

# KOS Management

1270 Main Street • Green Bay, WI 54302  
(920) 432-9230



## 1. Apartment Lease - TRMP

### 1.1 THIS LEASE

THIS LEASE ("Lease") is made as of <<Lease Creation Date>> between **MOSKI CORPORATION** (Landlord) and <<Tenants (Financially Responsible)>> (Lessee/s).

### 1.2 PROPERTY

Subject to the terms and conditions of this Lease, and in reliance of the information contained on Lessee/s application for rent, Landlord leases to Lessee/s apartment located at <<Unit Address>>.

### 1.3 TERM

The initial term of this lease shall be: <<Lease Term (Months)>>. The first day of lease term: <<Lease Start Date>>. The last day of the lease term: <<Lease End Date>>.

### 1.4 AGENT

KOS Management ("KM") is the agent for Landlord under this Lease, and is authorized to act for, and on behalf of Landlord with respect to any and all maintenance, management, collection of rents, and service of process, and obligations of Landlord under this Lease.

### 1.5 RENT

Lessee/s shall pay Landlord as rent, without any setoffs, deductions or counterclaims whatsoever, the sum of <<Monthly Charges>>, which includes unit rent plus washer/dryer rent and/or pet rent, IF APPLICABLE, per month ("Rent"), due and payable in advance of or on the first regular business day of each month during the term of this Lease and any renewals or extensions thereof. Subject to the other terms and conditions hereof, Rent shall be mailed or delivered to KM at 1270 Main St., Green Bay, WI 54302 phone number (920) 432-9230.

### 1.6 LATE PAYMENTS & RETURNED CHECKS

A late fee of \$25.00 shall be charged each time a rental payment is delinquent. Late payments are payable with rent. The NSF check charge is an additional \$35.00. In the event of a returned check or online payment, Landlord may, but is not required to, demand that all subsequent rental payments be made in the form of money order, cashier's check. Any rents lost in the mail will be treated as if unpaid until received by Landlord. Unpaid fees may be subtracted from Lessee's security deposit.

### 1.7 UTILITIES

Lessee/s shall pay the following utilities: Electric. Electric is payable to WPS.

### 1.8 DEPOSITS

A Security Deposit of <<Security Deposit Charges>>, which includes your unit security deposit plus key/tag security deposit, garage and/or air conditioner remotes security deposit, and pet security deposit, IF APPLICABLE, is to be paid on execution of this Lease. Lessee/s has 7-10 days after moving in to notify Landlord in writing of damages or defects in the premises. No deduction from Lessee/s security deposit shall be made for any damages or defects of which notification is given. **Upon written request**, Lessee/s will be given a written description of physical damage charges to previous Lessee/s security deposit, when the information is available. **Lessee/s shall not apply any portion of the Security Deposit against unpaid rent.** In addition, it is agreed that Lessee/s shall pay an **additional deposit of \$2.00 per key**, refundable after termination of residency and return of keys. There is an **additional deposit of \$60.00 for garage door remote(s)**, refundable after termination of residency and return of the opener(s). The reasonable cost of repairing any damages caused by Lessee/s, normal wear and tear excepted, will be deducted from the security deposits.

### 1.9 RULES & REGULATIONS

Lessee/s agrees to comply with all rules and regulations regarding the premises, or the building, of which the premises are a part. Landlord, in its reasonable judgment, may create these rules from time to time, provided that Lessee/s shall have received written notice thereof. These rules and regulations include, but are not limited to the following:

