



TEXAS WOMAN'S
UNIVERSITY™

**Service and Emotional Support Animal Housing
Agreement Form**

I. Introduction

Texas Woman's University is committed to accommodating persons with disabilities who require the assistance of service or Emotional Support Animals; however, the university is also mindful of the health and safety concerns of the campus community.

Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with Service Animals and Assistance Animals. Texas Woman's University reserves the right to amend this policy as circumstances require.

II. Definitions

Disability

According to the Americans with Disabilities Act of 1990 (ADA), any person who has a physical or mental condition which substantially limits one or more life activities (such as walking, seeing, hearing, working, or learning) meets the definition of an individual with a disability. Individuals with a record of such a condition, or individuals who are regarded as having such a condition are also entitled to protection from discrimination. Acceptable documentation of a disability can be from either a medical or mental health professional.

Service Animal

The ADA defines a Service Animal as any dog or miniature horse that is trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items. A Service Animal must be registered through Disability Services for Students (DSS).

Emotional Support Animal

An Emotional Support Animal is an animal selected to play an integral part of a person's treatment process that demonstrates a good temperament and reliable, predictable behavior. An Emotional Support Animal is prescribed to an individual with a disability by a physician or mental health professional. **Emotional Support Animals are only permitted in housing, not in other campus buildings, are only covered by the Fair Housing Act, not ADA/504.**

Pet

A pet is an animal kept for companionship. A pet is not considered a Service Animal or a Emotional Support Animal, and, therefore, is not covered by this policy. Residents are not permitted to keep pets on university property or in university housing with the exception of fish.

III. Service and Emotional Support Animals in University Housing Requests

The request to have an Emotional Support Animal reside in campus housing must be submitted each academic year. The student must notify Housing and Dining and DSS in writing if the animal is no longer needed as an Emotional Support Animal or is no longer in residence. In order to substitute one animal with a different animal, the student must file a new request.

The following information will be needed after the Emotional Support Animal is approved and at least 7 days before the animal moves in.

- (1.) Animal Registration
- (2.) Vaccination certificate/Shot Record
- (3.) Current Color Picture of Animal

IV. Standards for Approved Service or Emotional Support Animals

As a person who has been approved for a Service or Emotional Support Animal, you have the responsibility to keep your animal in a healthy and sanitary condition at all times. All approved service or Emotional Support Animals must comply with applicable laws regarding animals and their treatment and care. You understand that this agreement could be withdrawn if you fail to abide by responsibilities listed below

Dogs and Domestic Cats

- All required immunizations must be up to date and a copy of the immunizations must be on file with the DSS and Housing and Dining offices.
- Dogs and cats must be licensed and a copy of the license must be on file with the DSS and Housing and Dining offices.
- A copy of the veterinarian's report must be on file with the DSS office.
- The animal must wear a collar with current rabies tags at all times. The owner must have their animal on a leash whenever the animal is not inside the apartment/residence room (i.e., when transitioning the animal to a vehicle). Dogs and cats must never be allowed to run freely.
- Dogs and cats must possess friendly and sociable characteristics. A specific dog and cat can be restricted from the premises based on any confirmed threatening behavior.
- Obedience and training programs are highly recommended for dogs.

Any Other Animal

- To be considered on a case by case basis.
- Dangerous, poisonous, and/or illegal animals are not permitted as these would not be considered a reasonable accommodation in a community living environment.

V. Animal Care & Guidelines

Health, sanitary, safety, and disruptive standards must be maintained as follows:

- Animals require daily food and attention, as well as a daily assessment of their general health, behavior, and overall welfare.
- You must properly maintain the hygiene, health, and vaccinations for the animal.
- The animal must be fed and watered inside the apartment/residence hall room. Food

