

Animal in Residence: This agreement serves as an addendum to the University of Dayton Student Housing Contract (“Housing Contract”) and is available to students for whom the Office of Learning Resources (‘OLR’) has provided acknowledgement and support regarding a disability related accommodation request for a service or support animal to be in residence in University of Dayton owned student housing.

Whereas the University maintains and reserves the right to decline permission for pets and other animals to reside in University housing, we recognize unique and/or unusual circumstances may present themselves whereby a student may have need to reside with an animal for purposes of assistance with a bona fide disability or medical condition. Under these circumstances when a student has demonstrated a need pursuant to support of academic progress towards graduation; the Department of Housing and Residence Life (‘Housing’) may grant consent for an animal in residence.

As part of the request and as condition of approval regarding the presence of an animal in residence, student agrees to the following (as indicated by initialing each individually).

1. Student stipulates to legal ownership of the animal and acknowledges having sole responsibility and liability associated with ownership of specified animal. (Students serving as host for a 4-Paws for Ability animal approved for residence in accordance with the University’s hosting agreement are recognized as accountable for **the** animal’s actions and behaviors while recognizing that 4-Paws for Ability remains the owner and party of responsibility for liability arising from **the** animal’s behaviors.)
2. Student recognizes and acknowledges this agreement pertains to access to University housing. Student understands that if the specified animal is designated as an emotional support animal (‘ESA’), permission for said animal is limited to Student’s specific location of residence (housing assignment) and common areas designated for the usage of the student as part of the assigned residential dwelling. An ESA is not permitted in other residential housing, dining facilities, academic buildings, or other University facilities not designated as the location of residence for Student.
3. Student acknowledges and understands that care and responsibilities related to the animal in residence is solely theirs. Student may not burden or otherwise require/encourage roommate{s}/others to participate in the care, supervision, or maintenance of the animal.
4. Student stipulates animal is ‘housebroken’. Student accepts sole responsibility for the proper disposal of all animal waste. Outdoor animal waste must be immediately retrieved by Student, placed in an appropriate disposal bag, securely tied, and disposed of in an appropriate outdoor trash receptacle. Animals which urinate/defecate indoors (cats, caged animals, or similar) must be properly trained to utilize a litter box, appropriate container, or similar. Litter boxes/containers/cages must be cleaned regularly and waste placed in a sturdy securely tied bag; waste must be disposed of in an appropriate outdoor waste receptacle (dumpster). Common area indoor waste receptacles are not to be utilized for the disposal of animal waste at any time.
5. Student agrees that if an ‘accident’ occurs (urination or defecation occurs in an inappropriate location), Student will immediately notify appropriate building personnel. Student agrees to accept responsibility for any charges that may be incurred as a result of the animal’s accident. Inappropriate locations include but are not limited to: building common areas, stairwells, elevators, walkways/hallways, carpeted areas (including in Student’s assigned residence). Failure to report ‘accidents’ or repeated occurrences may result in exclusion of animal from University housing.
6. Student agrees animal will be kept in Student’s assigned living space and/or presence at all times. Student agrees animal will not be permitted to roam in public areas (**e.g., xxx,xxx,xxx**).
7. Student agrees to maintain appropriate control of animal at all times (voice command, leash, or otherwise). For ESAs student agrees that animal will be leashed or in an appropriate carrier whenever entering/exiting or traveling from Student’s location of residence (housing assignment).
8. Student agrees animal is of appropriate temperament for living in the Student’s assigned residence. Student agrees not to permit animal to unreasonably disrupt the peaceful enjoyment of other residents of the assigned location or surrounding areas. Unreasonable behaviors include but are not limited to: excessive or loud barking, excessive or loud meowing, excessive or loud ‘squawking’/‘chirping’, scratching at doors, **running in the house**, jumping on/at individuals, etc...
9. Student agrees that aggressive actions of any kind may result in the immediate exclusion of animal from eligibility for residence. Aggressive actions include but are not limited to: growling, biting, scratching, or similar actions. Student further agrees issuance of commands/feedback, even if in jest, that would encourage or reward aggressive behaviors is not permitted.

