***Addendum to Student Housing Contract: Contract for Service and Assistance Animals on Campus***

Richard Bland College of William & Mary generally prohibits animals on campus, but permits service and assistance animals as required by federal law.[[1]](#footnote-1) This contract provides guidelines regarding the situations and conditions in which service and/or assistance animals are permitted.

***Service Animals***

A **service animal** as defined by the Americans with Disabilities Act (ADA) refers to “a dog individually trained to do work for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.” Virginia law extends these rights to dogs in training that are at least 6 months of age. Revised ADA regulations have a new, separate provision about miniature horses that have been individually trained to do work or perform tasks for people with disabilities.

Service animals are permitted on campus in compliance with the ADA and the Rehabilitation Act, as a reasonable accommodation for a disability. The college welcomes the presence of trained service animals assisting people with disabilities on its campus, in areas open to the public, consistent with the guidelines provided in this contract and applicable law. Service animals in training are welcome in areas open to the public.

In this Contract, “service animal” refers to an animal registered/approved by the college as an accommodation under the RBC Service Animals, Comfort/Therapy/Assistance Animals policy.

***Assistance Animals***

An **assistance animal** (sometimes referred to as “comfort” or “therapy” animals) refers to an animal that provides comfort or emotional or therapeutic support to a student, other than a service animal. Assistance animals can be a dog, cat or other type of companion animal and may live with students in on-campus housing, if approved as an accommodation through Student Accessibility Services. Assistance animals are not permitted in public areas of the residence hall (other than for purposes of egress). Assistance animals are also not permitted in other college buildings, unless an accommodation has been granted through Student Accessibility Services. A request for an assistance animal is considered a request for an accommodation under the Fair Housing Act and will be reviewed on a case-by-case basis. Documentation for these requests must be provided as outlined in the RBC Service Animals, Comfort/Therapy/Assistance Animals policy.

In certain circumstances, RBC may be unable to approve an accommodation for an assistance animal if the animal is unsuitable for a residence hall.. For example, the size of the animal is too large for available assigned housing space, or the needs of the animal may be as such that college housing may not be appropriate. RBC may consult with Residence Life as to the type of assistance animals that are suitable for a residence hall. Additionally, if the animal is unable to meet requirements for appropriate vaccinations due to age or other factors, a request may be denied until the animal can meet requirements.

In this Contract, “assistance animal” refers to an animal approved by RBC as an accommodation under the RBC Service Animals, Comfort/Therapy/Assistance Animals policy.

**Expectations, Rights, and Responsibilities Related
to the Use of Service/Assistance Animals on Campus by Students**

***\****Note that a general reference to “the animal” in this contract’s provisions means that the provision applies both to service and assistance animals.

***The student agrees to the following:***

**1. Appointment with RBC ADA Coordinator**

Prior to bringing the animal to live in an on-campus residence, the student must set up an appointment to meet with the RBC ADA Coordinator to discuss the expectations, rights, and responsibilities of maintaining an animal in campus housing.

**2. Maintaining Consistent Control**

The student must consistently be in control of both service and assistance animals. Service animals and dogs or cats serving as assistance animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal’s work or the individual’s disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. Exceptions may be granted in an emergency situation when the animal is in the student’s private residence, when the animal needs to perform a task requiring it to travel beyond the length of the restraint, or when the student is unable to retain an animal on a leash due to a disability.

**3. Removal of an Animal**

If any of the following occur, the college may ask the student to remove the animal from campus:

* The animal poses a direct threat to the health or safety of others including past or present aggressive behaviors or injuries, or causes or has caused substantial damage to college property or the property of others that cannot be reduced or eliminated by another reasonable accommodation, such as re-assignment of rooms.
* The animal’s presence results in or requires a fundamental alteration of a college program;
* The student does not comply with the responsibilities laid out in this contract including the ability to maintain consistent control over the animal as noted above;
* The animal is not housebroken, or creates an unmanageable disturbance or disruption to the college community (e.g. repeated, incessant barking, destruction of property, making significant mess or odor).

