

# Procedures for allowing Emotional Support Animals in Schmates Home Rentals LLC housing

## I. ESA REQUESTS

Schmates Home Rentals LLC does not permit pets in their rental properties per the lease agreement #15. Schmates Home Rentals LLC provides reasonable accommodations to Owners who have a documented disability. An ESA may be permitted to reside with their owner in the Owner's residence if:

1. An ESA is prescribed by a health care or mental health professional to an individual with a disability and is an integral part of the person's treatment plan. However, Schmates Rentals will not permit an ESA in the home that poses a threat to the health or safety of others; would cause substantial physical damage to property or to property of others; or results in a fundamental alteration of Schmates Home Rentals LLC guidelines.
2. The Owner has provided adequate documentation of disability to Schmates Home Rentals LLC. Schmates Home Rentals LLC has the right to request additional clarification or documentation of disability.
3. The Owner has completed the ESA registration and proper veterinary Care forms and provided the Oxford address at which he/she and the ESA plan to reside for the current lease period. These documents can be accessed through our website.

If an ESA is approved:

1. The Owner will receive a letter from Schmates Home Rentals LLC within 7 days of receipt of all required documentation indicating such approval but not containing any information regarding diagnosis or other Owner information.
2. The letter will be sent to the property manager.
3. The letter will also be sent to legal counsel for Schmates Home Rentals LLC.

Schmates Home Rentals LLC encourages Owners and their treatment providers to explore all other suitable reasonable accommodations other than having an ESA reside with the owner in a residence hall. When there is a compelling reason to permit the use of an ESA, Schmates Home Rentals LLC encourages Owners to use ESAs that are fish or other animals that can reasonably be caged or otherwise contained. In the case of a larger animal, **please consider the needs of the animal in relation to the size of the living space.**

Each request will be reviewed confidentially and on an individual basis. An ESA will be approved only in those instances in which the owner clearly demonstrates the ESA is necessary to provide the Owner with an equal opportunity to use and enjoy the home, and there is an identifiable relationship or nexus between the documented disability and the support the animal provides.

In no case will ESAs be permitted in Schmates Home Rentals LLC housing without the prior written authorization from the landlord after all of the required documentation has been received.

In all cases, the owner of the ESA and all of the tenants in the home are responsible for the animal's behavior. The tenants living in the home have signed a joint and several lease, which means not only are all tenants responsible for all rent payments, but all tenants are responsible for all damages incurred in the home.

The removal of any animal, as well as any necessary cleaning, repairs and/or pest control will be done at the expense of the owner who may also be subject to disciplinary action. Tenants are responsible for any damage or injuries caused by their animals and must take appropriate precautions to prevent property damage or injury. The cost of care, arrangements and responsibilities for the well-being of an ESA are the responsibility of the owner at all times. Schmates Home Rentals LLC strongly recommends that all tenants consult with their insurance carrier regarding potential liability and insurance to cover such risks.

## II. ESA STANDARDS

1. All required ESA immunizations must be up to date and on-file with Schmates Home Rentals LLC within 30 days of Move-In.
2. All required animal licenses must be up-to-date and on file with Schmates Home Rentals LLC within 30 days of Move-In.
3. A letter from a licensed mental health professional stating the need for an ESA and the service that the ESA provides for the owner must be on file with Schmates Home Rentals LLC within 30 days of Move-In.
4. Collars and identification tags and vests for dogs/cats must be worn at all times.
5. An ESA addendum provided by Schmates Home Rentals LLC must be signed by all tenants of the home where the animal will live within 30 days of Move-In.
6. All tenants of the home must provide proof of liability insurance to Schmates Home Rentals LLC prior to the animal entering the premises within 30 days of Move-In.
7. The ESA must be on a leash or in a cage /container at all times when outside the owner's home. An ESA must never be allowed to roam freely or be left outside the owner's home.
8. The ESA should respond to voice or hand commands at all times, and the owner must be in full control of the ESA. Owners are strongly encouraged to have **an established relationship with the ESA for at least six (6) months prior to bringing the ESA to campus.**
9. To the extent possible, the ESA should be unobtrusive to other individuals and the learning, living, and working environment.

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10. The owner must ensure that the ESA does not:
  1. Sniff people, or the personal belongings of others.
  2. Climb or rest on furniture.
  3. Display any behaviors or noises that are disruptive to others
4. Block an aisle or passageway for fire egress.

