

# Winona State University - Housing & Residence Life Service Animal Policy, Procedure and Agreement

## I. Service 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.

Under ADA, a service animal is a dog (or other animal as defined by the ADA) that has been individually trained to do work or perform tasks for the benefit of an individual with a disability.

Service animals are permitted in university housing and are not considered pets.

### *Eligibility and Requirements*

#### Definition of a Service Animal

A service animal must:

- a. Be individually trained to perform specific tasks or work
- b. Directly relate to the individual's disability
- c. Be under the control of the handler at all times

*Emotional support, comfort, or therapy animals that are not trained to perform a specific task do not qualify as service animals under the ADA.*

## II. Service Animal Procedures

### Step 1: Notify Housing & Residence Life

Students residing in university housing with a service animal must contact Housing & Residence Life at: [housing@winona.edu](mailto:housing@winona.edu). Upon notification, the student will receive instructions to complete the Animal Registration Process.

### Step 2: Register the Service Animal with Housing & Residence Life

Although service animals are not subject to approval through Access Services, they must be registered with Housing & Residence Life prior to arrival in campus housing.

Students must complete all required steps in the 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 the Area Coordinator of the residence hall you are assigned to – Once Steps 1-5 are completed; the Area Coordinator will contact the student to schedule a meeting.

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

### **III. Service Animal Agreement**

By bringing a services animal into university housing, 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 animal.

#### **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 animal in university housing overnight without the owner present.
- Remove the animal 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 service animal 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 involved parties
- The University may inspect living spaces for pests and bill the student for treatment beyond standard service

#### **Removal of the Animal**

The service animal 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 service animal does not release the student from the Housing & Dining Agreement.

#### **IV. Release of Liability**

The owner recognizes that owning a Service 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 Service Animal Procedure and Agreement on the Housing Portal, the student agrees to have read and understand this document and all its terms and conditions.