1. Lessee/s must give a  twenty-eight (28)  forty-five (45) day written notice to Landlord before vacating premises.
2. All charges regarding telephone installation are the Lessee/s responsibility.
3. When heat or air conditioning is in use, windows and doors will be closed. Energy conservation is to be practiced.
4. There is to be no smoking at any entrance to the building, in the hallway or in the laundry room. There is to be no smoking at any entrance to the building, including patio and/or garage door.
5. No boats, trailers, unused, inoperable, or unlicensed vehicles may be parked or stored for any length of time on the premises, inside the garage(s) or in any parking area of the premises. No repair of vehicles on the premises, inside the garage(s) or in any parking area of the premises. Any of the afore mentioned vehicles can be towed at vehicle owners expense.
6. There should be no pets and/or visiting pets allowed on the Property except as noted on lease Pet Addendum.
7. Only small nails or pins are to be fastened to the walls. Anchorments may be used when needed. All fasteners are to be left in the walls upon move out.
8. Only  one (1)  two (2) vehicle/s is/are allowed per apartment. Where a garage is furnished with an apartment, each garage stall is one of the parking spaces allowed per apartment. Lessee/s must notify Landlord if guest will be parking for (3) days or more. Parking tags must be used and visible on all Lessee/s vehicles. Unauthorized vehicles may be towed at vehicle owner's expense.
9. Liability Insurance is required for all residents. Certificate of Insurance must be available to landlord at Move-In. (see Insurance Addendum) It is highly recommended that all residents have renters/content insurance.
10. Hallways shall not be used as storage areas. Absolutely nothing is to be left standing in the common areas. Lessee/s will be billed for removal and storage of Lessee's personal property.
11. Patios and balconies shall not be used for storage with the exception of patio furniture.
12. Grills may not be used closer than 15 feet from building.
13. At least once per year, Management will enter your apartment, with at least a 12-hour advance notice, to do preventative maintenance. Minor maintenance requests may be handled at this time.
14. Lessee/s will comply with Landlord's recycling program. (see "Apartment Rules")

#### 1.10 THIS AGREEMENT IS NOT AUTOMATICALLY RENEWED

Landlord and Lessee/s must agree if the Lease is to be renewed. A  twenty-eight (28) day  forty-five (45) day written notice is required, prior to the end of the Lease term, if the Lessee/s are to vacate at the end of the Lease Term. During any period of hold-over Lessee/s shall be deemed to be occupying the Property as a Lessee/s from month-to-month, subject to all the terms and conditions of this Lease.

#### 1.11 LANDLORD'S RIGHT TO ENTER

Landlord may enter the premises at reasonable times and with a 12-hour advance notice, (with or without Lessee/s permission) to inspect the premises, make repairs, show the premises to prospective Lessee/s or purchasers, or to comply with any applicable law or regulation. Landlord may enter with less than 12 hours advance notice upon specific consent of Lessee/s. No advance notice is required in the event of a health or safety emergency or where entry is necessary to preserve and protect the residence from damage, in a Lessee/s absence

#### 1.12 VACATION OF PREMISES

Lessee/s agrees to vacate the premises at the end of the lease term or the extended lease term having given a  twenty-eight (28) day  forty-five (45) day written notice and promptly deliver the keys and parking tags to the Landlord. Lessee/s will be charged double rent for any holdover days as allowed pursuant to Wis Stat section 704.27.

#### 1.13 ABANDONMENT BY LESSEE/S

If Lessee/s are absent from the premises for three consecutive weeks without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned. Breach of Lease liability will apply if proper notice and/or expiration of Lease have not occurred.

#### 1.14 DISPOSAL OF LESSEE/S PROPERTY

If Lessee/s shall leave any property on the premises after vacation or abandonment of the premises, Lessee/s shall be deemed to have abandoned the property, and Landlord will not store property with the exception of medical goods and will dispose of the property as provided by law. If the personal property that the tenant leaves behind is prescription medication or prescription medical equipment, the landlord shall hold the property for 7 days from the date on which the landlord discovers the property. After that time, the landlord may dispose of the property in the manner that the landlord determines is appropriate, but shall promptly return the property to the tenant if the landlord receives a request for its return before the landlord disposes of it.

