

## Emotional Support Animal Agreement

Effective through June 23, 2026

Animal Type: **EXAMPLE - DO NOT COMPLETE**

Animal Name: **EXAMPLE**

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Now that you have been tentatively approved for the Emotional Support Animal (ESA), identified above, you will be required to adhere to the following rules which are meant to ensure the safety of your ESA as well as the safety of the campus community. Notice of final approval or denial will be sent via email from [reside@stonybrook.edu](mailto:reside@stonybrook.edu) (subject line: Important Notice about your Assignment - Approved ESA). The ESA can be brought to campus 24 hours after the Owner receives the final approval email.

This form is required as part of the process for full approval and its terms will remain in effect after full approval, through the date identified above. As an owner of an ESA (“Owner”) you acknowledge and agree to the following:

**1. Notification:** Campus Residences staff, maintenance staff, custodial staff, and any individuals living in your room, suite, or apartment will be notified of your approved animal (type and owner) in the space. These individuals should adhere to the following expectations:

- They are not to touch or pet the Emotional Support Animal unless invited to do so.
- They are not to feed the Emotional Support Animal unless invited to do so.
- They are not to deliberately startle or otherwise harass the Emotional Support Animal.
- They are not to separate or attempt to separate an Owner from the Emotional Support Animal.
- They are not to inquire for details about the Owner's disabilities.

If a fellow resident of your room, suite, or apartment has a documented allergy or disability and receives a referral from the Student Accessibility Support Center, this individual or you will be reassigned to another space on campus based on a thorough review of each individual’s needs. If staff or fellow students report any alleged violations of your ESA agreement, your SASC counselor will be notified. If you are found responsible for a violation regarding your ESA agreement, the animal may be removed from Campus Residences depending upon the nature of the violation.

**2. Access to University Facilities:** The ESA must remain in the Owner’s University-assigned bedroom only, except to the extent that the Owner is taking the ESA out for natural relief or as otherwise allowed by this Agreement or campus policy. The ESA is not permitted in other rooms of the residence hall such as other individuals’ rooms or the common areas. The ESA is not permitted in any other facilities of the University such as classrooms, academic buildings, administrative buildings, libraries, dining services areas, fitness center, pool, etc. The ESA must be taken out of the residence hall by way of the shortest and most direct path that is accessible to the Owner. The ESA must be contained in an animal carrier or crate or controlled by a leash or harness when outdoors, in public areas, or in transit.

**3. Appropriate Living Accommodation:** Within on-campus housing, the University has various-sized rooms ranging from a 1-person single to a 4-person economy. The animal may be placed in any of those size rooms, with or without roommates, based on the assignment of the resident. The University retains the right to reassign the Owner as appropriate to the requirements of those living in the residence hall. Furthermore, if another individual within a suite or apartment expresses a concern about living with an

ESA, the Owner or the other individual may be reassigned to another space on campus based on a thorough review of each individual's needs.

**4. Peace & Quiet Enjoyment:** The ESA or its presence must not create an unmanageable disturbance or interference within the campus community. The Owner's responsibility is to ensure the ESA does not interfere with the living, educational, work, and/or recreational environment of the campus community, including other residents within the residence hall. This includes noise violations (e.g. barking or other disruptions).

**5. Restraint & Control:** The ESA must be properly restrained and under the control of the Owner at all times. The Owner shall not permit the ESA to run loose. If the ESA is found running loose, the ESA is subject to capture and immediate removal from the residence hall and/or the campus. The Owner is solely responsible for the control of the ESA and cannot reassign this control to another individual except for an emergency ESA contact coming to remove the ESA from campus.

**6. Supervision of ESA:** The ESA may not be left unattended in the living accommodation to be cared for by another individual. The ESA must be taken with the Owner if they leave campus overnight. Another resident cannot be asked to take responsibility for an ESA if the owner leaves campus. When the ESA is left unattended by the Owner in their living accommodation, they must be housed in a cage, crate, carrier, or otherwise contained. The containment must allow Stony Brook University officials to routinely access the living accommodation for maintenance and other routine tasks without posing a risk to the ESA, other residents, or university employees. The containment should not block emergency egress.

#### **7. Facility Maintenance & Inspection:**

**7A.)** In addition to the inspections permitted in sections B and C below, Campus Residences staff will inspect within the first month of the ESA living in the space to ensure compliance with this Agreement.