and water is not left outside the apartment/residence hall at any time

- The animal must not be left unattended for more than 7-8 hours. Animals cannot be left unattended overnight at any time. If the owner must be away, they must either take the animal with them, or make arrangements for the animal to be cared for elsewhere off campus. The owner/handler, not the university or any other student, is responsible for the care and conduct of their animal.
- The student must have the animal in a kennel when they are away from their apartment/residence.
- Animals cannot be securely confined in a vehicle in which the animal's health or life is endangered by temperature or inadequate ventilation.
- Emotional Support Animals must not be taken into the residence hall or apartment offices or administrative offices.
- Animal feces, defined as cat litter box contents and any solid animal waste, must be disposed of properly. It is the owner's responsibility to remove feces from university grounds, dispose of it in a plastic bag, and then place that bag in the garbage dumpsters outside. Cleanup must occur IMMEDIATELY. Animal feces may not be disposed of in any trash receptacle/chute or through the sewer system inside any building at Texas Woman's University. Waste MUST be taken to any apartment or residence hall dumpster for disposal.
- Residents with cats must properly maintain litter boxes. In consideration of the health of the cat and the occupants of the residence hall room or apartment, cat litter box contents must be disposed of properly and regularly. The litter box must be changed with new cat litter regularly. Litter boxes should be placed on mats so that feces and urines are not tracked onto carpeted surfaces.
- Animal accidents within the residence hall room or apartment must be promptly cleaned up using appropriate cleaning products. If the service/Emotional Support Animal becomes sick and vomits and/or becomes incontinent, it is the responsibility of the animal owner to make sure that it is cleaned up immediately.
- Regular and routine cleaning of floors, kennels, cages, and litter boxes must occur. The odor of an animal emanating from the residence hall room or apartment is not acceptable (see Cleaning Section below).
- Service/Emotional Support Animal food should be kept in a closed container within the confines of the animal owner's room. Open bags of food are not permissible as they attract bugs.
- Any flea infestation must be attended to promptly by a professional extermination company at the owner's expense. Owners are expected to promptly notify Housing & Dining and arrange for extermination when a flea problem is noticed. Animal owners may take some precautionary measures such as: flea medications prescribed by veterinarians; flea and tick collars; and taking the animal to the veterinarian for flea and tick baths. However, University staff may not use chemical agents and insecticides to exterminate fleas and ticks. The owner is responsible for extermination costs after vacating the residence hall room or apartment.
- Service/Emotional Support Animals should be kept clean and free from odor. However, animal owners may not use hall or apartment showers, sinks or baths to clean their animals.
- Animals must not be allowed to disrupt others (e.g. barking continuously, growling, yowling, howling, etc.). Animals which constitute a threat or nuisance to staff, residents, or property, as determined by the Residence Director, must be removed

within seven (7) days of notification. If Texas Woman's University's Department of Public Safety (DPS) determines that the animal poses an immediate threat, animal control may be summoned to remove the animal. If the behavior of an animal can be addressed by the owner and the owner can change the behavior of an animal so that the animal does not have to be removed, a written action plan will be submitted by the owner. The action plan must outline the action that will take place to alleviate the problems and also must give a deadline as to the length of time the plan will take. Any action plan must meet the approval of the Residence Director. The day after the deadline for removal from the residence hall room or apartment Housing will do a residence hall room or apartment inspection to check damages and infestation followed by the scheduling of a mandatory cleaning and extermination. Any animal owner found not adhering to the removal directive will be subject to disciplinary action which could include contract cancellation.

- An animal must not be involved in an incident where a person experiences either the threat of an actual injury as a result of the animal's behavior.
- The animal owner will take all reasonable precautions to protect university staff and residents as well as the property of the university and the residents.
- The owner will notify their building's Residence Director if the animal has escaped its confines and is unable to be located within 12 hours.
- All liability for the actions of the animal (bites, scratches, etc.) is the responsibility of the owner.
- Texas Woman's University is not responsible for an animal during a fire alarm, fire drill, or natural disaster.
- The owner must notify Disability Services for Students and Housing & Dining in writing if the animal is no longer needed in a residence or apartment.
- Housing & Dining is not obligated to provide food, care or additional space for the animal.

Violations concerning any of the aforementioned may result in the resident having to find alternative housing off campus for the animal and, as warranted, may also result in a resident being in breach of their housing contract.

VI. Cleaning and Damages

- An inventory and condition inspection of the residence will be conducted prior to the animal's arrival. The resident will receive customary cleaning treatment by Custodial Services when the animal owner moves out. When the resident moves out of his/her residence hall room or apartment, or no longer owns the animal, the residence hall room or apartment will be assessed to determine if damage to department property can be attributed to the animal. Any damage to or requested renovations to apartment/residence hall (due to damage or neglect as result of animals) will be the sole responsibility of the student. Damage to TWU property discovered or reported during the year, and caused by the animal, must be rectified within one month
- The animal owner has an obligation to make sure that the residence hall or apartment is as clean as the original standard. If the room or apartment has carpeting, this also includes regular vacuuming and spot cleaning. Damages and extraordinary cleaning caused by the animal are the responsibility of the resident. Replacement or repair of

- damaged items will be the financial responsibility of the owner.
- Housing & Dining maintains the right to conduct residence hall room or apartment inspections monthly for the purpose of assessing damage caused by the animal or otherwise determine the resident's compliance with this procedure.

