

Assistance/Emotional Support Animal Agreement

The Student Handler identified below is requesting approval from the Accessibility Resources Office for the disability accommodation of having the listed animal live with them in Hamilton College Housing. **Application deadlines are as followed: for Fall Semester July 1st and for Spring Semester December 1st (no extensions will be granted).**

Student Handler Name: _____ Student ID: _____

Phone Number: _____ Email Address: _____

Campus Address: _____

Type of Animal: _____ Name of Animal & Length of Ownership: _____

Description of Animal (size, color, age, etc.): _____

Veterinarian Name & Phone Number: _____

ASSISTANCE/EMOTIONAL SUPPORT ANIMAL DEFINITION: For the purposes of disability accommodations at Hamilton College, an animal that is recommended by a healthcare or mental health professional to provide emotional support to persons with disabilities who have a disability-related need for such support. Assistance/Emotional Support Animals may be dogs or other animals that can provide emotional support. **An Assistance/Emotional Support Animal, unlike a service dog, may not accompany a person with a disability in other areas of the residence hall and when entering other buildings (e.g., residence hall common rooms, academic buildings, the library, dining halls, etc.). To apply, dogs must be at least three years old and cats at least two years old.**

The following tasks comprise the process for approval under this agreement (please initial):

____ **Registration with the Accessibility Resources Office.**

____ **Meeting with the Assistant Dean for Accessibility Resources to review any pertinent campus-wide policies that may relate to the animal.**

____ **Review and sign the Assistance/Emotional Support Animal Agreement.**

____ **Documentation from a specialist in the appropriate field may need to be updated and resubmitted as necessary.**

____ **The Student Handler must provide current and appropriate evidence of their animal's immunizations and vaccinations and, when applicable, the animal must wear a rabies vaccination tag. Current immunization and vaccination records must be submitted to the Accessibility Resources Office with this Agreement and be updated as necessary. For animals that aren't required to have immunizations or vaccinations, Student Handlers must submit the Hamilton Veterinary Health Form completed by a veterinarian to document their animal's "clean bill of health".**

____ **The Student Handler must submit a recent picture of the animal.**

In accepting the accommodation of an Assistance/Emotional Support Animal the Student Handler is responsible for, agrees to and must initial the following:

Guidelines for animal care

____ If the Assistance Animal is a dog, the Student Handler must comply with New York State, Oneida County and/or Town of Kirkland dog control and licensing laws, and with all responsibilities regarding animal rights and all other owner responsibilities. **Evidence of licensing (payment of fee) with the Town of Kirkland must be submitted to the College on an annual basis.**

- [Town of Kirkland Code](#)
- [Animal Law in New York State](#)

- _____ Consider the size and needs of their animal when selecting a residence hall room, e.g., adequate space for the Student Handler and the animal, etc. **Student Handlers who plan to request [Medical & Accommodation Pre-Assignment Housing for this purpose must submit applications by March 1st](#).**
- _____ Assistance/Emotional Support Animals must be housebroken. The Student Handler must remove, or arrange for the removal of, the animal's waste and dispose of it in a timely manner. The Student Handler may discuss the appropriate waste disposal method and/or location with residence hall facilities staff.
- _____ The Student Handler must effectively control their animal at all times. The animal cannot pose a direct threat to the health or safety of others. If the owner cannot effectively control their animal or it poses a direct threat to the health or safety of others, the permission to keep that particular animal in College Housing will be rescinded.
- _____ Routine maintenance of the animal is expected (bathing and grooming) and includes flea and tick prevention, de-worming, and minimally, annual examinations (see *Local Resources for Student Handlers* for off-campus hygiene location). Also, the College has the right to request updated veterinary verification at any time during the animal's residency.
- _____ If any neglect is suspected, the College will contact the Student Handler, Campus Safety, and the Humane Society. The entire responsibility for the animal is taken on by the Student Handler. Assistance/Emotional Support Animals may not be left alone or unattended for extended or unreasonable lengths of time. The amount of time should be determined in consultation with the Student Handler and an appropriate professional.
- _____ Appropriate animals should have a microchip and owners should carry their Hamilton Animal ID when outside on Hamilton grounds with their animals.

Guidelines for interaction with roommates and the community

- _____ Compliance with all College rules regarding noise, safety, disruption, and cleanliness. The Student Handler must ensure that their Assistance/Emotional Support Animal does not create persistent odor, noise or disturbance. The Student Handler is responsible at all times for the actions of their animal.
- _____ **Assistance/Emotional Support animals are not permitted in any area other than the Student Handler's residence hall room.** Thus, alternate caregivers must care for animals in the Student Handler's room only.
- _____ **When leaving the room/apartment, the Assistance/Support Animal shall be restrained with a six foot (6') or shorter leash or be transported in a container. If on a leash, the owner must carry and be able to present their Hamilton Animal ID. Assistance/Emotional Support Animals are only allowed in common indoor areas as needed to enter or exit their residence hall.**
- _____ When leaving the room/apartment, the Assistance Animal should never be left unattended (e.g. secured to any outside structure waiting for its Student Handler to return, etc.).
- _____ The Student Handler is responsible for assuring that their animal does not interfere with the routine of the residence hall or cause difficulties for other students who reside there. Sensitivity to residents with allergies and to those who fear animals is important to ensure a positive residential community.
- _____ The Student Handler is responsible for instructing others on appropriate interactions with their animal and setting clear expectations.
- _____ **For incoming first-year students, their roommate(s) will be notified about their animal. Notification will include the type of animal, size, and what services the animal performs, if applicable. Roommates may request a room change through Residential Life if they have a desire to do so.**
- _____ When requesting maintenance for their room, the Student Handler should arrange with Residential Life staff and Facilities Management a time when they will be present.

