

Emotional Support Animal Housing Agreement

The student approved for an emotional support animal may be able to reside in the Apartment-style Student Housing if this accommodation is available, regardless of grade level. The student can have an authorized emotional support animal irrespective of the student housing building types for which they are eligible as long as DSS approves their case and their ESA request, effective in Spring 2024. Please note that the owner must abide by some specific rules and policies depending on the residential housing style in which the owner resides. An assistance animal is an animal that works, aids, or performs tasks for the benefit of the person with a disability or an animal that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Training or certification is not required. Vaccination records are required. Assistance animals are not permitted on the premises until the resident has finished the approval process with the Community Coordinators of Housing and Residence Engagement. Residents found to have brought their animal to campus before completion of the approval process will be subject to participation in the student conduct process and potential fines.

The student with ESA will have an ESA indicator door sign to alert Housing or emergency personnel that there is an ESA in the space in case our staff or emergency personnel have an animal allergy. It is also essential to inform the staff or emergency personnel of potential animal escape if it is not leashed or crated upon staff entry.

This door sign would not disclose the student's personal information, such as what type of animal is present or who the owner is in the prospective unit. Please acknowledge that you have read and understood the importance of the door sign and will abide by our policies below, which are next to your student signature.

1. Owner's responsibility

Owners granted the accommodation of an emotional support animal in Student Housing shall be subject to the following rules and any other Student Housing rules and regulations not explicitly related to emotional support animals. The owner must:

- a. **Keep the animal in the housing unit.** An emotional support animal must be contained within the owner's privately assigned individual living accommodations except to the extent the individual is taking the animal out for natural relief. When an emotional support animal is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash no longer than 6 feet. Emotional support animals

are not allowed in any CSUF facilities other than the Student Housing to which the resident is assigned.

- b. **Animals are not allowed in indoor common spaces.** An emotional support animal must be contained within the owner's privately assigned individual living accommodations except to the extent the individual is taking the animal out for natural relief. The animal is not allowed to be in shared indoor spaces such as active rooms, passive rooms, residence hall bathrooms, study rooms, student lounges, or any Housing meeting rooms, as animal dander may trigger other individuals with animal allergies. If the student needs to clean or groom the ESA, please do so in the student-assigned room or outside the Housing Community.
- c. **Keep the animal under control.** The Emotional support animal must be appropriately housed and restrained or otherwise under the dominion and control of the owner at all times. No owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture, confinement, and immediate removal from Student Housing. All animals must be crated or contained within the owner's personal space when the owner is not in the housing unit. The animal may not be left to roam freely for safety reasons if facilities or housing personnel are required to enter the unit.
- d. **Scheduled staff or fire marshal entries and inspections.** The university personnel reserve the right to enter student space as necessary for safety inspection and to conduct cleaning and repairs. The owner must keep the animal in the bedroom (leashed, caged, or crated) when maintenance is being conducted in the space.
 - i. If necessary, the student may need to shelter the animal in another room away from repair work.
 - ii. If necessary, the student may consider taking ESA off campus temporarily until the repair work is completed.
- e. **Abide by laws and policies.** The owner must abide by current city, county, and state ordinances, laws, and regulations pertaining to licensing, vaccination, and other animal requirements. The owner is responsible for knowing and understanding these ordinances, laws, and regulations, including a vaccination certificate. Dogs are not fully vaccinated until one year, and cats are at four months. CSUF reserves the right to request documentation showing that the animal has been licensed. Additionally, the owner 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. Housing may provide the student with an identifiable marker to place on the leash of their animal that identifies it as an approved animal in housing and may place a notification on the door of the student living unit alerting maintenance staff and emergency personnel of the animal in residence.

