



STUDENT AGREEMENT Emotional Support Animal (ESA)

The undersigned student has requested an Emotional Support Animal (ESA) to accommodate their disability. If the request is approved, student acknowledges and agrees to strictly comply with all of the below terms and conditions:

1. **General.** The student represents and understands that:
 - a. They have read and understand the Emotional Support Animal (ESA) Policy.
 - b. All information submitted in connection with their request for an Emotional Support Animal (ESA) is true and correct.
 - c. They have submitted a document, from a veterinarian or other animal health representative, stating the animal is in good health and up-to-date on all vaccinations.
 - d. They understand they must strictly comply with the below policies and all other College policies or the accommodation right may be lost.
 - e. If the accommodation right is lost, or if the animal must otherwise be removed, they will not be reimbursed for any costs associated with that change and will still be responsible for fulfilling the balance of their housing contract.
 - f. They are solely responsible for the care of the animal and all issues relating to the maintenance of the animal in College housing.

2. **Keeping the Animal in their Residential Area Unit.** The animal must be contained within the student's privately assigned individual living accommodations except to the extent the student is taking the animal out for natural relief.
 - a. When an animal is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness.
 - b. Emotional Support Animal (ESA)s are not allowed in any College facilities other than the College housing to which the student is assigned.

3. Keeping Animal Under Control. The Emotional Support Animal (ESA) must be properly housed and restrained or otherwise under the dominion and control of the student at all times. No student shall permit the animal to go loose or run at large.

- a. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from College housing.

4. Compliance with Laws and Policies. The student must abide by all current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the student's responsibility to know and understand these ordinances, laws, and regulations.

- a. The College has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate.
- b. The College reserves the right to request documentation showing that the animal has been licensed.
- c. The student must abide by all equally applicable residential policies, such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.

5. Care of Animal. The student is required to ensure the animal is well cared for at all times. Any evidence of mistreatment, abuse, neglect, or leaving the Emotional Support Animal (ESA) unattended for unreasonably long periods of time may result in immediate removal of the animal and/or discipline, pursuant to the Student Code of Conduct.

- a. College personnel shall **not** be required to provide care or food for any animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm.
- b. In cases of emergency, emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.
- c. Animals may not be left overnight in College housing to be cared for by any individual other than the student. If the student is to be absent from his/her residence hall overnight or longer, the animal must accompany the student.
- d. The student is responsible for ensuring that the animal is contained, as appropriate, when the student is not present during the day while attending classes or other activities.
- e. Students are responsible for feeding and watering their animal within the confines of their personal residential unit. Bowls of food and water should be placed on mats so that water and food does not get on the floor. Animal food must be kept in a closed container within the confines of the student's residential unit.

- f. If an animal becomes sick and vomits, it is the responsibility of the student to make sure it is cleaned up immediately. This is not the responsibility of St. Norbert College personnel.
- g. Animals must be kept clean and free from odor. However, students may not use the showers and/or tubs in the residential housing unit to clean their animals, because of other students' allergies. The student must use a grooming service, veterinarian clinic or other off-campus or approved facility.

6. Responsibility for Property Damage. The student is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by the College.

- a. The student may be charged for any damage caused by his or her animal beyond reasonable wear and tear to the same extent that the College charges other individuals for damages beyond reasonable wear and tear.
- b. The student's living accommodations may be inspected for fleas, ticks, or other pests by the College. If fleas, ticks, or other pests are detected through inspection, the student will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The College shall have the right to bill the student's account for unmet obligations under this provision.

7. Continuation of Services/Notification if Emotional Support Animal (ESA) is No Longer Needed. The animal is allowed in College housing only as long as it is necessary because of the student's disability.

- a. Prior to the beginning of each academic year, the student must present documentation to the Office of Academic Success, Support and Accessibility stating the Emotional Support Animal (ESA) is in good health and licensed/vaccinated in accordance with local regulations.
- b. To replace an Emotional Support Animal (ESA), the new animal must be necessary because of the student's disability, and the student must follow the procedures in this policy when requesting a different animal.

8. Behavior of Emotional Support Animal (ESA)s. Reasonable behavior is expected from Emotional Support Animal (ESA)s while in and around the College or at College events. If the animal exhibits unacceptable behavior, the student is expected to employ the proper training techniques to correct the situation.

- a. Students of disruptive and aggressive animals may be directed to remove them from all College facilities and will not be allowed to bring them back until they provide proof of significant steps to mitigate the behavior, such as muzzling a barking or aggressive dog or refresher training for the animal and its student.
- b. Consideration of others (i.e. allergies, animal phobias, etc.), must be taken into account when an Emotional Support Animal (ESA) is on campus.

9. Removal of the Emotional Support Animal (ESA). The College may require the student to remove the Emotional Support Animal (ESA) from College housing for any of the following:

- a. The animal poses a direct threat to the health or safety of others or causes substantial damage to the property of others, including College property.
- b. The animal's presence results in a fundamental alteration of a College program.
- c. The animal or its presence creates an unmanageable disturbance or interference with the College community.
- d. The student does not comply with the terms of this Agreement.

10. Procedures for Removal. The College will base any removal decision upon the consideration of the behavior of the particular animal and student on a case-by-case basis and in consultation with the student and other parties as appropriate.

- a. The removal of an animal may be appealed pursuant to the grievance procedures found outlined in The Citizen-Student Handbook, and the student will be afforded all rights of due process outlined in those procedures.
- b. Should the animal be removed from the premises for any reason, the student is expected to fulfill his/her housing obligations for the remainder of the housing contract.

Certification

I certify that I have read and understand all of the terms and conditions in this Agreement. I understand that approval for my request for a Emotional Support Animal (ESA) is subject to my strict compliance with all of the provisions of this Agreement.

Signature of Student: _____ ID #: _____

Printed Name of Student: _____ Dated: _____