Additional agreements

___ The Student Handler is financially responsible for the actions of their animal including bodily injury, property damage, replacement of furniture, carpet, blinds, etc. The College may bill the student for damage beyond normal wear and tear or for necessary cleaning above and beyond the standard cleaning of the room. Also, if fleas, ticks, or other pests are detected through routine inspection, the student will be responsible for the expense of pest treatment beyond standard pest management used in College housing. The Student Handler is expected to cover all costs of returning the living space to the same condition of move-in.

___ **Student Handlers must keep the Assistance/Emotional Support Animal Approval Door Tag provided by the Accessibility Resources Office posted on the outside of the door of the room where the animal resides.**

___ The College reserves the right to inspect the room while occupied as needed.

___ The College reserves the right to re-assign the Student Handler to a different residence hall room if care of their animal or interactions with others become a concern.

___ The Student Handler gives permission to the designated College official to contact the animal’s veterinarian to request additional medical documentation if needed.

___ **If the Student Handler violates any provisions of this agreement, they are subject to the College’s Student Conduct process and/or may be required to immediately remove their animal from College housing.**

___ Residential Life isn’t responsible for notifying the Student Handler of upcoming fire drills in their residence hall.

___ The Student Handler must inform the Accessibility Resources Office within five days when the Assistance/Emotional Support Animal is no longer living in residency.

___ The Student Handler must inform the Accessibility Resources Office in a timely manner if they’re making any room or roommate changes, at which time a new Assistance/Emotional Support Animal Agreement must be completed and submitted.

___ Pets, visiting animals or any off-campus Assistance/Emotional Support Animals that haven’t been approved by the College are not allowed in any campus buildings, including residence halls.

Following are some, but not all, circumstances which will prompt the College to withdraw its consent for an Assistance/Emotional Support Animal to live in College Housing:

___ The animal is found to be mistreated or neglected by the Student Handler.

___ The animal poses a threat to the health or safety of others.

___ The Student Handler does not comply with the above responsibilities.

___ The animal’s presence results in a fundamental alteration of the College’s program or operations.

___ The animal or its presence creates an unmanageable disturbance or interference.

An on-campus Alternate Caregiver must be identified to care for the animal in the event the Student Handler is unavailable due to an emergency. The Alternate Caregiver is responsible for fulfilling all obligations of the Student Handler set forth within this document for the entire duration of time that the Student Handler is unavailable.

Alternate Caregiver Name: _____ Signature: _____

Phone number: _____ Email address: _____

Address: _____

In an emergency, when the Student Handler is unavailable, Hamilton College will attempt to contact the Alternate Caregiver. If the Alternate Caregiver is unavailable, the College will arrange with a local boarding facility to care for the Assistance/Emotional Support

Animal at the sole expense of the Student Handler. The Student Handler will be responsible for paying all fees associated with such emergency care, including transportation to and from the facility, room and board.

Roommate Agreement: As the roommate(s)/apartment dwellers of the Student Handler, I agree that the Assistance/Emotional Support Animal designated herein may live with us in our residence hall room or apartment. This agreement includes the following:

- **Roommates/apartment dwellers aren't responsible for the care of the animal (includes feeding, dog/cat sitting, walking, transporting, purchasing food or other items, bathing, grooming or disposal of waste). This excludes times of emergency when a roommate/apartment dweller is also the animal's Alternate Caregiver.**

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

In exchange for the Student Handler having permission to have the listed Assistance/Emotional Support Animal live with them in Hamilton College Housing, the student agrees to indemnify and hold harmless Hamilton College from any liability or property damage resulting from the presence or actions of the Assistance/Emotional Support Animal, during the time that the animal is on College owned or operated premises.

This Agreement may require updates annually, as needed or if housing arrangements change during the period covered by this Agreement. This includes updates to medical or psychiatric documentation and/or updated immunization and vaccination records. Prior violations of this Agreement may result in denial of a request(s) in future years and at a minimum must be addressed and remedied to the satisfaction of the College before approval.

I have read and agree to all of the terms of the Hamilton College Assistance/Emotional Support Animal Agreement. I understand that if I have questions, concerns, or need assistance that I will contact the Accessibility Resources Office.

This agreement is in effect from _____ through _____

Student Handler Signature: _____ Date: _____

Assistant Dean Signature: _____ Date: _____

Adapted from Colgate University's and Clemson University's Assistance Animal Agreements