- f. **Ensure the animal is well cared for.** The owner must ensure the animal is cared for at all times and provide housing with an off-campus emergency contact to retrieve the animal if the student cannot care for it. Any evidence of mistreatment, abuse, neglect, or leaving the animal unattended for unreasonably long periods may result in immediate removal of the animal and discipline according to the CSUF Code of Conduct and any housing-related sanctions within the Student Housing regulations.
- g. **Emotional support animals may not be left overnight in Student Housing to be cared for by anyone other than the owner.** If the owner is to be absent from their residence hall overnight or longer, the animal must accompany the owner. Suppose the animal is left unattended for an unreasonable amount of time. In that case, Student Housing has the right to remove the animal from a student's space and place it in a shelter or animal care center at the owner's expense. The owner is responsible for ensuring that the emotional support animal is contained, as appropriate, when the owner is not present during the day while attending classes or other activities within the private sleeping space.
- h. **Student Housing personnel shall not be required to provide care or food for any animal.** This includes but is 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 may not be held responsible for the care, damage to, or loss of the animal.
- i. **Responsible for property damage.** The owner must 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 Student Housing. An individual may be billed for any damage caused by their animal beyond reasonable wear and tear to the same extent that it applies to others for damages beyond normal wear and tear. If necessary, the owner's living accommodations may also be inspected for fleas, ticks, or other pests as part of Student Housing's standard or routine inspections. The owner is responsible for any required expenses due to

the costs incurred for cleaning and fumigation above and beyond a typical cleaning or for repairs to University premises assessed after vacating the residence. The owner is responsible for maintaining the cleanliness of their residence and must immediately clean up any messes left or created by the animal (this includes removal of animal hair from sinks and tubs and hair in living spaces). The owner must immediately report any damage to the property caused by the animal.

- i. Designated animal relief areas in the Student Housing location are the artificial grass areas at the Lot J roundabout by Acacia and the artificial grass near the Juniper laundry room.
 - ii. If the animal had an accidental relief in the hallways or other shared Indoor spaces, please contact the Housing Office for assistance with proper cleaning procedures.
 - iii. Students with ESAs will be evaluated for housing damages at the end of their occupancy period/term.
 - iv. Animal damages include but are not limited to the following, which may be billed as necessary.
 1. Wall (significantly stained, scratched, or punctured)
 2. Furniture (chewed, ripped, or broken)
 3. Windows (ripped or broken window screen)
 4. Floorings (urine or fecal stain and odor)
 5. Plumbing (excessive clogging of animal hair)
 - v. Our Facility Director will assess significant damage to flooring or wall paint caused by urine. The Facility Director will evaluate the extent of the damage and determine the associated repair costs.
- j. **The owner should discuss potential hazards around their living space that may cause harm to the animal with roommates.** Chemicals, toxic plants, human food that may be toxic to certain animals, electrical wire, open windows or balcony (Apartment balcony is open. Suites have no screens on the windows)
- i. Apartment residents- the owner is solely responsible for closing the sliding doors or fencing the edges of the balcony to keep the animals contained
 - ii. Suites residents- the owner is solely responsible for keeping windows closed since there are no window screens to prevent animals from escaping, potentially resulting in injuries or death.
 - iii. Residential Engagement staff will talk with students about these procedures and safety precautions to ensure animal safety.

- k. **Notify Disability Support Services if an emotional support animal is no longer needed.** The animal is allowed in Student Housing only as long as necessary because of the owner's disability. The owner must notify DSS in writing if the emotional support animal is no longer needed. This permission applies to a specific animal and is not transferable to other animals.

2. Removal of the Emotional Support Animal

Student Housing may require the owner to remove the emotional support animal from Student Housing if:

- The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others, including CSUF property;
- The animal's presence results in a fundamental alteration of the Student Housing program;
- The owner does not comply with the Owner's Responsibilities set forth above; or
- The animal or its presence creates an unmanageable disturbance or interference with the Student Housing community.

Housing will base such individualized determinations upon considering the behavior of the particular animal and resident on a case-by-case basis and in consultation with DSS, the resident, and other parties as appropriate. Student Housing will not base this determination on speculation or fear about the harm or damages an animal may cause. Any removal of the animal may be appealed according to the grievance procedure. The owner will be afforded all due process rights and appeals as outlined in that process. Should the Emotional support animal be removed from the premises, the owner is expected to fulfill their housing obligations for the remainder of the housing contract.