10. Student agrees to observe all local and state ordinances/laws as they pertain to care and licensing of the animal.
11. Student agrees for health and safety reasons, to ensure animal receives routine veterinary care consistent with their breed (at owner's expense). This includes but is not limited to: flea & tick prevention, de-worming, rabies vaccinations, other routine vaccinations, and annual check-up examinations. The University may request documentation and verification at any time during the animal's stay in residence. If documentation is not provided, the animal may be excluded from University housing until documentation is made available.
12. Student agrees to make appropriate arrangements for animal outside of University housing for periods when Student will be away for an extended period of time; including but not limited to: break periods and overnight trips. In cases of an emergency where student is incapacitated, student may designate an individual who will have permission to access the housing assignment to collect the animal and any necessary related items (food, leash, carrier, feed/water bowls, etc...). Student may designate individual by including a signed statement with this document which lists the individual's name and contact information. (Individual may not reside in University Housing.) If no individual is submitted or if individual is unavailable/declines to retrieve animal in a timely manner, the animal will be turned over to animal control or similar local agency with any expenses related to service being incurred to Student.
13. Student acknowledges and understands that no special actions will be taken for the care of the animal in case of an emergency situation, such as a fire alarm or other building evacuation. Student will not be permitted access to the housing assignment until/unless clearance is provided by responding emergency personnel.
14. Student understands that at no time should animal become an undue concern, burden, or disruption to roommate(s) or **any members** the community. Should any such concerns be deemed serious enough to warrant, the University reserves the right to facilitate appropriate actions including but not limited to: reassignment of Student to alternative housing location, exclusion of animal from University housing, and/or administrative/community standard actions deemed necessary. Examples of issues include but is not limited to: animal aggression, damage to property, excessive noise, unreasonable odors, failure of Student to provide proper/appropriate care to animal, actions/behaviors taken to dissuade of 'drive-off' actual/potential roommates in a shared space, and/or expectations either perceived/implicit/explicit that others provide care for animal in lieu of Student.
15. Student agrees and acknowledges that University of Dayton personnel may inspect the location of residence, **at their discretion**, on a periodic basis. If animal welfare, hygiene, or damages are observed, University personnel will notify Student of issues and may take additional appropriate steps to ensure community health and safety are maintained. In cases where violations of this or other agreements are noted, information will be referred to appropriate parties.
16. Student agrees and acknowledges the University may notify roommates and/or discuss with roommates/other relevant parties the presence of an approved animal when student is assigned to a shared space. The University will not stipulate or disclose details of a student's accommodation nor answer questions regarding the specific purpose/diagnosis which lead to approval. Questions of this nature will be referred to the student who may determine what if anything they wish to share.
17. Student agrees and acknowledges disclosure of animals in residence will be made to appropriate staff and service individuals who may provide service or in cases where the presence may impact duties or service delivery. Student agrees to be present and ensure animal is contained in a room staff/contractors will not need to enter to provide services. Student should remain with animal until work is completed. Student may make arrangements for scheduling service by contacting facilities staff. In cases where required service is time sensitive/urgent staff will perform necessary services and may contact student to require Student return to care for animal if needed. In the event a location is deemed unavailable for occupancy for the duration of repairs, Student agrees and acknowledges that no alternative arrangements will be made/provided for animal and temporary care arrangements are the duty of Student.
18. Student agrees and acknowledges the University of Dayton and its employees/agents are not responsible for the care, supervision, or actions of the animal. Student agrees they will take all reasonable precautions to prevent harm to others or property by the animal. Student understands that s/he is financially responsible for the animal including but not limited to: bodily injury and property damage. In the case of damage or harm to an assigned location of residence beyond normal wear, Student will be responsible for covering all costs of returning the unit to the same condition of move-in as recorded via the Room Inventory at check-in.
19. Student agrees to notify the Office of Learning Resources and the Department of Housing and Residence Life if the animal will no longer be in residence. In the event a student wishes to change animals, Student agrees to contact the

Office of Learning Resources. (Approval is not automatic and may require additional review, please contact OLR for additional information if needed).

Failure to meet the standards set forth in this Agreement may result in the removal of the animal from University residence or other appropriate measures at the sole discretion of the University housing staff.

Type of Animal: _____	Breed of Animal: _____
Name of Animal: _____	Date of Last Veterinarian Exam: _____
Academic Term Requested: Fall Spring	Year: _____
On-Campus Residence:	_____