#### 1.15 LESSEE/S OBLIGATIONS

During the lease term, as a condition of Lessee/s continuing right to use and occupy the premises, Lessee/s agrees and promises:

1. To use the premises for residential purposes by Lessee and to comply with local ordinances regarding occupancy. No businesses may be conducted on the premises.

2. Not to make or permit use of the premises for any unlawful purpose that will injure the reputation of Landlord, the premises, or the building of which they are a part.
3. Not to use or keep in or about the premises anything, which would adversely affect insurance coverage of the premises or the building of which, they are a part, under a standard fire and extended insurance policy.
4. Not to make excessive noise or engage in activities which unduly disturb neighbors or other Lessee/s in the building in which the premises are located. If Landlord receives two (2) noise complaints, Landlord may, at its sole discretion, deem Lessee to be in breach of the Lease.
5. Not to keep in or about the premises any pet unless specifically authorized by Landlord as provided in this lease.
6. To obey all lawful orders, rules and regulations of all governmental authorities.
7. To keep premises in clean and habitable condition and in as good repair as at the beginning of the lease term, normal wear and tear accepted.
8. Upon move out, Lessee/s agrees to leave the heat on with the thermostat set at 62 degrees Fahrenheit. Lessee/s agrees to maintain a reasonable temperature in cold weather to avoid damage to the premises. If damage results from Lessee/s failure to maintain a reasonable amount of heat, Lessee/s shall be liable for damages. The refrigerator must be left plugged in and on to prevent odor and damage.
9. Unless Lessee/s has specific written consent of Landlord, not to do or permit any of the following:
  - Paint upon, attach, and exhibit in or about the premises any sign or placard.
  - Alter or redecorate the premises.
  - Attach or affix anything to the exterior of the premises of the building in which unit is located. This includes, but is not limited to: satellite dishes, antennas and clotheslines.
10. Not to permit any guest or invitee to reside in the premises exceeding two weeks                      without written consent of Landlord.

#### 1.16 BREACH OF LEASE

If breach be made in the payment of rental or any other charges payable under this Lease by Lessee/s, or any Lease or Nonstandard Rental Provision, and such breach shall continue for five days after written notice shall have been given to the Lessee/s, or breach be made in any other terms or conditions under this Lease and such breach shall continue for 15 days after, then Lessee/s shall be in default of this Lease, and Landlord shall have any and all rights and remedies provided by law for default of Lease. Such remedies may include termination of this Lease and the institution of an action to expel Lessee/s from the Property without limiting the liability of Lessee/s for the Rent due or to become due under this Lease. Lessee/s is responsible for rent and costs incurred by Landlord under Chapter §704.19 and §704.21 of Wisconsin Statutes.

#### 1.17 DAMAGE BY CASUALTY

If casualty renders the premises untenantable, then Landlord shall have the ability, for a period of ten (10) days, to determine whether or not it will repair the premises. In the event that Landlord chooses not to repair the premises, or the premises cannot be repaired within a reasonable time, then Lessee/s shall have the ability to terminate this Lease.

#### 1.18 LIABILITY OF MULTIPLE LESSEE/S

All Lessee/s, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Lease.

#### 1.19 NON-ASSIGNMENT OF LEASE

Lessee/s agrees not to assign this Lease or to sublet any part of the Property, nor to allow any other person to live there other than named as above, without first receiving written permission from Landlord.

#### 1.20 MEGAN'S LAW

Megan's Law requires we advise new residents where they can call to inquire about sex offenders in their neighborhood. You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at [www.parentsformeganslaw.org](http://www.parentsformeganslaw.org) or by phone at 1-888-275-7365.

#### 1.21 REMOVAL OF LANDLORD'S PROPERTY

If anyone removes any property belonging to Landlord without the express written consent of Landlord, Lessee/s agrees that Landlord shall have the right to take legal action, including, but not limited to, criminal charges for theft and civil charges for destruction of personal rental property.

