

Winona State University - Housing & Residence Life

Emotional Support Animal (ESA) Policy, Procedure and Agreement

I. Emotional Support Animal Policy

General Pet Policy

The Department of Housing & Residence Life does not permit pets in residence, except fish in a tank of 10 gallons or less.

Winona State University complies with all federal and state fair housing laws and regulations which are applicable to university housing, including those related to service animals, as defined by the Americans with Disabilities Act. Winona State University also complies with the United States Department of Housing and Urban Development (HUD) compliance guidelines which define assistive or support animals as those that are verified by a qualified medical professional to accommodate the disabling condition supplemented by the rationale for the use of the support/therapy animal.

Eligibility and Requirements

ESA Application and Timeline

- a. For Fall Semester: Requests due June 15
- b. For Spring Semester: Requests due November 15
- c. For Summer Housing: Requests due March 15

Requests submitted after these dates are **not guaranteed approval** for the upcoming term and may require the student to wait until the following term to bring an ESA.

Animal Age Requirements

- a. Dogs must be at least 12 months old
- b. Cats must be at least 6 months old

Bond Requirements

WSU requires that the student already *owns* the animal and has an **established bond** with it. Students cannot obtain a new animal after seeking approval. Requests will be denied if the student does not have an existing ESA at the time of application.

Types of Animals Not Eligible

Animals that pose safety risks or cannot be reasonably accommodated are not permitted. Examples include:

- a. Venomous reptiles, arachnids, or fish
- b. Exotic animals (snakes, monkeys, tigers, etc.)
- c. Wild animals not domesticated for residential settings (raccoons, woodchucks, etc.)

The University may remove an animal later found to pose a threat or cause property damage

II. Emotional Support Animal Procedures

Step 1: Register with Winona State University Access Services

Students must register with Access Services and provide documentation from a qualified professional demonstrating:

- a. The student has a disability.
- b. The requested animal is necessary to afford the person an equal opportunity to use and enjoy a dwelling.
- c. There is an identifiable relationship or nexus between the disability and the assistance provided by the animal.

Access Services maintains all disability documentation and may share relevant information with Housing & Residence Life or professional staff with a legitimate educational need.

Students may request only one ESA in university housing.

All requests are reviewed individually by the Director of Access Services and the Director of Housing & Residence Life (or designee). Reasonable adjustments to housing assignments may be made to support both the requesting student and the residential community.

WSU may notify surrounding residents and staff of the ESA's presence if needed to address allergies, religious concerns, or health/safety considerations.

If approved by Access Services, students must complete Step 2 **before** bringing the animal to campus.

Step 2: Register the Approved ESA with Housing & Residence Life

Before the approved ESA can enter campus housing, students must complete all required steps of the Animal Registration process within the students Housing Portal:

1. Provide a clear, front-facing photo of the animal
2. Provide emergency contact information for the animal
3. Provide necessary veterinarian documentation (shots, vaccinations, flea/tick control, spaying/neutering, etc.)
4. City of Winona Pet License (dogs and cats)
5. Electronically sign the Animal Agreement
6. Meet with their Area Coordinator of the residence hall they are assigned to – Once Steps 1-5 are completed; the Area Coordinator will email the student to schedule a meeting.

Animals may not be brought to campus prior to full approval and registration.

III. Emotional Support Animal Agreement

By bringing an approved ESA to campus, the student accepts full responsibility for the care, behavior, and oversight of the animal. This agreement applies only to the student's assigned residence hall or apartment and not to other university buildings.

Animal Behavior and Control

- Ensure the animal is well-behaved, non-disruptive, and under control at all times.
- Prevent behaviors such as aggression, excessive noise, odor, or disturbances.
- Keep the animal secured, kenneled, or crated when the owner is not present.
- Ensure the animal is housebroken.

Care and Health

- Maintain licensing, vaccination, and legal compliance with all city/state regulations.
- Provide proper daily care, feeding, grooming, and waste disposal.
- Use designated relief areas when provided.
- Keep litterboxes inside the student's private living space only.
- Prevent pests; the student is financially responsible for pest control beyond normal standards if caused by the ESA.

Residence Hall Expectations

- Store pet food in sealed containers; it may not be stored or heated in common kitchens. Live feed is not allowed.
- Not leave the ESA in university housing overnight without the owner present.

- Remove the ESA from campus if the owner is away overnight or longer.
- Provide non-resident emergency caretaker able to retrieve the animal **within 12 hours** if the owner cannot care for it.
- Permit Housing & Residence Life to communicate necessary ESA information to staff and roommates.
- Accept financial responsibility for any property damage caused by the animal.

Facility and Community Considerations

- Residence Life may address concerns related to allergies, safety, or community impact.
- Housing assignments may be adjusted to support all parties involved.
- The University may inspect living spaces for pests and bill the student for treatment beyond standard service.

Removal of the Animal

The ESA may be removed from University housing if:

- The student fails to maintain control of the animal.
- The animal displays disruptive, unsafe, or unsanitary behavior.
- The student fails to meet care, health, or documentation requirements.
- The animal injures a person or another animal.

If problems arise, students may be given time to correct them. If not corrected, the student will be directed to remove the animal within 24 hours.

Serious safety incidents require immediate removal.

Removal of the ESA does not release the student from the Housing & Dining Agreement.

IV. Release of Liability

The owner recognizes that owning an approved Emotional Support Animal in a university operated residence has a certain degree of risk, and knowingly and voluntarily assumes the risk, whether expected or unexpected, of any injuries to others, damage or loss of property caused by my animal regardless of severity and all risk of damage to or loss of property which may be incurred by others due to any act of negligence on their part or accidental occurrences caused by said animal.

I, on behalf of myself, my personal representatives, heirs, and next of kin, successors and assigns, hereby waive, release, and discharge Winona State University, the state of Minnesota, and its agents, officers, and employees from any and all liability for the actions of my animal which may result in personal injury, property damages, or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my animal.

I, on behalf of myself, my personal representatives, heirs and next of kin, successors and assigns, hereby indemnify, save and hold harmless Winona State University, the state of Minnesota, and its agents, officers, and employees, from and against any and all claims of any nature including costs, expenses and fees arising out of or resulting from the actions of my animal, and any claims growing out of its presence or actions.

By electronically signing the Emotional Support Animal (ESA) Procedure and Agreement on the Housing Portal, the student agrees to have read and understand this document and all its terms and conditions.