

**California State University, East Bay
Student Housing and Residence Life
ESA & Assistance Animal Agreement**

California State University, East Bay (“CSUEB” or “University” or “Student Housing and Residence Life”) recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act (ADA) and the broader category of “Emotional Support Animals” (ESA) under the Fair Housing Act that provides physical and/or emotional support to licensees with disabilities. CSUEB and Student Housing and Residence Life (SHRL) is committed to allowing the student “licensee” with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. CSUEB is also committed to allowing Emotional Support Animals necessary to provide licensees with disabilities an equal opportunity to use and enjoy SHRL. CSUEB reserves the right to amend this agreement as circumstances require.

This document is created after a walk through has been completed by a SHRL staff member and the licensee that has been approved for an Assistance Animal. It outlines all items specific to the overall care and management of the Assistance animal within the housing community. The Assistance Animal Agreement is guided by the Student Housing and Residence Life Assistance Animals Policy.

Basic Information

Licensee Name: _____ Net ID: _____
Licensee Building: _____ Apt # and Bed Space Letter: _____
Animal Type/Breed: _____ Animal Name: _____
Date of Walk Through: _____ Highlight: Service Animal or Emotional Support Animal
Staff Member Representing SHRL (Print Name): _____

As SHRL has granted a licensee’s request to live with an Assistance Animal, the licensee is solely responsible for the custody and care of the Assistance Animal and must meet the following requirements:

A. Dominion and Control:

Notwithstanding the restrictions set forth herein, the Assistance Animal must be properly housed and restrained or otherwise under the dominion and control of the Licensee at all times. No Licensee shall permit the animal to go loose or run at large. If an animal is found running at large, the licensee is subject to eviction and/or the animal is subject to capture and confinement and immediate removal from SHRL.

The animal is allowed in SHRL only as long as it is necessary because of the Licensee’s disability. The Licensee must notify SHRL in writing if the ESA/Assistance Animal is no longer needed or is no longer in residence. To replace an ESA/Assistance Animal, the Licensee must secure approval of the new animal pursuant to the process outlined by SHRL.

B. Licensing/Vaccinations:

The Licensee must abide by City of Hayward, Alameda County, and California ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the licensee’s responsibility to know and understand these ordinances, laws, and regulations. The University requires documentation of compliance with such ordinances, laws, and/or regulations, which includes a vaccination certificate. The University has the right to request documentation showing that the animal has been licensed.

C. Care of Animal

The Licensee is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the ESA/Assistance Animal and/or eviction of the licensee and/or referral of the licensee to the Office of Student Conduct Rights and Responsibilities (SCRR) for potential violation of University policy.

The Licensee must fully cooperate with University personnel with regard to meeting the terms of this agreement and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area if applicable, disposing of feces, etc.).

ESA/Assistance Animals may not be left overnight in SHRL to be cared for by any licensee other than the above named Licensee. If the Licensee is to be absent from their residence hall overnight or longer, the animal must accompany the Licensee. The Licensee is responsible for ensuring that the ESA/Assistance Animal is crated or otherwise contained, as appropriate, in an enclosed and secure space when the Licensee is not present during the day while attending classes or other activities (not loose in a single room).

SHRL personnel shall *not* be required to provide care or food for any Assistance Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and will not be held responsible for the care, damage to, or loss of the animal.

D. Animal Waste

The Licensee is required to swiftly clean up after and properly dispose of the ESA/Assistance Animal's waste in a safe and sanitary manner and must use designated animal relief areas when applicable.

E. Laundry

SHRL designates "pet free" washers and dryers in the laundry rooms on campus. The Licensee may not use designated "pet free" machines for anything that has pet hair. This is intended to provide washers/dryers for residents with allergies to pet fur/hair. The Licensee also agrees to clean out any fur/hair left in machines after use.

