

# **OSU Housing and Residential Life Service Animal Policy and Agreement**

## **Introduction**

Oklahoma State University Housing and Residential Life (“OSU,” “University,” or “HRL”) 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 perform 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.

OSU allows the use of Service Animals as a reasonable accommodation for individuals with disabilities. Service Animals must have current vaccination records on file with HRL if they are to be housed on campus. HRL will approve only one (1) Service Animal 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 do not agree, the resident seeking to register their Service Animal will be given the option to either relocate to a different unit or reconsider bringing their animal to campus.

## **Definitions**

### ***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; however, Service Animals are not required to be licensed or certified in any capacity.

### ***Owner***

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

### ***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 Notification of Service Animal in University Housing

All students must apply to house their Service Animals on campus annually. The process for notifying HRL of a Service Animal for University housing is 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 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.
- In determining University housing assignments for individuals with Service Animals, OSU may consider the following non-exhaustive list of factors:
  - whether the size of the available space will accommodate the specific animal;
  - whether the animal's presence would cause an unequitable situation for another resident (i.e., serious allergies/asthma); and
  - whether the animal's presence otherwise violates individuals' right to peace and quiet enjoyment
- HRL reserves the right to determine on a case-by-case basis if the presence and/or housing of any Service Animal is unreasonable based on the following:
  - the presence or housing of the Service Animal imposes an undue financial and/or administrative burden; (i.e., size/weight of service animal vs. adequate/safe living arrangements for students);
  - the presence or housing of the Service Animal fundamentally alters University housing policies;
  - the presence or housing of the Service Animal poses a direct threat to the health and safety of others or would cause substantial damage to the property of others, including University property;
  - the animal is disruptive, and the 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.
  - 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; and/or
  - the animal causes or has caused excessive damage to University property beyond reasonable wear and tear.

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 a Service Animal.

A complete application for a Service Animal will include the following:

- A complete housing lease agreement;
- Housing and Residential Life Service Animal Agreement;
- Clear photograph of both the animal and the Owner; and
- Recent health certificate showing proof of rabies vaccination.

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 "Service Animal 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.**

If a resident chooses to bring the animal into campus housing prior to their approval from Housing and Residential Life, they will be subject to a fine.

### **Access to University Facilities by a 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 their 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 does not charge individuals a fee or surcharge for a Service Animal. However, 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 of, injuries to, or loss of the Service Animal.

### **Owner's Responsibilities for Service Animal**

Owners are solely responsible for the custody and care of their Service Animal 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 that all students with Service Animals provide HRL with a current photo of both the Owner and the Service Animal for identification purposes in case of emergency (i.e., fire, tornado, flood, etc.).
- The Owner is required to clean up after and properly dispose of the Service Animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by OSU.
- The Owner must ensure the Service Animal is well cared for. Any evidence of mistreatment or abuse may result in immediate removal of the Service Animal and/or discipline for the individual.
- The Owner may be charged for any damage caused by their Service Animal beyond reasonable wear and tear to the same extent that 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 the Service Animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
- 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 their residence overnight or longer, the Service Animal may not remain in the residence during that timeframe. The Owner is responsible for ensuring the Service Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
- The Owner agrees to abide by all applicable University housing policies that are unrelated to the individual's disability such as assuring the Service Animal 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 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.
- 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.

### **Service Animal 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 may result in the animal being removed from campus. Written notification of probation will be issued for the following, but not limited to:

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

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 damage an animal may cause. Any removal of the Service Animal 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 Service Animal be removed from the premises for any reason, 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 Service Animal, 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 student'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).

## **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.

## **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 Service 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 Service Animal, 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 Housing and Residential Life 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 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 Service Animal and explain that under certain circumstances Service Animals 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 Service Animal.*

### **Signature of Resident**

## **Service 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 picture with both the owner and 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 #

Resident's Phone Number

Signature of OSU ResLife/Housing Designee

Date