



CALIFORNIA STATE UNIVERSITY  
**LONG BEACH**

**Housing & Residential Life**

**Assistance Animal Addendum**

Licensee Last Name	Licensee First Name	MI	University ID	License Period

This addendum is entered into between the Trustees of the California State University by CSU Long Beach, hereinafter called “CSULB” or “University” and the individual whose name appears above, hereinafter called “Licensee.”

In consideration for Licensee to maintain an Assistance Animal within Housing & Residential Life (HRL) buildings, Licensee and University hereby agree to adhere to the terms and conditions set forth in the Housing & Residential Life License Agreement (“License Agreement”) and the requirements set forth below. This addendum is valid during the license period indicated above during the time frame outlined in Section II of the License Agreement. Permission for reinstatement of this agreement in future occupancy terms must be requested at the time the new license agreement is signed and will require an approved request from the Bob Murphy Access Center (BMAC). All terms of the License Agreement not explicitly altered by this addendum remain in force.

The University recognizes the importance of “Assistance Animals” under the Fair Housing Act that provide emotional support to individuals with disabilities. CSULB is committed to allowing Assistance Animals necessary to provide individuals with disabilities equal opportunity to use and enjoy the residence halls. This agreement explains the specific requirements applicable to an individual’s use of an Assistance Animal in University Housing. CSULB reserves the right to amend this Agreement as circumstances require. This Agreement applies solely to “Assistance Animals” which may be necessary the residence halls. It does not apply to “service animals” as defined by the Americans with Disability Act Amendments Act.

**Definitions**

**A. Assistance Animal**

“Assistance Animals” are a category of animals that may work, provide assistance, or perform physical tasks for an individual with a disability and/or provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADAAA. Some Assistance Animals are professionally trained, but in other cases Assistance Animals provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as Assistance Animals, but any animal can serve a person with a disability as an Assistance Animal. It is important to note that animals that may be needed because of a disability may be identified by various names. For example, an individual may identify the animal as a companion animal, therapy animal, or emotional support animal.

**B. Licensee**

The Licensee is the individual who has requested the accommodation and has received approval to bring an Assistance Animal into the residence halls.

**Access to University Facilities by Assistance Animals**

**A. Assistance Animals**

An Assistance Animal must be contained within the Licensee’s privately assigned individual room except to the extent the Licensee is taking the animal out for natural relief. When an Assistance Animal is outside the private individual living accommodations, it must be in an animal carrier or

controlled by a leash or harness. Assistance Animals are not allowed in any University buildings or facilities (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.). other than the residence halls.

## **B. Domain and Control**

Notwithstanding the restrictions set forth herein, the Assistance Animal must be properly housed and restrained or otherwise under the dominion and control of the Licensee at all times. No Licensee shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University Housing.

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

The Licensee is solely responsible for the custody and care of the Assistance Animal and must meet the following requirements: *(Please initial each)*

#### **A. General Responsibilities**

\_\_\_\_\_ 1. The Licensee must abide by current city, county, and state ordinances, laws, and/or regulation pertaining to licensing, vaccination, treatment, care, and other requirements for animals. It is the Licensee'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. Licensee must register their Assistance Animal with HRL through completing and signing the Animal Registration Form and attaching it to this agreement.

\_\_\_\_\_ 3. If outside the Licensee's room, Assistance Animals must be under supervision; placed in an appropriate carrier or controlled by leash or harness; and wear/be labeled with identification tags with contact information and (if applicable) vaccination information.

- a) Assistance Animals are not permitted in the Service Centers, common space, or shared student living areas (including shared space within a suite).

\_\_\_\_\_ 4. The Licensee agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the Assistance Animals does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.

\_\_\_\_\_ 5. The Assistance Animal must be spayed or neutered. A copy of the veterinarian's report must be on file with HRL.

\_\_\_\_\_ 6. The Assistance Animal is allowed in the residence hall only as long as it is necessary because of the Licensee's disability. The Licensee must notify BMAC and HRL in writing if the Assistance Animal is no longer needed or is no longer in the residence. To replace an Assistance Animal, the new animal must be necessary because of the Licensee's disability and the Licensee must follow approval procedures when requesting a different Assistance Animal, including filing a new addendum.

\_\_\_\_\_ 7. The individual must provide written consent for BMAC/HRL to disclose information regarding the request for an presence of the Assistance Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, HRL 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.

\_\_\_\_\_ 8. Licensee is responsible for ensuring that the Assistance Animal does not interfere with the routine activities of the residence hall or cause difficulties for students who reside there. If there is a concern, it will be the Licensee's responsibility to address and rectify the issue. (Licensee can request for HRL staff to assist.) Sensitivity to residents with allergies and to those who fear animals is important to ensure the peace of the residential community.

