

# OSU Housing and Residential Life Emotional Support Animal Policy and Agreement

## Introduction

Oklahoma State University Housing and Residential Life (“OSU,” “University,” or “HRL”) recognizes the importance of Emotional Support Animals and the broader category of “Support Animals” as addressed in the Fair Housing Act, which provide physical and/or emotional support to individuals with disabilities. OSU is committed to allowing the use of Emotional Support 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 an Emotional Support Animal in University housing.

All residents seeking to keep an Emotional Support Animal in University housing must first receive approval for the accommodation from HRL. Bringing an Emotional Support Animal to campus without prior authorization is prohibited. All Emotional Support Animals must have current vaccination records on file with HRL, if the animal is to be housed on campus.

The maximum number of approved Emotional Support Animals is one (1) per resident. All residents within the unit must agree to having an animal within the unit. Should multiple residents in the unit request an animal, all residents must agree to having multiple animals within the unit. If all residents of the unit do not agree, the resident seeking to register their Emotional Support Animal will be given the option to either relocate to a different unit or reconsider bringing their animal to campus.

## Definitions

### ***Emotional Support Animals***

Emotional Support Animals (“ESAs”) are a category of animals that provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the Americans with Disabilities Act (“ADA”).

To be deemed an ESA, an animal must be necessary to afford the disabled individual an equal opportunity to use and enjoy University housing. Additionally, the animal’s presence in University housing must be reasonable. However, even if the necessity for an ESA is established and the animal is allowed in University housing, ESAs are not permitted in other areas of the University (e.g., dining facilities, libraries, academic buildings, athletic building and facilities, classrooms, labs, individual centers, community spaces, other residence halls, etc.).

### ***Owner***

The “Owner” is the resident who has requested the accommodation and has received approval to bring an ESA into University housing.

## **Student Accessibility Services Office**

The Student Accessibility Services Office collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all OSU programs and activities.

### **Procedures for Requesting ESAs in University Housing**

All students must apply to house their ESAs on campus annually. The procedures for requesting to keep an ESA in University housing are outlined below:

- 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 the presence of an ESA is an equitable situation for all students living in University housing, OSU reserves the right to assign or reassign an individual with an ESA to a single room without a roommate.
- A student requesting permission to keep an ESA in University housing must complete the registration process with the Student Accessibility Services Office. After successfully completing registration, the Owner must submit the “Emotional Support Animal Agreement for University Housing” to the Department of Housing and Residential Life.
- Registering an ESA with Student Accessibility Services Office requires documentation of a disability, and should include the following current —within the last six (6) months— information:
  - verification of individual’s diagnosis from a physician, psychologist or other licensed professional who knows about the individual's disability; and
  - a statement of how the ESA is necessary because of the student’s disability to ensure an equal opportunity to use and enjoy University housing.
- OSU may consider the following factors, among others, as evidence in determining whether the presence of the ESA is reasonable or in the making of University housing assignments for individuals with ESA:
  - the animal's presence would force another individual from individual housing causing an inequitable situation for that student (i.e., serious allergies/asthma);
  - 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;
  - the animal is not housebroken or is unable to live with others in a reasonable manner;
    - Dogs must be trained to only urinate or defecate outside the home.
    - Cats must be trained only to urinate or defecate in an acceptable area of the home, e.g., litter boxes.
  - the animal's vaccinations are not up to date;
  - 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
  - the animal causes or has caused excessive damage to University housing beyond reasonable wear and tear.
- For **all** requests of ESAs, HRL reserves the right to determine on a case-by-case basis if the presence of an ESA is unreasonable. A request may be denied as unreasonable if the presence of the ESA:

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

Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact HRL if they have a health or safety related concern about exposure to an ESA.

