Service/Emotional Support Animals  
General Policy Statement for Residents with Disabilities

The Department of Residence Life is committed to ensuring that residents with disabilities who use service or emotional support animals have the opportunity to receive the benefit of the work or tasks these animals perform or the therapeutic support they provide in accordance with the requirements of State and Federal laws and University policy.

Residents with disabilities who are requesting the possession and use of service or emotional support animals in University housing are advised to review the all residence life policies for information on the definitions of service and emotional support animals, the rights and responsibilities of animal owner/handlers on campus, the conditions under which service and emotional support animals may be removed from University facilities, the management of conflicting accommodations, and the grievance procedures regarding service and emotional support animals. General inquiries regarding student and visitor use of service or emotional support animals on campus may be addressed to:

Disability Resource Center (DRC)  
Communication Building, Room 105  
P.O. Box 10087  
Beaumont, Texas 77710  
Phone: (409) 880-8347  
Fax: (409) 880-2225  
Email: drc@lamar.edu

Inquiries regarding the possession and use of service or emotional support animals in University housing may be addressed to:

Department of Residence Life  
Gentry Hall, Room 100  
Box 10040  
Beaumont, Texas 77705  
Phone: 409-880-8550  
Fax: 409-880-8522  
Email: housing@lamar.edu

Service/Emotional Support Animal Registration Procedure

Students with disabilities planning to reside with service animals in University housing are asked to notify the Department of Residence Life (housing@lamar.edu) of their animals in advance of their arrival on campus. If it is unclear to Residence Life staff that an animal is a service animal, the owner/handler may be referred to DRC for the permissible inquiries to determine whether the animal is a service animal. The responsibilities of service animal owner/handlers in the residence halls are consistent with the responsibilities found at lamar.edu/drc.
Residents with disabilities who are requesting the possession and use of an emotional support animal in Lamar University student housing must complete the following procedure:

1. **DRC Registration.** The owner/handler of an emotional support animal must follow the steps below. Service animal owners/handlers can also find registration procedures below but are not required to register with the DRC. If it is not apparent the animal is a service animal, a referral may be made to the DRC for further clarification.
   a. Complete a DRC Accommodation Request Form and gather supporting documentation (see documentation guidelines).
   b. Schedule an appointment with DRC Director/Associate Director to discuss accommodation request. DRC approval is required for residents with disabilities to possess emotional support animals in the residence halls.

2. **Housing Registration.** Service animal and emotional support animal owners/handlers the owner/handler must complete and submit the forms below to the Department of Residence Life. Emotional support animal owners/handlers should complete this step only after approval is received from the DRC.
   a. Service/Emotional Support Animal Owner’s Agreement
   b. Animal Owner’s Registration and Record Form
   c. Current vaccination records
   d. A photograph of the animal

These forms can be found on the Housing and Residence Life website, lamar.edu/residencelife, under the “Policies and Forms” page. The student must submit these forms at least fifteen (15) business days prior to the date the owner/handler intends to move in. The photograph is used to identify and locate the animal in the event of an emergency or other circumstance in which the animal is missing or separated from its owner/handler. The Director of Residence Life will email you when your Accommodation request has been approved.

**Owner/Handler’s Responsibilities in University Housing**

The responsibilities of emotional support animal owners/handlers are detailed in the Service/Emotional Support Animal Owner’s Agreement Form, posted at lamar.edu/residencelife. The owner/handler must abide by the terms and conditions of the agreement form. Violations of the agreement may result in the imposition of financial charges and/or the removal of the comfort/Emotional Support Animal from University housing, as detailed in the agreement form.

**Exclusion or Removal of Service/Emotional Support Animals from University Housing**

A service or emotional support animal may be excluded or removed from University housing if it constitutes a substantial or fundamental alteration to the nature of housing services and/or operations, is shown to present a threat to physical or mental health of others, or meets one of the other exclusionary criteria detailed on the DRC website. Removal can occur if the owner/handler is found in violation of the Service/Emotional Support Animal Owner’s Agreement.
When a service or emotional support animal is excluded or removed from University housing pursuant to this policy, the Department of Residence Life shall provide the resident with a disability the opportunity to participate in housing services without having the animal on the premises.