Removal is considered on a case-by-case basis, taking into account the student’s individual circumstances and the context in which the problematic incidents occurred. In emergency situations, the college reserves the right to contact Animal Control to remove the animal.

Students can appeal removal decisions directly to the Provost. The animal will remain removed pending any appeal.

**4. Containment of Assistance Animals**

Assistance animals must be contained within the privately assigned residential area (room, suite, or apartment) at all times, unless an accommodation has been granted by Student Accessibility Services. Assistance Animals living in a residential area are permitted to be transported outside the private residential area in an animal carrier or controlled by leash or harness during move-in, move-out, for the assistance animal to exercise or relieve itself outside, or for other necessary transport of the animal from campus (such as veterinary appointments and other animal care). *Assistance animals must be crated or caged, or placed in another appropriate enclosure during the times when the student is away from their room. This is for the mutual safety of the animal and others.*

**5. Maintaining a Clean Environment**

The student is responsible for removing or arranging for the removal of the animal’s waste and/or waste products (litter, pads, etc.) , both inside the residence facility and outside, by placing the waste in a closed container and promptly removing the container to an outdoor garbage dumpster. Animal feces, litter or soiled pads may not be disposed of in any indoor trash receptacle or the sewer system. Students who live in college housing may need to designate an individual to help with clean up, in the event a student’s medical condition or disability prohibits them from removing the animal’s waste, and they are unable to designate another individual, the college can assist the student with arrangements. Animal feces or urine in a residence hall must be promptly removed and the area cleaned with cleaning products appropriate for sanitation and deodorizing. Regular cleaning of floors, kennels, cages, and litter boxes must occur in order to minimize the odor of an animal emanating from a residence hall room or apartment.

**6. Fees for Damages**

The college may charge a student for any damage caused by the animal beyond reasonable wear and tear to the same extent that the college charges other students for damages beyond reasonable wear and tear.

The student bears full responsibility for property damage and/or personal injury caused by the animal. The student agrees to indemnity and hold harmless the college against any and all claims arising claims arising from the animal’s presence in the residence hall. The student may wish to purchase liability insurance through a parent’s homeowner’s insurance, personal renter’s insurance or canine liability insurance.

**7. Flea Control**

If a flea problem is identified, students must promptly notify Facilities Management through the online work order system to make arrangements for extermination, if deemed necessary by Facilities Management, and alert Residence Life. The student's living accommodations may also be inspected for fleas, ticks, or other pests if necessary as part of the college’s standard or routine inspections. If fleas, ticks, or other pests are detected through inspection, the residence will be treated using approved methods by a college-approved pest control service. The student will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The college shall have the right to bill the individual‘s account under this provision.

**8. Leaving Animals Unattended**

Animals cannot be left in residence halls unattended overnight including times when the residence halls close for breaks. The student must either make arrangements to have a friend or neighbor care for the animal if they are going to be away overnight, or for a short duration (1-2 days), take the animal with them, or make arrangements for the animal to be cared for off premises while the student is away. Under no circumstances may an animal be left in a residence hall when they are closed for break. If the student does not make arrangements for care of the animal in accordance with this policy, the college reserves the option to contact Animal Control to remove the animal. Residence Life reserves the right to inspect the student’s room during any official college break or if reliable information is provided that indicates the student may be non-compliant.

The obligation to routinely care for and maintain the animal’s health is the responsibility of the student. Routinely leaving the animal’s care to a roommate or friend will be considered breach of this agreement.