A complete application for an ESA will include the following:

- A complete housing lease agreement;
- Housing and Residential Life Emotional Support Animal Agreement;
- Student Accessibility Services Verified Letter;
- Clear photograph of both the animal and the Owner;
- Recent Health Certificate showing proof of rabies vaccination; and
- Spay or Neuter Certificate

Send documentation and agreement to [reslife@okstate.edu](mailto:reslife@okstate.edu) or bring the paperwork to the HRL office located at 100 Iba Hall, Stillwater, OK. If paperwork is submitted via email include “ESA Agreement” in the subject line and include the students’ first and last name and ID number in the body of the email, **otherwise a request may take additional time to review.**

Residents who bring animals to campus prior to their verification from Student Accessibility Services and Approval from HRL will be subject to a fine.

### **Access to University Facilities by an ESA**

Whenever the resident is not present within the room, their ESA must be contained within a crate within the assigned individual’s living accommodations (e.g., room, suite, apartment). When an ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. ESAs are not allowed in any University facilities other than University housing (e.g., dormitories, suites, apartments, etc.) to which the individual is assigned.

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

OSU does not charge individuals a fee or surcharge for the approval of an ESA. However, OSU personnel shall not be required to provide care or food for any ESA including, but not limited to, removing the ESA during emergency evacuation for events such as a fire alarm or natural disaster. Emergency personnel will determine whether to remove the ESA and may not be held responsible for the care of, injuries to, or loss of the ESA.

## Owners' Responsibilities for ESAs

If the University approves an ESA, the Owner is solely responsible for the custody and care of the ESA and must meet the following requirements:

- 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 Owner'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 all students with ESAs provide HRL a current photo of both the Owner and the ESA for identification purposes in case of emergency separation (i.e., fire, tornado, flood, etc.).
- The Owner is required to clean up after and properly dispose of the ESA's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by OSU.
- The Owner is required to ensure the ESA is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the ESA and/or discipline for the individual.
- The Owner will be charged for any damage caused by their ESA beyond reasonable wear and tear to the same extent all residents are charged 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.
- The Owner must fully cooperate with HRL staff with regard to meeting the terms of this Agreement and developing procedures for care of their ESA (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
- ESAs 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 their residence overnight or longer, the ESA may not remain in the residence during that timeframe. The Owner is responsible for ensuring the ESA is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
- Owners must keep their dogs properly crated while they are away from the room. Should the Owner leave the residence, it is their responsibility to crate the dog, regardless of other roommates that may stay in the residence.
- Cats are not required to be crated at this time; however, should the Owner leave the residence, the cat must be restricted to the Owner's room while the Owner is away from the residence.
- The Owner agrees to abide by all applicable University housing policies that are unrelated to the individual's disability such as assuring the ESA does not create an unequitable situation for others sharing the living space by misbehaving, acting unruly, etc.

- The Owner must notify HRL in writing if the ESA is no longer needed or no longer housed in the residence. To replace an ESA, the Owner must follow the procedures in this Agreement when requesting a different animal.
- In addition to regular Health and Safety inspections, Owners will be subject to random animal wellness inspections throughout the year. These are used to ensure the Owner is maintaining healthy and appropriate animal care. Failure to maintain upkeep of an animal or living space may result in removal of animal from campus and/or the assessment of room cleaning charges.

### **ESA and Owner Violations**

An Owner, in most cases, will be issued a verbal warning for a first-time violation, which will result in probation. Further violations will result in the ESA being removed from campus. Written notification of animal probation will be issued for the following, but not limited to:

- If an Owner brings an animal without completing an ESA agreement, submitting documentation, and receiving approval.
- If an Owner or ESA does not comply with the policies and guidelines set by HRL.
- If the ESA causes excessive damage to the space, the Owner will be charged fees based on assessment from Facilities Management.

### **Immediate Removal of ESA**

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

- The ESA poses a direct threat to the health or safety of others;
- The ESA causes substantial property damage, as assessed by OSU Facilities Maintenance and/or the property of others;
- The Owner does not comply with the Owner's Responsibilities set forth above; or
- The ESA 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 ESA at issue and not on speculation or fear about the harm or damage an animal may cause. Any removal of the ESA will be communicated via written documentation to the Office of Student Support and Conduct and will be conducted with support from Student Accessibility Services. Removals of ESAs may be appealed to the Vice President of Student Affairs.

Should the ESA be removed from the premises, the Owner is expected to fulfill their housing obligations for the remainder of the housing lease agreement.