**Identifying Room Signage**
After approval for a service/emotional support animal has been received from both the DRC and the Department of Residence Life, the Department of Residence Life will provide signage to be placed outside of that resident’s room, notating that a service/emotional support animal is present. The sign will state “Approved Service or Emotional Support Animal Inside” and should be posted on the door directly above the lock by the resident. This signage will be used to inform employees that will enter the room for maintenance/custodial or welfare checks are aware to use extra caution and to not report the resident for violation of the pet policy.

If the resident were to move to a different room, it is the resident’s responsibility to relocate the signage to the new location. It is also the resident’s responsibility to return the signage to the Office of Residence Life in Gentry Hall when he/she moves out.

**Conflicting Accommodations**
Residents in University housing may have allergic or phobic reactions to service or emotional support animals. Such reactions may qualify as disabilities. In cases of conflicting accommodations, the Department of Residence Life will consider the needs of both the resident with a service or emotional support animal and the resident with an allergic or phobic reaction to the animal in meeting the obligation to reasonably accommodate both parties in an effective and expeditious manner. Residents requesting accommodations for allergic or phobic reactions to service or emotional support animals in University housing should notify the Director of Residence Life of their concerns and, as necessary, contact the Disability Resource Center (DRC). The form “Request for Housing Disability Accommodation” form can be found on the Residence Life website (www.lamar.edu/residencelife/) under the “Policies and Forms” page.

**Grievance Procedure**
Residents will be given an opportunity to remedy the complaint or issue at hand before moving on to the process of removal or exclusion of a service animal or emotional support animal. A resident grieving the exclusion or removal of a service or emotional support animal from Cardinal Village University housing pursuant to this policy is referred to the Director of Residence Life and to the Disability Resource Center (DRC) for guidance and/or assistance in filing a grievance. In such a grievance, the grieving authority is the Director of Residence Life.
Emotional Support Animal
Owner Agreement
Lamar University
Terms and Conditions

As an approved emotional support animal (hereafter ESA) owner, you must agree to abide by the following responsibilities and policies, which will allow you to possess and maintain an ESA in your assigned housing space.

(Initial each item in Agreement)

1. _____ I understand that any and all damages and subsequent needed repairs or replacements due to the ESA, 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.
   a. _____ An initial inspection of the residence hall apartment (prior to ESA arriving) is required to assess room condition. A monthly health and safety, and damage assessment will occur and be documented by Housing & Residence Life. As owner of the ESA, I agree to be present for the initial assessment and each monthly assessment.

2. _____ I understand I may only have the approved ESA in my assigned housing space. I understand that I may not have any additional ESA in my assigned housing space other than the ESA for which I have been approved.

3. _____ I understand that I must properly maintain the hygiene, health and vaccination(s) of my ESA:
   a. _____ I understand my ESA must have all required vaccinations up-to-date and on file each year with a licensed veterinarian and with the Office of Housing & Residence Life.
   b. _____ I understand that to minimize the possibility of pest and allergy problems, I am required to utilize a veterinarian-recommended pest control program in my assigned housing space.
   c. _____ I understand that it is my responsibility to ensure that all paperwork is up-to-date and on file, according to expiration dates on vaccinations and on the registration form I am submitting to Housing & Residence Life.

4. _____ I understand my ESA must wear a collar with a current rabies tag at all times.

5. _____ I understand that the ESA will be maintained under standard restraints such as a collar or leash or carrying case when in transit to the outdoors or through public areas. ESA will be confined only to my specifically assigned apartment when not in transit. I agree that the ESA must be taken out of the building by way of the shortest direct path.

6. _____ I understand the expectations concerning the care and feeding of the ESA, including, but not limited to:
   a. _____ I understand that I must feed and provide water for the ESA inside my apartment; I understand that food and water for the ESA is not to be left outside my residence hall apartment at any time.
   b. _____ I understand that the ESA must be housebroken. Documentation from a licensed veterinarian is required that the ESA is housebroken. Documentation should be provided to the Office of Housing & Residence Life prior to arrival of ESA to the apartment. I understand that, inside my assigned residence, “as appropriate”, I must provide the necessary litter box or a newspaper-covered cage which should be cleaned regularly in order to minimize odor problems.
c. _____ I understand that the ESA should be caged when I am not in the apartment. In addition, I understand the ESA’s feces must be disposed of properly and will be my responsibility. I understand I must dispose of waste directly to an outdoor garbage dumpster and never into the building’s garbage cans and not into the small trash cans available on Lamar University property.

