

Emotional Support Animal (ESA) Housing Agreement

Westminster College

Signing this agreement is one step in the approval process and does not, by itself, grant permission to have an ESA in campus housing. Final approval must be issued by the Office of Residence Life & Conduct after all required documentation has been received, reviewed, and approved.

DEFINITION

An Emotional Support Animal (ESA) is a companion animal that provides therapeutic benefit to an individual with a documented disability. ESAs are considered a housing accommodation under the Fair Housing Act. ESAs are not the same as service animals under the Americans with Disabilities Act (ADA).

HOUSING AND URBAN DEVELOPMENT (HUD)/FAIR HOUSING ACT REGULATIONS:

HUD/Fair Housing regulation provides that ESAs be considered a reasonable accommodation in campus housing. Since HUD/Fair Housing regulations only apply to housing facilities, the ESA often may not be allowed in other areas of campus.

In order for an ESA to be considered for a reasonable accommodation there must be documentation of the following:

1. The existence of a disability
2. A relationship between the disability and the relief the ESA provides
3. The ESA is necessary in order for the student to use and enjoy an on-campus residence

ELIGIBILITY AND DOCUMENTATION

To be considered for approval, students must:

1. Complete the Request for Special Housing Accommodations form available in MyWC under Student E-Forms.
2. Submit the ESA Certifying Professional Form completed by a licensed healthcare or mental health provider.
3. Ensure their healthcare or mental health provider submits a letter directly to Student Services via fax at 573-592-5709. The letter must:
 - a. Verify the existence of a disability or diagnosed condition.
 - b. Describe the relationship between the disability and the therapeutic benefit provided by the ESA.
 - c. Explain why the ESA is necessary for the student to use and enjoy campus housing.
 - d. Include the provider's license number and contact information.
4. Submit a completed Veterinarian Verification Form.
5. Provide a current Rabies Vaccination Certificate.

6. Receive conditional approval from the Office of Residence Life & Conduct before bringing an animal to campus.

Following conditional approval, students must:

7. Sign and return this ESA Housing Agreement.
8. Provide proof of pet liability insurance covering property damage and bodily injury.
9. Submit a Roommate/Suitemate Acknowledgement Form, if applicable and once housing assignments have been finalized.

Submission of documentation does not guarantee approval. All requests are reviewed on an individualized basis through the College's housing accommodation process.

ESA approvals are valid for one academic year only. Approval does not automatically transfer to future housing assignments, buildings, rooms, or academic years. Students must reapply annually and provide any required updated documentation, including provider documentation, proof of pet liability insurance, and vaccination records.

All materials are reviewed by the Office of Residence Life & Conduct. Students should not submit provider documentation to the Wellness Center.

ESA LIMITATIONS

- Only **one ESA** is permitted per student.
- Only common household animals will be considered; no exotic or dangerous animals.
- ESAs must comply with local ordinances regarding health, size, and licensing.
- The ESA must be appropriate for the assigned residential facility and not compromise the safety, health, or community standards of the space.

STUDENT RESPONSIBILITIES

Initial each section to indicate understanding:

Care & Control

- The student is fully responsible for the ESA's care, behavior, and control.
- ESAs are allowed only in the student's assigned living space. They are not permitted in lounges, study rooms, bathrooms, kitchens, or other students' rooms.
- Dogs must be on a leash/harness when outside; other animals must be in a secure carrier.
- If the ESA leaves campus permanently, dies or goes missing, the student must notify Residence Life.

Initial: _____

Health & Hygiene

- ESA must be spayed/neutered and up-to-date on vaccinations.
- ESA must be free from fleas, ticks, and parasites.

- The student must clean and dispose of animal waste promptly and appropriately.
- Students must maintain their living space in a clean and sanitary condition, including weekly cleaning, proper storage of animal food, and immediate cleanup of animal waste or accidents. Waste must be sealed in bags and disposed of in outdoor dumpsters. Outdoor waste must be picked up immediately.
- Indoor waste must be sealed in bags and disposed of in outdoor dumpsters.
Initial: _____

Absences & Emergencies

- ESAs may not be left overnight or for extended periods of time without appropriate care and supervision. Students are responsible for ensuring the ESA's needs are met at all times.
- During fire drills, alarms, or evacuations, the student is responsible for the ESA's removal.
- Abandonment of an ESA may result in emergency removal of the animal, referral to appropriate authorities, conduct action, and revocation of ESA approval.
Initial: _____

Roommate & Community Impact

- Roommates/suitemates must sign an acknowledgement form.
- If conflicts arise, Residence Life will attempt to resolve them, but ESA approval does not override another student's right to reasonable enjoyment of their space.
- Roommate Conflict: If one or more roommates or suitemates do not approve of the ESA, then Residence Life & Conduct Staff must evaluate the information and will work to make other reasonable accommodations.
Initial: _____

FACILITIES ACCESS

- The ESA must be safely secured (crate/carrier) when maintenance, Facilities staff, or Residence Life staff require access to the room for routine work, inspections, or emergencies.
Initial: _____

ACCOUNTABILITY AND REMOVAL

Damages: The student is solely responsible for any damage to persons or property caused by the ESA. The student shall be financially responsible for the actions of the approved ESA, including bodily injury. The student is responsible for any expenses incurred for cleaning beyond standard cleaning, as well as repairs or replacement of property damaged by the ESA. This may include, but is not limited to, replacement of furniture, carpet, flooring, drywall, wall coverings, doors, and other College property.

The student is responsible for maintaining their residential space in a clean and sanitary condition. Damage includes, but is not limited to, scratches, chewing, staining, odors, urine or feces contamination, flea infestations, and damage to College furnishings, flooring, walls, or other property.

At the conclusion of occupancy, the College reserves the right to inspect the room, apartment, townhouse, or other residential space, including the use of ultraviolet (blacklight) detection methods to identify pet-related stains, odors, or contamination that may not be visible during a standard inspection.

If pet-related damage, odors, or contamination are identified, the student may be assessed charges for cleaning, deodorization, pest treatment, repair, replacement, or restoration of affected areas and furnishings. This may include, but is not limited to, carpet cleaning, carpet replacement, flooring replacement, furniture replacement, painting, and other remediation necessary to return the space to a habitable condition. Such charges may be assessed even if the damage is not readily visible at the time of checkout.

If fleas, ticks, or other pests are detected in the residence hall as a result of the ESA, Residence Life reserves the right to treat the affected area using approved pest-control methods and bill the student for the cost of treatment.

An ESA may be removed if it:

- Presents an immediate threat to the health, safety, or welfare of any individual or animal.
- Causes significant property damage or disruption.
- Is neglected or improperly cared for.

Initial: _____

Violations & Consequences: Violations of this ESA Housing Agreement will be addressed through the College's appropriate accountability process. Outcomes may include educational sanctions, financial restitution for damages or cleaning, removal of the ESA from campus housing, and/or loss of housing privileges. In serious or repeated cases, the student may lose the right to maintain an ESA in College housing.

If the ESA is removed, whether voluntarily or by College decision, the student remains bound by the housing contract and associated financial obligations. No housing refunds will be issued except as outlined in College housing policies.

Initial: _____

ACKNOWLEDGMENT

I, _____ (printed name), understand and agree to the terms of this ESA Housing Agreement. I acknowledge that my failure to abide by the terms of this Agreement may result in the removal of my ESA from campus housing.

Signature: _____ Date: _____

Office of Residence Life Representative: _____