

Emotional Support Animal (ESA) Policy

Reasonable Accommodations & Check-in Agreement

Property Address: _____

Tenant Names: _____

The tenant signing this form has certified in writing that they or a member of their household is a person with a disability. The animal has been determined to be an ESA animal under the reasonable accommodation procedure. The ESA is not considered a pet. However, unless otherwise agreed upon in writing, the following conditions apply:

ESA Check-in with Landlord

The tenant or applicant must check-in ESA animal with Landlord **BEFORE** it is housed at the property.

The following must be provided to complete the enrollment process.

- > _____ **Signed ESA Check-in Agreement (this form)**
- > _____ **Proof of inoculation (see Inoculations)**
- > _____ **Proof of Flea Treatment**
- > _____ **Proof that a male cat is neutered**
- > _____ **ESA requirement - ESA letter from a licensed mental health professional (see Example ESA Letter)**
- > _____ **A recent photograph and name of ESA**
- > _____ **Emergency Responsible Party Contact**

If an ESA animal dies or is removed from the tenant's apartment, the tenant must go through check-in process again before housing a new ESA animal on the premises.

Inoculations

Tenants must provide a certification signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating the ESA animal has received all inoculations required by applicable State and local law and as often as required by state and local law.

Sanitary Standards (tenant to initial each statement)

_____ Tenants are responsible for removal of animal waste and the proper disposal by securing the waste in a plastic bag and placing it in a garbage container. At no time is the ESA animal waste to be disposed of in the toilet. Furthermore, you should invest in a waste scoop and baggies. Landlords do the lawn care and shall not be responsible for removing waste from the lawn. Should Landlord(s) encounter the need to remove waste from lawn, there will be \$25 automatically deducted from your security deposit upon each occasion Landlord(s) perform the task of pet waste removal. You shall bag all waste before putting in trash. Should Landlord(s) discover waste is put in garbage without being bagged, \$25 shall be automatically deducted from your security deposit upon each incident and a written apology to city workers will be encouraged. Furthermore, should you discover other animals are defecating in the yard, you will be responsible for the removal of their waste as well because the presence of your animal brings the others to the area.

_____ Tenants are responsible to maintain a decent, safe, & sanitary unit.

ESA to be Maintained

The owner of the ESA animal is required to:

- provide care, feeding, and supervision of their animal;
- control the animal at all times;
- pay for damages caused by the animal;
- maintain the good health of the animal; and
- maintain flea and odor control.

The ESA animal shall be maintained and properly licensed and inoculated as required by local, county, or state statute, ordinance, or health code. Tenants shall comply with all municipals, city or county codes regarding ESA animal ownership. Tenants shall provide verification of license and inoculation of the ESA animal at check-in and annually. An ESA animal of vicious or dangerous disposition shall not be permitted within the property for any reason whatsoever. **Whenever an ESA animal constitutes a threat to the health or safety of other tenants, or otherwise creates a nuisance, which disturbs the rights, comfort, or quiet enjoyment of other tenants, which is reasonably documented in writing, the landlord shall request the removal of the offending ESA animal within ten (10) days.** Should the tenant feel that such request is unreasonable or without basis, the tenant may request a meeting with the landlord to discuss the request. The tenant is entitled to be accompanied at the meeting by a person of his or her choice. The tenant's failure to correct the situation, to request a meeting, or to appear at a scheduled meeting may result in initiation of procedures to terminate tenancy.

Protection of the ESA

As part of the registration process, the tenant will be required to provide the name, address, and phone number of one or more responsible parties who will care for the ESA animal if the tenant dies, is incapacitated, or is otherwise unable to care for the ESA animal. If the responsible party or parties are unwilling or unable to care for the ESA animal, or Landlord has been unable to contact the responsible party or parties, the appropriate State or local authority will be contacted to remove the ESA animal. If there is no State or local authority authorized to remove an ESA animal under these circumstances, Landlord will enter the unit and remove the ESA animal. Landlord will then place the ESA animal in a facility that will provide care and shelter until the resident or representative of the tenant is able to assume responsibility for the ESA animal, but not longer than 30 days. The cost of boarding the ESA animal shall be the responsibility of the tenant. If the tenant (or the tenant's estate) is unable or unwilling to pay, the cost will be paid from the security deposit.

Emergency Responsible Party for ESA

Contact Name, Address, & Phone #: _____

By signing below, the ESA Owner acknowledges they agree to comply with the terms of this Agreement, federal regulations, and state & local law.

Tenant (ESA Owner) Print, Signature, & Date _____

By signing below, other Tenant(s) acknowledge they will be living with Tenant who is the owner of an ESA and that their security deposit could be held if there are damages or costs caused by the ESA, even though they are not the owners.

Other Tenant Print, Signature, & Date _____

Other Tenant Print, Signature, & Date _____

Other Tenant Print, Signature, & Date _____

Other Tenant Print, Signature, & Date _____

Landlord Print, Signature, & Date _____

It is unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person(s) with a disability equal opportunity to use and enjoy an apartment, including public and common areas.

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