

Service and Assistance Animal Guidelines and Addendum

Fayette Square Apartments

Introduction

Fayette Square Apartments ("FAY") is committed to assisting Residents with disabilities who choose to live here. These guidelines have been set forth to provide for the care of the individual Resident, the welfare of the Service/Assistance Animal ("S/AA"), and the concern for all residents in our community. All requests by UMB degree seeking Residents for accommodation for a S/AA should begin with an accommodations request through the Educational Support and Disability Services office (ESDS). Any non-UMB Resident, faculty/staff, or short-term resident will submit their request to the UMB Housing Office.

These guidelines apply to any "resident partner" or "handler" (if the handler is different than the Resident partner). In order to be considered for an accommodation for a S/AA, residents at FAY (prospective and current) must first review all information presented in this document and complete all preliminary required documents. If a UMB Resident is approved for an accommodation from the ESDS, this approval will be shared with UMB Housing. For non-UMB Residents, faculty/staff, and short-term residents, the FAY Director/Assistant Director (D/AD) will review all requests and make a final determination to approve or deny the accommodation. S/AAs may vary and be from different species which may affect the living arrangements and final determination reached by the D/AD. FAY will work to determine the proper care and sanitation needs unique to each species. S/AAs are not permitted in the buildings until official written approval has been given from the D/AD and a formal date for the accommodation is established. Accommodations would normally be for the term of the resident partner's license agreement and will need to be renewed annually, or at any point where the accommodation request is changed or a new license is signed by the resident partner.

Definitions

Assistance Animals: According to the U.S. Department of Housing and Urban Development (HUD), an Assistance Animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability (<https://www.hud.gov/sites/documents/huddojstatement.pdf>). Under both the Fair Housing Act and Section 504 of the Rehabilitation act of 1973, persons with disabilities may request reasonable accommodation for any S/AA, including an emotional support animal.

Service Animals: Under Federal Law, a service animal is a dog or miniature horse that performs a task that assists with its Resident Partner's disability. In the State of Maryland, there is no specific definition or restriction of what animal may or may not be. All service animals are permitted to accompany their owner in any space that is open to the public, but work solely for their handler despite being placed in very social environments. (<http://mrsc.org/Home/Stay-Informed/MRSC-Insight/December-2018/New-Laws-Change-Rules-for-Service-Animals.aspx>)

Pet: A "pet" is an animal kept for ordinary use and companionship. A pet is not considered an S/AA, and, therefore, it is not covered by these guidelines and related policies. Residents are not permitted to keep pets at South Campus Commons or The Courtyards (with the exception of fish in up to a 10 gallon or less aquarium).

Resident Partner: A "Resident Partner" as referenced in these guidelines refers to the individual who benefits from the S/AA's use and training.

Handler: The term "Handler" used within this document refers to the Resident Partner of the S/AA as well as any other person who is in control of the S/AA, (e.g., a guest or personal attendant).

Animal Control and Behavior

1. An S/AA may reside at FAY with its Resident Partner after necessary Addendum is completed. The animal's behavior and care must not create sanitation issues or unreasonable disruptions for residents, staff, or other community members. Disruptions, including noise levels, will be addressed by staff members in the same manner as with all Residents. FAY staff members are not responsible for the care and well-being of the S/AA.

Responsibility for the care, well-being and safety of the S/AA rests fully with the Resident Partner and/or Handler.

2. Dangerous, poisonous, unregistered, unlicensed, and/or illegal animals are not permitted.
3. This document cannot cover all aspects for the care and control for S/AAs that could include cats, dogs, birds, ferrets, gerbils, amphibians, snakes, et al. It may be generally understood that S/AAs such as cats and dogs may need less care and quarters than birds, hamsters/gerbils, amphibians or lizards etc. Each request for an S/AA will be individually reviewed to arrive at the best care and sanitation requirement to be provided by the Resident Partner. The following general guidance is offered.
 - The S/AA must be under the control of the Resident Partner or Handler at all times while on FAY property, unless performance of the S/AA's work or tasks related to the Resident Partner's disability require the S/AA to be off-leash/harness. It is the sole responsibility of the Resident Partner or Handler to maintain control of the S/AA at all times on FAY property.
 - S/AAs not normally leashed (e.g., birds, rabbits, snakes, lizards, gerbils, etc.) that are maintained in enclosures (e.g., cages, tanks, habitats, etc.) must generally remain within their respective enclosure to minimize sanitation issues. S/AA may be off-leash/harness or outside of the enclosures within the confines of the Resident Partner's privately assigned living space (i.e., bedroom or suite/apartment), but must remain under the control of the Resident Partner or Handler (i.e., leashed, caged, in the habitat, etc.) if a roommate(s)/apartment-mate(s), requests control of the animal.
 - Unless the S/AA is leashed or within its enclosure, the door from the privately assigned living space to the shared hallway/stairwell corridor must be closed at all times to assure the animal cannot enter the building's public area and other living spaces.
 - When transported outside of the privately assigned living space, the S/AA must be in an animal carrier/enclosure or controlled by a leash or harness.
4. FAY, in its sole discretion, may exclude/remove an S/AA or take other appropriate action when the S/AA a) poses a direct threat to the health or safety of others or b) causes unreasonable disruption that cannot be controlled by the Resident partner.

