated against rabies as required by state or local law. Require written proof of licensure and vaccination status, and keep it on file. (Most veterinarians routinely fulfill such requests from their clients.)

5 Require that pets be kept under control at all times. Cats should be kept indoors or on a harness under direct human supervision while outdoors. Dogs should be on a leash and under human control while outdoors. If you lease a house or townhouse with a fenced-in yard, require that dogs not be left alone in the yard when the resident isn't home, and be sure to expressly prohibit chaining or otherwise tethering animals.

6 Require that cats and dogs wear collars with up-to-date identification at all times. In the event a resident's pet escapes and becomes lost, this will make it easier to return the animal to his or her owner.

7 Require that residents with pets follow a written set of rules related to the responsible keeping of pets in your rental home or community. These guidelines should include proper disposal of pets' waste, and, for larger housing communities, use of designated "pet-only" washers and dryers. See page 16 for a complete list of recommended pet policies for condominiums and apartment buildings.



8 Do not require that cats be declawed or dogs be debarked. Responsible pet caregivers solve issues such as destructive scratching and barking through humane behavior modification.

9 Evaluate prospective residents and their pets on an individual basis. Breed and size do not indicate a pet's temperament or suitability as a member of your housing community or as a resident in your rental home. For example, weight limits for dogs are usually only useful for units on upper floors of apartment buildings that lack carpeting or other means of effective soundproofing. This is because responsibly kept larger dogs will generally cause fewer problems for rental managers and for neighbors than irresponsibly kept smaller dogs.

So be sure to evaluate each animal on his or her own merits. When possible, check with previous landlords or apartment managers to find out whether the applicants or their pets caused any problems. Interview prospective residents to determine their commitment to providing responsible pet care. For guidance on conducting such an interview, see "A Checklist for Rental Managers" on page 12.

10 Require that prospective residents fill out a pet application form. If you decide to welcome pet caregivers into your rental home or housing community, require that they fill out a pet application form and supply you with a photo of their pet(s). See page 13 for a sample pet application form.

11 Require that approved pet owners sign a pet addendum to your regular rental agreement. This addendum should state that the resident understands all stated pet-keeping policies, such as those mentioned in Step 7. It should also outline the steps that will be taken in the event a pet-related dispute occurs—such as requiring the use of a local mediator. See page 14 for a sample pet addendum to a rental agreement.

12 Require a reasonable supplemental security deposit. If allowed by state and local law, require pet caregivers to remit an additional refundable security deposit specifically to cover any damage caused by pets. This additional deposit serves as further incentive to keep animals responsibly.

13 Require that current residents who do not currently have pets inform you if they intend to acquire a pet. State in the lease that residents must get your approval to bring a pet into your housing community *before* they adopt a pet.



The Top Eight Concerns of Rental Managers and How to Address Them

What about damage to the unit?

Most managers and rental home owners have this concern. You have several options for protecting your property, depending on your local laws. First, state in the lease agreement that residents are liable for all damages caused by their pet(s), and require an additional refundable security deposit specifically to cover any pet-related damage. If the law allows, don't designate it as a "pet deposit," but instead as part of the security deposit, which can be applied to any and all damages, regardless of the cause. Second, just as you do with your regular lease agreement, discuss each pet policy with the resident at the time the agreement is signed—and stress compliance. At the end of a resident's tenancy inspect the unit or home with the resident before he or she leaves. If there is any damage, note it in writing and be sure that both you and the resident sign off on it. Take photographs for documentation.

What about mandating that cats be declawed?

Cats may scratch some furnishings and drapes, but it is rare for cats to scratch other surfaces in an apartment or rental home. Moreover, it is easy to use positive training techniques to direct this natural behavior to appropriate objects—such as a scratching post. If you manage a property that comes furnished, choose furnishings with fabrics that are less likely to appeal to cats; smooth, tightly woven fabrics are generally less appealing to cats than rougher fabrics. Because removing cats' claws is painful to cats, The Humane Society of the United States (HSUS) opposes declawing when it is done solely for the convenience of caregivers or rental managers. Contact The HSUS for suggestions on training cats.

What about odors caused by pets?