### **Animal Waste**

It is the Owner's responsibility to clean up after their ESA, both inside and outside. Owners must exercise proper care and control of their animal, which includes cleaning up their animals' waste material and disposing of it properly. Owners must keep and have animal waste or plastic bags

with them to dispose of waste in any outside dumpster or animal waste station. Failure to properly clean up pet waste could result in fines and fees charged to the Owner's Bursar account. It is an expectation that animals that utilize outdoor methods for the bathroom not be allowed to urinate on any electrical boxes or HVAC equipment and must utilize a grassy area (no flower beds, mulched landscapes, sidewalks, or breezeway areas).

Litterboxes must be cleaned regularly and maintained to ensure reduced odors. Owners are required to dispose of old litter in a sealed bag, pet waste bag, or container in the exterior dumpsters immediately. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces. Owners are responsible for disposing of all disposable cage or crate bedding in the exterior dumpsters. It is the Owner's responsibility to provide the appropriate upkeep for their animal.

### **Non-retaliation Provision**

OSU will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an ESA.

## **Agreement, Risk Acknowledgement and Liability Waiver Form**

*By signing this agreement, I certify that I have read, fully understand, and agree to abide by the stated terms herein, and those of the Housing Lease Agreement and the Oklahoma State University Housing and Residential Life Emotional Support Animal Policy and Agreement. I agree to make myself aware of and practice appropriate animal care and understand the penalties for not following proper procedures and policy. I understand that if I fail to meet the requirements set forth in the Agreement, OSU has the right to remove the ESA, and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing lease agreement. Any violations of this agreement will be addressed through the conduct process. I agree and understand that I will not bring the animal to campus prior to my approval from Housing and Residential Life. I understand, if the animal appears in residential halls prior to OSU Housing and Residential Life approval, I will be subject to an immediate fine, I must remove the animal immediately and will not petition the amount charged.*

### **Risk Acknowledgement and Assumption of Liability**

*I understand and accept the risks associated with living in quarters with various types of animals that, despite policy and efforts of university staff, could involve occasional disturbances or incompatibility between animals, such as but not limited to: noise, odor, respiratory issues, infestation of fleas or ticks, animal related infections, etc. as well as the possibility of injury to me or my own animal, and/or damages to my personal property. I acknowledge that said risks extend to the campus grounds where my animal will be leashed. I acknowledge that all students are encouraged to have health insurance while attending the University. I understand that should I become injured by my animal or the animal of another student, or should my animal cause injury to another person, I will be responsible for any associated medical costs. I understand that it is recommended by the University that I obtain animal liability insurance, or if applicable, check my homeowner's policy to see if this is included for my animal while living in a university residence hall. As an animal owner in a campus residential building, I accept full responsibility and liability for any damages or injuries that I or my animal may cause to any persons or property while residing within university buildings and while utilizing the campus grounds.*

### **Liability Release & Indemnification**

*I understand that I must register my ESA with the Student Accessibility Services. I understand that Housing and Residential Life may need to share information about the presence of the ESA with the intent of preparing for and/or resolving any potential issues associated with the presence of the ESA. I further recognize that the presence of the Service Animal may be noticed by others visiting or residing in University housing and agree that Housing Residential Life staff may acknowledge the presence of the ESA and explain that under certain circumstances ESAs are permitted for persons with disabilities. I hereby release and hold harmless the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, Oklahoma State University, Housing and Residential Life, and its faculty, staff, officers, trustees, representatives, chaperones, employees, volunteers, and agents from all manner of action and actions, cause and causes of action, suits, claims, or demands of a nature including personal injuries, damages, or property loss resulting from my ESA.*

### **Signature of Resident**

## Emotional Support Animal Information Form for Housing at Oklahoma State University

This form must be submitted prior to the 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)*

**Submit a photograph with both the owner and animal with your records.**

I acknowledge having read the Emotional Support Animal Policy and agree to abide by its terms and conditions.

Signature of Resident

Date

Resident's Printed Name

CWID

Building & Room/Apt #

Resident's Phone Number

Signature of OSU Housing Designee

Date