

San Francisco State University
Student Housing License Agreement
Emotional Support Animal Addendum

This addendum is entered into between the Trustees of the California State University by San Francisco State University and the individual whose name appears below, hereinafter called "Licensee."

This addendum to the License Agreement presents the terms and conditions which a San Francisco State University student agrees to when maintaining an approved Emotional Support Animal (ESA) within University Housing. This addendum is in addition to the License Agreement and does not alter any obligations in the License Agreement.

Licensee Information

Last Name	First Name	Middle Name
University ID#		
Email Address	Telephone Number(s)	

An ESA is an animal that provides emotional, cognitive, or other similar support to a person with a disability to assist them in managing the symptoms of their disability. ESAs are also referred to as comfort animals or support animals. For the Licensee to maintain an approved ESA within University Housing, Licensee and University Housing hereby agree to adhere to the terms and conditions set forth in the Student Housing License Agreement Terms and Conditions, Policies and Regulations, and the "Emotional Support Animal Addendum" set forth below. This addendum is valid during the time indicated in the Student Housing License Agreement Terms & Conditions and legally obligates the Licensee to full compliance.

Requirements:

1. **Documentation:** Prior to the ESA's arrival to the community, University Housing requires the following:
 - a. **DPRC Approval** – Appropriate written approval from the Disability Programs & Resource Center (DPRC) for each animal. DPRC can be reached at dprc@sfsu.edu or (415) 338-2472.
 - b. **Proof of vaccination** – The ESA must have all required vaccinations. All vaccination records must be uploaded to the Student Housing Portal each year. Housing reserves the right to request an updated verification at any time during the animal's residency.
 - c. **Current Photograph** – A current photograph of the animal be used by staff for identification purposes. This photograph will be submitted via the Student Housing Portal.

- d. **Registration (if applicable)** – Register animal with the City and County of San Francisco if applicable.

2. ESA Behavior:

- a. The ESAs behavior, noise, and waste must not exceed reasonable standard for a well-behaved animal and these factors should not create unreasonable disruptions for residents or University Housing staff. This includes the following:
- No excessive barking, whining, squawking, scratching, chewing, or aggression.
 - The animal must be under the control of the resident, such as on a leash or in a carrier, when being transported. The resident is responsible at all times for the actions of his or her animal.
 - The animal shall not disturb, annoy, or cause any nuisance to other members of the community. Residents are responsible for any odors, noise, damage, or other conduct of his or her animal that disturbs others or damages the premises.
 - Caged animals are to be kept in appropriate cages with flooring and liner to prevent any damage to the floors and to allow sanitary removal of pet waste.
- b. The ESA shall be house trained and able to use appropriate methods for waste elimination. It is the Licensee's responsibility to immediately remove feces or any other form of waste from campus grounds, dispose of them in a sealed plastic bag, and then place that bag directly in a dumpster.
- c. University Housing reserves the right to ask resident to remove the ESA from the community if they pose a direct threat to the health and safety of others, cause substantial damage to the property of others, pose an undue financial and administrative burden, or fundamentally alter the nature of University Housing operations.

3. ESA Health and Well-Being:

- a. Animals' cleanliness must be maintained, and they must be housebroken and well-groomed. If the animal has fleas, the Licensee may be responsible for all charges resulting from cleaning the damages.
- b. ESA must wear identification tags with the Licensee's contact information including animal name, Licensee's name, and phone number.

4. Licensee Responsibilities:

- a. Licensee shall be responsible for, indemnify and hold harmless University Housing, from and against any and all liability, expense, claim, costs, suits or damages of every kind, nature and description arising from any property damage or personal injury caused directly or indirectly by the animal.
- b. Licensee is responsible for the animal's wellbeing included, but not limited to, regular feeding, watering, bathing, grooming, flea/tick treatment and veterinary care.
- c. The Licensee will always maintain control of the animal.
- d. ESAs are not permitted in any public common spaces within the residence community, including community/shared bathrooms, lounges, dining rooms, indoor recreational rooms, and study rooms.

- e. ESA may not be left overnight in University Housing to be cared for by another individual and must be taken with the Licensee if they leave campus for a prolonged period. ESA must not be left in the residential community so long that they are not able to appropriately relieve themselves or access food and water.
- f. During the Licensee's absence from the assigned space due to class and/or work, the approved animal must be contained and/or crated. The animal should not be left alone for extended periods of time in a resident's room or apartment (more than 10 hours). If an ESA is left alone in a room or apartment for an extended period and is not being properly cared for, Residential Life will contact the resident or their emergency contact to remove the animal. If this is not successful, University will notify the local Animal Control and shall have the right to have the animal removed.
- g. The Licensee is responsible for property damage, cleaning, and pest control charges that are above and beyond normal pest issues, cleaning and routine wear and tear. This includes costs that are assessed while occupying the assigned space and those that are assessed after vacating the residential community. University Housing shall have the right to bill the student's account for these charges.
- h. The Licensee must notify University Housing in writing if the animal or ESA is no longer needed or is no longer in residence.
- i. In the event of other residents with allergies or conflict due to the animal's presence, the Licensee and ESA or the room/apartment-mate may be relocated.
- j. The Licensee agrees to continue to abide by all other residential policies. An exception to a policy that otherwise would prohibit having an animal **does not**:
 - Allow other animals besides the approved animal in the apartment.
 - Constitute an exception to any other University Housing policy.
- k. Should the ESA be removed from the premises for any reason, the Licensee is expected to fulfill their Housing obligations for the remainder of the contract.
- l. University Housing is not responsible for loss or damage in the event the animal escapes.
- m. If University Housing discovers any sign of abuse or mistreatment of the animal, University Housing may mandate immediate removal of the animal up to and including contacting Animal Control.

5. **Emergency procedures:**

- a. Licensee is responsible for the care of their ESA in the event of an evacuation.
- b. If a licensee is transported off campus due to medical reasons, mental health crisis, or arrest, the following stipulations apply:
 - Licensee must provide a local off-campus emergency contact on the housing portal who may be called if the Licensee is incapacitated and unable to care for the animal.
 - Animal Control may be contacted at the discretion of the University to care for the animal at Licensee's expense.

6. **Accountability:** If a resident with an ESA violates the resident responsibilities as defined in this document, the following actions may be taken by Residential Life and University Housing.

- Investigation process
- Written warning
- Joint conduct meeting with Residential Life and DPRC
- Removal of ESA/revocation of approval of animal
- Cancellation of License Agreement
- Damage charges applied to resident's account

7. **Animal Removal:**

- Consistent with federal, state, and local law, an ESA may be prohibited from a housing facility or program if the animal's behavior or presence poses a direct threat to the health or safety of others.
- An ESA may be excluded from areas where its presence fundamentally alters the nature of a program or activity, if the animal is disruptive, if its presence would result in the substantial physical damage to the property of others, or if it substantially interferes with the reasonable enjoyment of the housing or public accommodation by others.
- The Licensee may be asked to remove the animal from University Housing if the Licensee or animal fails to comply with this policy.

ESA ANIMAL INFORMATION

Name: _____ Animal Type: _____

Weight: _____ Age: _____

Color: _____ Veterinary Information: _____

I, _____, do hereby understand and agree to the aforementioned policies and requirements in the Emotional Support Animal Addendum. Additionally, I acknowledge and agree that failure to comply to these policies and requirements may result in the loss of my privilege to have an animal live on the property.

Licensee Signature	Date
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