The owner must provide written consent for the accommodation coordinator to disclose information regarding the request for and presence of the ESA to those individuals who may be impacted by the presence of the animal including, but not limited to, 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.

11. The ESA must not disrupt others (e.g., barking continuously, growling, yowling, howling, crying, etc.). ESAs, which constitute a threat (perceived or otherwise) or nuisance to roommates, neighbors, or property, as determined by Schmates Home Rentals LLC, must be removed from campus within seven (7) days of notification. If Schmates Home Rentals LLC determines that the ESA poses an immediate threat, animal control may be summoned to remove the ESA. If the owner can address the behavior of the ESA and can change the behavior of the ESA so that the ESA does not have to be removed, then the owner must submit a written action plan to Schmates Home Rentals LLC. The action plan must outline the steps that will be taken to alleviate the problem(s) and must also state a deadline for curing the behavior. Any action plan must meet the approval of Schmates Home Rentals LLC.

12. An ESA must not be involved in any incident in which a person experiences the threat of or an actual injury as a result of the ESA behavior. All liability for the actions of the ESA (bites, scratches, damages etc.) is the sole responsibility of the owner. The owner is expected to take all reasonable steps to protect the community and the property of others.

13. The owner must notify Schmates Home Rentals LLC if the ESA escapes or is unable to be located within 8 hours.

14. Schmates Home Rentals LLC reserves the right to reassign the owner and the ESA to a different living space if it is determined that the owner's living space is not suitable for housing an ESA (e.g. insufficient space based on size/weight of ESA).

15. We request that the ESA at all times wear some type of commonly recognized identification symbol, identifying the animal as an ESA, but not disclosing the disability.

16. The animal is allowed in Schmates Home Rentals LLC housing only as long as it is necessary because of the owner's disability. The owner must notify Schmates Home Rentals LLC in writing if the ESA is no longer needed or is no longer in residence. To replace an ESA, the new animal must be necessary because of the owner's disability and the owner must follow the procedures in this Policy when requesting a different animal.

## III. ESA CARE STANDARDS

1. ESAs require daily food and attention, as well as daily assessment of their general health, behavior and overall welfare. Owners are responsible for attending to the ESA's daily needs. ESAs should also undergo routine maintenance including tick and flea prevention, de-worming and annual examinations.

ESAs cannot be left unattended overnight at any time.

2. If the owner must be away for an extended time, the owner must either take the ESA with them or arrange for it to be cared for outside of the Schmates home. If the owner is away from the home for a short period of time, the animal must be crated within the home. If the animal is on campus, the Owner must be in close proximity at all times, wearing the identifying vest that this is an ESA.

3. Schmates Home Rentals LLC personnel shall not be required to provide care or food for any ESA including, but not limited to, removing the animal during emergency evacuation. 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.

4. ESAs must be housebroken and the owner is responsible for properly disposing of the ESA's waste. Cleaning up after the ESA is the sole responsibility of the owner. In the event that the owner is not physically able to clean up after the animal, it is then the responsibility of the owner to hire someone capable of cleaning up after the animal. The person cleaning up after the animal must abide by the following guidelines:

- Always carry equipment sufficient to clean up the animal's feces whenever the animal is on campus.
- Properly dispose of waste and/or litter in dumpsters and exterior trash receptacles. **No ESA waste of any kind may be disposed of in any interior trash receptacles, sinks, toilets or drains.**
- Any cost incurred for cleaning up after the ESA is the sole responsibility of the owner.

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5. ESA accidents within the home must be promptly cleaned up using appropriate cleaning materials. Regular and routine cleaning of floors, kennels, cages and litter boxes is required. The odor of an ESA emanating from the owner's home is not acceptable.

6. Any flea infestation must be attended to promptly by a professional extermination company. Owners are urged to take precautionary measures such as: flea medications prescribed by veterinarians, flea and tick collars, and/or taking your animal to the veterinarian for flea and tick baths.

7. When the owner moves out of the home or is no longer housing the ESA, the home will be assessed to determine all damages, including those that can be attributed to the ESA. Schmates Home Rentals LLC reserves the right to conduct home inspections for the purpose of assessing damage caused by the ESA or otherwise determine the owner's compliance with these procedures.

