



Disability Services and Educational Access

Emotional Support Animal Housing Guidelines

I. Introduction

Although Harding University's policy generally prohibits students from having animals of any type in university housing, Harding will consider a request by a student with a mental health disability for reasonable accommodation from this prohibition to allow the presence of an Emotional Support Animal (ESA). Harding University is committed to accommodating persons with disabilities who require Emotional Support Animals (ESA); however, the university is also mindful of the health and safety concerns of the campus community. Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with ESAs. Harding University will not ask the individual with a disability to pay a fee or surcharge for an approved ESA. The Office of Disability Services & Educational Access (DSEA) and the Office of Student Life reserve the right to amend this policy as circumstances require.

Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting to have an ESA in residence has a disability-related need for the accommodation that is not obvious or otherwise unknown. Some websites sell letters of support, certificates, registrations, and licensing documents for ESAs to anyone who answers certain questions or participates in a short interview and pays a fee. Generally, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a mental health disability, or support the finding that there is a significant disability-related need to consider allowing an ESA.

Any student requesting an ESA will be provided access to the Emotional Support Animal (ESA) Documentation Request Packet to be completed by their medical health care provider and returned to DSEA upon completion.

II. In considering whether to approve the animal for residence, the university will consider the following:

- The space needed for the cage/crate in which the animal will be housed is too large for available assigned housing space
- The animal's presence is problematic for another individual living in housing (e.g., because of allergies or fears)
- The animal's presence is disruptive to the housing environment for other residents (e.g., because of noise and odors)
- The animal is not housebroken or is unable to live with others in a reasonable manner
- The animal poses health risks from zoonotic diseases or safety concerns regarding containment that cannot be sufficiently mitigated for inclusion in the communal living setting



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- The animal's vaccinations are not up to date
- The animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others
- The animal causes or has caused excessive damage to housing beyond wear and tear

Deadlines for ESA Applications:

- Incoming Students
 - Fall Semester Entry - July 1
 - Spring Semester Entry - November 1
- Returning Students
 - Fall Semester Entry - March 1
 - Spring Semester Entry - November 1

III. Definitions

Disability

According to the Americans with Disabilities Act of 1990 (ADA), any person who has a physical or mental condition that substantially limits one or more life activities (such as walking, seeing, hearing, working, or learning) meets the definition of an individual with a disability. Individuals with a record of such a condition or individuals who are regarded as having such a condition are also entitled to protection from discrimination. Acceptable documentation of a disability can be from either a medical or mental health professional.

Service Animal

ADA defines a service animal as any dog or miniature horse that is trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. *A service animal must only be registered through DSEA if the handler requests to live in university housing.*

Emotional Support Animal

An Emotional Support Animal (ESA) is an animal whose presence ameliorates the effects of a mental health disability. Unlike service animals that are trained to perform specific tasks that are important to the independence or safety of their disabled handler, ESAs are generally not trained to perform disability-specific tasks. Their therapeutic support is a function of their presence and interaction with the person with a disability. ESAs are not pets. The Fair Housing Act (FHA) defines an ESA as an animal that provides emotional support or alleviates one or more of the identified symptoms or effects of a person's disability. An emotional support animal is prescribed



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to an individual with a disability by a physician or mental health professional. An emotional support animal is not a service animal. Emotional support animals are only permitted in the owner's assigned dorm room, not in other campus buildings, and are only covered by the Fair Housing Act (FHA), not ADA/504.

Pet

A pet is an animal kept for companionship. A pet is not considered a service animal or a therapy/emotional support animal, and, therefore, is not covered by this policy. Residents are not permitted to keep pets on university property or in university housing.

IV. Emotional Support Animals in University Housing Requests

The Office of Disability Services & Educational Access will accept and consider requests for reasonable accommodation in campus housing at any time. The individual making the accommodation request should complete and provide the Access Plan Request Form to DSEA as soon as practicably possible before moving into campus housing. However, if the request for accommodation is made after the deadline, DSEA cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester or term of occupancy.

If the need for accommodation arises when an individual already resides in University housing, he/she should contact DSEA and complete the Access Plan Request Form as soon as practicably possible. The University cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.