#### 1.22 CODES & RESIDENT INFORMATION: NAME, PHONE NUMBER, EMAIL ADDRESS

Building Entrance Code:  Garage Number:  Garage Code:  Tag(s)#:

Garage Remotes: \_\_\_\_ Air Conditioner Remotes: \_\_\_\_

<<Tenant Contact Information>>

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1.23 SIGNATURE/S

IN WITNESS WHEREOF, the parties have executed this Lease on \_\_\_\_\_.

DATE

\_\_\_\_\_

LESSOR

**GUARANTEE**

In consideration of Landlord's agreement to this  
Lease, the undersigned guarantee(s) the payment  
Of all amounts due under the lease and performance  
Of the covenants by Lessee/s.

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
GUARANTOR DATE

\_\_\_\_\_  
GUARANTOR DATE

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
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## 2. APARTMENT RULES

### 2.1 KOS MANAGEMENT

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<<Unit Address>>

Lessee/s agrees to comply with all rules and regulations regarding the premises, or the building of which the premises are a part. Landlord, in its reasonable judgment, may create these rules from time to time, provided that Lessee/s shall have received written notice thereof.

\_\_\_\_ PETS

**Initial** NO PETS are allowed at any time, including visiting pets, except as specifically allowed by Lessor in writing. (see Pet Addendum)  
Lessee/s that have authorized pets must clean up after them immediately.

\_\_\_\_ PARKING

**Initial** Parking tags are required on all resident vehicles. Tags must be returned upon move-out. There is a \$5.00 charge for each lost tag.

\_\_\_\_ SNOW REMOVAL

**Initial** Lessee/s agrees to move vehicle/s according to snow removal policy.

\_\_\_\_ MAINTENANCE

**Initial** Emergency service is available 24 hours a day. Non-emergency maintenance will be done during regular business hours. Repairs caused by Lessee/s negligence or misuse will be billed to the Lessee/s. Negligence or misuse includes, but is not limited to, plugged disposals or toilets that require plunging only. Service call charges vary according to time spent and/or special conditions.

\_\_\_\_ SMOKE DETECTOR

**Initial** Lessee/s shall contact KOS Management if smoke detectors or alarm systems are making noise/going off.

\_\_\_\_ SMOKING POLICY

**Initial** There is to be no smoking in hallways or at entrances to the building. No cigarette butts shall be disposed of on lawns, in shrubs, on sidewalks and/or driveways.

\_\_\_\_ PORCHES, BALCONIES, PATIOS, AND HALLS

**Initial** Will be kept free of trash and mud. Only patio furniture can be used or stored on patios, and balconies.

\_\_\_\_ RECYCLING/GARBAGE

**Initial** Recycling & garbage dumpsters can be found next to the garage. Lessee/s garbage entrance is located inside the service door of the garage. Furniture, appliances, tires, electronics, etc shall not be left around dumpsters, For large disposal items call Brown County Resource Recovery at (920) 492-4950 or www.browncountyrecycling.org.

\_\_\_\_\_  
\_\_\_\_\_  
**MOVING OUT**

**Initial** It is necessary to provide a  twenty-eight (28) day  forty-five (45) day **written notice in advance** when vacating your apartment. Failure to move and surrender the apartment on the date specified will result in a Holdover. Double rent will be charged for each day of the Holdover. Contact the office if you have questions regarding your move-out.

\_\_\_\_\_  
\_\_\_\_\_  
**CARPETS**

**Initial** Must be cleaned by a licensed, insured professional. If a pet caused damage, the contracted person must be able to black-light and repair or recommend replacement. A paid receipt can be turned in with keys or Kos Management's contractor can be used and Lessee/s shall be billed after completion.

