

# Accessibility Services for Students (CASS) Caltech Housing Office of Residential Experience

## **Emotional Support Animal Agreement**

I have requested that Caltech make an exception to its no pet policy applicable to Caltech housing, and permit me to have my Emotional Support Animal (the "ESA") reside with me in my Caltech student residence. I understand and agree that Caltech's approval of the ESA is subject to the following terms and conditions.

## Conditions for ESA Approval:

Consistent with Federal and State law, Caltech permits residents with disabilities, who are residing in Caltech student housing, to have an ESA reside with them in their residence, if the presence of the animal is necessary for the individual's full benefit, enjoyment, and use of the housing facilities. Caltech requires that a resident requesting an ESA provide reliable documentation establishing that the resident has a disability, that the ESA relieves one or more symptoms of the disability, and that the presence of the animal is necessary for the individual's full benefit, enjoyment, and use of the housing facilities. Updated documentation establishing the ongoing necessity for the ESA may be requested by CASS as needed.

Emotional support animals are ordinarily only allowed within Caltech student housing in pre-designated locations. If an ESA is approved for a resident living outside one of these areas, efforts will be made to find an alternative housing arrangement for the individual and the ESA. The ESA may not move into Caltech housing until an appropriate space has been identified.

Caltech does not allow ESAs in any other campus buildings or rooms anywhere on campus, other than an approved individual's housing.

### Requirements of ESAs and their owners:

As the owner ("Owner") of the ESA, I understand and agree to the following requirements:

- The presence of the animal cannot constitute a direct threat to the health or safety of others. Any dangerous, disruptive and/or aggressive behavior on the part of the ESA may result in Owner being asked to remove the ESA from Caltech student housing immediately.
- Owner is responsible for the health, safety, and behavior of the animal. This includes:
  - O Compliance with any laws pertaining to animal licensing, owner identification, and any other applicable city, county, state, and federal animal regulations.
  - O Providing proof that the ESA has all required vaccinations, including, but not limited to distemper and rabies, as well as current applicable licensure. For dogs, providing proof of a spay/neuter certificate consistent with City of Pasadena Ordinance. Cats not spayed or neutered will be required to wear a diaper while in heat. Caltech Housing will require documentation of compliance with this requirement prior to initial authorization of the ESA, and thereafter prior to the beginning of each new contract period or lease. Caltech Housing will set the deadline to submit required documentation, otherwise ESA will not be permitted to reside in Caltech student housing.
  - Updating this Agreement within 30 days when/if the rooming assignment is changed.
  - o Providing a clean and safe environment for the ESA, and cleaning up after the ESA, including the sanitary disposal of animal waste. Animals must be housebroken and use designated relief area, if applicable.
  - O Taking appropriate measures to prevent the ESA from disturbing or threatening other residents (e.g. barking, howling, loud meowing, scratching, biting, etc.).
  - Taking financial responsibility for any bodily injury or property damage caused by the ESA, including for any damage caused by the ESA beyond reasonable wear and tear as determined by Caltech Housing, and the cost of any required treatment to remove ticks, fleas, or other pests resulting from the ESA.

- Ensuring that The ESA is not left overnight in Caltech Housing to be cared for by anyone other than the Owner. ESA must be removed from Caltech premises while the owner is away overnight. It is Owner's responsibility to ensure the ESA is safely contained in their residence when they are not present during the day (e.g. crating).
- Ensuring that the ESA is harnessed, leashed or tethered at all times when outside or in common areas unless these devices interfere with the animal's work or Owner's disability prevents using these devices, in which case Owner must maintain control of the animal through voice, signal, or other effective controls.
- o Ensuring that Owner takes sole and exclusive responsibility for the proper care of the ESA, as stated above, is the sole responsibility of the Owner. Owner may not impose expectations on roommates or housemates to manage any of these responsibilities for the ESA.
- o In the event that one or more roommates is not able to live with my ESA (e.g., allergies or phobias), Caltech will consider the needs of both Owner and the roommate(s) in meeting its obligations to reasonably accommodate all disabilities and to resolve the problem as efficiently and expeditiously as possible. Alternative housing for Owner or Owner's roommate(s) may need to be arranged.

Caltech reserves the right to request the ESA be removed from the premises within 48 hours should the animal cause a disruption in the residence. Any violation of these requirements may result in revocation of approval for the ESA, even for a first offense, depending upon the severity of the violation. Generally, Caltech will endeavor to provide a warning to the Owner prior to revocation; provided, however Caltech reserves the right to revoke approval at any time if it deems that Owner is not in compliance with the terms and conditions of this agreement and such revocation is necessary, in Caltech's sole discretion.

In addition, Caltech will not permit the ESA to remain on campus if they pose a direct threat to the health and safety of others; causes significant property damage; creates unmanageable disturbance within, or disruption of, the Caltech community; poses an undue financial and administrative burden; or fundamentally alters the nature of the Institute's operations.

#### Signatures:

Your request for an ESA has been approved	I in the following Caltech Housing Ic	ocation:
	and is subject	t to the terms and conditions of this agreement.
, () have read, u	inderstand, and agree to abide by C	'altech's
•		nent. I agree and understand that my failure to e removal of my ESA and could also result in
	le accommodation. I authorize this	o explain to my roommates or housemates that is information to be shared for the purpose of sociated with the presence of the ESA.
Owner's Name	Owner's Signature	Date
Caltech Housing	 Date	
Office of Residential Experience	 Date	