

## Assistance Animal Guidelines

Texas A&M University-Kingsville provides reasonable accommodations to students with disabilities who live on campus. Residence Life allows Assistance Animals to live with students in their on-campus housing upon approval by the Disabilities Resource Center (DRC). The term Assistance Animal refers to “Service Animal” and “Support Animal” as defined below.

The term “Service Animal” is defined by the Americans with Disabilities Act (ADA), as amended, as a dog or miniature horse that is individually trained to do work or perform tasks for a person with a disability. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting and protecting a person who is having a seizure, and reminding a person with a mental disorder to take prescribed medications. The work or task that a service animal has been trained to perform must be directly related to the person’s disability. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purposes of this definition.

The term “Support Animal” is defined as an animal that provides emotional or other support that alleviates one or more identified symptoms or effects of a person’s disability. An animal which provides comfort to an individual in some fashion; often used as part of a medical treatment plan and can be prescribed by a doctor. Unlike Service Animals, Support Animals are not required to be trained to perform work or tasks. Support animals, however, are not pets.

Animals will be considered on a case by case basis by the Director of Residence Life once approved by the Disability Resource Center. Service and Emotional Support Animals in community living units and confined spaces (residence halls) should be limited to those that can be vaccinated and certified as disease free from transmitting any type of zoonotic disease. Animals defined as “Dangerous Wild Animals” in the Texas Health & Safety Code, 822.101 (big cats, bears, apes, hybrids of these animals etc.), primates, high rabies risk animals (bats, fox, raccoon, coyote, etc.), venomous animals, domestic animals with unknown history are not allowed. The City of Kingsville’s ordinances for animals also apply to all Support/Service Animals.

The process to seek approval to have an Assistance Animal in student housing begins with the student registering with the Disabilities Resource Center. The DRC will conduct a formal evaluation of the residents’ need for an Assistance Animal. If approved, the student has the obligation to maintain the animal in a healthy and sanitary state and condition at all times.

By signing the Assistance Animal Owner’s Agreement, the resident signifies that he/she understands all the terms and conditions outlined.

### Registration Process

- 1) Register with DRC to seek approval.
- 2) Submit the Assistance Animal Owner’s Agreement Form to the Director of Residence Life before moving the animal on campus (***The animal must already be approved by the Disability Resource Center at TAMUK***). You must submit a color photo of the animal and the vaccination records for the animal.

- 3) You must renew this process each academic year and provide an updated picture and vaccination record.
- 4) If you have the animal in the residence halls before the approval process is completed you will be fined \$200.00 and can lose the right to have the animal approved.

## **Assistance Animal Owner's Agreement Form**

### **Terms and Conditions**

As an approved Assistance Animal owner, I agree to abide by the following requirements in order to possess an animal and maintain it in my assigned university housing space (please initial each statement):

- \_\_\_\_\_ 1. I understand that any and all damages and subsequent needed repairs or replacements due to the animal, aside from normal wear-and tear, will be my responsibility. I agree to report damages as they occur and to pay for those damages as they are accumulated. Cleaning fees will also be charged to my student account for heavy pet odors in the room caused by urine, feces or an unclean animal (these charges can be added during the semester or once I move out of the residence hall and an odor lingers in the room).
- \_\_\_\_\_ 2. I understand I may only have the approved animal and that no other animals are permitted in student housing.
- \_\_\_\_\_ 3. I understand that I must properly maintain the hygiene, health, and vaccination of my animal. **Animals cannot be groomed or washed in any of the Residence Hall restrooms, kitchens, laundry rooms or custodial rooms (this includes suite restrooms and community restrooms showers and sinks, kitchen sinks, laundry room sinks or custodial room sinks).**
- \_\_\_\_\_ 4. I understand my animal must have all required vaccinations up to date and on file with a licensed veterinarian, the Department of University Housing & Residence Life, and the Disability Resource Center.
- \_\_\_\_\_ 5. I understand that to minimize the possibility of pest and allergy problems (caused by fleas, ticks, and other insects), I am required to utilize a veterinarian-recommended pest control program.
- \_\_\_\_\_ 6. I understand that if fleas, ticks, or other pests become a problem because of the animal, the university will have my assigned housing space and surrounding areas exterminated at my expense. This includes if an infestation is found once I vacate the residence hall at the end of the semester or academic year.
- \_\_\_\_\_ 7. I understand that if the animal should become ill or injured, it must be seen by a licensed veterinarian within 24 hours and that I must provide proof of the visit to the UH&RL Office.