Acknowledgement and Release of Information Consent Form

This policy acts as an addendum to the Student Housing License Agreement. By my signature below, I verify that I have read, understand, and will abide by the requirements outlined here and agree to provide the additional information required to complete my request for reasonable accommodation under the CSUF policy for Animals in Student Housing. I have read and understand the Animals in Student Housing policy and agree to abide by the requirements applicable to emotional support animals. I know that if I do not meet the criteria outlined in the policy, CSUF has the right to request the removal of the animal. I will nonetheless be required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract. I furthermore permit the Disability Services Center and Student Housing to disclose to others impacted by the presence of my emotional support animal (e.g., potential and actual roommate(s)/neighbor(s)) that I will be living with an animal as an accommodation. I

understand that this information will be shared to prepare for the emotional support animal's presence and resolve any potential issues associated with the animal. I will hold CSUF harmless from any liability for disclosing such information. I further recognize that the presence of the emotional support animal may be noticed by others visiting or residing in Student Housing. I understand that this agreement is for the current housing contract period and will expire at the end of the agreed term.

- ☐ 1. I have reviewed and agree to the Emotional Support Animal Housing Agreement, and I affirm that the information provided is accurate.
- ☐ 2. I understand that submitting the ESA Application, including the Policy Agreement, Request Form, Vaccination Records, and Photo of the Animal, does not guarantee approval. Approval will only be confirmed upon receipt of written clearance.
- ☐ 3. I acknowledge that my emotional support animal is not permitted on campus until I receive official approval from the Housing and Residential Engagement, including a move-in date for my animal. Bringing the ESA to campus before receiving this approval will be considered a violation of Housing Policies, and I will be required to remove the animal.
- ☐ 4. I agree to sign this document for each new academic year I attend CalState Fullerton with my emotional support animal.
- ☐ 5. I agree that this ESA Policy Agreement specifically applies to the emotional support animal listed on this ESA Housing Agreement form.
- ☐ 6. (Optional) I agree to place an ESA door decal* to inform housing and emergency personnel of the animal in the unit.

***ESA Door Decal:**

This is an option that students can check off on the ESA Housing Agreement. We strongly encourage students to select yes, but it is optional.

Housing will provide the student with an identifiable marker for the unit, indicating that it is an approved Emotional Support Animal (ESA) in the space, to alert maintenance staff and emergency personnel about the animal's presence.

If the student chooses not to display the ESA door decal, they must always include a note in any maintenance request they submit to inform Housing staff that an ESA is present in the unit. This will ensure that maintenance personnel with animal allergies are appropriately notified. Failure to do so violates the owner's responsibility according to the ESA Housing Agreements.



ESA Applicant Information

Student Name: _____ **CWID:** _____

ESA Name: _____ **Specie:** _____

Housing Term : Academic Year _____ or Summer _____

Student Signature: _____

Signed Date: _____

Roommate Acknowledgement and Agreement

This policy serves as an addendum to the Student Housing Roommate Agreement. By signing below, I confirm that I have read, understand, and agree to live with a roommate with an approved emotional support animal (ESA).

Please note that our campus is ADA-compliant. You may be relocated if you are uncomfortable living with an ESA and do not have a medical condition that necessitates accommodation, such as an animal allergy. The DSS ESA policy takes precedence. Individuals with documented medical conditions, such as respiratory issues, severe allergies, or phobias, should contact the Housing Office. If a roommate has a disability under federal law that precludes them from living with an ESA, University Housing may reassign either resident based on available space.

I acknowledge that I have read and understand the Animals in Student Housing policy and agree to comply with all requirements related to emotional support animals. This includes ensuring that potential hazards are kept away from the animal and that windows and doors are secured for the animal's safety. I understand that no one other than the owner must provide care or food for the animal, including during emergency evacuations such as fire alarms. Emergency personnel will decide whether to remove the animal and will not be held responsible for the animal's care, damage, or loss. I agree that emotional support animals may only be left overnight in Student Housing if cared for by the owner. I will report any signs of neglect or abuse of the animal, as well as significant property damage, to the Resident Advisor and Housing and Residential Engagement.

It is my responsibility to keep my personal property away from the animal and to manage any potential damage. I will be held solely responsible for any damage caused by the animal. This agreement is valid for the current housing contract period and will expire at the end of the agreed term.

Print Name: _____

Housing Term: Academic Year _____ or Summer _____

CWID: _____

Signature: _____ **Date:** _____