Responsible pet owners understand the importance of maintaining a clean and safe environment for their pets. They clean their cat's litter box regularly, clean up any accidents that occur when an animal is ill or old, and pick up after their dog. Requiring that pets be sterilized will make them less likely to urinate as a form of marking their territory and will remove the pungent-smelling urine of an unneutered animal. The HSUS has information (both in print and online at www.petsforlife.org) to help your residents housetrain their pets and take steps to effectively eliminate odors.

If you manage a large housing community, you may want to designate a separate washer and dryer so that non-pet-owning residents do not have to launder their belongings in machines used for pet bedding and toys.

What about barking?

Unwanted barking can be a frustrating problem that results in an unhappy pet owner, unhappy neighbors, and an unhappy dog. A responsible dog owner doesn't let her dog's barking become a nuisance. With training, barking problems can be solved. But in the event a dog continues to bark, your pet addendum to the lease should protect your interests, and those of resident neighbors, by spelling out what steps can be taken to rectify the problem. These steps also can apply to noisy cats and birds. (See page 14 for a sample pet addendum to a rental agreement.) Tips and resources for stopping a dog from barking are available from The HSUS (both in print and online at www.petsforlife.org).

What about pet waste disposal?

Your rental property's pet policies should require that all cats and dogs be kept under control of their owners at all times. For cats, this means cats are kept indoors where they use a litter box; cat owners should be instructed to double-bag their cat's waste, and special receptacles should be designated for their waste so that other residents aren't exposed to cat waste in common trash containers. The same waste-disposal guidelines should apply to rabbits, guinea pigs, hamsters, gerbils, ferrets, mice, and rats. For dogs, this means they should be under control of their owners at all times; dog caregivers should be required to pick up after their dogs. Some large rental communities provide designated dog toileting areas for residents and may provide disposable, dog-waste bags for this purpose.

Here's the Scoop

Here is a list of companies that sell small garbage bags in dispenser units.

DISPOZ-A-SCOOP

Petpro Products, Inc.
504 N. Oak St.
Inglewood, CA 90302
1-800-873-5957
Fax: 310-677-0999
www.petpro-usa.com

DOGGIE WALK BAGS

P.O. Box 228
Balboa Island, CA 92662
949-786-5123
Fax: 949-786-2800
www.dogbag.com

DOGIPOT BAGS

P.O. Box 770759
Orlando, FL 32877-0759
1-800-DOG-POT-1
Fax: 407-344-4908
www.dogipot.com

MUTT MITT

Intelligent Products, Inc.
10000 Lower River Rd.
Burlington, KY 41005
1-800-697-6084
Fax: 859-689-5511
www.pickupmitts.com

What about fleas?

Responsible pet owners maintain flea-free pets with the many safe and effective products available through their veterinarians. When you interview prospective residents with pets, ask them what kind of flea control program they use. The pet addendum to your rental agreement should reserve your right to have the premises professionally treated, at the resident's expense, in the event there is evidence of fleas after the resident has vacated the premises. (See page 14 for a sample rental agreement pet addendum.)

What about dangerous dogs?

All residents and their pets should be evaluated on an individual basis. Size and breed do not indicate a pet's temperament, and local laws may prohibit you from excluding any animal based on breed alone. Do not permit dogs with a known history of dangerous behavior. Require references from former apartment owners, neighbors, veterinarians, and trainers. Because unsterilized dogs are up to three times more likely to bite, require that all dogs be spayed or neutered. The pet addendum to your rental agreement should include an indemnification clause to protect you and your company from any liability in the event a resident's pet causes any injury to a person or damage to personal property. (See page 14 for a sample rental agreement pet addendum.)

Where can resident managers and rental property owners get help locally?

Your local humane society or animal shelter may be able to provide free information and advice to your pet-owning residents. Contact your local humane society to find out how it can assist you. If you have residents who would like to adopt a pet, require that they inform you of their intention to do so *before* bringing the pet into the community. The animal care professionals at your local humane society can help your residents make successful matches with pets that suit their lifestyles and living situations.



Spreading the Word about Your Pet-Friendly Policy

Making the most of your pet-friendly policy means spreading the word. You can promote your pet-friendly community or rental home at no charge at welcome centers, visitors' centers, chambers of commerce, libraries, veterinary offices, pet sitters, pet supply shops, grooming shops, boarding kennels, and dog training facilities. Be sure to mention your open-door policy for responsible pet caregivers in any classified advertisements and entries in rental guides or listings with online apartment search companies.