Generally, the presence of only one ESA will be approved for a student to fulfill the intent of the Fair Housing Act (FHA) requirements in providing support to the student with a mental health disability. As the presence of ESAs is limited to the student's immediate residence unit and will necessitate a cage/crate and appropriate supplies, typically only one animal will be approved to be in a single unit.

The request to have an ESA reside in campus housing must be submitted each academic year. The student must notify DSEA in writing if the animal is no longer needed as an ESA or is no longer in residence. To substitute one animal with a different animal, the student must file a new request.

The following information will be needed before an ESA is approved by DSEA in writing:

(1.) Proof of updated vaccinations

(2.) Current Color Picture of Animal



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(3.) Liability Waiver

(4.) Medical documentation packet from individual's health care provider

V. Standards for Emotional Support Animals

If a student is approved to have an Emotional Support Animal, you will have the responsibility to keep your animal in a healthy and sanitary condition at all times. All approved ESAs must comply with applicable laws regarding animals and their treatment and care. You understand that this agreement could be withdrawn if you fail to abide by the responsibilities listed below.

Dogs and Domestic Cats

- All ESAs must be familiar with the City of Searcy Ordinances found in [Chapter 6, Code of Ordinances](#), prior to bringing the animal to the Harding University campus or residence halls.
 - All dogs are required to have up-to-date immunizations.
 - Cats must have an up-to-date injection of any vaccine for rabies approved by the State Veterinarian and administered by a licensed veterinarian or his agent.
 - A copy of the up-to-date rabies immunization record must be on file with DSEA.
 - The animal must wear a collar with current licensure and/or rabies tags at all times.
- The owner must have their animal on a leash whenever the animal is not inside the apartment/residence room (i.e., when transitioning the animal to a vehicle). Dogs and cats must never be allowed to run freely.
- Dogs and cats must possess friendly and sociable characteristics. A specific dog and cat can be restricted from the premises by the Office of Student Life based on any confirmed threatening behavior.
- Obedience and training programs are highly recommended for dogs.
- Dangerous, poisonous, and/or illegal animals are not permitted as these would not be considered a reasonable accommodation in a community living environment.
- The University has determined that the residence hall/apartment setting, in most cases, is not an appropriate environment in which to raise a young puppy. Dogs must be at least 12 months of age. Cats should be at least six months of age. Responsible pet ownership suggests that the animal be spayed or neutered.

VI. Animal Care & Guidelines

Health, sanitary, safety, and disruptive standards must be maintained as follows:

- Animals require daily food and attention, as well as a daily assessment of their general health, behavior, and overall welfare.



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- You must properly maintain the hygiene, health, & vaccinations for the animal.
- The animal must be fed and watered inside the apartment/residence hall room. Food and water are not left outside the apartment/residence hall at any time.
- The animal must not be left unattended for more than 7-8 hours. Animals cannot be left unattended overnight at any time. If the student must be away, they must either take the animal with them or make arrangements for the animal to be cared for elsewhere off campus. The student who owns the ESA is responsible for the care and conduct of their animal, not the university or any other student.
- **The student must have the animal in a crate/cage when they are away from their apartment/residence.** The university reserves the right to inspect the crate/cage.
- Animals cannot be securely confined in a vehicle in which the animal's health or life is endangered by temperature or inadequate ventilation.
- Emotional Support Animals must not be taken into the residence hall or apartment offices or administrative offices.
- Animal feces, defined as cat litter box contents and any solid animal waste, must be disposed of properly. It is the student's responsibility to remove feces from university grounds, dispose of it in a plastic bag, and then place that bag in the garbage dumpsters outside. Clean-up must occur IMMEDIATELY. Animal feces may not be disposed of in any trash receptacle/chute or through the sewer system inside any building on the Harding University campus. Waste MUST be taken to any apartment or residence hall dumpster for disposal.
- Residents with cats must properly maintain litter boxes. In consideration of the health of the cat and the occupants of the residence hall room or apartment, cat litter box contents must be disposed of daily. The litter box must be sanitized and changed with new cat litter monthly. Litter boxes are not permitted to be kept in the bathroom but should be placed on mats so that feces and urine are not tracked onto carpeted surfaces in the student's assigned dorm room.
- Animal accidents within the residence hall room or apartment must be promptly cleaned up using appropriate cleaning products. If the animal becomes sick and vomits and/or becomes incontinent, it is the responsibility of the student to make sure that it is cleaned up immediately.
- Regular and routine cleaning of floors, kennels, cages, and litter boxes must occur. The odor of an animal emanating from the residence hall room or apartment is not acceptable (see the Cleaning Section below).
- The animal's food should be kept in a closed container within the confines of the animal owner's room. Open bags of food are not permissible as they attract bugs.
- Animals should be kept clean and free from odor. However, students may not use hall or apartment showers, sinks, or baths to clean their animals.
- Animals must not be allowed to disrupt others (e.g., barking continuously, growling, yowling, howling, etc.). If Harding University's Public Safety Department determines that the animal poses an immediate threat, animal control may be summoned to remove the animal. If the



