

## Owner's Responsibilities for Emotional Support Animal (ESA)

All emotional support animals approved to live with the owner in University Housing must meet the following requirements:

1. WVSU will not ask or require a student with a disability, hereinafter referred to as owner, to pay a deposit for an approved ESA.
2. The owner is solely responsible for the custody and care of the ESA.
3. Prior to the arrival of the animal on campus, the owner must abide by current county (Kanawha), state (West Virginia) and federal ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals.
  - a. It is the owner's responsibility to know and understand these ordinances, laws, and regulations.
  - b. The university has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate and proof of licensure. The university reserves the right to request an updated verification at any time during the animal's residency.
4. The animal must have identification, such as a collar and tag, at all times. For small animals which may not tolerate collars and tags, microchip identification is sufficient. An exception can be made for animals that are primarily caged and confined to the residence.

. The owner does not need a vest, identification card or other such means of identification as there are currently no recognized registries, certifications or other identification methods recognized under the law.
5. The animal is allowed in university housing only as long as it is necessary because of the owner's disability. The owner must notify the Accessibility Specialist with SAR and the Director of Residence Life if the animal is no longer required, the animal is no longer in the residence or the owner is requesting that the approved animal be replaced by another emotional support animal.
6. The owner must register with the Accessibility Specialist each semester as well as provide an update from the mental health provider yearly, regarding the continuing need for the emotional support animal as a reasonable accommodation.
7. The owner is required to ensure the animal is well cared for at all time. WVSU personnel shall not be required to provide care or food for any animal. Any evidence of mistreatment or abuse may result in immediate removal of the ESA and discipline for the owner or responsible individual.
8. WVSU personnel shall not be required to remove an animal during emergency evacuation for events such as a fire alarm, nor will roommates be held responsible for the same. In cases of emergency, emergency personnel will determine whether to remove the animal. Neither the university nor first responders may be held responsible for the care, damage to, or loss of the animal.
9. ESA's are permitted within campus housing. The animal should not accompany the student to class, the library, dining service areas, the fitness center, classrooms or

other areas of campus. If a student believes they may need the animal in these areas as an accommodation, they must request consideration of this accommodation through Student Accessibility Resources.

10. An ESA must be contained within the owner's privately assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the individual is taking the animal out for natural relief or exercise. When an ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. When using a leash, the leash must be 6' in length or less. The restraint applies unless (1) the student is unable to use a leash, harness, tether or other restraint due to disability or (2) use of such a restraint would impede the animal's safe and effective performance of its work or task. The animal is only allowed outside the student's residence for the following:

- . Toileting (within areas approved by University)
- a. Purposes of reaching the nearest transit stop or the student's vehicle to travel off campus
- b. Exercising the animal (within areas approved by the University)

11. An ESA may not be left unattended other than reasonable periods of time based on the type of animal. What is reasonable will vary from species to species and animal to animal and should be determined on a case by case basis in consultation with Residence Life staff.

The owner is responsible for ensuring that the ESA is contained via crate, cage, or other manner, as appropriate, when the owner is not present during the day such as while attending classes or other activities.

For those animals which require daily care, the animal should not be unattended overnight in university housing to be cared for by any individual other than the owner. If the owner is to be absent from his/her residence hall overnight or longer, the owner must make arrangements for care in the owner's absence.

The University may take reasonable efforts to gain access to an animal confined in the residence hall when the animal appears to be in distress or there is danger to the animal as indicated by smells, sounds or other signs which a Residence Life or other University staff member determines may be a sign of such.

12. It is the owner's personal responsibility to immediately clean up and properly dispose of the animal's waste in a safe and sanitary manner, or to solicit the proper assistance, if their ESA defecates routinely, or becomes ill and either vomits and/or becomes incontinent. The owner should contact the staff from the Residence Life in order to identify an appropriate location for elimination of waste.
13. The owner must fully cooperate with university personnel with regard to meeting the terms of these procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, outdoor grass relief area, disposing of feces, etc.).
14. The student must take appropriate precautions to prevent property damage or injury. The student is financially responsible for the actions of the animal including bodily injury or property damage, including but not limited to any medical expenses, replacement of furniture, carpet, drapes or wall covering, etc.

15. An individual with a disability may be charged for any damage caused by their ESA beyond reasonable wear and tear or for cleaning which is above and beyond normal cleaning to the same extent that other individuals are charged for damages beyond reasonable wear and tear or additional cleaning. This may include removal of odors caused by the animal and for repairs to University property. The university shall have the right to bill the owner's account for unmet obligations under this provision. Potential costs include those incurred while the student occupies the residence and those assessed when the student vacates the residence.
16. The owner's residence may be inspected for fleas, ticks or other pests once per semester or as needed. The Residence Life staff will conduct health and safety inspections. If fleas, ticks or other pests are detected through inspection or preventative maintenance, the residence will be treated using approved fumigation methods by a university-approved pest control vendor. The owner will be billed for the expense of any pest treatment above and beyond normally required pest management.
17. The owner may be requested to utilize certain pieces of equipment in common areas such as laundering machines to eliminate risk of contamination for those who may be sensitive or allergic to pet dander.
18. The owner must provide consent for Student Accessibility Resources to disclose information regarding the request for and presence of the ESA to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel, First Responders, and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual's disability.
19. The owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the university or cause difficulties for individuals who reside there.
20. Any violation of the above rules will be reviewed by staff with Residence Life and Student Accessibility Resources. The owner will be afforded all rights of due process and appeal as outlined in the grievance process.
21. The owner is responsible for adhering to the procedures detailed in this ESA Agreement.
22. The owner should submit requested information regarding their ESA (e.g., veterinary verification of routine care) to:

**Office of Residence Life & Services**

**Judge Damon J. Keith**

Scholars Hall S114

(304) 766-3037

(800) 987-2112, ext. 3037

Fax: (304) 766-5174

[reslife@wvstateu.edu](mailto:reslife@wvstateu.edu)

23. These guidelines will be reassessed annually.  
By my signature below, I verify that I have read, understand and will abide by the agreement outlined here.

*Michael Casey*

Accessibility Specialist Signature

Date

Director of Residence Life Signature

Date

Student Signature

Date