d. _____ I understand that when I take the ESA outside, it is my responsibility to remove feces from Lamar University grounds, dispose of it in a plastic bag, and then place that bag in an outside garbage dumpster. I agree to carry appropriate disposal tools (i.e. plastic bags) with me at all times when taking the ESA outside onto Lamar University property.

c. _____ I understand that at all times the ESA must be maintained in a manner that does not disturb other residents due to noise, odor, allergies, etc. I understand I must be responsive to complaints from residents, and further that, in the event a formal complaint is filed with the Office of Housing & Residence Life, a review will be held and the decision to allow the ESA may be revoked or altered.

7. _____ I understand I am responsible for keeping the ESA contained, removed or under control when expecting maintenance personnel to enter my residence hall apartment for improvement or repairs. When placing work order, I will note on the work order that an ESA is in my apartment so maintenance can make arrangements to complete the work order.

8. _____ I understand the ESA will never be left alone outside my residence hall apartment, must be on a leash, and will not be tied to any fixed object anywhere outside my residence hall apartment.

9. _____ I understand that, in the event the ESA causes harm and/or displays aggressive behavior to an individual, the Office of Housing & Residence Life can require the ESA to be removed from campus immediately, pending a review to determine a formal solution. I understand that should this occur, I will make immediate alternative arrangements for my ESA.

10. _____ I agree that Lamar University shall not, under any circumstances be held liable for any personal injury or damages caused by the ESA. I hereby agree to indemnify and hold Lamar University harmless from all payments, expenses, costs, attorney’s fees, and all claims and liabilities for losses or damages to property or injuries to person caused wholly or in part by, or resulting from the ESA which will be living with me in my assigned residence hall apartment at Lamar University.

11. _____ I understand that enforcement of this agreement will be handled by the Director of Housing & Residence Life, as generally outlined in the ESA policy enforcement guidelines. I understand all complaints in regard to noise, odor, pests, allergies, threat and/or danger will be addressed to and logged by the Director of Housing & Residence Life, who will respond to these complaints and/or concerns. I understand that any disciplinary agent representing the Office of Housing & Residence Life has the authority to issue sanctions and/or terminate the ESA Owner’s Agreement for violations of the Agreement.
While Lamar University does not require you to obtain insurance for your ESA, it is encouraged for your protection.

I have read and agree to the above Emotional Support Animal’s Owner Agreement Form. I further agree to complete and return the Emotional Support Animal’s Owner Registration and Record Form and documentation from the licensed veterinarian that the ESA is housebroken *prior* to bringing the ESA onto University property.

Resident Signature: ___________________________   I#: _______________

Print Name: ___________________________________________

Employee Signature: ___________________________   Date: _______________

Print Name: ___________________________________________

Director of Housing & Residence Life Signature: ___________________________________________

Print Name: ___________________________________________

Type/Breed of ESA: ___________________________________________

Name of ESA: ___________________________________________

Assigned Residence Hall: ___________________________________________

Apartment Number: ___________________________________________
ESA Owner’s Registration and Record Form

Date of Initial Inspection of Apartment: ______________________________________________

Date ESA Approved for Residence Hall Apartment: _____________________________________

Date ESA Enters Apartment: ______________________________________________________

ESA Owner’s Name (print name): __________________________________L#: _____________

Type of ESA: ______________________________Breed: _______________________________

Weight/Height of ESA: ___________________________________________________________

Coloration: ____________________________________________________________________

This ESA is a (circle one)                    Service Animal                Emotional Support Animal

Name of ESA: __________________________________________________________________

Residence Hall Apartment Assignment: _______________________________________________

Apartment Number: ________________Owner Cell Phone: _____________________________

OPTIONAL: Copy of Renter’s Insurance with ESA Liability Rider Attached:   Yes No (Circle one)

☐ Required Color Photo of ESA Attached
☐ Required ESA Vaccination Certificate/Shot Record Attached
Included Date Record must be kept up to date and submitted every six months to update.

ESA Owner’s Signature: __________________________________________Date: ____________

Director of Housing &
Residence Life Signature: _____________________________ Date: _____________

Documentation Log:

Summary: ______________________________________________________________________

Summary: ______________________________________________________________________

Summary: ______________________________________________________________________

Summary: ______________________________________________________________________