



## EMOTIONAL SUPPORT ANIMAL AGREEMENT

I understand that my request for an Emotional Support Animal (ESA) has been approved. However, I understand and agree that this approval is subject to the following terms and conditions:

1. The ESA must be approved by Disability Support Services (DSS) in writing prior to moving into campus housing and I need to renew my written approval each academic year by meeting with a DSS Counselor.
2. I am only permitted to have one ESA.
3. I must provide proof to DSS that my ESA has all required vaccinations, including, but not limited to distemper and rabies, as well as current licensure (if the ESA is a dog), for initial authorization of my ESA. To remain eligible for this accommodation, I must show proof each academic year that my ESA's vaccinations and licensure are current. This will occur during an accommodation meeting with a DSS Counselor.
4. My ESA must be spayed or neutered prior to moving into campus housing. If I fail to do so and the ESA becomes pregnant, the student will relocate the ESA to alternative off campus housing prior to the birth and during the weening process.
5. My ESA complies with all city, county, state, and federal animal regulations.
6. I will clean up after and properly dispose of the ESA's waste in a safe and sanitary manner. My ESA will use designated relief areas.
7. I will be financially responsible for any bodily injury or property damage caused by my ESA. I can be charged for any damage caused by my ESA beyond reasonable wear and tear. I am responsible for paying for any required treatment to remove ticks, fleas, or other pests resulting from my ESA.
8. My ESA may not be left overnight in University Housing to be cared for by anyone other than myself. It is my responsibility to ensure my ESA is safely contained when I am not present during the day to attend classes or other related activities.
9. CSUSM Housing is not responsible for caring for, providing food, or providing any other support to my ESA. In addition, if I am not able to evacuate my ESA in an emergency then it will be up to the first responders on site to determine whether to remove the ESA and how this will be done.
10. My ESA will be kept in the student housing community at all times. The ESA is not allowed in classrooms, cafeteria, or other campus areas.
11. I will control my ESA by keeping it leashed when outside or supervised by me while within shared dwelling spaces.
12. I will take adequate precautions to prevent my ESA from disturbing or threatening neighbors (e.g. barking, howling, loud meowing, scratching, biting, etc.).

13. In the event that one or more roommates is not able to live with my ESA (e.g., allergies or phobias), the University will consider the needs of both students in meeting its obligations to reasonably accommodate all disabilities, and to resolve the problem as efficiently and expeditiously as possible. Alternative housing for myself or one of my roommates may need to be arranged. In the event that an agreement cannot be reached, DSS's decision is final and is not subject to appeal.

14. My ESA may be removed from University Housing if:

- *it poses a direct threat to the health or safety of others or causes significant property damage;*
- *its presence results in an undue burden or fundamental alteration of a University program;*
- *it creates an unmanageable disturbance or interference with the University community;*
- *I do not comply with the terms and conditions set forth in this Agreement.*

15. I understand that I must provide the name and contact information of a non-resident of Campus Housing who can be contacted to remove the ESA from Campus Housing in case of an emergency. My emergency contact is also willing to remove the ESA from Campus Housing if the campus deems removal necessary pursuant to paragraph 14.

NAME OF EMERGENCY CONTACT: \_\_\_\_\_

PHONE NUMBER OF EMERGENCY CONTACT: \_\_\_\_\_

**ACKNOWLEDGEMENT AND RELEASE OF INFORMATION CONSENT**

I have read the above terms and conditions and agree to abide by them. I agree and understand that my failure to abide by the terms and conditions outlined above may be grounds for the removal of my ESA and could also result in disciplinary action.

I give permission to DSS to explain to others in Campus Housing that my ESA has been approved as a reasonable accommodation. This information will be shared with the intent of preparing for the presence of the ESA and/or resolving any potential issues associated with the presence of my ESA.

I understand that I have the right to consult with the ADA Appeal's Officer if I believe my disability rights have been infringed upon. I understand that the Dean of Students is the acting ADA Appeal's Officer, and can be reached by calling (760) 750-4935 and is located in the University Student Union Suite 3500.

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PRINTED NAME OF STUDENT

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DATE

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SIGNATURE OF STUDENT

\_\_\_\_\_  
DATE

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PRINTED NAME OF DSS COUNSELOR

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DATE

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SIGNATURE OF DSS COUNSELOR

\_\_\_\_\_  
DATE