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behavior of an animal can be addressed by the owner and the owner can change the behavior of an animal so that the animal does not have to be removed, a written action plan will be submitted by the owner. The action plan must outline the actions that will take place to alleviate the problems and must include a deadline for the length of time the plan will take. Any action plan must meet the approval of DSEA and the Office of Student Life. The day after the deadline for removal from the residence hall room or apartment, Residence Life staff will do a residence hall room or apartment inspection to check for damage and infestation, followed by the scheduling of a mandatory cleaning and extermination. Any animal owner found not adhering to the removal directive will be subject to disciplinary action, which could include contract cancellation.

- An animal must not be involved in an incident where a person experiences either the threat of an injury or an actual injury as a result of the animal's behavior.
- The student will take all reasonable precautions to protect university staff and residents as well as the property of the university and the residents.
- The student will notify their building's Residence Life Coordinator immediately if the animal has escaped its confines and is unable to be located.
- All liability for the actions of the animal (bites, scratches, etc.) is the responsibility of the owner.
- Harding University is not responsible for an animal during a fire alarm, fire drill, or natural disaster.
- The student must notify DSEA in writing if the animal is no longer needed in a residence or apartment.
- Harding University is not obligated to provide food, care, or additional space for the animal.
- An ESA must be contained within the student's privately assigned individual living accommodations (e.g., student's assigned dorm room) except to the extent the individual is taking the animal out for natural relief.

Violations concerning any of the aforementioned may result in the resident having to find alternative housing off campus for the animal and, as warranted, may also result in a resident being in breach of their housing contract.

VII. Cleaning and Damages

- An inventory and condition inspection of the residence will be conducted prior to the animal's arrival. When the student moves out of his/her residence hall room or apartment, or no longer owns the animal, the residence hall room or apartment will be assessed to determine if damage to department property can be attributed to the animal. Any damage to or requested renovations to the apartment/residence hall (due to damage or neglect as a result of animals)



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will be the sole responsibility of the student. Damage to Harding University's property discovered or reported during the year, and caused by the animal, must be rectified immediately.

- The student has an obligation to make sure that the residence hall or apartment is as clean as the original standard. If the room or apartment has carpeting, this also includes regular vacuuming and spot cleaning. Damages and extraordinary cleaning caused by the animal are the responsibility of the student. Replacement or repair of damaged items will be the financial responsibility of the student.
- Student Life maintains the right to conduct residence hall room or apartment inspections for the purpose of assessing flea/tick infestation, damage caused by the animal, or otherwise determining the student's compliance with this procedure.
- The student's Resident Assistant (RA) will conduct bi-weekly Health & Safety checks, and the Resident Life Coordinator (RLC) may conduct a weekly cleanliness check.

Note: The student with a disability may be charged for any damage caused by the ESA beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear.

VIII. Animal Liability

Harding University shall not, under any circumstances, be held liable for any personal injury or damages caused by the student's ESA. You hereby agree to indemnify and hold Harding University harmless from all property or injuries to persons caused wholly or in part by, or resulting from your animal which will be living with you in your assigned dorm room at Harding University. The University suggests that the student purchase renter's insurance.

