

**PETS.** Full time professional employees who will reside within University-provided housing may keep pet(s). Maintaining a pet in residence is a privilege and that privilege may be terminated at any time by the Housing Office. To receive and maintain permission to have a pet in residence, Resident must agree to and submit the Animals in Student Housing Agreement, Additional Occupant application, and proof of all necessary vaccinations, immunizations, and licensing as part of the initial and annual application and renewal of the Contracted Period. Resident must abide by all applicable University policies regarding animals within the Residence halls. Any live-on professional who has an animal in residence will be required to conduct an in-person inspection of their assigned space with Housing prior to pet occupancy and prior to vacating the space at the end of assignment or employment. Resident is responsible for actions of the pet, including but not limited to any damage caused by the pet. The Housing Office maintains the ability to bill the Resident for the replacement of furnishings, damage to floor coverings, or any other damage related to the pet's presence, beyond normal wear and tear, including additional cleaning or services deemed necessary. Resident is required to make full payment within thirty (30) days of receipt of the bill or may be subject to collection. The Housing Office strongly recommends, but does not require, renter's insurance that includes coverage for liability and does not exclude coverage for pets or liability from pets.

*Live-on professionals who took occupancy before July 1, 2019 are grandfathered in under the former pet policy. In grandfathering, any individuals with more than one pets will revert to compliance with the current policy when one or more pets no longer reside on campus.*

### **Animals in Student Housing**

Please refer to your Housing contract and the Animals in Student Housing policy for information on housing an animal within your space. Residents who have a disability that substantially limits one or more major life activities may be eligible for a service or support animal that would enable them to have an equal opportunity to reside in student Housing. Residents must register all animals in Student Housing with the Housing Office. Residents are required to submit specific animal and breed information, size/weight of the animal, a picture of the animal, and all required health documentation prior to occupancy. Animals will need to be re-registered per contract period.

At times, University sponsored programming may occur within University Housing where animals are present, including animals that have been approved to reside in Student Housing. University staff will provide advanced notice, use reasonable discretion when allowing animals in common areas, and provide a means of requesting accommodation, as needed.

**Support Animals**, as defined by Fair Housing Act, are approved on an individualized, case-by-case basis and require relevant documentation that supports said need. An emotional support animal (ESA) is defined as a typical domesticated household pet that provides emotional support to alleviate or lessen the effects of a disability within Housing. ESAs must be recommended by a licensed healthcare professional with whom the resident has an established therapeutic relationship. ESAs are typically only a Housing accommodation and must be kept within the assigned Housing space at all times, and caged or kenneled when the resident is not present. ESAs are not permitted in common areas of student Housing or other rooms not assigned to the resident, except to enter and exit the building. Any ESA within University Housing that has not been approved must be removed immediately.

All requests for an ESA for students must go through the Office of Accessible Education. All requests for an ESA for live-on professionals must go through Human Resources.

**Service Animals**, as defined by the Americans with Disabilities Act, are welcome in the residence hall, but must be registered with the Housing Office prior to occupancy. A service animal is defined as a dog that is required because of a disability and has been trained to perform specific work or tasks. These animals accompany the resident at all times and are permitted in any area that the resident accesses. Service animals must be under the control of their handler (harnessed, leashed, or tethered while in public places, unless they must be unleashed at certain times to perform a task, and re-leashed when the task is completed). The owner must use signals to effectively instruct the service animal. Service Animals in training are not included in ADA guidance and are therefore not permitted in Student Housing for this purpose.

### **Health Expectations**

Residents are responsible for the general care of the animal and must stay current with all necessary vaccinations, immunizations, and licensing. The pet must be spayed/neutered as soon as appropriate. Appropriate licensing, vaccinations, and health records of the pet must be verified prior to occupancy and must be maintained by the resident via the animal registration process.

Any sign of flea infestation and/or ticks must be attended to promptly and reported to the Housing Office at (408) 554-4900 with the understanding that the cost of any and all flea treatment for the pet and the living space is the responsibility of the resident. Dogs and cats must be housebroken. Cat litter, newspaper, wood chips, or any material used for bedding or elimination must be disposed of directly into dumpsters. Residents are expected to clean up after their animals immediately and at all times while on campus.

### **Behavioral Expectations**

All residents of the building where an animal resides will be notified that there is an animal present, via signage placed outside of the residents assigned space. All animals in student housing must be conducive to a communal living environment. Residents must be responsive to complaints by other residents or University personnel when animals constitute a nuisance to others. Residents are strongly encouraged, but not required, to take animals through available formal obedience training offered by a licensed pet behavioral specialist. Animals that constitute a nuisance to other residents (barking continuously, whining, howling, unruly behavior), as determined by Housing, must be removed within seven (7) calendar days of notification.

### **Handler Responsibilities**

Dogs must be maintained under a standard measure of restraint (i.e. leash) at all times outside the unit. Animals are not to be left unattended on a patio, porch, or other areas outside of the Resident's unit at any time. Residents must remove animals from student Housing during any prolonged absence. Building access will not be provided for the purpose of animal care. Appropriate care must be secured prior to departure. Residents are strongly recommended, but not required, to have a renter's insurance policy that includes coverage for liability and does not exclude coverage for pets or liability from pets. All liability for the actions of the pet is the responsibility of the resident.

### **Pet restrictions**

Only approved pets weighing less than 35 pounds when fully grown, and of an approved breed are permitted. Examples of Dog Breeds that are allowed, due to their size and temperament: Bichon Frise, Boston Terrier, Cairn Terrier, Chihuahua, Cocker Spaniel, Dachshund, Greyhound

(Italian), Lhasa Apso, Maltese, Poodle, Pug, Schipperke, Schnauzer (miniature), Scottish Terrier, Shih Tzu, Welsh Corgi, West Highland White Terrier, Whippet, Yorkshire Terrier. Dog Breeds that are excluded include, but are not limited to: Airedale Terrier, Akita, Bouvier des Flandre Boxer, Briard, Chow, Doberman, German Shepherd, Huskies, Pit Bull, Miniature, German, and Doberman Pinscher, Pomeranian, Rottweiler, Shar Pei, Weimaraner. Dogs adopted through a shelter must be within the expected adult weight limit and should not have any indication of a breed mixture that includes breeds from the restricted list. These breed lists are not meant to be all-inclusive and therefore all dog registrations will be reviewed on a case-by-case basis.

**Any resident with an animal in on-campus housing agrees that they cannot have an animal in student Housing until registration has been completed and all health information has been submitted, they are responsible for all damage caused by my animal and agree to indemnify Santa Clara University for any claim or liability caused by my animal and that they are not aware of any aggression or harm caused to others by the animal. Violation of the animals in residence hall policy or this agreement may result in removal of the animal from campus.**