8. The owner has an obligation to make sure that the living space is as clean as or cleaner than the original standard. If the living space has carpet, this also includes regular vacuuming and spot cleaning. Damages and extraordinary cleaning because of the ESA are the responsibility of the owner. Replacement or repair of damaged items will be the financial responsibility of the owner.

Failure to clean up after an ESA accident or to properly dispose of waste as required by these Procedures will result in a cleaning fee of \$150.00 per incident.

## IV. REMOVAL OF AN EMOTIONAL SUPPORT ANIMAL

Schmates Home Rentals LLC may require the individual to remove the animal from University housing if:

1. **The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others.**
  2. **The owner does not comply with the ESA Standards or ESA Care Standards;**
  3. **The animal or its presence creates an unmanageable disturbance or interference.**
- 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. The owner will be afforded all rights of due process and appeal as outlined in that process. Should the ESA be removed from the premises for any reason, the owner is expected to fulfill his/her lease obligations for the remainder of the lease contract.**

## VII. APPEAL PROCESS

Any owner who wishes to challenge a decision reached in the accommodation process such as the disability determination, appropriateness of an accommodation, service/assistance quality or an ESA restriction should first contact Schmates Home Rentals LLC.

## V. DEFINITIONS

### ESA EMOTIONAL SUPPORT ANIMAL

"Emotional Support Animals or ESAs" are a category of animals that may 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 ESAs are professionally trained, but in other cases ESAs provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as ESAs, but any animal may serve a person with a disability as an ESA.

### OWNER

The "Owner" is the individual who has requested the accommodation and has received approval to bring an ESA into Schmates Home Rentals LLC Housing.

\*Service Animal refers to "any dog (or in some cases miniature horse) that is individually, professionally trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition."

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## Emotional Support Animal (ESA) STANDARDS and Requirements for ESAs in a Schmates Home Rentals home:

- 1. All required ESA immunizations by a licensed veterinarian(with their letterhead) must be up to date(within 90 days), and on-file with Schmates Home Rentals LLC within 30 days of Move-In. \_\_\_\_\_ date \_\_\_\_\_
- 2. All ESA animals must be spayed or neutered by a licensed vet and proof (with their letterhead) provided to Schmates Home Rentals LLC within 30 days of Move-In. \_\_\_\_\_ date \_\_\_\_\_
- 3. All required animal licenses from Butler County, Ohio must be up-to-date and on file with Schmates Home Rentals LLC within 30 days of Move-In. \_\_\_\_\_ date \_\_\_\_\_
- 4. A letter from a licensed mental health professional stating the need for an ESA and the service that the ESA provides for the owner must be on file with Schmates Home Rentals LLC within 30 days of Move-In. \_\_\_\_\_ date \_\_\_\_\_
- 5. Collars and identification tags and vests for dogs/cats must be worn at all times.Please submit a picture of the ESA with the identification tags, license, and vests visible so that we may have a record. date \_\_\_\_\_
- 6. An ESA addendum provided by Schmates Home Rentals LLC must be signed by all tenants of the home where the animal will live within 30 days of Move-In. Initials of those signed \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, date \_\_\_\_\_
- 7. All tenants of the home must provide written proof of theirs or their parents' liability insurance to Schmates Home Rentals , LLC prior to the animal entering the premises (within 30 days of Move-In). Initials of those received \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, date \_\_\_\_\_
- 8. All tenants' parents of the home must complete the Parent Guarantor, sent with the first semester invoice and found on the website. Initials of those sent \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, date \_\_\_\_\_
- 9. Completed Veterinarian Verification Form signed and dated within 60 days of Move in. date \_\_\_\_\_

Failure to comply with these requirements will result in a \$500 fine plus \$30 per day for each day the animal remains on the premises. All paperwork must be submitted in its entirety.

15. NO PETS: No pets or animals shall be permitted upon Premises at any time. Tenant's violation of this provision will result in an immediate violation fee of Five Hundred (\$500) Dollars, plus thirty (\$30) Dollars per each day the pet or animal remains on the premises. The fee does not include charges you may incur to cover damages or destruction due to pet urine, feces, floor repair, flea exterminations, etc. At the Landlord's discretion, they may choose to pursue eviction or other remedies permitted under the Lease by law. This applies to Cats, Dogs, or any other living animal or reptile. THIS WILL BE STRICTLY ENFORCED. This includes visiting pets. Service animals are permitted that are compliant with the Americans With Disabilities Act Law. A tenant with a recognized disability must secure a waiver from the landlord prior to move in if requesting a comfort or Emotional Support Animal (ESA) on the premises. The Procedures for allowing Emotional Support Animals (ESA) in Schmates Home Rentals LLC Housing may be found on our website. Failure to comply with any of these procedures will result in the Pet Violation fee of \$500, plus \$30 a day thereafter.