- \_\_\_\_\_ 8. If applicable, I understand that my animal must wear a collar with a current rabies tag at all times. If the animal cannot wear a collar, I must have the rabies vaccination information in paper form.
- \_\_\_\_\_ 9. I understand that the animal will be maintained under standard restraints such as a collar and leash or carrying case when in transit to outdoors and through public areas, and will be confined only to my specifically assigned indoor location when not in transit.
- \_\_\_\_\_ 10. I agree that the animal must be taken out of the building by way of the shortest direct path. Exceptions to this rule must be approved by the Director of Residence Life.
- \_\_\_\_\_ 11. I understand that I must feed and provide water for the animal inside my room; food and water for the animal is not to be outside of my residence hall room at any time.
- \_\_\_\_\_ 12. I understand that the animal must be housebroken.
- \_\_\_\_\_ 13. I understand that, inside my assigned residence, I must provide a litter box or a newspaper-or pad-covered area which will be cleaned regularly in order to minimize odor problems.
- \_\_\_\_\_ 14. I understand it is my responsibility to dispose of the animal's feces properly.
- \_\_\_\_\_ 15. I understand I must dispose of animal waste directly in an outdoor garbage dumpster and never in the building's trash cans or other disposal containers on university property.
- \_\_\_\_\_ 16. I understand that litter box litter may not be disposed of in university toilets or other drains. If litter is found in toilets or drains, I will be liable for all costs to repair plumbing and other related damage.
- \_\_\_\_\_ 17. I understand that when I take the animal outside, it is my responsibility to remove feces from university grounds, disposing it in an outdoor garbage dumpster. I agree to carry appropriate disposal tools (e.g., shovel, plastic bags) with me at all times when taking the animal outside onto university property. Also I understand that the animal cannot dig in the outside areas causing damages to the grounds.
- \_\_\_\_\_ 18. I understand that at all times the animal must be maintained in a manner that does not disturb other residents due to noise (barking, continuous growling, howling), odor, etc.  
**If this occurs I understand I will be notified by University Housing & Residence Life and be given 2 days to remove the animal from the residence halls.**
- \_\_\_\_\_ 19. I understand I must be responsive to complaints about the animal from residents and, in the event a formal grievance is filed with the Department of Residence Life, a review will be held and the decision to allow the animal may be revoked or altered.  
**If revoked, I will be given 2 days to remove the animal from the residence halls.**

- \_\_\_\_\_ 20. I understand I am responsible for keeping the animal contained, removed or under control when maintenance personnel enter my residence hall room for improvements or repairs. When placing work orders, I will note that an Assistance Animal is in my room. **When I am not present in my room the animal must be in a crate or cage.**
- \_\_\_\_\_ 21. I understand the animal will never be left alone outside my residence hall room and will not be tied to any fixed object anywhere outside my residence room.
- \_\_\_\_\_ 22. Animals cannot be left unattended overnight for any reason. If the owner must be away, they must either take the animal with them or make arrangements for them to be cared for elsewhere (at an off-campus location or kennel-at the student's expense), this does not include other residence halls rooms. This includes weekends and breaks.
- \_\_\_\_\_ 23. In the event of an emergency or evacuation you must take the animal with you. If you are not present and cannot be reached by phone the animal will be kenneled at your expense. If a kennel cannot be secured, Animal Control will be contacted to remove the animal from the building. We will make an attempt to contact your local and other emergency contact.
- \_\_\_\_\_ 24. I understand that, in the event the animal causes harm to an individual, the Department of UH&RL may require the animal to be removed from campus immediately, pending a review. I understand that should this occur, I will make immediate alternative arrangements for my animal. I also understand that I am responsible for the harm caused to others by my animal (bites, scratches, damaged property, etc.).
- \_\_\_\_\_ 25. I understand that if I am asked to make alternative living arrangements for the animal for any reason, and the designated alternate animal owner resides out of town/state, I will employ the services of a kennel or a local off campus acquaintance, until such time as the transfer of responsibility can occur.
- \_\_\_\_\_ 26. I understand that enforcement of this agreement will be handled by my hall staff and the Department of University Housing & Residence Life.
- \_\_\_\_\_ 27. I understand all complaints and concerns regarding my animal will be addressed to and logged by a Professional Staff Member, who will respond to these complaints and concerns.
- \_\_\_\_\_ 28. I understand my hall staff has the authority to issue sanctions for complaints and concerns mentioned above.
- \_\_\_\_\_ 29. I understand that my animal is not allowed to be in any area of the residence hall (i.e. kitchen, lobby, study room, computer lab, workout room, study room, etc.) except my bedroom.
- \_\_\_\_\_ 30. I agree that Texas A&M University-Kingsville shall not, under any circumstances, be held liable for any personal injury or damages caused by the animal. I hereby agree to indemnify and hold Texas A&M University-Kingsville, The Department of University Housing & Residence Life, Student Health & Wellness and The Texas A&M

University System harmless from all payments, expenses, costs, attorney's fees, and all claims and liabilities for losses or damages to property or injuries to persons caused wholly or in part by, or resulting from, the animal which will be living with me in my assigned residence at Texas A&M University-Kingsville.

***While the university does not require you to obtain insurance for your animal, it is strongly encouraged for your protection.***

I have read and agree to the above Assistance Animal Owner's Agreement. I further agree to complete and return the Animal Owner's Registration and Record Form Guidelines **prior** to bringing the animal onto University property.

Student's Name: \_\_\_\_\_ K#: \_\_\_\_\_

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Assigned Hall: \_\_\_\_\_ Room #: \_\_\_\_\_

Academic Year: \_\_\_\_\_

**Required Documentation:**

Picture of Animal Submitted: YES NO

Vaccination Records Submitted: YES NO

**Optional Documentation:**

Copy of Renter's Insurance with Animal Liability Rider Attached: YES NO

**Emergency Contact Information**

Local Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Other Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_