F. Damages

The Licensee may be charged for any damage or cleaning caused by their Assistance Animal beyond reasonable wear and tear, to the same extent that it charges other licensees for damages beyond reasonable wear and tear. Areas such as apartment furniture, flooring, and carpeting will be assessed for damages, as well as if physical space is needed to be professionally cleaned to rid the apartment/suite/bedroom of an animal-related odor. The Licensee's living accommodations may also be inspected for fleas, ticks or other pests if necessary as part of the University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a university-approved pest control service at cost to the licensee. The Licensee will be charged for the expense of any pest treatment above and beyond standard pest management in the residence halls. The university shall have the right to charge the licensee's account for unmet obligations under this provision.

G. Removal of Assistance Animal

The University may require the licensee to vacate and/or to remove the animal from SHRL if:

1. The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
2. The animal's presence results in a fundamental alteration of a University program;
3. The Licensee does not comply with the Licensee's Responsibilities set forth above; or
4. The animal or its presence creates an unmanageable disturbance or interference with the university community.

The University will base such determinations upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with the Accessibility Services Office and pursuant to the unlawful detainer process of the University.

Should the ESA/Assistance Animal be removed from the premises for any reason, the Licensee is expected to fulfill their housing obligations for the remainder of the housing contract.

H. Non-Retaliation Provision

CSUEB will not retaliate against any person because that licensee has requested or received a reasonable accommodation in SHRL, including a request of an ESA/Assistance Animal.

Assistance Animal General Expectations

- The ESA/Assistance Animal is generally free to roam the apartment when licensee is home if agreed upon by suite/apartment mates. The licensee is encouraged to speak to their roommates about keeping their bedroom doors shut should they worry about the animal entering their bedrooms. When the student is not home, the animal must be crated or otherwise contained in the student's room with the door shut.
- The licensee will not allow the animal to be in any location of the building or SHRL community spaces other than their suite/apartment without prior approval from SHRL staff.

- Should the licensee decide to take the animal outside for a walk, it must be on a leash, trained and under the control of the licensee at all times. The student will use the same route each time: utilizing the staircase closest to their apartment, or taking the elevator.
- Should the animal be on the patio, it must be in the control of the licensee at all times and on a leash.
- Should there be additional vaccinations during the academic year, the licensee will submit it to Student Housing so that the information can be updated.
- The licensee agrees to purchase appropriate cleaning products should there be any animal related accidents in the apartment.
- The licensee agrees to take care of the hygienic needs of the animal such as trimming nails, hair cut(if needed), teeth cleaning providing and all other hygienic.
- The licensee agrees to use protective measures to ensure animal waste collection is sufficiently away from other roommates, not harming SHRL property, and emptied on a daily basis.
- The licensee agrees to dispose of all waste in one of the green dumpsters located in the trash enclosures after the animal has generated waste.
- The animal may roam in the living room if agreed upon with roommates. The licensee understands that should there be damage to the couch or apartment furniture, the licensee will be charged accordingly.
- The Licensee agrees to abide by all equally applicable residential policies that are unrelated to the licensee's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for licensees who reside there.

Assistance Animal Additional Expectations

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Acknowledgement and Release of Information Consent Form

By my signature below, I verify that I have read, understand, and will abide by the requirements and guidelines outlined here and I agree to provide the vaccinations and city and county licenses required by the SHRL under the Assistance Animal Policy.

I have read and understand the ESA & Assistance Animal Agreement and I agree to abide by the requirements applicable to ESAs and Assistance Animals. I understand that if I fail to meet the requirements set forth in the Agreement, CSUEB has the right to remove me and/or remove my ESA/Assistance Animal pursuant to the unlawful detainer process and I will be nonetheless required to fulfill my housing, and all other financial obligations for the remainder of the housing contract.

I furthermore give permission to the SHRL to disclose to others impacted by the presence of my Assistance Animal (e.g., SHRL staff, potential and/or actual roommate(s)/neighbors as needed that I will be living with an animal as an accommodation. I understand that this information will be shared with the intent of preparing others for the presence of the ESA/Assistance Animal and/or resolving any potential issues associated with the presence of the ESA/Assistance Animal.

Licensee Signature

Date

SHRL Staff Signature

Date

Updated: August 16, 2021