Martin Luther College

Emotional Support Animal – Owner/Handler Agreement

**Student Owner/Handler Information:**

This student has been approved by Martin Luther College’s VP for Student Life, who coordinates student accommodations, for the housing accommodation of an Emotional Support Animal (ESA) to live with them in on-campus college housing.

Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MLC Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Animal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Animal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Description of Animal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The student’s signature on this agreement indicates full agreement and understanding of the following:**

* The Emotional Support Animal (ESA) must be contained within the Student Handler room at all times, except as required for transportation off-campus or to eliminate waste. While outside the Owner’s housing (transporting to and from room), the ESA must be transported in an animal carrier or controlled by leash or harness.
* Emotional Support Animals are not permitted in any other areas of Martin Luther College.
* The Student Handler must ensure that the ESA does not create persistent odor, noise, or disturbance.
* ESA’s must be housebroken. The Student Handler must remove , or arrange for the removal of, the animal’s waste and dispose of all waste in a timely manner. Waste must be disposed in an outside trash receptacle, never indoors.
* When the Student Handler leaves the room without the animal, the animal must be securely caged.
* The ESA may not be left unattended for any unreasonable length of time, which will depend in part of the species of the animal.
* The Owner must take the animal with them when leaving campus for a prolonged period of time, and may not leave the Approved Animal in the care of any other resident overnight. Approved Animals may not be left overnight in housing without notification to and approval by the dorm staff.
* The ESA must be current with appropriate immunizations and vaccinations and, when applicable, wear a rabies vaccination tag. Current immunizations and vaccinations records must be submitted to the VP for Student Life.
* If the ESA is a dog, the student must comply with the Brown County and City of New Ulm regulations and all licensing laws, and with all responsibilities regarding animal rights and all other owner responsibilities.
* As with anyone living in campus housing, the College may bill the student for damage beyond normal wear and tear or for necessary cleaning above and beyond the standard cleaning of the room.
* If fleas, ticks, or other pests are detected through routine inspection, the student will responsible for the expense of pest treatment beyond standard pest management used in College housing. The College reserves the right to disallow an ESA in the event of flea, tick or pest infestation.
* The Student Handler must inform the VP for Student Life and dorm staff within 10 days when the ESA is no longer living with the Student Handler.
* The Student Handler must inform the VP for Student Life, with permission from dorm staff, if the Student Handler with an ESA is making any room or roommate changes, at which time a new ESA agreement must be completed.
* The Student Handler agrees to indemnify and hold harmless Martin Luther College from any liability, injury or property damage resulting from the presence or actions of the ESA, during the time that the ESA is on College owned or operated premises.
* The following are some, but not all circumstances which will prompt the College to withdraw its consent for the ESA to live in College housing:
	+ The animal is found to be mistreated or neglected by the Student Handler.
	+ The animal poses a direct threat to the health or safety of others.
	+ The Student Handler does not comply with the above responsibilities and/or the conditions as stated in the accommodation letter.
	+ The animal’s presence results in a fundamental alteration of the College’s program or operations.
	+ The animal or its presence creates an unmanageable disturbance or interference.
* Should an animal need to be removed from the College’s property, for any reason, the Student Handler assumes full financial responsibility for the cost of removal, and for housing or boarding the animal until further arrangements can be made.

The permission you have been granted to house an animal extends to this specific ESA only. If you intend to switch Emotional Support Animals, you must do so by re-submitting the Housing Request Form and go through the same process as the initial application. Further documentation may be requested at this time as to the necessity of the change and the fundamental impact the new animal will have on the disability of the student.

You will be asked to update this agreement if your housing arrangements change or if your approved Emotional Support Animal changes.

This agreement is valid for one academic year, and the application process must be submitted annually.

By signing this agreement, the student agrees to all terms of this “Handler Agreement” document, indicates a complete understanding and agreement to the full MLC “*Policy on Pets, Service Animals, and Emotional Support Animals for Students,”* and has had opportunity to have any questions answered.

**Owner/Handler Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**VP for Student Life Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Alternate Caregiver:**

While an Alternate Caregiver is not required, the Student Handler may find it to be helpful to have a designated person in case of emergency. If an Alternate Caregiver is designated, in the event the Student Handler is unavailable due to an emergency, the Alternate Caregiver is responsible for fulfilling all obligations of the Student Handler set forth within this document for the entire duration of time that the Student Handler is unavailable. **Martin Luther College is not responsible in the case of an emergency.**

Alternate Caregiver Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Alternate Caregiver: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In an emergency when the Student Handler is unavailable, Martin Luther College will attempt to contact the Alternate Caregiver.

**Roommate Agreement:**

I understand and give my consent that an ESA will be present in my residence. I understand that the owner of the ESA has certain responsibilities to keep an ESA, and I will do my part to support the owner in fulfilling those responsibilities. If any problems or concerns arise, I may contact the VP for Student Life and/or dorm staff.

Roommate Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Roommate Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Roommate Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_