

Student Name:

Student ID:

This document serves as formal acknowledgment of the student's approved accommodation for an Emotional Support Animal (ESA) under the Fair Housing Act. According to this law, housing providers cannot refuse to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling.

The Fair Housing Act requires a housing provider to allow a reasonable accommodation involving an assistance animal in situations that meet all the following conditions:

- A request was made to the housing provider by or for a person with a disability
- The request was supported by reliable disability-related information, if the disability and the disability-related need for the animal were not apparent and the housing provider requested such information, and
- The housing provider has not demonstrated that:
 - Granting the request would impose an undue financial and administrative burden on the housing provider
 - The request would fundamentally alter the essential nature of the housing provider's operations
 - The specific assistance animal in question would pose a direct threat to the health or safety of others despite any other reasonable accommodations that could eliminate or reduce the threat
 - The request would not result in significant physical damage to the property of others despite any other reasonable accommodations that could eliminate or reduce the physical damage

Because each of these requirements have been met, this document serves to acknowledge the agreement of the Housing Staff and to allow the student in question the ability to possess an Emotional Support Animal within their place of residence.

Per federal disability laws, Emotional Support Animals (ESA) are NOT Service Animals and do not accompany an individual at all times. Therefore, if an accommodation is granted for an ESA, the ESA is ONLY permitted in the student's assigned residential room on campus and immediate outdoor space of the residence hall to allow the animal to dispose of waste products. These animals are NOT permitted in other campus buildings (only campus housing) or residential rooms. When the animal is transported outside the private residence area it must be in an animal carrier, on a leash or harness, and controlled at all times. Proof of required vaccinations must be provided to DSS. **To finalize this process, the student must read and sign/agree to the following requirements/responsibilities:**

Requirements/Responsibilities

1. The owner/handler, not the College or another student, is responsible for the care and conduct of their animal.
2. The owner/ handler must abide by all state and local laws regarding animals. Collars and tags must be worn at all times.
3. A copy of all required and up-to-date immunizations must be filed with the Disability Coordinator.
4. Dogs and cats must be spayed or neutered. A copy of the veterinarian's report must be filed with the Disability Coordinator.
5. Animals must be kept clean, healthy and under control of the owner/handler at all times.
6. Animals must not pose a direct threat to the safety of others.

7. Dogs as ESAs must be “housebroken” and cats as ESAs must be litterbox trained. An owner may be required to remove an animal that is not housebroken. The owner/ handler is responsible for prompt clean up and disposal of the animal’s waste from the property, including all living areas, grass areas, sidewalks, parking areas, patio and courtyard areas.
8. Animals must sleep in the owner/handler’s room.
9. Animals must not make excessive noise or display behavior that will disrupt other community members.
10. The College is not responsible for an animal during a fire alarm, fire drill, or natural disaster.
11. An animal cannot be left alone for more than 24 hours. The ESA must accompany the owner if the owner leaves campus for a prolonged period. An animal may be cared for by another resident if the owner/handler is not on campus for a brief time and a previous agreement has been made in advance.
12. The owner or handler is subject to charges for damage caused by the animal, in the same manner that community members are held responsible for damage caused by an individual.
13. The owner/handler is responsible for any financial charges for bodily injury caused by the animal to any individual, including the owner/handler.
14. The owner/handler must notify Student Services in writing if the animal is no longer needed in residence. An approval for an ESA is good only for the academic semester/term in which it has been approved. A formal request for an ESA must be submitted for each academic year.
15. Emotional Support Animals are only permitted in the privately assigned residential room and outdoor areas as approved by the Director of Student Success, Associate Director of Residential Living, and Campus Police. When transported outside the privately assigned residential room the animal must be in an animal carrier or controlled by a leash or harness at all times.
16. When Facilities personnel need to enter a student’s room to complete work the owner/handler must be present at the time the Facilities Team personnel and/or contracted workers enter the room. Work cannot be completed without the owner/handler being present.

Removal of Approved ESA from Campus Housing:

The College has the right to remove an animal if:

- It poses a direct threat to the health or safety of the owner/handler or others.
- The owner/handler does not comply with the owner/handler’s responsibilities outlined in the guidelines for having an ESA on campus.
- The animal causes uncontrollable disturbances.

For additional information, reference Criswell College’s *Pet and Assistance Animal Policy*.

This letter applies for one academic year.

If you agree to these terms, please sign and date below in the appropriate section:

Student Signature: _____ DATE: _____

Director of Student Success/
Disability Coordinator Signature: _____ DATE: _____

Housing Director Signature: _____ DATE: _____

Chief of Police Signature: _____ DATE: _____