VII. Animal Liability

The University shall not, under any circumstances, be held liable for any personal injury or damages caused by your animal. You hereby agree to indemnify and hold Texas Woman's University harmless from all property or injuries to persons caused wholly or in part by, or resulting from your animal which will be living with you in your assigned residence at the Texas Woman's University. The University suggests that the student purchase renter's insurance.

VIII. Areas off Limit to Service Animals

The University may prohibit the use of Service Animals in certain locations due to health and safety restrictions (e.g. where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following: custodial closets, boiler rooms, facility equipment rooms, research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, maker's space, motor pools, and rooms with heavy machinery and areas outlined in state law as being inaccessible to animals.

Exceptions to restricted areas may be granted on a case-by-case basis by contacting DSS and the appropriate department representative; however, the person directing the restricted area has the final decision.

IX. Removal of Service or Emotional Support Animal

The University may remove a service or Emotional Support Animal for the following reasons:

1. Poses a direct threat to the health or safety of others
2. Is unruly or disruptive (barking, jumping up on people, running around)
3. In ill health
4. Excessively unclean (e.g., flea-infested, foul-smelling, shedding excessively)
5. Exhibits aggressive behavior

If suspension of animal owning privileges is implemented, the student will need to find an immediate alternative placement of the animal. Decisions of the Residence Director may be appealed in writing within 72 hours of receipt of the original decision. The process will be in addition to any other legal remedy available by law. The resident is responsible for the removal of the animal, if the student refuses Housing & Dining will contact DPS or Animal Control.

X. Conflicting Disabilities/Roommate

Students with medical condition(s) who are affected by animals (respiratory diseases, asthma, severe allergies) are asked to contact the Housing & Dining and/or DSS office if they have a health or safety related concern about exposure to a service or Emotional Support Animal. The individual will be asked to provide medical documentation that identifies the condition(s), and will allow determination to be made as to whether the condition is disabling and whether there is a need for an accommodation.

DSS staff, in consultation with Housing & Dining staff, will resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodations of all persons involved. The DSS staff may use the University Student Health Center as a resource for information on health issues.

The roommate of the student approved to have a Service or Emotional Animal will be notified by a University Housing & Dining staff member about the presence of a Service or Emotional Animal (if applicable). A representative of Housing & Dining should meet together with the Residence Director, the Service/Emotional Animal owner, and the roommate to discuss any possible issues that might arise due to the presence of the Service/Emotional Animal. All roommates/suitemates of the animal's owner must sign an agreement allowing the service animal to be in residence with them.

If the roommate has a fear of dogs and/or is allergic to dog or cat dander, both the roommate and the Service/Emotional Animal owner should be accommodated by assigning them, if possible, to different rooms in the residence hall or apartment. The Service/Emotional Animal owner should not be automatically moved out of a residence hall room or apartment due solely to the fact that they requested to have a Service/Emotional Animal.

XI. Complaint Process

Residents will have the opportunity to e-mail complaints and concerns in regard to noise, odor, pests, threat or danger to housing@twu.edu and/or the DSS email dss@twu.edu. The Residence Director will validate and address the complaint in a timely manner and make a ruling. The Residence Director shall have the authority to issue any one of the following sanctions:

- Requiring specific reasonable actions on the part of the student to rectify a problem.
- Verbal warning
- Letter of warning
- Letter of reprimand
- Probation of animal-owning privileges
- Suspension of animal-owning privileges

Name of Animal Owner: _____ Registration Start Date: _____
Registration End Date: _____

Description of Animal

Name of Animal: _____ Age: _____
Type: _____ Breed: _____ Sex: _____
Color: _____

Emergency Contact Information

By providing the following information, I understand that the Department of Residence Life has the right (but not the duty) to take my animal to veterinarian listed below in the event that I cannot be contacted in an emergency.

Veterinarian Name: _____ Emergency Contact: _____
Phone Number: _____ Phone Number: _____
Address: _____ Address: _____

Animal Agreement

I have read the above Animal Agreement and agree to abide by all of these policies.

Signature Date

Assumption of Liability Statement

I, the undersigned, understand that the University shall not, under any circumstances, be held liable for any personal injury or damages caused by my animal. I hereby agree to indemnify and hold the Texas Woman’s University harmless from all payments, expenses, costs, attorney’s fees, and all claims and liabilities for losses or damage to property or injuries to persons caused wholly or in part by, resulting from my animal. Neither Housing and Dining Services nor Texas Woman’s University is responsible for supervising the registered animal, nor do they assume liability for the actions of the animal.

Signature Date