**Marquette University**

**Assistance Animal Handler**

**Guidelines and Responsibilities Agreement**

Marquette University is committed to making its educational programs and facilities accessible to people with disabilities. In general, animals are not allowed in residential, academic and administrative buildings on campus. However, in some cases an “Assistance Animal” can be considered a reasonable accommodation if an appropriately licensed health care provider or mental health care professional has determined an assistance animal is a *necessity* to afford a student with a disability equal opportunity to use and enjoy University owned housing. The provider must also be able to define the relationship between the individual’s disability and the assistance that the animal provides. An assistance animal is not a “service animal” and is not trained in a way that requires the animal to accompany the individual at all times; therefore, 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 facilities other than University housing (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned. An assistance animal is also not a “pet.” Upon approval of an assistance animal, employees in appropriate university offices will be notified, as well as potential roommates with the consent of the requestor. The accommodation, if granted, will be reviewed annually. Falsely presenting as a person with a disability, in order to bring a pet into residential buildings on campus, is a violation of the student code of conduct.

The handler of the assistance animal agrees to the following:

1. The handler, and not Marquette, is responsible for the care and conduct of the assistance animal.
2. The assistance animal, when accompanied by the handler, is allowed in the handler’s residence hall room, apartment, and/or common areas (e.g., hallways, lounges, common bathrooms, lobbies, study rooms). The assistance animal is not allowed in dining halls or cafeterias.
3. The handler must supervise the assistance animal and retain full control of it at all times. This means that while the animal is in common areas, it must be on a leash, in a carrier, in a crate, in a cage, or otherwise in the handler’s direct control.
4. When the handler is not present in his/her residence hall room or apartment, the assistance animal must remain in the handler’s sleeping room and crated (or otherwise secured in a manner that prevents the animal from intruding on a roommate’s personal space).
5. The assistance animal must be well-behaved (not jumping on or nipping at people, not growling or barking, not being aggressive, etc.). If the assistance animal is unruly or disruptive, the handler may be asked to remove the animal from a common area. If this occurs multiple times, the handler may be prohibited from bringing the animal into common areas, or be asked to remove the animal from the residence hall/apartment.
6. The handler is responsible for the prompt clean-up and proper disposal of animal waste.
   1. The handler is expected to purchase and utilize appropriate equipment and supplies to thoroughly clean up after the assistance animal (urine/feces/vomit). The handler must promptly clean up after the animal in the residence hall room/apartment and in common areas.
   2. The handler must properly dispose of waste and/or litter.
   3. If necessary, the handler must arrange for assistance with clean-up through family, friends or advocates. This is not the responsibility of roommates, Marquette custodians, residence life staff or other Marquette employees.
7. Assistance animals must be kept clean and healthy. Their crates, cages, litter boxes and other related materials must be kept clean.
8. The handler is responsible for the assistance animal during a fire alarm, fire drill, or other building emergencies/natural disasters.
9. The handler must notify the Office of Residence Life in writing if the animal is no longer needed in the residence hall/apartment.
10. The handler must submit a new request, which may include additional medical information outlining the relationship between his/her disability and the service the assistance animal will provide, when replacing an assistance animal
11. Assistance animals, and their accoutrements (e.g., heat lamps, crates) must not constitute a direct threat to the safety of others.
12. Assistance animals must not make excessive noise that disrupts other community members.
13. The handler shall be charged for any damage caused by the animal in the same manner that community members are charged for damages caused by an individual.
14. The handler must abide by all state, local and federal laws, regulations and ordinances regarding animals. This includes purchasing appropriate license(s) and keeping current with all required vaccinations and/or medications. Handler agrees to provide proof of licensure, vaccination, etc. upon request.
15. The assistance animal must not be left alone in the residence for more than 24 hours. If the handler will be away for a longer period of time, the assistance animal must be boarded outside the residence halls/apartment with an off-campus friend, family member or kennel.
16. If the handler needs to have Facilities Services complete work in his/her room, he/she needs to make an appointment so that the handler can be present when the work is completed.

**Failure to comply with any of the above items may jeopardize the approval of your assistance animal.**

**Animal**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name Breed/Species

Agreed and acknowledged:

**Handler**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature MUID

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Printed Name of Handler Date

**Marquette University**

**ODS:**

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Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Appropriate documentation on file

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**ORL**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Roommates Notified

Printed Name  Update Room Agreement Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative housing located \_\_\_\_\_\_

Title

ODS 10/2017