

SERVICE ANIMAL AGREEMENT FOR UNIVERSITY HOUSING AT OKLAHOMA STATE UNIVERSITY

Oklahoma State University (“OSU” or “University”) recognizes the importance of Service Animals as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Service Animals” under the Fair Housing Act that provide physical tasks to assist individuals with disabilities. OSU is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. OSU is also committed to allowing Service Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This Agreement explains the specific requirements applicable to an individual’s use of a Service Animal in University housing.

Although it is the policy of OSU that individuals are generally prohibited from having animals of any type in University housing, OSU will allow an individual with a disability a reasonable accommodation from this prohibition to allow Service Animals. Service Animals must have current vaccination records on file with ResLife/Housing if animal is housed on campus.

I. Definitions

A. Service Animals

Service Animals are a category of animals that may work, provide assistance, or perform physical tasks, for an individual with a disability. Dogs and miniature horses are the only service animals recognized by ADA law.

A Service Animal is any dog/miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Some Service Animals are professionally trained but are not required to be licensed or certified in any capacity.

B. Owner

The “Owner” is the resident who is the handler of the Service Animal.

C. Accessibility Services Office

The Office of Student Accessibility Services collaborates with individuals, faculty, and

staff to ensure that individuals with disabilities have equal access to all OSU programs and activities.

II. Procedures for Notification of Service Animal in University Housing

The process for notifying ResLife of a Service Animal for University housing is outlined below:

A. University housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of a Service Animal is an equitable situation for all students living in University housing, OSU reserves the right to assign or reassign an individual with a Service Animal to a single room without a roommate.

B. For all notifications of a Service Animal, Residential Life reserves the right to determine on a case-by-case basis if the presence of a Service Animal is unreasonable. A Service Animal may be denied as unreasonable for University Housing if the presence of the Service Animal:

1. imposes an undue financial and/or administrative burden; (i.e. size/weight of service animal vs. adequate/safe living arrangements for students)
2. fundamentally alters University housing policies; and/or
3. poses a direct threat to the health and safety of others or would cause substantial damage to the property of others, including University property.

C. OSU may consider the following factors, among others, as evidence in the determining of University housing assignments for individuals with a Service Animal:

1. the size of the animal is too large for available assigned housing space;
2. the animal's presence would force another individual from individual housing causing an inequitable situation for that student (i.e. serious allergies/asthma);
3. the animal's presence otherwise violates individuals' right to peace and quiet enjoyment; if the animal is disruptive while handler does nothing to correct behavior
4. the animal is not housebroken or is unable to live with others in a reasonable manner;
5. the animal's vaccinations are not up to date;
6. the animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
7. the animal causes or has caused excessive damage to University housing beyond reasonable wear and tear.

DIII. Conflicting Health Conditions

Residential Life staff will make a reasonable effort to notify students in the residence building where the Service Animal will be located. Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact ResLife/Housing if they have a health or safety related concern about exposure to a Service Animal.

IV. Access to University Facilities by Service Animal

Notwithstanding the restrictions set forth herein, the Service Animal must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the Service Animal is subject to capture and confinement and immediate removal from University housing.

OSU will not ask for or require an individual with a disability to pay a fee or surcharge for a Service Animal. OSU personnel shall not be required to provide care or food for any Service Animal including, but not limited to, removing the Service Animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the Service Animal and may not be held responsible for the care, damage to, or loss of the Service Animal.

V. Owner's Responsibilities for Service Animal

Once the University has been notified of an individual's intent to live with a Service Animal, the individual is solely responsible for the custody and care of the Service Animal and must meet the following requirements:

1. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the individual's responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University requests that all students with Service Animals provide ResLife/Housing with a current photo of the animal for identification purposes in case of emergency separation from owner/handler (i.e. fire, tornado, flood, etc).
2. The Owner is required to clean up after and properly dispose of the Service Animal waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by OSU.
3. The Owner is required to ensure the Service Animal is well cared for at all times. Any

evidence of mistreatment or abuse may result in immediate removal of the Service Animal and/or discipline for the individual.

4. The Owner may be charged for any damage caused by their Service Animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests, if necessary, as part of the University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a University-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in University housing. The University shall have the right to bill the individual's account for unmet obligations under this provision.

5. The Owner must fully cooperate with Residential Life staff with regard to meeting the terms of this Agreement and developing procedures for care of the Service Animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).

6. Service Animals may not be left overnight in University housing to be cared for by any individual other than the Owner. If the Owner is to be absent from his/her residence overnight or longer, the Service Animal must accompany the Owner. The Owner is responsible for ensuring that the Service Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.

7. The Owner agrees to abide by all equally applicable University housing policies that are unrelated to the individual's disability such as assuring that the Service Animal does not create an unequitable situation for others sharing the living space by misbehaving, acting unruly, etc.

8. The Owner must notify Residential Life in writing if the Service Animal is no longer needed or is no longer in residence. To replace a Service Animal, the owner must follow the procedures in this Agreement when requesting a different animal.

VI. Removal of Service Animal

The University may require the individual to remove the Service Animal from University housing if:

1. the animal poses a direct threat to the health or safety of others;
2. the animal causes substantial property damage to the property of others;
3. the Owner does not comply with the Owner's Responsibilities set forth above; or
4. the animal or its presence creates an unmanageable disturbance or interference with the University community.

The University will base such determinations upon the consideration of the behavior

of the particular Service Animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with the Accessibility Services Coordinator and may be appealed to the Vice President.

Should the Service Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

VII. Non-retaliation Provision

OSU will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including notification of a Service Animal.

PLEASE ONLY SUBMIT PAGES 6 & 7

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VIII. Acknowledgement and Release of Information Consent Form

By my signature below, I verify that I have read and understand the above and I agree to abide by the requirements applicable to having a Service Animal. I understand that if I fail to meet the requirements set forth in the Agreement, OSU has the right to remove the Service Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract. Any violations of this agreement will be addressed through the conduct process.

I understand that I do not have to register my Service Animal with the Student Accessibility Services office but if I require additional accommodations that I will need to follow procedure with that office in order to receive those accommodations, following all FERPA laws. I understand that ResLife/Housing may need to share information about the presence of the Service Animal with the intent of preparing for and/or resolving any potential issues associated with the presence of the Service Animal. I will hold Oklahoma State University harmless from any liability for disclosing such information.

I further recognize that the presence of the Service Animal may be noticed by others visiting or residing in University housing and agree that Residential Life staff may acknowledge the presence of the Service Animal and explain that under certain circumstances Service Animals are permitted for persons with disabilities.

Student Signature

Date

Residential Life Staff

Date

**Service Animal Procedure Acknowledgement and Information Form
Oklahoma State University**

This form must be submitted prior to animal occupying the assigned space.

Resident Name _____

Animal Type _____

Animal's Breed _____

Animal's Name _____

Most Recent Rabies Vaccination Date _____
(Record Must be Attached)

Spayed or Neutered Date _____
(Record Must be Attached)

Certificate of Health Date _____
(Record Must be Attached)

Please submit a **full body photo of the Service Animal with your records

I acknowledge having read the Service Animal Procedure and agree to abide by its terms and conditions.

Signature of Resident

Date

Resident's Printed Name

CWID

Building & Room/Apt #

Phone #

Signature of OSU ResLife/Housing Designee

Date

