



## On-Campus Animal Agreement

Academic Year of Agreement:

Resident Name \_\_\_\_\_

WCU ID \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Housing Assignment (if known) \_\_\_\_\_

Roommate(s) Name(s) (if known) \_\_\_\_\_

*Please list all residents of your assigned room/suite/apartment, if known.*

Let us know some information about the animal:

Name \_\_\_\_\_

Age \_\_\_\_\_

Type \_\_\_\_\_

Breed \_\_\_\_\_

Veterinarian Name & Phone Number \_\_\_\_\_

### EMERGENCY CONTACT

In the event of an emergency, the person below will be contacted to assume custody of the animal.

Name \_\_\_\_\_

Phone \_\_\_\_\_

### REQUIREMENTS FOR ON-CAMPUS RESIDENTS WITH AN ANIMAL

- Sign the University Student Housing, LLC ("USH") On-Campus Animal Agreement ("Agreement" or "agreement") via DocuSign or send an email signed copy to [admin@ushcommunities.org](mailto:admin@ushcommunities.org)
- Provide Vet Records via email to [admin@ushcommunities.org](mailto:admin@ushcommunities.org).
- Provide documentation from your doctor and/or therapist regarding your need for an Assistance Animal, if applicable.
- USH will provide notification to all roommates in the suite/apartment prior to the animal being approved to come USH Affiliated on campus.
- Once all steps above are completed you will receive an email confirming that you have completed all necessary steps, and USH will provide reasonable accommodation for the animal.
- Once you receive the confirmation email from USH, you are approved to bring the animal to your place of residence.
- You will be in violation of policies and procedures if you bring the animal to campus prior to receiving the confirmation email.
- In this agreement, the terms "you," "I," or "me" encompass both the Resident identified above and the Guarantor signing below.
- The term "animal" means that Service Dog, Service Dog in Training, or Assistance Animal set forth above.
- This agreement is valid only for the Academic Year it is signed. If you live with USH in future terms, including summer, a new ADA request must be submitted and a new agreement must be signed.

Signed this agreement is voluntary for residents requesting to live on-campus with a Service Dog, Service Dog in Training, or Assistance Animal (whichever applies to you) indicating you understand and will adhere to the requirement. DO NOT INITIAL NEXT TO REQUIREMENTS THAT DO NOT APPLY TO YOU.

#### SERVICE DOG

	Submit a written request to Admin Coordinator: <a href="mailto:admin@ushcommunities.org">admin@ushcommunities.org</a> of your request for a Service Dog answering the two following questions: <ol style="list-style-type: none"> <li>1. Is the animal required because of a disability?</li> <li>2. What work or task has the animal been trained to perform?</li> </ol>
	Documentation from a veterinarian stating that the animal has up to date vaccinations (if appropriate) and is in good health. Service Dogs are subject to local animal control or public health requirements, including vaccinations.
	A signed On-Campus Animal Agreement signed via <a href="mailto:Admin@ushcommunities.org">Admin@ushcommunities.org</a> . This is optional.
	Service Dogs are subject to local dog licensing and registration requirements.
	Demonstrate that the animal is housebroken.

## SERVICE DOG IN TRAINING

	Submit written request to Admin Coordinator: <a href="mailto:admin@ushcommunities.org">admin@ushcommunities.org</a> of your request for a Service Dog in Training answering the two following questions: <ol style="list-style-type: none"> <li>1. Is the animal required because of a disability?</li> <li>2. What work or task will the animal be trained to perform?</li> </ol>
	Documentation from a veterinarian stating that the animal has up to date vaccinations and is in good health. Service Dogs in Training are subject to local animal control or public health requirements, including vaccinations.
	A completed On-Campus Animal Agreement signed to <a href="mailto:Admin@ushcommunities.org">Admin@ushcommunities.org</a> . This is optional.
	Service Dogs in Training in training are subject to local dog licensing and registration requirements.
	Demonstrate that the animal is housebroken or is being actively trained on this behavior.