**I have read these rules, understand them, and agree to comply with them.**

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSOR DATE

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
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### 3. CARBON MONOXIDE DETECTOR NOTICE

#### 3.1 KOS MANAGEMENT

<<Unit Address>>

State Law requires that an owner of a residential property install a carbon monoxide detector in apartment buildings that have a fuel-burning appliance no later than April 1, 2010. Depending on where the fuel-burning appliance is located in the building, the alarm will be located in a basement, hallway or apartment. Carbon monoxide detectors are in the "boiler room".

Kos Management has installed carbon monoxide detectors that bear an Underwriters Laboratories, Inc., listing mark or similar mark from an independent product safety certification organization and has installed the detectors according to the directions and specifications of the manufacturer.







1. Each Roommate listed above is jointly and severally liable for the performance of the Lease Agreement to which this Addendum is attached. This means that each Roommate is fully responsible for all rents on the apartment and for fulfilling all terms of the Lease Agreement.
2. Rent is due and payable under the terms in the Lease Agreement. All roommates are responsible for the full amount due. If a portion of rent remains unpaid, all roommates will be pursued for payment as provided by law.
3. All Roommates are responsible for fulfilling the initial lease contract. Roommate substitutions or changes will be permitted with Management approval only.
4. Security Deposits will be held for the entire term of the Lease Agreement. If one Roommate shall vacate the apartment while another remains, the Roommates shall settle disposition of the Security Deposit among themselves. Security Deposit refunds will be made jointly to Roommates on the Lease Agreement at the time the apartment is vacated, unless separate checks are requested in writing. Copies of the Security Deposit transmittal and check/s will mailed to the forwarding addresses of all the Roommates within twenty-one (21) days. Any other disposition of Security Deposit must be requested in writing by all roommates, no later than with the return of the keys and tags.
5. If there are any damages or rent owing when the apartment is vacated, all Roommates will be equally liable, and Management may, at its sole discretion, pursue collection from any one or all Roommates.

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LESSEE DATE

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LESSEE DATE

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LESSEE DATE

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LESSEE DATE

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LESSOR DATE

By initialing below, you acknowledge and agree to the terms in Section 5.

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## 6. NON-STANDARD RENTAL PROVISIONS

### 6.1 KOS MANAGEMENT

<<Unit Address>>

1. \_\_\_\_ Lessee/s agrees to reimburse Landlord for restoring or replacing smoke damaged carpet, if there is strong smoke odor. Lessee/s agrees and acknowledges that Landlord shall have the right to have stains and bleach spots removed by cleaning, dying, or bonded insert at Lessee/s expense. These costs will be deducted from Security Deposit at time of move-out, if they are not paid for prior to moving. If the damage is extensive – carpet will be replaced. The expense will be deducted from security after cost is depreciated for wear. Carpet should be cleaned, during occupancy, as needed to help prevent these problems.
2. \_\_\_\_ Lessee/s agrees to reimburse Landlord for cost of applying blocking agent where smoke and/or soot damage has occurred. These costs will be deducted from Security Deposit at time of move-out, if they are not paid for prior to move-out.
3. \_\_\_\_ Lessee/s agrees to reimburse landlord for the costs of removing excessive or strong odor.
4. \_\_\_\_ All charges, which are invoiced during tenancy, will be deducted from Security Deposit at time of move-out, if they are unpaid. These charges include, but are not limited to, maintenance invoices, contractor invoice for tenant caused damages, NSF charges, late fees, recycle charges and lockout calls.







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LESSEE

DATE

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LESSOR

DATE

By initialing below, you acknowledge and agree to the terms in Section 8.

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## 9. SATELLITE DISH AND ANTENNA ADDENDUM

### 9.1 KOS MANAGEMENT

<<Unit Address>>

Under a Federal Communications Commission Order, you as a resident have a limited right to install a satellite dish or receiving antenna on the leased premises. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**Number and Size** – You may install only one satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. An antenna may receive but not transmit signals.