Also contact your local animal shelters or humane societies. They can be helpful resources to you. Here's why:

- They may maintain a directory of pet-friendly housing in which your property can be listed.
- They can supply you with flyers about responsible pet ownership and may be able to provide solutions to common pet-related issues or refer residents to trainers and pet behavior consultants.
- They may offer services to your residents such as pet parenting and dog training classes, pet behavior counseling, on-site lectures on various pet-care topics, and vaccination clinics.
- They will help residents who want a new pet to adopt one best suited to their lifestyle and living situation. This means that they will steer residents away from an animal who may be inappropriate for your property.



A Checklist for Rental Managers: How to Identify Responsible Pet Owners

The following is a list of questions to use when interviewing prospective residents with pets. These questions will assist you in getting to know a resident and his or her commitment to providing responsible pet care. We strongly suggest that you meet the pet, especially dogs; a well-groomed, well-behaved pet is one of the best signs of a responsible pet caregiver.

For All Pet Owners

- What types of pets do you have?
- How long have you had your pets?
- Do you have a letter of recommendation from your veterinarian stating that each pet is in good health and up-to-date on vaccinations?
- Do you have any written reference for your pets from your current landlord?
- Have there been any complaints about your pet at your current address? If so, have you paid your landlord for all the damage done?
- Does your pet have any medical or behavioral problems? If so, what treatment or training is he receiving?
- May I visit you and your pet after you move in to see how your pet is adjusting?
- Who will care for your pet when you are on vacation?

For Cat Owners

- Has your cat been spayed or neutered?
- Do you keep your cat indoors?
- Does your cat use the litter box that you provide?
- Does your cat wear a collar with visible identification?
- Is your cat registered with the local animal care and control authority (if required by local law)?

For Dog Owners

- Has your dog been spayed or neutered?
- Is your dog licensed and wearing a collar with visible identification?
- Is your dog housetrained?
- Do you keep your dog on a leash when you go for walks?
- How do you clean up your dog's waste when walking him?
- Have you and your dog completed a dog training class?
- How much time does your dog spend alone each day?
- How often do you treat your dog for fleas and ticks?
- Has your dog ever bitten anyone?

Adapted with permission from materials originally produced by the Hawaiian Humane Society.

Sample Pet Application Form

NAME OF PET OWNER _____

APARTMENT/UNIT NUMBER _____

HOME PHONE _____ WORK PHONE _____



Pet Information

Please list all pets separately.

Pet's Name	Type/Breed	Age	License or ID Number	Sex

Pet Reference

VETERINARIAN _____

ADDRESS _____ PHONE _____

Your Previous Residence

NAME OF LANDLORD OR RESIDENT MANAGER (CIRCLE ONE) _____

ADDRESS _____ PHONE _____

Renter's or Homeowner's Insurance

AGENCY _____

ADDRESS _____ PHONE _____

Pet's Emergency Caretaker

NAME _____

ADDRESS _____ PHONE _____

I have read and understand the policies related to keeping pets in this rental property, and I and members of my household promise to fully comply.

PRINTED NAME _____

SIGNATURE OF PET OWNER _____ DATE _____

APPROVED BY _____ DATE _____

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Sample Pet Addendum to a Rental Agreement

This pet addendum is an amendment to the lease dated _____

between _____ and _____
(RESIDENT) (RENTAL MANAGER)

covering the premises known as _____
ADDRESS APARTMENT
CITY STATE ZIP CODE

1. Resident has read, understands, and agrees to abide by all applicable house policies pertaining to pets.
2. Resident has completed a Pet Application Form and has been granted permission by the (board of directors, managing agent, resident manager, etc.) to keep the pet(s) specified under the following terms and conditions:
 - a. That the pet will be allowed out of the pet owner's unit or yard only under the complete control of a responsible human companion and on a hand-held leash or in a pet carrier.
 - b. That any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full financial responsibility of the resident and that resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then resident hereby agrees to pay the full expense of replacement.
 - c. That the resident will permit the rental manager to professionally treat the premises, including grounds (if any), for fleas and ticks, and clean all carpets when resident vacates the premises. The contractors used will be the rental manager's contractors, and the cost will be competitive and borne by the resident.
 - d. That the resident will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time. Resident will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Resident will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.
 - e. That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the resident and emergency caretaker are unsuccessful, the rental manager or the rental manager's agents may contact the local animal control authority and assist its staff in entering the resident's apartment. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the resident.

