

RE: Dog Agreement

Dear Tenant(s),

Attached is the Dog Agreement to allow you to keep a dog(s) in your Leased Premises.

Please enter information into the blank spaces marked with yellow highlights.

Complete Exhibition 1. Upload this document, signed by all Tenant(s) on the lease, along with Insurance Policy documentation, Vaccination certificate(s), and License to the Administrative Office Drop Box found at torpedofactory.org/forms.

Note: this Agreement is not complete until all parties sign. Email torpedofactory@alexandriava.gov with any questions.

Thank you,

Office of the Arts, City of Alexandria

TORPEDO FACTORY ART CENTER DOG AGREEMENT

Pursuant to the Operating Rules and Procedures (“Procedures”) adopted for the Torpedo Factory Art Center (“TFAC”) and incorporated into each Lease with the TFAC, effective (today's date) _____, the City of Alexandria, a municipal corporation of the Commonwealth of Virginia, as Landlord (“City”) and leaseholder or sublessee (Tenant), at the TFAC agree to the following:

1. The City has reviewed and agreed that the Tenant, (leaseholder(s) name as it appears on the Lease) _____, may have up to two (2) dogs, **attached hereto as Exhibit 1**, in their leased premises studio number (studio/gallery number) _____ (the “Leased Premises”) subject to any and all applicable federal, state and local laws, the terms and conditions contained in this Agreement and in the above referenced Procedures, the terms of which are incorporated herein by reference as if fully set forth herein.
2. The number of dogs and Dog Agreements per Leased Premises are at the discretion of the City.
3. The following shall be attached to this document **by the Tenant**:
 - a. **Insurance Policy**: Tenant shall have in effect an insurance policy naming the City as an additional insured. This policy shall cover any and all liability which may arise from the presence of the dog in the Torpedo Factory Art Center. A copy of this Policy is attached by the Tenant **hereto as Exhibit 2**. Tenant shall keep this Policy current and in effect during the terms of his/her lease or sublease.
 - b. **Vaccination certificate(s)**: Tenant shall have a current vaccination certificate(s) for each dog. A copy of this certificate(s) is attached by the Tenant **hereto as Exhibit 3**. Tenant shall keep the dog’s vaccinations current and insure that the dog is healthy during the term of the Lease or sublease; and shall provide the City with new vaccination certificates annually and upon request by the City.
 - c. **License**: The Tenant has provided to the City documentation evidencing that the dog is currently licensed in the jurisdiction in which the Tenant resides, **attached hereto as Exhibit 4**. The license shall be kept current and in good standing.
4. The Tenant agrees the current lease/sublease that he/she has executed with the City shall be amended to add the following terms and conditions to Article XIII of the Lease (sublease).

Tenant agrees to defend and to hold the City of Alexandria and its officials, employees, agents harmless and to indemnify the City and its licensees, servants, agents, employees, officials and contractors against all claims, causes of action, demands or suits and costs, expenses and attorney’s fees, whether based on contract, tort or negligence or otherwise, resulting from the Tenant’s or sublessees’ actions or omissions in conducting or causing to be conducted from use of the leased premises and/or from the presence on the leased premises of the dog brought onto the premises by the Tenant and/ or sublessee.

Notwithstanding any other term or provision of this Agreement to the contrary, the City shall have no obligation to explicitly or implicitly to indemnify or hold harmless the Tenant and/ or sublessee or any third party or parties from any liability whatsoever, except insofar as such liability is the negligence of the City.

Nothing in this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the City or of its elected and appointed officials, officers and employees.

5. No dog shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this agreement are:
 - a. Dogs whose unruly behavior causes personal injury or property damage.
 - b. Dogs who make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for two (2) hours or more to the disturbance of any person at any time of day or night.
 - c. Dogs who are not under the complete physical control of a responsible human companion by being behind a barricade/gate/closed door and/or on a hand-held leash of no more than six (6) feet in length or in a dog carrier.
 - d. Dogs who relieve themselves in the TFAC.
 - e. Dogs who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f. Dogs who are unhealthy or unclean. Dogs shall be odor free and free of any flea, tick and any other insect or parasite.
6. The Tenant and/or sublessee shall be responsible to clean up after the dog and shall be responsible for any and all damages that may be caused by the dog at the TFAC.
7. Tenant verifies that he/she has received approval from all co-leaseholders and/or sublessees of the Leased Premises to have the dog(s) in the Leased Premises. If co-leaseholders and/or sublessees request in writing to the City for the dog(s) to not be allowed in the Leased Premises, the City shall terminate this Agreement.
8. The City may terminate this Agreement at its discretion and/or if the Tenant does not comply with any term of this Agreement by providing notice to the Tenant at the Leased Premises studio number above. Notice shall be provided via email.
9. Failure to abide by the terms and conditions of this Agreement may result in the City terminating the Tenant's Lease and/or sublease.
10. This Agreement is non-transferable, to another studio/space or person, and expires at the end of the Tenant's Lease.
11. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by, postage prepaid to the designated address on the Tenant's Lease or below, or via e-mail and/or facsimile and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address

set forth below or such other address including but not limited to e-mail address and/or facsimile number as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth including to hand delivered to Tenant's mailbox at the TFAC and including but not limited to e-mail address and/or facsimile number, or such other address or other means of notification such as e-mail or facsimile number as Tenant may hereafter designate by notice to Landlord.

All Tenants shall provide Landlord with current e-mail addresses.

To the City:

Director, Office of the Arts
1108 Jefferson St.
Alexandria Virginia 22314

With a copy to:

City Attorney
301 King Street, Suite 1300
Alexandria, Virginia 22314

If to the Tenant: At the Leased Premises at the TFAC, or email or address provided on Tenant's Lease.

12. This Agreement embodies the entire understanding and agreement of the Parties hereto.

I have read this Agreement, attached the 4 Exhibits referenced, and I hereby agree to its terms and conditions.

Agreed to by Tenant(s):

by: _____ Date: _____
(Signature(s)) (Date of signing)

(Print Name(s))

Accepted by:

City of Alexandria, a municipal corporation of the Commonwealth of Virginia

by: _____ Date: _____
(Signature)

James F. Parajon, City Manager (or designee)

Address: City of Alexandria, 301 King Street, Alexandria, Virginia 22314

Torpedo Factory Art Center
DOG AGREEMENT
Exhibit 1

Tenant(s) Name:

Studio/Room #:

Date:

Dog A

Name:	Breed:
Age (approximate):	Color:
Size: <input type="checkbox"/> Large <input type="checkbox"/> Medium <input type="checkbox"/> Small	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female

Dog B

Name:	Breed:
Age (approximate):	Color:
Size: <input type="checkbox"/> Large <input type="checkbox"/> Medium <input type="checkbox"/> Small	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female