



## Department of Residence Life Student-Residents with Disabilities Using Service and Comfort/Support Animals General Policy Statement

The Department of Residence Life is committed to ensuring that student-residents with disabilities who use service or comfort/support animals have the opportunity to receive the benefit of the work or tasks these animals perform or the therapeutic support they provide in accordance with the requirements of State and Federal laws and University policy.

The Administrative Policy Statement, “Campus Access for Students or Visitors with Disabilities Using Service and Comfort/Support Animals,” is posted at <http://www.shsu.edu/dotAsset/bbfd2281-eab3-4aa4-8296-854a71cca531.pdf>. Student-residents with disabilities who are requesting the possession and use of service or comfort/support animals in University housing are advised to review the aforementioned policy for information on the definitions of service and comfort/support animals, the rights and responsibilities of animal owner/handlers on campus, the conditions under which service and comfort/support animals may be removed from University facilities, the management of conflicting disabilities, and the grievance procedures regarding service and comfort/support animals. General inquiries regarding student and visitor use of service or comfort/support animals on campus may be addressed to the Director of the SHSU Services for Students with Disabilities (SSD), Lee Drain Annex, SHSU Box 2091, Huntsville, Texas 77341, telephone 936-294-3512, TDD 936-294-3786, and e-mail [disability@shsu.edu](mailto:disability@shsu.edu). Inquiries regarding the possession and use of service or comfort/support animals in University housing may be addressed to the SSD Director and the Assistant Director for Housing Services, Residence Life Office, Box 2416, Huntsville, Texas 77341, telephone 936-294-1812 and email [reslife@shsu.edu](mailto:reslife@shsu.edu).

### **Definitions**

The terms, “service animal,” “comfort/support animal,” and “owner/handler,” as used in this policy, have the same definitions as given in Section 2, Definitions, of the Administrative Policy Statement, “Campus Access for Students or Visitors with Disabilities Using Service and Comfort/Support Animals.”

### **Service Animal Procedure and Owner/Handler’s Responsibilities in University Housing**

Students with disabilities planning to reside with service animals in University housing are asked to notify the Department of Residence Life of their animals in advance of their arrival on campus and to review this General Policy Statement and the Administrative Policy Statement, “Campus Access for Students or Visitors with Disabilities Using Service and Comfort/Support Animals.” Service animal owner/handlers are not required to register with the Services for Students with Disabilities (SSD) nor to execute a Residence Life Animal Owner’s Agreement Form, but may do so on a voluntary basis. If it is unclear to Residence Life staff that an animal is a service animal, the owner/handler may be referred to SSD for the permissible inquiries to determine whether the animal is a service animal (per the Administrative Policy Statement, “Campus



Access for Students or Visitors with Disabilities Using Service and Comfort/Support Animals”). The responsibilities of service animal owner/handlers in the residence halls are consistent with the responsibilities detailed in Section 3.03, Responsibilities of Service Animal Owner/Handlers, of the Administrative Policy Statement, “Campus Access for Students or Visitors with Disabilities Using Service and Comfort/Support Animals.”

### **Comfort/Support Animal Procedure and Owner/Handler’s Responsibilities in University Housing**

Student-residents with disabilities who are requesting the possession and use of comfort/support animals in University housing must complete the following procedure:

1. The owner/handler must register with the Services for Students with Disabilities (SSD) by scheduling and participating in an intake appointment with the SSD Director or his/her designee and completing the SSD intake forms. SSD may require documentation of the owner/handler’s disability and disability-related need for a comfort/support animal in University housing, consistent with the SSD General Documentation Guidelines, posted at <http://www.shsu.edu/dept/disability/general-documentation.html>. SSD approval is required for student-residents with disabilities to possess and use comfort/support animals in the residence halls.
2. Once approved by SSD for a comfort/support animal in a residence hall, the owner/handler must complete the Department of Residence Life Comfort/Support Animal Owner’s Agreement Form and Animal Owner’s Registration and Record Form, posted at <http://www.shsu.edu/reslife>, Student Resources, and submit these forms to the Assistant Director for Housing Services at least fifteen (15) business days prior to the date on which the owner/handler would like to move the animal into his/her assigned residential space. In addition, the owner/handler is requested to submit current vaccination records, if applicable, and a photograph of the comfort/support animal with the agreement and registration forms. A photograph of the animal, the provision of which is optional, would be used to identify or locate an animal in the event of an emergency or other circumstance in which the animal is missing or separated from its owner/handler.
3. An approved owner/handler wishing to renew his/her housing contract and to maintain the possession and use of a comfort/support animal in University housing must complete a new Comfort/Support Animal Owner’s Agreement Form and submit it to the Assistant Director for Housing Services during the contract renewal period. The owner/handler is requested to submit updated vaccination records, if applicable, with the agreement form.