- f. That the resident agrees to indemnify, hold harmless, and defend rental manager or rental manager's agents against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the resident's pet(s).
- g. That if a dispute arises out of this contract that cannot be settled through negotiation, the rental manager and resident agree first to try in good faith to settle the dispute by mediation administered either by a local mediator or by the American Arbitration Association under its commercial mediation rules. If the parties cannot agree on which agency shall administer the mediation, the _____'s (rental manager or resident) choice shall govern.

PRINT RESIDENT'S NAME

RESIDENT'S SIGNATURE DATE

PRINT RENTAL MANAGER'S OR PROPERTY OWNER'S NAME

RENTAL MANAGER'S OR PROPERTY OWNER'S SIGNATURE DATE

Note: When enacting regulations, an association and/or the association's attorneys should always carefully examine the building's declarations and bylaws to confirm that the proposed rules are consistent with existing documents.

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Recommended Pet Policies for Condominiums and Apartment Buildings

The provisions noted here may be adopted “as is” or serve as a guide in developing appropriate rules and regulations for your pets-welcome policy. Most of these provisions also apply to private rental houses and townhouses.

A. Screening/Registration

Pet caregivers must complete a Pet Application Form before occupying the unit. If the pet is a dog or a cat, a current photograph should be attached. The (resident manager, board of directors, managing agent) will present a copy of the house policies to the resident for review and signature.

B. Permissible Pets

Along with determining which species of animals to allow in your building, you should also consider how many pets per resident are reasonable. Because pets often are happier living in pairs, do not summarily restrict residents to only one pet per household. Establish reasonable limits based on the activity level of the pet and the care and exercise provided by the owner.

1. Dogs

Number Allowed ___ Weight Limit* _____

*Weight limits for dogs should generally be used only for rental units on upper floors of apartment buildings that lack carpeting or other means of effective soundproofing.

2. Cats

Number Allowed ___

3. Rabbits

Number Allowed ___

4. Birds

Number Allowed ___

5. Small Caged Animals (limited to guinea pigs, hamsters, gerbils, ferrets, mice, and rats)

Number Allowed ___

C. Restrictions

1. Pets shall not be kept, bred, or used for any commercial purpose. All cats, dogs, rabbits, and ferrets must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
2. Pets must be confined to the pet owner’s unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Resident dog caregivers in transit may take their pet out of the building only by way of: _____ (e.g., the lobby, the staircase, parking areas, garage, etc.). Pets shall be exercised in _____ (e.g., only off the premises of the building, in pet exercise areas specifically designated for their use, etc.).

3. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the following designated areas only: _____. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged.
4. Pet caregivers shall use designated “pet-only” washers and dryers (if applicable) to launder pets’ bedding, toys, blankets, etc.
5. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
6. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for _____ hour(s) or more to the disturbance of any person at any time of day or night.
 - c. Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
 - d. Pets who relieve themselves on walls or floors of common areas.
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f. Pets who are conspicuously unclean or parasite infested.
7. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities.
8. Feeding or otherwise caring for stray animals is prohibited. Stray or injured animals shall be reported to the local animal control authority to be picked up.
9. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the resident manager.
10. Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).

D. Enforcement

1. Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the (board of directors, managing agent, resident manager, etc.). If the board is in agreement with such complaint, the pet caregiver will receive written notice of the violation.

If upon the [insert number] violation(s) the problem is still unresolved, arrangements will be made for a hearing. (At the board’s discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The board of directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the housing community and its residents.

If so determined, the pet caregiver will have [insert number]† days to remove the pet from the premises. The board of directors also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

†The Humane Society of the United States recommends a minimum of 30 days.

Note: When enacting regulations, an association and/or the association’s attorneys should always carefully examine the building’s declarations and bylaws to confirm that the proposed rules are consistent with existing documents.

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A campaign
to keep
pets and
their people
together



To order more copies of this booklet,
write to
Pets for Life
The Humane Society
of the United States
2100 L Street, NW
Washington, DC 20037
www.rentwithpets.org

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OF THE UNITED STATES**

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