**7B.)** The university has the right to enter and inspect the living accommodation for damage; this includes the right to inspect for fleas, ticks, or other pests. When practicable, Campus Residences will schedule the inspection and notify the resident in advance of the scheduled inspection. In the event of a health or safety concern, the living accommodation may be entered without notice. If fleas, ticks, or other pests are detected through inspection, the living accommodation or the residence hall will be treated by a university-approved pest control service. If pest control is necessary or repair above and beyond normal wear and tear is required the Owner shall be responsible for any associated costs.

**7C.)** The university has the right to enter and inspect the living accommodation for damage, which includes the right to inspect for damage to carpets, paint, curtains, walls, etc. Upon completion of the inspection, if repairs are deemed necessary, the Owner's responsibility includes, but is not limited to, replacement of furniture, carpet, window, wall covering, paint, carpets, curtains, etc. Costs must be reimbursed when incurred by the university or the ESA and/or the Owner may be subject to disciplinary sanctions, including removal from the residence hall.

**7D.)** If a resident with an approved ESA has a facilities issue in their room that requires submission of a request for maintenance/repair, it is the Owner's responsibility to indicate on the work request that there is an approved ESA in the room.

**7E.)** As some individuals are sensitive to pet hair or dander, individuals with an approved ESA must:

- Properly wipe the interior and exterior surfaces of all washers and dryers used with a damp cloth (no chemicals) after laundering their clothes.
- Empty the lint trap on the dryer after completing their laundry.
- Run the machine through a full cycle with the tub EMPTY after using it to flush through any remnants.

**7F.)** A protective mat needs to be underneath any cage, litterbox, or crate to prevent potential damage to the area space. The mat must be larger than the item being placed on it.

**8. Vaccination, Licensing & Other Requirements:** The Owner must abide by all state and local vaccination and licensing requirements. The Owner must also comply with any other applicable laws regarding the keeping of the ESA. Failure to comply with vaccination, licensing and other applicable laws will result in the temporary removal of the ESA from the residence hall until the ESA is in compliance with all requirements. All vaccination, licensing, and other documents must be provided to SASC (students) or OEA (staff) before the ESA may be permitted in the residence hall.

**9. ESA Must be Domesticated:** The ESA must be housebroken and able to live with others in a reasonable manner. The Owner is responsible for the clean-up and disposal of any waste products (i.e. litter box), including feces. Animal feces may not be disposed of in any trash receptacle or through the sewer system inside any building at the university. Waste **MUST** be in a tightly sealed waste bag and be taken to any apartment or residence hall dumpster for disposal.

**10. Health & Safety of ESA:** The Owner is responsible to care for and not abuse, mistreat, or neglect the ESA. The Owner is solely responsible for the ESA's well-being, care, and cleaning, including but not limited to regular feeding, bathing, grooming, daily care, and veterinary services. The university reserves the right to require documentation annually from a licensed veterinarian certifying that the ESA is safe and healthy. The university may also direct that the ESA receive veterinary attention at any time if there is any cause for concern regarding the ESA's welfare or the welfare of others, including the Owner.

**11. Health & Safety of Others, Including Owner:** The university may remove or require the removal of any ESA that demonstrates aggressive or threatening behavior or otherwise poses a threat to the health or safety to others in the residence hall or on campus, including the Owner.

**12. Renewal of ESA:** Request for renewals should be submitted at least 3 weeks before **June 23, 2025**. The Owner must complete and submit the Request for Emotional Support Animal Documentation Form as well as any necessary ESA health documentation before being approved to bring the requested ESA to campus. Students should submit documentation to the Student Accessibility Support Center (SASC), and employees should submit documentation to OEA.

**13. ESA no longer Required:** The Owner must notify SASC or OEA and Campus Residences in writing if the ESA is no longer required or is no longer residing in Campus Residence.

**14. Scope of Approval:** This Agreement relates **only** to the animal identified above. The Owner may not 'substitute' a different animal. If a different animal is desired as an ESA the Owner must complete all registration and other related forms for the new proposed ESA. If multiple ESAs are requested, an

agreement form will be required for each. The forms must be submitted to SASC or OEA and Campus Residences.