The responsibilities of comfort/support animal owner/handlers are detailed in the Comfort/Support Animal Owner’s Agreement Form, posted at <http://www.shsu.edu/reslife>, Student Resources. The owner/handler must abide by the terms and conditions of the agreement form. Violations of the agreement may result in the imposition of financial charges and/or the removal of the comfort/support animal from University housing, as detailed in the agreement form.

### **Exclusion or Removal of Service and Comfort/Support Animals from University Housing**

A service or comfort/support animal may be excluded or removed from University housing if it constitutes a substantial or fundamental alteration to the nature of housing services or meets one of the other exclusionary criteria detailed in Section 5, Removal of Service and Comfort/Support



Animals, of the Administrative Policy Statement, “Campus Access for Students or Visitors with Disabilities Using Service and Comfort/Support Animals” and, with respect to comfort/support animals, the Comfort/Support Animal Owner’s Agreement Form.

When a service or comfort/support animal is excluded or removed from University housing pursuant to this policy, the Department of Residence Life shall provide the student-resident with a disability the opportunity to participate in housing services without having the animal on the premises.

### **Conflicting Disabilities**

Student-residents in University housing may have allergic or phobic reactions to service or comfort/support animals. Such reactions may qualify as disabilities. In cases of conflicting disabilities, the Department of Residence Life will consider the needs of both the resident with a service or comfort/support animal and the resident with an allergic or phobic reaction to the animal in meeting the obligation to reasonably accommodate both parties in an effective and expeditious manner. Student-residents requesting accommodations for allergic or phobic reactions to service or comfort/support animals in University housing should notify the Assistant Director for Housing Services of their concerns and, as necessary, contact the Services for Students with Disabilities (SSD).

### **Grievance Procedure**

A student-resident grieving the exclusion or removal of a service or comfort/support animal from University housing pursuant to this policy is referred to Section 6, Grievance Procedures, of the Academic Policy Statement 811006, Disabled Student Policy, posted at <http://www.shsu.edu/dotAsset/7ff819c3-39f3-491d-b688-db5a330ced92.pdf>, and to the Services for Students with Disabilities (SSD) for guidance and/or assistance in filing a grievance. In such a grievance, the Grieving Authority is the Executive Director of Residence Life, and the Appellant Authority is the Vice President for Student Services.



## Animal Owner's Agreement Form Terms and Conditions

As an approved comfort/support animal owner, I agree to abide by the following responsibilities and policies which will allow me to possess an animal and maintain it in my assigned University housing space:

1. \_\_\_\_\_ I understand that any and all damages and subsequent needed repairs or replacements due to the animal, aside from normal wear-and tear, will be my responsibility. I agree to report damages as they occur and to pay for those damages as they are accumulated.
2. \_\_\_\_\_ I understand I may only have the approved animal and that no other types of animals are permitted.
3. \_\_\_\_\_ I understand that I must properly maintain the hygiene, health and vaccination of my animal:
  - a. I understand my animal must have all required vaccinations up to date and on file with a licensed veterinarian and with the Department of Residence Life.
  - b. I understand that to minimize the possibility of pest and allergy problems, if recommended by the licensed veterinarian, I am required to utilize a veterinarian-recommended pest control program.
  - c. I understand that it is my responsibility to ensure that all paperwork is up-to-date and on file, according to expiration dates on vaccinations and on the registration form I am submitting.
4. \_\_\_\_\_ I understand, if applicable, my animal must wear a collar with a current rabies tag at all times.
5. \_\_\_\_\_ I understand that the animal will be maintained under standard restraints such as a collar or leash or carrying case when in transit to outdoors, through public areas, and will be confined only to my specifically assigned indoor location when not in transit. I agree that the animal must be taken out of the building by way of the shortest direct path. Exceptions to this rule must be approved by the Director of Services for Students with Disabilities.



