

# College of Saint Benedict

## ESA Responsibilities Agreement

### **Your Responsibilities**

As the owner of the animal, you are fully responsible for all aspects of the Emotional Support Animal (ESA), including its actions/inactions and for the care and well-being of the animal. You are also expected to fully comply with the following rules and regulations as they pertain to your ESA, in addition to all other College policies, rules and regulations:

- **Keep the ESA under Control and Within Your Possession**
  - The ESA must be properly housed and restrained within your residence hall room or otherwise under your dominion and control at all times. The ESA may not be left unattended outside, while leashed to a chain or rope. If you have a roommate, you must keep the ESA caged when you are not in the room, unless your roommate affirmatively agrees that she has no objection to the animal being uncaged. The ESA must not be allowed to disturb others, cause damage to college property or the property of others or pose a direct threat to the health or safety of others.
- **Keep the ESA in Your Residence Hall Room**
  - The ESA must be contained within your assigned residence hall room or apartment, except when exiting or entering the student's residential building. When taking the ESA outdoors, it must be in an animal carrier or controlled by a leash or harness at all times. Your ESA may not be taken into bathrooms, laundry facilities, indoor recreational rooms, lounges, hallways, computer labs, study rooms, other areas of the residence hall, classrooms, St. John's University, other buildings on campus, and cannot be allowed to roam freely on campus grounds.
- **ESA Must not be Left Overnight in College Housing Unattended**
  - If you are to be absent from your residence hall room overnight or longer, your ESA must accompany you. If you are traveling off-campus for school-related activities overnight, you must make other off-campus arrangements for the animal.
- **Be Responsible for Waste Disposal and Property Damage**
  - You are required to immediately clean up after and properly dispose of the animal's waste in a safe and sanitary manner. You will be charged for any damage caused by your ESA beyond reasonable wear and tear, to the same extent that the College charges other individuals for damages beyond reasonable wear and tear. Your residence hall room may also be inspected for fleas, ticks, or other pests, if necessary or part of the College's standard or routine inspections. You also may be required to pay for the cost of any remedial treatment deemed necessary that is beyond the College's routine treatment. Individuals found to not be in compliance with waste disposal are subject to fines, disciplinary action, and may forfeit the right to have an ESA on campus.
- **Report Injuries or Damage to Property**
  - You must inform the CSB Residential Life Department immediately of any incident involving your ESA and another person or animal in which an injury of any type or damage to property occurs. If immediate notice is not possible, notice must occur within 48 hours of event.
- **Ensure Worker Safety**
  - For the safety of workers, any work order you submit to the College must indicate that there is an animal in the room and the type of animal. If you know that a worker is coming to your room, you must

cage the animal. The College is not responsible or liable for your ESA if it is injured or escapes while work or service is being performed on your room.

- **Prepare for the Emergency Removal of the ESA**

- In an emergency, emergency and college personnel shall not be held responsible or liable for the care, damage to, or loss of the ESA. You must provide the CSB Residential Life department with emergency contact information for removal of the animal in case you suffer a personal emergency (e.g., a hospitalization).

- **Abide by Laws and Policies**

- You must abide by current city, county, and state ordinances, laws and/or regulations pertaining to licensing, vaccination, and other requirements for animals. Prior to the ESA's arrival at the residence hall, you must provide the CSB Residential Life office a copy of the pet license (if required by law) and proof from a licensed veterinarian that the animal is current on its vaccinations and that the animal is in good health. You are required to ensure that the assistance animal is well cared for at all times. Any evidence of mistreatment, abuse, neglect, or leaving the ESA unattended for unreasonably long periods of time will result in immediate removal of the ESA and/or discipline or other housing-related sanctions for the responsible individual pursuant to the Student Code of Conduct or other College policies or regulations.

- **Notify Appropriate Parties if ESA is No Longer Needed**

- Your ESA is allowed in college housing only if it is necessary because of your disability. If your circumstances change and your accommodation (the presence of an ESA) is no longer necessary, you are required to immediately notify the CSB Residential Life and Student Accessibility Services department(s) in writing and to make other, off-campus arrangements for your animal. You must also notify the parties above in writing if for any reason your ESA is no longer staying in your residence hall room.

## **Removal of the ESA**

The College reserves the right to remove the ESA from college housing if:

- The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others, including the College's property.
- The owner is not cleaning up animal waste.
- The health and safety of the ESA is at risk due to mistreatment, abuse, neglect, or is left unattended for unreasonably long periods of time.
- The animal's presence results in a fundamental alteration in the nature of the goods, services, facilities, privileges, advantages, or accommodations offered.
- The animal's presence causes an undue financial or administrative burden to the College.
- You fail to comply with the College's policies, rules, regulations, or your responsibilities set forth above; or
- The animal or its presence creates an unmanageable disturbance or interference with the College community.

**Should the ESA be removed from the premises for any reason, you are expected to fulfill your housing obligations for the remainder of the housing contract.**

**Acknowledgement, Consent, and Release**

I, [NAME] \_\_\_\_\_ hereby acknowledge that I have received a copy of the foregoing policy and that I have read and understood it. I understand that the College’s permission to allow me to have an ESA on campus is subject to the foregoing limitations, all of which must be followed. If I fail to abide by these limitations, I understand that the College may immediately revoke permission for the ESA to be on campus, remove it, at my expense, and charge me for any damages caused by the animal. Additionally, I understand that I am solely responsible for the actions of my animal, while I am on campus and agree to indemnify and hold harmless the College, its officers, and employees, for any damages caused by my animal, while it is on the campus.

\_\_\_\_\_  
(signed via Forms Manager)

\_\_\_\_\_  
(date)

If the resident is residing in a space with roommates that will be impacted by the presence of the animal, please have roommates sign below to indicate they are aware of your request and they are agreeable to the presence of the animal in their living space. Should they have concerns they are encouraged to contact our office immediately to discuss the situation and review options for those involved.

Roommate Signature: \_\_\_\_\_

Roommate Signature: \_\_\_\_\_

Roommate Signature: \_\_\_\_\_

Roommate Signature: \_\_\_\_\_