Address of house \_\_\_\_\_

Approval by Landlord: Signature \_\_\_\_\_ Date \_\_\_\_\_

Signatures of tenants:

1. \_\_\_\_\_ Date \_\_\_\_\_
2. \_\_\_\_\_ Date \_\_\_\_\_
3. \_\_\_\_\_ Date \_\_\_\_\_
4. \_\_\_\_\_ Date \_\_\_\_\_

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## Emotional Support Animal (ESA) Veterinarian Verification Form

Please complete the following information:

Veterinarian's Name and/or Clinic Information: Address:  
City, State, Zip:  
Phone number and Fax:

**ESA Information:** Owner's name:  
ESA's name:  
Sex:  
Animal Type and Breed:

Spayed/Neutered: Yes No

General Well Check Completed (for all ESAs)

Canine vaccinations:  
DHLPP + C (Distemper, Hepatitis, Leptospirosis, Parvovirus, Parainfluenza, Corona) Bordetella  
Rabies (Please indicate 1 or 3 year)

Feline vaccinations:  
FVRCP (Panleukopenia, Rhinotracheitis (Herpes), Calicivirus, Chlamydophila) FeLV (Feline Leukemia)  
Rabies (Please indicate 1 or 3 year)

I verify the above mentioned animal has all current vaccinations as required.  
 I verify that all the above vaccinations will remain current through at least one year.  
 I verify the above mentioned animal has been given a stool sample test for internal parasites.

I verify that the above animal is in general good health.

Veterinarian's Signature: \_\_\_\_\_ Address of office \_\_\_\_\_

Date: \_\_\_\_\_

**\*The information contained in this form is essential for the health and safety of the ESA, other animals on campus and in the community, and anyone who may come into contact with the ESA. \*\*All required licenses must be up to date. Please submit these with this form.\*\***

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## SERVICE ANIMAL/ ESA ADDENDUM

Landlord: Schmates Home Rentals LLC

Tenants:

Lease Premises: \_\_\_\_\_

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant/s referring to and incorporating the leased premises.

Type of Pet: \_\_\_\_\_ Name: \_\_\_\_\_

Breed: \_\_\_\_\_ Weight / Size: \_\_\_\_\_

Age: \_\_\_\_\_ Other: \_\_Parents contact information both cell phone #'s \_\_\_\_\_

All dogs and cats must wear vaccination tags attached to a collar that is worn at all times.

The Tenant will maintain a valid rabies vaccination certificate issued by a licensed Veterinarian. It must include the animal's name, description, age, date and type of vaccination. The Tenant must renew all pet registrations annually, and provide a copy of the registration to the Landlord.

The service animal must be neutered/spayed. No breeding of the animal is permitted on the premises.

Any damage to the leased premises caused by a Service Animal/ESA must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). The Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Landlord reserves the right to inspect the Leased Premises (while providing proper notice 12 hours notice) periodically in order to assess any possible damages.

Continual reports of excessive animal noise (such as a barking dog) will be reported to the Oxford Police Department.

Service animal owners must ensure the proper disposal of a deceased animal according to state and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, Animal must be on a leash and under the control of an individual assigned to said animal. Animals may not be tethered or left unattended outside at any time.

The Tenant agrees to clean and properly dispose of all animal waste, both inside and outside the rental property, on a daily basis. No excrement is to remain on the grounds. A fee of \$20 per excrement will be assigned for removal of each individual occurrence. Service animal/ESA deposits are only refunded after the property has been vacated and examined by the management.

Service Animals/ESAs are not pets, but provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond reasonable wear and tear.

Animals must meet local and state laws for vaccinations. Landlord requires the animal to be housebroken and neutered or spayed.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

A sign should be properly displayed in the front window or door acknowledging a Service Dog on the property (examples:(Service Dog: Do Not Distract, Do Not Pet Service Animal). This is due to the environment in which the dog will be living in a fluid housing situation with numerous guests and friends accessing the home.

Confirmation of a liability policy on the Service animal is required.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_