Assistance Animal Agreement

1) All assistance animals in University Housing must meet the following requirements in addition to those outlined in the West Virginia State University Animal Services Policy and Procedure:

2) Provide the following information:
   a) Student must keep all required vaccinations up-to-date.
   b) The animal must have identification at all times. For cats and other 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.

3) As assistance animals are not service animals, they are only permitted within campus housing. The animal may not accompany the student to class, the library, dining service areas, the fitness center, classrooms or other areas of campus.

4) The student is at all times responsible for the behavior of the animal. A student may be directed to remove an animal that is unruly or disruptive (e.g. barking excessively, running around, bringing attention to itself, jumping up on people, exhibiting aggressive behavior, repeated soiling of facilities) if the student is unable or unwilling to take effective action to control the animal. Repeated instances of such behavior may result in exclusion from university facilities until the student can demonstrate that s/he can effectively control the animal. Student must also ensure that the animal is kept clean and well groomed. Animals that are excessively unclean (e.g., repeated soiling of facilities, flea-infested, foul smelling and/or shedding excessively) may be excluded from University facilities.

5) Assistance animals must be contained within the privately assigned residence area (room, suite, apartment) at all times, except when transported outside the private residence area in an animal carrier or controlled by a leash or harness. When outside the assigned residence areas, animals must be leashed using a leash that is 6’ in length or less, harness or tether, or securely confined in a crate or carrier, unless (1) the student is unable to use a leash, harness, or tether due to disability or (2) use of such a restraint would impede the animal's safe and effective performance of its work or task. Support animals are only allowed outside the student's residence for
   a) Toileting (within areas approved by University)
   b) Purposes of reaching the nearest transit stop or the student's vehicle to travel off campus
   c) Exercising the animal (within areas approved by the University)

6) The student is responsible for any property damage or bodily injury caused by the animal and 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. The student is expected to pay out of pocket for medical expenses as well as cover repair and property damage costs.

7) The student is responsible for any expenses the University incurs for cleaning which is above and beyond normal cleaning, including removal of odors caused by the animal, or for repairs to University premises. Potential costs include those incurred while the student occupies the residence and those assessed the student vacates the residence.

8) As a necessary and agreed upon service, University housing may enter the student's residence once a semester or as needed to determine the need and extent of management of fleas, ticks, or other pests introduced by service/assistance animals as needed. A University-approved pest control service will perform any necessary fumigation services, and the student will be billed for the expense of any pest treatment above and beyond normal required pest management.

9) When the student is not in the residential area such as when attending class or other short term events, the animal should be housed in a crate, carrier or other secure container. This will allow Residence Life staff routine access to the facilities for maintenance and other routing tasks without posing any risk to the animal.
10) The student is responsible for not leaving the emotional support animal unattended for an unreasonable length of time. 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 University may take reasonable efforts to gain access to an animal confined in the residence hall when there appears to be distress or 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.

11) The student must notify the SAR and Housing and Residence Life if the animal is no longer in the residence or if the student is requesting that the approved animal be replaced by another assistance animal.

12) Any violation of the above rules will be reviewed by the staff of Residence Life and Student Accessibility Resources. The student will be afforded all rights of due process and appeal.

13) These guidelines will be reassessed annually.

14) By my signature below, I verify that I have read, understand and will abide by the agreement outlined here.

__________________________________________________________
Student Signature

__________________________________________________________
Accessibility Specialist Signature

__________________________________________________________
Director, Office of Housing and Residence Life Signature