

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 provides 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. HRL reserves the right to limit the number of approved animals or combination of animals within a specific unit.

Please note that ESA approvals are for a maximum of one (1) academic year, (in order of Summer, Fall, and Spring) and will require renewal of paperwork annually. If an Emotional Support Animal is requested for summer housing and the resident transitions to a different space for the following Fall and Spring Terms, the animal paperwork submitted will be considered a request for the full academic year. However, there will be two approvals granted, one for the Summer Term and one for the Fall through Spring Term.

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 they 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 buildings and facilities, classrooms,

labs, individual centers, community spaces such as lounges, other residence halls, other students' rooms, 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 ("SAS") 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. No ESA should be brought to campus without first receiving approval via email from HRL. Residents who bring animals to campus without having received approval will be subject to the following actions:

- The animal must immediately be removed from campus and failure to do so may subject the resident to disciplinary actions;
- The resident will face an immediate \$500 fine and may be subject to additional charges should HRL determine cleaning and/or repairs are necessary to return the unit to a livable state.

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 application process with the Student Accessibility Services Office. After registering with SAS, 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:

- Letter from a licensed professional treating the resident that includes:
 - Identification of a nexus (connection) between the resident's treatment plan and their ESA; and
 - A recommendation for an ESA as a necessary accommodation for the student.

OSU may consider the following factors, among others, as evidence in determining whether the presence of the ESA is reasonable or in making university housing assignments for individuals with an ESA:

- Whether the size of the available space will accommodate the specific animal.

- The animal's presence would force another individual from individual housing causing an inequitable situation for that student (i.e., serious allergies/asthma) or their right to peace and quiet.
- 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 past harm to the individual or others such as aggressive behavior towards or injuring the individual or others.
- The animal causes or has caused excessive damage to university housing beyond reasonable wear and tear.
- Imposes an undue financial and/or administrative burden; (i.e., size/weight of the animal vs. adequate/safe living arrangements for students).

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 registration, signed housing lease agreement and an assignment in university housing.
- A complete and signed Housing and Residential Life Emotional Support Animal Agreement.
- Student Accessibility Services Verification.
- A photograph of both the animal and the owner responsible for the animal together.
- Recent Health Certificate showing proof of rabies vaccination.
- Spay or neuter certificate; and
- Roommate approval for the animal to be within the shared spaces.
 - This approval will be requested by the Iba Office to the resident's roommate(s).

The procedures for requesting to keep an ESA in university housing are outlined below:

Send documentation and agreement to 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 student's first and last name and ID number in the body of the email. If these guidelines are not followed, your request may take additional time to review. HRL strongly recommends submitting paperwork as soon as the student is able as the review process can take up to thirty (30) days.

Room Change/Leaving Housing

Room Changes – Should a resident wish to change rooms, requests are to be submitted through the Room Change Request Form. Their animal will be taken into consideration with their request form and potential roommates will be contacted for approval before the room transfer is approved.

Emergency Relocations – On rare occasions, a maintenance or other emergency may make a room inhabitable for a resident and/or animal. In these cases, the resident and animal will be transferred to another space as available until the emergency is resolved. There will be no transfer fee for the residents in these cases. If the animal is responsible for any room damage, fees will be assessed to repair the damage.

Lease Agreement Cancellation – Students are responsible for any repairs and/or cleaning necessary to address damages, odors, and/or conditions created by either themselves or their animals. All fees for repairs and cleaning will be billed according to the damage and cleaning needed through the students' Bursar Accounts.

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 accommodation (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, animals must be properly housed and contained within the owner's control. The animal must be properly leashed when on university grounds. If an animal is found running at large, the pet 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 are not required to provide care or food for any ESA including, but not limited to, removing the ESA during emergency evacuation for events such as fire alarms, facilities-related emergencies, floods, or natural disasters. 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 an ESA

While on Campus:

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.
- Regardless of the circumstances, the Owner is always responsible for the actions of the animal.
 - If the Owner is a minor or family member not affiliated with the University, the primary resident of the apartment will be responsible for the actions of and fees resulting from the animal.

- All animal owners must use a leash, carrier, or harness when taking their animal outside.
- All animals must reside with their owners and should not be taken to visit friends or residents of other rooms or buildings. This includes storm shelters on campus. Students should have a backup plan in place for their animals during storm season.
- Owners must keep their animals properly crated while they are away from the room. Should the Owner leave the residence, it is their responsibility to cage the animal, regardless of other roommates that may stay in the residence.
- Cats are not required to be crated; 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 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.
- Should a resident be unable to care for their animal, HRL will contact their listed emergency contact to provide care. Should this person be uninterested or unreachable, HRL may release the animal to a shelter.
- 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 has the right to bill the individual's account for unmet obligations under this provision.
- The Owner must fully cooperate with HRL staff about 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.).
- The Owner is required to clean up after and properly dispose of the ESA's waste in a safe and sanitary manner. A map of animal waste bags stations can be found on the general campus map or on the Service dogs, Emotional Support Animals, Pets Webpage.
- ESAs should not be left unattended for more than (6) six hours for a dog or (10) hours for a cat. This includes weekends, out of town trips for a class, and academic breaks during which the owner will be away from campus (Fall Break, Thanksgiving, Winter Break, Spring Break, etc.). ESA owners must remove their animal from campus during these extended breaks and may not leave their animal to be taken care of by a friend, roommate or suitemate.
- 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 or change 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 the animal from campus and/or the assessment of room cleaning charges.

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 animals, 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 are not 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).

Litter boxes 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.

ESA and Owner Violations after Approval

Residents, in most cases, are given two (2) verbal warnings from their hall staff, with a follow-up via email documenting the verbal warnings. If the behavior continues, the resident will receive a final written warning. If the residents continue to violate HRL animal policies the student will meet with the Residential Community Educator and the outcome will be determined on a case-by-case basis. Written notification of warnings will be issued for the following, but not limited to:

- If an owner or animal does not comply with the policies and guidelines set by HRL; and/or
- If the ESA causes excessive damage to the space (the owner will also incur fees assessed by OSU Facilities Management to repair any such damage). Some reasons include but are not limited to: replacement of flooring due to odor or stains, unrepairable damage to furniture, or need to replace university property or fixtures.

Immediate Removal of an ESA after Approval

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

- The ESA poses harm to the health or safety of others.
- The ESA causes substantial property damage, as assessed by HRL, 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 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. No warnings will be issued in the event of animal abuse, an animal may be removed from the care and custody of the owner and/or other measures may be taken to prevent contact with the person responsible for the abuse at the owner's expense. These actions will be subject to the discretion of HRL.

Animal Renewal Process

Residents wanting to bring their ESA back to campus are required to submit a Housing Registration for the upcoming academic year, OSU Housing and Residential Life Emotional Support Animal Policy and Agreement, and updated health documentation. Students are encouraged to begin submitting documentation during the previous academic year. HRL will begin reviewing documentation as it is submitted and will begin notifying students if they are approved to bring their animal back to campus after Spring move-out.

Non-retaliation Provision

OSU will not retaliate against any person because that individual has requested or received 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. 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 renter's insurance 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 (within the last year) Date _____

(Record Must be Attached)

Emergency Contingency Address _____

Emergency Contact Phone Number _____

Submit a photograph with both the owner and animal together 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