

RESIDENCE LIFE

The following requirements apply to all students and their approved emotional support animals living in Fredonia residence halls unless the nature of the documented disability of the student precludes adherence to these requirements.

For the purpose of this agreement, the term “emotional support animal” includes “assistance animals” under Fair Housing Act (FHA).

Under the FHA, individuals with a disability may be entitled to keep an “assistance animal” as a reasonable accommodation in housing facilities provided the assistance animal is necessary to afford the person with a disability an equal opportunity to use and enjoy on-campus housing or participate in the housing service and if there is an identifiable relationship between the individual’s disability and the assistance the animal provides.

Animal Behavior; Approval for Emotional Support Animal

1. An exception to the Fredonia Housing License and Agreement prohibiting pets is granted for assistance animals provided that their behavior, noise, odor, and waste do not exceed reasonable standards for a well-behaved animal and that these factors do not create unreasonable disruptions to the residence hall community.
2. A student obtains approval for an emotional support animal by completing a request with the Office of Disability Support Services for Students (DSS). The request should include certificates of vaccination, a copy of the animal’s registration or license, and other information listed in this document.
3. Dangerous, poisonous, or illegal animals are not permitted.
4. The approved emotional support animal must be contained within the private residential area at all times, except when transported outside the private residential area in an animal carrier or controlled by a leash, harness or other tether.

Animal health and well-being

1. All emotional support animals must be in good health and have all veterinarian-recommended vaccinations to maintain the animal’s health and prevent contagious diseases. Documentation of vaccines is due at time of approval. Residence Life reserves the right to request an update verification at any time during the animal’s residency.
2. State/local licenses are required for the emotional support animal. They must be obtained and kept in compliance with local jurisdiction requirements. Residence Life reserves the right to request proof of licensing at any time.

3. All emotional support animals, if taken outside the private residence area, must be leashed and wear identification tags with contact information and, if applicable, vaccination information.
4. All emotional support animals must be housed in acceptable conditions within the residential area (e.g. an appropriately sized crate).
5. All emotional support animals must be treated humanely. If mistreatment is reported, the Residence Director will review the report with the student. Any reports of mistreatment may be referred to the Office of Judicial Affairs.

Animal Cleanliness

1. The student is responsible for properly containing and disposing of all animal fecal waste.
 - A. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and tied securely before being disposed of in outdoor trash receptacles. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces.
 - B. Outdoor animal waste, such as dog feces, must be immediately retrieved by the student, placed in a plastic bag and securely tied before being disposed of in an outdoor trash receptacle.

Student Responsibilities

1. The student must register with DSS and receive approval for an accommodation to have each emotional support animal in residence hall facilities prior to having the animal enter the facility. Regular review of the student’s individual needs will be conducted at the discretion of DSS.

2. The student is responsible for ensuring that the animal does not interfere with the routine activities and daily operations of the residence hall or cause difficulties for students or staff who reside and work there. Sensitivity to individuals with allergies and to those who fear animals is critical to the participation of the residence hall community.
3. The student is financially and legally responsible for the actions of the emotional support animal such as bodily injury or property damage, including, but not limited to, any replacement of furniture, carpet, drapes, etc. Residence Life shall have the right to bill the student’s account for repair, replacement, and other costs.
4. The animal must be boarded should the student leave the residence halls for more than 24 hours. Should the student be away from the residence hall for more than 10 hours due to academic requirements, adequate arrangements for the animal to have appropriate care must be made by the student.
5. The assistance animal must interact and behave well with other assistance animals without incident.
6. The student is responsible for any expenses that are required due to costs incurred for cleaning that is above and beyond normal cleaning, or for repairs to academic facilities and housing facilities that are assessed after vacating the residence. Residence Life has the right to bill the student’s account for all damages or deficiencies with the room condition.
7. The student is responsible for any medical bills associated with an interaction with the emotional support animal or for any property damages another person incurs as a result of the animal’s behavior.

8. The student's residence may be inspected for fleas, ticks, or other pests once per term or as needed. The Residence Life staff will schedule the inspection. If fleas, ticks or other pests are detected through inspection, the residence (which may extend beyond the student's private residential area) will be treated using approved fumigation methods. The student will be billed for the expense of any pest treatment reasonable deemed necessary by Fredonia as a result of the emotional support animal.
9. The student must notify in writing his/her assigned accommodation specialist in DSS and the Director of Residence Life if the emotional support animal is no longer needed. To replace an emotional support animal, the student must file a new request with DSS.
10. All roommates/suitemates of the student must sign an agreement allowing the emotional support animal to be in residence with them. In the event that one or more roommates do not approve, either the student and the emotional support animal or the non-approving roommate(s), as determined by the Director of Residence Life, may be moved to a more suitable location.
11. Residence Life has the right to relocate the student and emotional support animal as necessary per current contractual agreements.
12. The student agrees to continue to abide by all other residential policies and the Fredonia Housing License and Agreement. An exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.
13. Any violation of these policies will be reviewed through the Office of Judicial Affairs and the student will be afforded all rights of due processes and appeals as outlined in that process. Notwithstanding such rights, Fredonia has the right to correct immediately any potentially harmful situation, including removal of an emotional support animal or entry into the student's residential area.
14. Should the assistance 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 License and Agreement.
15. The emotional support animal must be kept in the student's assigned room and cannot be

taken to other private residential areas within Fredonia's residence halls.

16. Fredonia may ask the student to remove the emotional support animal from the premises if the animal is not housebroken or if the animal is out of control and the student does not take effective steps to control it. If the emotional support animal bites another person without provocation or demonstrates unprovoked aggressive behavior toward another person or animal (even if there is only a single occurrence of said behavior), Fredonia has the right to require the student to remove the assistance animal from Fredonia property.
17. Fredonia is not required to allow emotional support animals as defined under the FHA anywhere on Fredonia grounds other than in the residence hall facility that is occupied by the personal with the emotional support animal.

Indemnification

The student agrees to defend, indemnify, and hold harmless Fredonia from and against any third party claims, liabilities, lawsuits, or actions (collectively, "Claims")(including without limitation Claims by the student's roommates), arising out of actual or alleged bodily injury, death or property damage caused by the student's emotional support animal. For the purposes of this paragraph, Fredonia includes The State University of New York at Fredonia and their affiliated and related entities and their past, current, and future trustees, officers, directors, board members, shareholders, agents, representatives, attorneys, insurers, employees, successors and assigns.

Additional Responsibilities

If applicable, attach any additional responsibilities or provisions required by individual circumstances.

support animal and all responsibilities and requirements set forth by Fredonia. I assume no financial or legal responsibility for the actions of the assistance animal such as bodily injury or property damage, including but not limited to any replacement of furniture, carpet, drapes, etc.

2. I agree to allow the assistance animal in the room or suite and have no known allergies to the animal. If I should change my mind or develop allergies to the animal, I will be required and agree to move to another on-campus space. Residence Life will take into account my preferences without guarantee and will make my placement as space permits.
3. I am responsible for reporting any violations of this agreement to Residence Life immediately and will participate in the student conduct process or any legal action, should the information I report warrant my involvement.

Signature and Date

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Residence Director Signature and Date

As a roommate/suitemate of a student with an approved emotional support animal (as defined in the above agreement), I understand the following:

1. My roommate is solely responsible for the emotional