**9. Notification of Animal’s Presence**

Residence Life will notify the student staff (RAs, etc.) responsible for the building/complex of the presence of the animal in a manner that does not provide notification of a disability. Students will be offered a notice provided by Residence Life to place on their residence hall room door indicating an animal is present. This notice will alert personnel to the presence of the animal in the event the room must be entered and the student is not present. The notice will also alert fire safety personnel if there is a fire or fire alarm in the building. Student Accessibility Services will also notify Facilities Management of the presence of an animal, and the student is requested to notify them on any work order request. Students should be aware that the fire alarm systems in the residence halls are much louder than smoke alarms in homes, and involve strobe lights and horns. These alarms can be anxiety-producing to animals who have not been exposed to such conditions. Fire alarms may be activated in residence halls with some regularity due to drills and/or accidents. The college is not responsible for how an animal might respond to these conditions.

**10. Notification to Roommates/Potential Conflicts**

If the student’s room or apartment has an available space Residence Life may divulge to potential new roommates that the room/apartment has a resident with an animal. Sharing information about the animal’s presence allows a potential roommate with an allergy or phobia to self-identify and seek an accommodation. In order to preserve the student’s confidentiality, Residence Life will state only the type of animal in the room, not that the animal is a service or assistance animal.

#### In the case of a fellow resident with a conflicting accommodation for a registered disability, RBC will consider the needs of both students in its obligations to reasonably accommodate all disabilities. RBC will work with both students through the interactive process to resolve the problem as efficiently and expeditiously as possible.

**11. If the Animal Escapes**

Students must notify the Office of Residence Life and/or the Department of Campus Safety if the animal escapes its confines and is unable to be located within one (1) hour.

**12. Licensing**

According to Virginia law, any dog four months old or older must be licensed. The license must be displayed on the collar at all times. The animal must be licensed through Prince George County if the student is to live in Commerce Hall. The animal must be licensed through Dinwiddie County if the student is to reside in Patriot Hall or Freedom Hall. The student must comply with any additional local or state licensing requirements.

**13. Health**

Animals on campus must have an annual clean bill of health (including vaccinations and immunity shots against rabies and/or other diseases common to the type of animal) that is signed by a licensed veterinarian. A copy of the animal’s license and up-to-date immunizations must remain on file with the Office of Residence Life, along with a photo to identify the animal. A valid vaccination tag must be worn at all times by cats, dogs and other animals when it is standard veterinary practice to provide such a tag. For animals where a tag may not be issued or customary, students must be able to provide valid health documentation upon request. Students need to make sure that the animal is kept as clean as possible. Regular bathing/grooming and pest control measures also need to be performed by the student.

**14. Contract Term**

This contract will remain in effect for the duration of the student’s time on campus unless revoked for reasons specified in this agreement. RBC reserves the right to ask for updated documentation of the student’s condition, as permitted by law, to recertify the accommodation.

This contract is valid only for the animal(s) for which the student has been approved, and for which the student has provided documentation in the form of a clean bill of health, license (if applicable), and up-to-date immunizations. Animal health records must be updated annually with the Office of Residence Life.

If a student needs to change their accommodation in relation to the service or assistance animal, or request to bring a different animal, the student must meet with RBC to discuss accommodation changes. Once RBC and the student come to an agreement regarding any changes, an amended contract will be signed. This new agreement will remain valid and effective through the student’s time on campus, unless the student needs to make additional changes to the accommodation, or the contract is revoked for a reason specified in this agreement.

***Emergency Contact***

If the student experiences a medical or psychological emergency and must stay at the hospital overnight, the Office of Residence Life and/or the Department of Campus Safety may contact the student’s emergency caretaker (indicated below) to care for the animal in the student’s absence. \*This emergency contact ***cannot*** be a student who lives *on campus.*

***Emergency Contact Information:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name of Emergency Contact Relationship to Student

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Emergency Contact Phone Number(s) of Emergency Contact

***Student Agreement: Addendum to Housing Contract for Service/Assistance Animals***

***The student’s signature below constitutes an agreement to terms and conditions set forth in this contract. I agree to the terms and conditions above.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student’s Printed Name Building & Room Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Animal(s) Comfort or Service

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Student Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Office of Residence Life Date
Representative

1. The applicable laws are the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. [↑](#footnote-ref-1)