**15. University Policy and Federal Law:** This agreement has been written in compliance with the Americans with Disability Act, the Fair Housing Act, the Rehabilitation Act of 1973, all other applicable state and local laws and ordinances, the University Policy Manual P620: Animals on Campus and the Campus Residences Terms of Occupancy. The Owner understands that they must abide by P620: Animals on Campus, the Residential Terms of Occupancy, all other university policies, and all applicable laws and ordinances. The approval of an Emotional Support Animal does not constitute an exception to any other university policy.

**16. University is not Responsible:** The Owner will hold the university blameless in the event the ESA escapes or becomes lost. University staff is not responsible for the retrieval of the ESA in the event the ESA escapes or becomes lost. The university is not responsible for the ESA during an emergency.

**17. Unattended/Abandoned ESA:** The Owner understands that an ESA should not be left alone for an extended period of time or overnight. If an ESA is reported as left alone for over 24 hours, the university will attempt to contact the resident or the emergency contact to remove the ESA from school grounds. If neither party can be contacted or can coordinate the removal of the animal, the university will contact Brookhaven Animal Control (631-451-6950) to remove the animal. Once in the possession of Brookhaven Animal Control, their rules with regard to the retention of the animal will apply. The Owner will be responsible for any costs incurred with Brookhaven Animal Control.

**18. Death of ESA:** In the event of an ESA passing away, it is the Owner's responsibility to coordinate the animal's removal from the residence halls. If they cannot, or their emergency contact cannot remove the animal off-campus, it is their responsibility to contact Brookhaven Animal Control (631-451-6950) to remove the animal. If the Owner fails to do so, the university reserves the right to contact Brookhaven Animal Control to remove the animal. The Owner would be responsible for any charges due to removal or cleaning due to the death of an ESA. The Owner is responsible for notifying Campus Residences & SASC immediately after the ESA passes away.

**19. Emergency Removal:** The university reserves the right to require the removal of the ESA in the event of a breach of any of the above conditions or if reasonably determined by the university that it is otherwise necessary. If the Owner cannot remove the animal, the university will use its best efforts to place the ESA with one of the emergency contacts identified below. Emergency contacts must be able to retrieve the animal **within 8 hours** of the animal needing to be removed. If the university is unable to contact the emergency contacts or the emergency contact is unwilling or unable to take the ESA within the designated time period, the university will contact Brookhaven Animal Control (631-451-6950) to remove the animal. Once in the possession of Brookhaven Animal Control, their rules with regard to the retention of the animal will apply. The Owner is responsible for any costs incurred with Brookhaven Animal Control. Emergency contacts can designate another person to pick up the animal if they are unable to meet the required deadline.

**Residential students may not serve as emergency contacts or be contacted for emergency removal.**

**20. Extenuating Circumstances:** If the university becomes aware that the Owner is no longer able to care for their animal, the university will enact the above emergency removal process for the safety of the animal. If the Owner is unexpectedly unable to care for their animal, they must contact their emergency contacts, the residence hall director, and the community's area office to inform them of the situation so Campus Residences can permit their entry to retrieve their animal.

I have read and understand my responsibilities as an ESA Owner as outlined above.

**I understand that neglect of the ESA or alleged violations of this agreement will result in referral through the conduct process and may result in the removal of my animal from the Residence Hall and/or conduct sanctions.**

Printed Name: **EXAMPLE - DO NOT COMPLETE**

Stony Brook ID: **EXAMPLE**

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**Emergency contact to remove and care for ESA in your absence:**

As an emergency contact, I understand that:

- I will be contacted by the university staff if \_\_**EXAMPLE**\_\_ (name of owner) is no longer able to care for their \_\_**EXAMPLE**\_\_ (type of ESA) due to temporary incapacitation, hospitalization, or is away from on-campus housing for any other reason.
- I am responsible for the emergency removal of the animal **within 8 hours** of the animal needing to be removed.
- If I am unable to meet the required deadline, I will designate another person to ensure emergency removal is completed and ensure that the animal is in a safe placement. **Residential students are unable to serve as emergency contacts or be contacted for emergency removal.**

Name of local contact: EXAMPLE      Relationship: EXAMPLE      Phone Number: EXAMPLE

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Signature: EXAMPLE - DO NOT COMPLETE      Date: EXAMPLE

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