



### *Owner's Responsibilities for Assistance Animal*

If the University grants an individual's request to live with an Assistance Animal, the individual is solely responsible for the custody and care of the Assistance Animal and must meet the following requirements:

1. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the individual's responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.
2. The Owner is required to clean up after and properly dispose of the Assistance Animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by KWU. Any evidence of the Owner's failure to comply with this requirement may result in the animal's immediate removal from University housing.
3. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Assistance Animal and/or discipline for the individual.
4. KWU will not ask for or require an individual with a disability to pay a fee or surcharge for an approved Assistance Animal.
5. An individual with a disability may be charged for any damage caused by his or her Assistance Animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests if necessary as part of the University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a university-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the individual's account for unmet obligations under this provision.
6. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
7. Assistance Animals may not be left overnight or any other unreasonable length of time 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 overnight or longer, the animal must accompany the

## Emotional Support Animals

Owner. The Owner is responsible for ensuring that the Assistance Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.

8. 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 residence or cause difficulties for individuals who reside there.
9. 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 Student Disability Services Office in writing if the Assistance Animal is no longer needed or is no longer in residence. To replace an Assistance Animal, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Policy and the Reasonable Accommodation Policy when requesting a new or different animal. A new or different Assistance Animal may not be kept in University housing at any time prior to the individual receiving approval for the new or different animal as a reasonable accommodation pursuant to this Policy.
10. KWU personnel shall *not* be required to provide care or food for any Assistance Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.
11. The animal's owner must provide written consent for Student Disability Services to disclose information regarding the request for and presence of the Assistance Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel 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.

### *Removal of Assistance Animal*

The University may require the individual to remove the animal from University housing if:

1. The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
2. The animal's presence results in a fundamental alteration of a University program;
3. The Owner does not comply with the Owner's Responsibilities set forth above; or
4. The animal or its presence creates an unmanageable disturbance or interference with the university community.

The University will base such determinations upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with the Student Disability Services office and may be appealed to the Academic Dean following the procedure set forth in the

## **Emotional Support Animals**

Reasonable Accommodation Policy. The Owner will be afforded all rights of due process and appeal as outlined in that process.

Should the Assistance Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

### *Non-retaliation Provision*

KWU will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an Assistance Animal.

Director of the Student Success Center  
Kansas Wesleyan University  
100 E. Claflin Avenue  
Salina, KS 67401-6196  
785-833-4398





*University Housing Roommate/Suitemate/Housemate*

*Acknowledgement*

By my signature below, I understand that I will share the common areas of my assigned residential space with the Assistance Animal approved by this agreement.

Should I have any concerns regarding the care and control of the approved animal, I will discuss my concerns with the approved animal's owner and then with Student Disability Services at 785-833-4398 or \_\_\_\_\_ if the animal owner and I cannot come to an agreement.

_____ Resident's Name	_____ ID #	_____ Date
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## Owner's Responsibilities for Assistance Animal

### Owning a pet in Salina ~

*Thank you for committing your love to your furry family members. Everyone has their pet's best interest at heart, but there may be some laws that you're not aware of. This is a short list of the more common laws.*



#### ✓ Leash Law:

- According to City Ordinance 7-48; it is the responsibility of every animal owner to ensure their animal (excluding cats and pigeons) is restrained from running at large. This includes being housed in a pen, on a leash, or tether.

#### ✓ Rabies Shots:

- According to City Ordinance 7-54; all cats and dogs over 120 days are required to be vaccinated against rabies by a licensed Veterinarian.

#### ✓ City License:

- According to City Ordinance 7-91; all cats and dogs over 120 days are required to be registered with the Salina Animal Shelter. Bring your rabies certificate to the front desk of the shelter to purchase a city license for \$8/year (spayed/neutered), \$17/year (not spayed or neutered), or \$50 for a lifetime license.

#### ✓ Prohibited animals:

- As outlined in City Ordinance 7-31, 7-34 and 7-142; it is prohibited to possess wildlife, exotic animals, bees, livestock, water fowl, and pit bull dogs.



*If you have any other questions regarding responsible pet ownership please contact the Salina Animal Shelter  
329 N Second St  
Salina, KS, 67401  
785-826-6535*



## *Emotional Support Animal Registration Form*

ATTACH A PHOTOGRAPH OF THE ANIMAL TO THIS FORM.

Handler's Name: \_\_\_\_\_

Handler's Student ID #: \_\_\_\_\_

Handler's Permanent Address: \_\_\_\_\_

Handler's Campus Address: \_\_\_\_\_

Handler's Phone: \_\_\_\_\_

Animal's Name: \_\_\_\_\_

Type of Animal: \_\_\_\_\_

Physical Description of Animal:

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

Alternate Caregivers for Animal for Emergency Purposes (please provide one local contact if possible):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please attach the Veterinarian's verification that the animal has all vaccinations required by law to maintain the animal's health and prevent contagious disease.

\_\_\_\_\_  
Student

\_\_\_\_\_  
Date

## **Owner's Responsibilities for Assistance Animal**

Please return this signed document to:  
Student Disability Services  
Student Success Center  
100 E. Claflin Ave, Salina, KS 67401  
[bryan.mccullar@kwu.edu](mailto:bryan.mccullar@kwu.edu)  
Phone: 785-833-4398