6. \_\_\_\_\_ I understand the expectations concerning the care and feeding of the animal, including, but not limited to:
  - a. I understand that I must feed and provide water for the animal inside my apartment/room; I understand that food and water for the animal is not to be left outside my residence hall apartment/room at any time.
  - b. I understand that the animal must be housebroken. I understand that, inside my assigned residence, “as appropriate”, I must provide the necessary litter box or a newspaper-covered cage which should be cleaned regularly in order to minimize odor problems. In addition, I understand the animal’s feces must be disposed of properly and will be my responsibility. I understand I must dispose of waste directly to an outdoor garbage dumpster and never into the building’s garbage cans nor into the small trash cans available on University property.
  - c. I understand that when I take the animal outside, it is my responsibility to shovel feces from University grounds, dispose of it in a plastic bag, and then place that bag in an outside garbage dumpster. I agree to carry appropriate disposal tools (i.e., plastic bags) with me at all times when taking the animal outside onto University property.
  - d. I understand that at all times the animal must be maintained in a manner that does not disturb other residents due to noise, odor, etc. I understand I must be responsive to complaints from residents, and further that, in the event a formal grievance is filed with the Department of Residence Life, a review will be held and the decision to allow the animal may be revoked or altered.
  
7. \_\_\_\_\_ I understand I am responsible for keeping the animal contained, removed or under control when expecting maintenance personnel to enter my residence hall apartment/room for improvements or repairs. When placing work orders, I will note that a comfort/support animal is in my room so maintenance can make arrangements to complete the work order.
  
8. \_\_\_\_\_ I understand the animal will never be left alone outside my residence hall apartment/room and will not be tied to any fixed object anywhere outside my residence apartment/room.
  
9. \_\_\_\_\_ I understand that, in the event the animal causes harm to an individual, the Department of Residence Life may require the animal to be removed from campus immediately, pending a review to determine a formal solution. I understand that should this occur I will make immediate alternative arrangements for my animal.
  
10. \_\_\_\_\_ I understand that if I am asked to make alternative living arrangement for the animal for any reason and the designated alternate animal owner resides out of state, I will employ the services of a kennel, until such time as the transfer of responsibility can occur.



11. \_\_\_\_\_ I agree that Sam Houston State University shall not, under any circumstances be held liable for any personal injury or damages caused by the animal. I hereby agree to indemnify and hold Sam Houston State University harmless from all payments, expenses, costs, attorney’s fees, and all claims and liabilities for losses or damages to property or injuries to persons caused wholly or in part by, or resulting from the animal which will be living with me in my assigned residence at Sam Houston State University.

12. \_\_\_\_\_ I understand that enforcement of this agreement will be handled by my hall staff and Residence Life, as generally outlined in the attached animal policy enforcement guidelines. I understand all complaints and concerns in regard to noise, odor, pets, threat, or danger will be addressed to and logged by my Residence Hall Director, who will respond to these complaints and concerns. I understand my hall staff or any disciplinary agent representing the Department of Residence Life has the authority to issue sanctions or terminate the Comfort/Support Assistance Animal Agreement.

While the University will not require you to obtain insurance for your animal, it is strongly encouraged for your protection.

**I have read and agree to the above Comfort/Support Animal Owner’s Agreement Form. I further agree to complete and return the Comfort/Support Animal Owner’s Registration and Record Form Guidelines prior to bringing the animal onto University property.**

Student’s Name: \_\_\_\_\_ Sam ID \_\_\_\_\_  
(Print)

Student’s Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Asst. Dir. Housing Services: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Type of Animal \_\_\_\_\_ Name of Animal: \_\_\_\_\_

Assigned Hall/Apartment \_\_\_\_\_ Apt/Room Number \_\_\_\_\_



### Animal Owner's Registration and Record Form

Academic Year \_\_\_\_\_

Picture of Animal Submitted 

Animal Owner's Name: \_\_\_\_\_ Sam ID: \_\_\_\_\_  
(Print)

Type of Animal: \_\_\_\_\_ Breed: \_\_\_\_\_

Name of Animal: \_\_\_\_\_ Hall/Apartment Assignment: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

**“Optional”** Copy of Renter's Insurance with Pet/Animal Liability Rider Attached: Y N

Pet Vaccination Certificate/Shot Record Attached: \_\_\_\_\_  
(Inclusive Dates of Record)

Animal Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Asst. Dir. Housing Services Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Documentation Log

IR# \_\_\_\_\_ Summary: \_\_\_\_\_

IR# \_\_\_\_\_ Summary: \_\_\_\_\_

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