**Location** – Location of the satellite dish or antenna limited to, in an area outside your dwelling, such as a balcony, patio, etc. of which you have exclusive use under your lease. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**Safety and non-interference- Your installation:**

1. Must comply with reasonable safety standards.
2. May not interfere with our cable, telephone or electrical systems or those of neighboring properties.
3. May not be connected to our telecommunications systems.
4. May not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area; it must be safely secured by one of three methods, (1) securely attaching it to a portable heavy object such as a small slab of concrete, (2) clamping it to a part of a building's exterior that lies within your leased premises (such as a balcony or patio railing) or, (3) any other method approved by us. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc. so long as it does not impair reception.

Signal transmission from exterior dish or antenna to interior of dwelling. Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, doorjamb, windowsills, etc. If your satellite dish or antenna is located outside your dwelling, the signals received by it may be transmitted to the interior of your dwelling only by the following methods, (1) running a flat cable under the door jamb or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window, (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable), (3) connecting cables through a window pane similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window – without drilling a hole through the window, (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or, (5) any other method approved by us.

**Workmanship.** In order to assure safety, we must approve the strength and type of materials used for installation. Installation must be done by a qualified person or company approved by us.

**Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

**Removal and Damages.** You must remove the satellite dish or antenna and other related equipment when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of you satellite dish, antenna or related equipment.

**Liability Insurance and Indemnity.** You must take full responsibility for the satellite dish or antenna and must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, relating to your satellite dish or antenna. A special Endorsement needs to be purchased through your renters/homeowners insurance. The insurance coverage must be (\$2000.00) which is an amount reasonably determined by us to accomplish that purpose. You agree to hold us harmless and indemnify us against any of the above claims by others.

**Security Deposit.** Your security deposit may be used for possible repair costs, damages, or failure to remove equipment at the time of move-out. The security deposit does not imply a right to drill or otherwise alter the leased premises.

**You may not start installation of a satellite dish or antenna yourself.** Contact the Property Manager for further instructions.

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

By initialing below, you acknowledge and agree to the terms in Section 9.

X \_\_\_\_\_  
Initial Here

## 10. Sign and Accept

### 10.1 SIGN & ACCEPT

signature/s

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed

# 1. ASPCA DEFINITION OF DANGEROUS DOG

## 1.1 WHAT ARE DANGEROUS DOG/RECKLESS OWNER LAWS?

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“Dangerous dog laws” address the problems of:

1. dogs whose behavior poses a threat to public safety, and
2. the reckless dog owners whose actions often give rise to this behavior.

These laws may be passed on the state or local (municipal/county) level.

The ASPCA views breed-neutral dangerous dog/reckless owner laws as the smart alternative to breed-specific legislation—also known as BSL—in which certain breeds of dog are highly regulated or even banned completely in the hope of reducing dog attacks.

The ASPCA believes that dangerous dog laws should target only those dogs who truly pose unjustified risks to people or other animals. They should also acknowledge that there are situations where aggressive behavior is justified, such as when a dog is protecting herself, her guardian, her puppies or her home, or where the dog has reason to fear a person or animal.

The best, most effective breed-neutral dangerous dog laws include the following elements:

Spay/neuter programs

License law enforcement

At-large/leash laws

Anti-tethering measures

Anti-cruelty and animal fighting law enforcement

Progressive/tiered levels of violations & enforcement of laws

Responsible ownership programs & dog bite prevention training

Owners held civilly/criminally liable

Mandatory microchipping

Prohibit known reckless owners from having dogs

## 1.2 WHAT MAKES A DOG “DANGEROUS”?

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The broad definition of a dangerous dog is one who inflicts unjustified, serious injury—or poses an imminent threat of unjustified, serious aggression—toward people or other animals. However, “dangerous” is defined differently by different jurisdictions. It is up to the court to decide whether a particular dog satisfies its jurisdiction’s definition.

Terms used to define other symptoms or levels of canine aggression include “potentially dangerous” and “vicious.” (These are discussed in more detail in “Do Breed-Neutral Dangerous Dog Laws Label Dogs for Life?”)