## ASSISTANCE ANIMAL

	Submit a written request to Admin Coordinator: <a href="mailto:admin@ushcommunities.org">admin@ushcommunities.org</a> of your request for an Assistance Animal with supporting documentation from a medical doctor or therapist.
	Approval has been received from USH Senior Leadership to have an Assistance Animal with USH Housing.
	Documentation from a veterinarian stating that the animal has up to date vaccinations (if appropriate) and is in good health. Assistance Animals are subject to local animal control or public health requirements, including vaccinations. Verification email sent to <a href="mailto:admin@ushcommunities.org">admin@ushcommunities.org</a>
	A completed On-Campus Animal Agreement submitted to <a href="mailto:admin@ushcommunities.org">admin@ushcommunities.org</a>
	Assistance Animals are subject to local licensing and registration requirements.
	Demonstrate that the animal is housebroken.

## ON-CAMPUS ANIMAL AGREEMENT

**Review and initial each requirement indicating you understand and will adhere to the requirement. THIS SECTION APPLIES TO ALL REQUESTS FOR SERVICE DOGS, SERVICE DOGS IN TRAINING, AND ASSISTANCE ANIMALS.**

	I must comply with all state laws and local animal ordinances, as well as all West Chester University and University Student Housing, LLC policies and guidelines.
	I must comply with all required state and municipal license requirements, including current identification and vaccination tags. Dogs must wear a current rabies vaccination tag. All animals must be tagged with contact information for the owner, if there is an ability to do so.
	I must provide appropriate food, water, and shelter for the animal.
	The animal is permitted in all common areas of the building if it is escorted by the owner or designee on a leash or in a cage. The animal must be kept in the bed space in the absence of the owner.
	I am solely responsible for the care, supervision, and cleanup of the animal, with the assistance of others as necessary.

	I am responsible for routine maintenance of the animal, which includes flea and tick prevention. Vaccinations and annual examinations must be completed. USH has the right to request updated veterinary verification annually or at any time during the animal's residency.
	I am responsible for instructing others on appropriate interactions with the animal and setting clear and respectful expectations.
	I am responsible for excessive noise or behavior that is disruptive to others and which I cannot stop.
	I cannot leave the animal unattended overnight or for an extended period beyond normal working/class hours.
	I am aware that animals must be housebroken or crated when I am not present in the unit. If the animal is not initially housebroken, I am responsible for training this behavior and for sanitary clean up measures.
	I am responsible for properly containing and disposing of all animal waste. Outdoor waste, such as feces, must be immediately retrieved and properly disposed of in an outdoor trash receptacle by me or someone designated by me.
	I am responsible for effectively controlling the animal at all times. If the animal leaves the assigned unit, it must be on a leash or in a crate. If I am unable to effectively control the animal, or if the animal poses a direct threat to the health or safety of others, USH can require its removal. I am aware that if I am unable to take effective action to control the animal, USH can exclude the animal.
	I must not allow the animal to be neglected or abused.
	I am not required to pay a fee or security deposit for the animal.
	I understand that I bear sole financial and legal responsibility for any action of the animal that causes bodily injury to individuals or other animals.
	I am financially responsible for the actions of the animal including damage that requires replacement of furniture, carpet, blinds, etc. I am expected to cover all the costs of returning the unit to the same condition it was in at move-in. This may include cleaning all carpets and furniture to remove pet odors, dander, hair, etc. This applies to all areas of the unit and landscaping and other outside improvements. If items cannot be satisfactorily repaired, I will be charged for the complete replacement.
	The reasonable accommodation may be denied or rescinded if the assistance animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.
	USH will send a confirmation email when the animal is approved to come to campus.
	If one or more roommates in the unit containing the animal have conflicting ADA concerns, then either I or the roommates may be relocated, as determined by USH with assistance from Residence Life. The determination on which party will be relocated will be determined on a case-by-case basis and will be based on the reason(s) for the request and the availability of other housing options, at USH's sole discretion.
	I am aware that the animal cannot produce or raise offspring while on campus.
	Animals that are known to carry infectious diseases (zoonosis) will not be permitted in on-campus housing.
	Once the animal is approved, USH reserves the right to notify all other residents in my unit (prior to placement if applicable) that there is an animal (and the species) in the unit.

In signing this agreement, you agree that the following Pennsylvania law governs this Agreement along with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (1990) and The Fair Housing Act, 42 U.S.C. 3601 et seq.

#### **ASSISTANCE AND SERVICE ANIMAL INTEGRITY ACT - ENACTMENT**

**Act of Oct. 24, 2018, P.L. 733, No. 118 Cl. 03**

An Act Providing for requirements for documentation of the need for an assistance animal or service animal in housing and for the offenses of misrepresentation of entitlement to assistance animal or service animal and misrepresentation of animal as assistance animal or service animal.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Short title.