\_\_\_\_\_ 9. The Licensee must comply with the Student Code of Conduct, Resident Handbook, and License Agreement. An exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

\_\_\_\_\_ 10. HRL staff may ask the Licensee to produce this signed agreement or Assistance Animal verification at any time as verification of approval to have the Assistance Animal.

## **B. Health and Wellbeing Responsibilities**

\_\_\_\_\_ 1. The Licensee is responsible for the animal's wellbeing including, but not limited to, regular food and water, regular attention and exercise, daily assessment of general health and welfare, regular bathing and grooming, flea/tick treatment, and veterinary care. It is not the responsibility of other residents or University staff to watch or care for the animal.

\_\_\_\_\_ 2. The Licensee is responsible for ensuring that the Assistance Animal is contained, as appropriate, when the Licensee is not present during the day while attending classes or other activities.

- a) The Assistance Animal must be crated when in the Licensee's residence hall room when the Licensee is not present in the residence hall room, in order for maintenance and other University personnel (i.e., Fire Protection) to enter the room to perform emergency and other administrative tasks.)
- b) If the owner is present at the time, the animal should be caged, crated, or removed from the space during the time personnel are in the space. The University and HRL are not liable if an animal escapes during one of these visits
- c) Licensee will take all reasonable precautions to protect University staff, residents and their guest(s), as well as the property of the University and other residents.

\_\_\_\_\_ 3. Assistance Animals must have all veterinarian recommended vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is required to be on file before moving in. University reserves the right to request an updated verification at any time during the animal's residency. Los Angeles County Animal Care and Control recommends the following:

- a) Canine: DHLPP, Bordetella, Rabies
- b) Feline: FVRCP, Rabies

\_\_\_\_\_ 4. The Licensee is required to ensure the animal is well cared for at all times. Any evidence of mistreatment, neglect, or abuse may result in immediate removal of the Assistance Animal and/or student conduct referral for the responsible individual.

\_\_\_\_\_ 5. Assistance Animals may not be left overnight in the residence halls to be cared for by any individual other than the Licensee. If the Licensee is to be absent from their residence hall overnight or longer, they must take the animal with them, or make arrangements for the animal to be cared for off campus. Per HRL policy, issued keys/access cards are only for use by the assigned resident. Licensee is not permitted to loan their key/access card or otherwise allow any other individual to access their room.

\_\_\_\_\_ 6. All Assistance Animals must be housed in acceptable conditions within the Licensee's room (i.e. appropriately sized crate/carrier).

\_\_\_\_\_ 7. The owner will notify HRL staff (i.e., RA, Service Center staff, administrative staff, etc.) if Assistance Animal has escaped its confines.

\_\_\_\_\_ 8. CSULB 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.

\_\_\_\_\_ 9. The owner will provide HRL with the name and emergency contact information of an individual who will be on call to remove and care for the animal in the event that the owner is unable to care for the animal. If the emergency contact is not able to assume responsibility for the animal, animal control will be contacted to remove the animal.

### **C. Animal Cleanliness Responsibilities**

\_\_\_\_\_ 1. The Licensee is responsible for properly containing and disposing of all animal waste (defined as feces and/or litter box/wood chips/bedding and contents) in a safe and sanitary manner.

- a) Litter boxes, cages, crates, and enclosures should be cleaned properly and regularly.
  - a. Cleaning should take place in an appropriate area and requires first that all waste and debris be discarded in the proper manner prior to rinsing the litter box, cage, crate, or enclosure. Indoor animal waste must be placed in a sturdy plastic bag and tied securely before being disposed of immediately in outside trash dumpsters.
  - b. Cleaning should not take place in the sinks, showers, or other areas of the suite/hall restroom. Cleaning of the Assistance Animal enclosure will take place at designated hose connections on HRL property adjacent to grassy areas. During the cleaning procedure, the Assistance Animal must remain in a secure location (i.e. extra enclosure, sack, box, etc.)
  - c. In the room, litter boxes, cages, crates, and enclosures should be placed on mats so that feces and urine are not tracked or leaked onto flooring or other surfaces.
- b) Outdoor animal waste, such as dog feces, must be immediately retrieved by owner, placed in a sturdy plastic bag, and securely tied before being disposed of in outside trash dumpsters.
  - a. Animal must be housebroken and trained not to relieve itself indoors.
- c) Animal feces may not be disposed of in any indoor or small outdoor trash receptacle or through the sewer system inside any building.

\_\_\_\_\_ 2. Regular and routine cleaning of floors, kennels, crates, cages, and litter boxes must occur. The odor of an animal emanating from the residence hall room is not acceptable.