## 1.3 WHY ARE BREED-NEUTRAL DANGEROUS DOG LAWS NECESSARY?

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Good, breed-neutral dangerous dog laws are necessary to keep communities safe. It is important, however, that such laws address the behavior of owner and dog and also uphold the constitutional rights—including the right to due process—of individuals and their pets.

In addition to the impact of breed-specific legislation on a personal level—the forced separation of responsible dog owners from well-behaved companion animals who happened to be classified as the “wrong breed”—BSL fails to acknowledge that any dog can bite, and that the breeds with “bad reputations” change over time. Individuals who want to possess aggressive dogs will always find a way to do so—ban or regulate one breed, and another will rise in popularity to take its place. Today, American pit bull terriers and similar-looking breeds are most often targeted, but not long ago, Dobermans, Rottweilers, German shepherds and even bloodhounds were particularly feared. Unlike breed-discriminatory legislation, however, breed-neutral dangerous dog laws will never fall behind the arc of a popularity trend because they address individual dogs and their owners.

## 1.4 DO BREED-NEUTRAL DANGEROUS DOG LAWS LABEL DOGS FOR LIFE?

Good, breed-neutral dangerous dog laws permit dogs deemed to be dangerous—or who have otherwise obtained a “record” under these laws—to be declassified after a period of compliance.

In jurisdictions with such laws, incidents of aggression are generally ranked on a staggered scale according to severity. This allows dogs who have committed relatively minor infractions to have second and third chances to have their behavior and/or living circumstances corrected before authorities must take more serious measures to ensure public safety. The terminology used by such laws is often “potentially dangerous,” “dangerous” and “vicious.” Running at large with a pack of dogs may be included in the definition of a “potentially dangerous” dog. The “vicious” classification should be assigned only where a dog has seriously injured or killed a human being. In such a case, euthanasia may be appropriate.

Just like a human who has been convicted of a crime, a dog designated “potentially dangerous,” “dangerous” or “vicious” will have a record in the jurisdiction where the owner’s failure to act responsibly, or the canine aggression, occurred. After a predetermined length of time with no further incidents and a sustained record of compliance with any orders, the “potentially dangerous” or “dangerous” designation should be removed.

## 1.5 DO BREED-NEUTRAL DANGEROUS DOG LAWS LABEL DOGS FOR LIFE

What are high risk breeds? While all dogs can bite there are a few dogs that carry a little more clout because of their size and past history of the breed and the percentage of those that have been involved in serious injuries on people and other dogs and even involving death. High risk breeds are usually classified in the insurance field. First let’s define and identify those specific breeds. I will start with Pit Bulls and Pit bull types.

Of all these breeds, some have a bite different from no other, some have great strength and a heritage of fighting. These include but not limited to:

American Bully - derived from the American Pit Bull  
American Bull Dog - originally the English Bull Dog  
American Staffordshire Terrier  
Staffordshire Bull Terrier also known as the German Pit Bull  
Rottweiler  
Mastiff  
Argentino Dogo  
Presa Canario  
Bull Mastiff  
Cane Corso  
Dogue de Bordeaux  
Old English Mastiff  
Neapolitan Mastiff  
Japanese Tosa  
Other high risk include, but not limited to are-  
Akita  
Chow-Chow  
Doberman Pincher  
Dalmatian  
German Shepherd  
King Shepherd  
Malamute  
Rhodesian Ridge Back  
Saint Bernard  
Siberian Husky  
Tia Ridgeback  
Wolf and Wolf Mixes

While everyone of these breeds are dangerous it is necessary for these dog to only be handled and owned by a certain class of people and should never be a family pet with small children. Most attacks and deaths are by the family dog. Take heed in the fact.

For more information, please visit <https://louies-law.org/keep-pittie-and-tittie-contained/>.

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