IX. Removal of Service or Emotional Support Animal

The University may require the resident to remove the animal from University housing if:

- the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others
- the animal is not housebroken
- the animal's presence results in a fundamental alteration of a University program
- the student does not comply with the ESA Housing Guidelines and Responsibilities set forth in this policy
- the animal or its presence creates an unmanageable disturbance or interference with the University community



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The University will base such determinations upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with DSEA.

If suspension of animal-owning privileges is implemented, the student will need to find an immediate alternative placement of the animal. Decisions of the DSEA Committee may be appealed in writing within 72 hours of receipt of the original decision. The process will be in addition to any other legal remedy available by law. The resident is responsible for the removal of the animal; if the student refuses, Student Life will contact Public Safety or Animal Control.

X. Conflicting Disabilities/Roommate

Students with medical condition(s) who are affected by animals (respiratory diseases, asthma, severe allergies) are asked to contact DSEA or the Office of Student Life if they have a health or safety-related concern about exposure to an emotional support animal. The individual will be asked to provide medical documentation that identifies the condition(s) and will allow a determination to be made as to whether the condition is disabling and whether there is a need for accommodation.

Student Life staff will resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodations of all persons involved. The Student Life staff may use the University Student Health Services as a resource for information on health issues.

The roommate of the student approved to have an Emotional Support Animal will be notified by a Student Life staff member about the presence of an Emotional Support Animal (if applicable). All roommates/suitemates of the animal's owner must email DSEA stating they are in agreement with living with an animal.

If the roommate has a fear of dogs and/or is allergic to dog or cat dander, both the roommate and the ESA owner should be accommodated by assigning them, if possible, to different rooms in the residence hall or apartment. The ESA owner should not be automatically moved out of a residence hall room or apartment solely because of the animal.

XI. Complaint Process

In order for your RLC to support the close living community, students will need to email complaints and concerns regarding noise, odor, pests, threats, or danger to their RLC, studentlife@harding.edu and disabilityservices@harding.edu. The Office of Student Life and DSEA will work to address the



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complaint in a timely manner. The Office of Student Life shall have the authority to issue any one of the following sanctions:

- Requiring specific reasonable actions on the part of the student to rectify a problem.
- Verbal warning.
- Letter of warning.
- Probation of animal-owning privileges.
- Suspension of animal-owning privileges.



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Assumption of Liability Statement

I, the undersigned, understand that Harding University shall not, under any circumstances, be held liable for any personal injury or damages caused by my animal. I hereby agree to indemnify and hold Harding University harmless from all payments, expenses, costs, attorney's fees, and all claims and liabilities for losses or damage to property or injuries to persons caused wholly or in part by, resulting from my animal. Neither the Offices of Student Life, DSEA, nor Harding University is responsible for supervising the registered animal, nor do they assume liability for the actions of the animal.

Signature of Student

Date

Animal Agreement

I, the student, have read the above Animal Agreement and agree to abide by all of these policies.

Signature of Student

Date



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Name of Animal Owner: _____

Type of animal: _____ Age: _____ Breed: _____ Sex: _____

Name of animal: _____ Color: _____

On Campus Address: _____

Documentation Checklist:

_____ Proof of up-to-date vaccination record

_____ Liability Waiver Form

_____ Current color picture of the animal

Emergency Contact Information:

The owner must identify and provide contact information for an Emergency Contact who does not reside in University housing and who will be responsible for taking charge of the ESA should the owner be unable to care for the animal in the residence hall. This emergency contact must be prepared to remove the animal from the residence hall within 12 hours of notification. If the emergency contact cannot/will not pick up the ESA, the ESA will be removed to a local boarding facility and boarded at the owner's expense.

By providing the following information, I understand that the Office of Disability Services and the Office of Student Life have the right (but not the duty) to take my animal to the veterinarian listed below, in the event that I cannot be contacted in an emergency.

Veterinarian Name: _____ Emergency Contact _____

Phone Number: _____ Phone Number: _____

Address: _____ Address: _____

I have read the Harding University Animal Ownership Agreement, and I understand that failure to comply with this Agreement may result in the revocation of this registration:

Signature of Student

Date

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