- a) Licensee must address animal accidents immediately using appropriate cleaning products.
- b) Any bathing of the animal must occur off campus.

\_\_\_\_\_ 3. An individual with a disability may be charged for any damage caused by their Assistance Animal beyond reasonable wear and tear to the same extent that HRL charges other individuals for damages beyond reasonable wear and tear. Licensee is financially responsible for the actions of the Assistance Animal including bodily injury, or cleaning needs or property damage including but not limited to any replacement of furniture, carpet, drapes, or wall covering, etc. The

owner is expected to cover these costs upon repair and/or move-out.

\_\_\_\_\_ 4. Licensee's residence may be inspected for fleas, ticks, or other pests once per semester or as needed. HRL staff will schedule the inspection. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by an HRL-approved pest control service. The owner will be billed for the expense of any pest treatment above and beyond normal required pest management not related to the Assistance Animal.

- a) Animal owners are encouraged to take precautionary measures such as: flea and tick medications as prescribed by a veterinarian, flea and tick prevention collars, and/or regular bathing with flea and tick shampoos. Not all of the precautions listed above can guarantee the prevention of flea or tick infestation.

\_\_\_\_\_ 5. The Licensee must fully cooperate with University personnel with regard to meeting the terms of the Addendum 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.).

#### **D. Additional Responsibilities (if applicable)**

\_\_\_\_\_ 1. Keeping of live food is not permitted in the residence halls. Feeding of the Assistance Animal should take place immediately after purchase of the live feed.

#### **Acknowledgements**

1. Non-retaliation Provision - CSULB will not retaliate against any person because that individual has requested or received a reasonable accommodation, including a request for an Assistance Animal.
2. CSULB will not ask for or require an individual with a disability to pay a fee or surcharge for an approved Assistance Animal.
3. HRL has the ability to relocate Licensee and Assistance Animal as necessary per the License Agreement.
4. Dangerous, poisonous, and/or illegal animals are not permitted.
5. Assistance Animal must possess friendly and sociable characteristics. The University and HRL reserve the right to restrict a specific animal from the premises based on any confirmed threatening, aggressive, or territorial behaviors.
6. Roommate(s) of the Licensee must sign this agreement acknowledging that an Assistance Animal will be in residence with them. In the event that one or more roommates do not approve of living with an animal, either the Licensee and Assistance Animal or the non-approving roommate(s), as determined by the Housing and Residential Life staff, may be moved to a more suitable location.
7. If a new resident moves into the Licensee's room, or the Licensee transfers rooms within University Housing, this agreement must be reviewed and completed in advance. An HRL staff member must be present for the completion of this document.

#### **Removal of Assistance Animal**

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

1. the Assistance Animal poses a direct threat to the health or safety of others, or does harm to an individual;
2. the Assistance Animal causes substantial property damage to the property or others;
3. the Assistance Animal's presence results in a fundamental alteration of a University program;
4. the Licensee does not comply with the Licensee's Responsibilities set forth above; or

5. the Assistance Animal or its presence (behavior, noise, odor, waste) creates an unmanageable disturbance or interference to residents and/or staff.

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.

Should the animal be removed from the premises for any reason, the Licensee is expected to fulfill their housing obligations for the remainder of the housing license agreement.

### **Acknowledgement and Release of Information Consent Form**

By my signature below, I verify that I have read and understand the Assistance Animal Addendum and I agree to abide by the requirements applicable to Assistance Animals. I understand that if I fail to meet the requirements set forth in the Policy, CSULB has the right to remove the Assistance Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing license agreement.

I furthermore give permission to BMAC and HRL to disclose to others impacted by the presence of my Assistance Animal (e.g. HRL staff, potential and/or actual roommate(s), suitemate(s), or neighbor(s)) that I will be living with an animal as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the Assistance Animal and/resolving any potential issues associated with the presence of the Assistance Animal.

This addendum shall be incorporated into License Agreement as though fully set forth therein and applies to any break license agreements signed throughout the license period (winter break, spring break).

\_\_\_\_\_  
Licensee - Printed Name

\_\_\_\_\_  
Building and Room Number

\_\_\_\_\_  
Licensee - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HRL Director/Designee

\_\_\_\_\_  
Date

### **Roommate Acknowledgment**

By my signature below, I acknowledge that I have read the above addendum and understand that I will share 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 Assistance Animal, I will discuss my concerns with the animal's Licensee and then with my Residential Coordinator or Area Coordinator if the Assistance Animal Licensee and I cannot come to an agreement.

\_\_\_\_\_  
Resident's Printed Name

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Resident's Printed Name

\_\_\_\_\_  
Signature and Date