This act shall be known and may be cited as the Assistance and Service Animal Integrity Act.

## Section 2. Definitions.

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Assistance animal." An animal, other than a service animal, that qualifies as a reasonable accommodation under the Fair Housing Act (Public Law 90-284, 42 U.S.C. § 3601 et seq.), section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, 29 U.S.C. § 701 et seq.) or local law. The term includes an emotional support animal when the animal qualifies as a reasonable accommodation.

"Association." The owners association established to operate a condominium, cooperative or planned community located in this Commonwealth.

"Disability." A physical or mental impairment which substantially limits one or more major life activities.

"Service animal." An animal, other than an assistance animal, that qualifies as a service animal under the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 327) or as a guide or support animal under the act of October 27, 1955 (P.L.744, No.222), known as the Pennsylvania Human Relations Act, or local law.

## Section 3. Documentation of disability and disability-related need.

(a) Right to request documentation. --A landlord or association that receives a request from a person to make an exception to the landlord's or association's policy prohibiting animals or limiting the size, weight, breed or number of animals on the landlord's property or within property controlled by the association because the person requires the use of an assistance animal or service animal may require the person to produce documentation of the disability and disability-related need for the animal only if the disability or disability-related need is not readily apparent or known to the landlord or, in the case of an association, the executive board of the association.

(b) Minimum standards. --Any documentation proving that a person is disabled and requires the use of an assistance animal or service animal as a reasonable accommodation in housing under the Fair Housing Act (Public Law 90-284, 42 U.S.C. § 3601 et seq.), the Rehabilitation Act of 1973 (Public Law 93-112, 29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 327) or the act of October 27, 1955 (P.L.744, No.222), known as the Pennsylvania Human Relations Act, or local law shall:

- (1) Be in writing.
- (2) Be reliable and based on direct knowledge of the person's disability and disability-related need for the assistance animal or service animal.
- (3) Describe the person's disability-related need for the assistance animal or service animal.

## Section 4. Immunity.

Notwithstanding any other law to the contrary, a landlord or association shall not be liable for injuries caused by a person's assistance animal or service animal permitted on the landlord's property or within property controlled by the association as a reasonable accommodation to assist the person with a disability under the Fair Housing Act (Public Law 90-284, 42 U.S.C. § 3601 et seq.), section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, 29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 327), the act of October 27, 1955 (P.L.744, No.222), known as the Pennsylvania Human Relations Act, or any other Federal, State or local law.

## Section 5. Misrepresentation of entitlement to assistance animal or service animal.

(a) Offense defined.--A person commits the offense of misrepresentation of entitlement to assistance animal or service animal if the person intentionally:

- (1) misrepresents to another that the person has a disability or disability-related need for the use of an assistance animal or service animal in housing; or
- (2) makes materially false statements for the purpose of obtaining documentation for the use of an assistance animal or service animal in housing.

(b) Grading.--A person who violates the provisions of subsection (a) commits a misdemeanor of the third degree.

## Section 6. Misrepresentation of animal as assistance animal or service animal.

(a) Offense defined.--A person commits the offense of misrepresentation of an animal as an assistance animal or service animal if the person intentionally:

- (1) creates a document misrepresenting an animal as an assistance animal or service animal for use in housing;
- (2) provides a document to another falsely stating that an animal is an assistance animal or service animal for use in housing; or
- (3) fits an animal that is not an assistance animal or service animal with a harness, collar, vest or sign that indicates the animal is an assistance animal or service animal for use in housing.

(b) **Grading.**--A person who violates the provisions of subsection (a) commits a summary offense and shall, upon conviction, be sentenced to pay a fine not to exceed \$1,000.

Section 7. Effective date. This act shall take effect in 60 days.

I have read and agreed to all of the terms of this On-Campus Animal Agreement. I understand that any violation of this agreement may result in USH rescinding the agreement. I understand that I must communicate regularly with my roommate(s), Residence Life and Housing Services, and/or USH. I understand that USH may make reasonable changes to the agreement at any time. If such changes are made, USH will distribute a written copy of the changes to me.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the later of the dates written below.

<b>RESIDENT:</b>	<b>GUARANTOR:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Date:</b>	<b>Date:</b>