S/AA Health and Well-Being

1. S/AAs must have all veterinarian-recommended vaccinations to maintain the animal's health and prevent contagious diseases and, for dogs/cats/ferrets, are inoculated against rabies as required by Baltimore City. Resident Partners are expected to submit documentation of vaccinations before the animal is permitted to enter the buildings at FAY and must submit an updated copy annually while residing on the property. FAY staff reserves the right to request an updated verification at any time during the animal's residency.

S/AAs that are ferrets, dogs or cats are required to be licensed and in compliance with Baltimore City regulations. A Baltimore City animal license, where applicable, must be obtained, kept current, and must also be submitted before the animal is permitted to enter the property.

Resident Partners are expected to abide by all city, county and state laws and requirements concerning humane treatment of the S/AA.

2. S/AAs, if taken outside the privately assigned living space, must wear identification tags with the Resident partner's contact information and valid rabies tag.
3. Resident Partners/Handlers are responsible for feeding and watering the S/AA within the confines of the Resident's bedroom. Water and food dishes and litter boxes must be placed on mats to minimize unintended contamination of carpeted surfaces within the living unit. These mats are also recommended for living spaces with vinyl floors.

4. S/AA food should be kept in a closed container within the Resident Partner's bedroom.
5. S/AAs that are ill may not be taken into public areas, including lounges, lobbies and study rooms except as may be necessary to enter and exit the buildings. A person with an ill animal may be asked to leave FAY buildings or remove the animal from the property.
6. In the event that the S/AA becomes lost or stolen, the Resident Partner should contact the FAY Housing Office where University Police and ESDS can be informed.
7. Should the Resident Partner opt to no longer maintain the S/AA at FAY, the FAY Housing Office should be notified immediately, via e-mail.
8. As part of our life safety program requirements, unannounced semester fire drills are scheduled to test building systems and resident compliance with building evacuation expectation. All Residents present at the time of a fire drill are required to leave the building until the drill is over.
 - a. The Resident Partner needs be mindful that fire alarms will ring for an extended period of time often in excess of five minutes as part of the drill.
 - b. As no advanced warning is provided, be aware of how the continuous alarm may affect your S/AA left alone in your living space.
9. While it is expected that the Resident Partner may be away from the private living space and their S/AA for hours at a time, the Resident Partner must provide for any extended care requirements for the S/AA based on each animal species' physical and dietary needs. The Resident Partner may not leave unattended for any extended period an S/AA beyond its unique physical and dietary needs without the assistance of a Handler who has agreed to its care.
 - a. The S/AA may not be transferred to another building living space not covered by the original Resident Partner's license agreement.
 - b. The Resident Partner needs to arrange with FAY D/AD for an exception to permit the use of the Resident partner's room key by the Resident's Handler.

Animal Cleanliness and Building Sanitation Requirements

1. The Resident Partner agrees to stock and maintain the necessary materials and equipment needed for S/AA and the proper care of the living space.
2. Resident Partners/Handlers are responsible for properly containing and disposing of the S/AA's waste, which will necessitate different handling precautions and responsibilities based on the animal species (e.g. feces in or not in cat litter, bird droppings, soiled wood shavings, et al.).
 - a. Indoor S/AA waste, used litter, wood shavings, etc. must be disposed of in a sealed plastic bag. Used litter should be disposed of daily, placed in a plastic bag and securely tied before being disposed of in a designated trash areas animal waste may not be deposited in hallway, lounge or bathroom trash containers. Animal waste, litter, shavings, et al. may not be flushed down toilets or urinals.
 - b. All outdoor S/AA solid waste must be immediately retrieved by the Resident Partner/Handler, placed in a plastic bag, and securely tied before being disposed of in an outside trash dumpster. This material may not be placed in the small site trash containers found along walkways and at seating areas.
3. FAY staff requires that fur-bearing S/AAs not be permitted on upholstered Resident furniture in public or private living areas. It is recommended that upholstered furniture within the privately assigned bedroom be fitted with slip covers.

4. Regardless of animal species, indoor urine and/or solid waste within the private living space or elsewhere in the building and on the way to the exterior, must be retrieved immediately and the affected surfaces cleaned by the Resident Partner with an appropriate disinfectant.
 - a. If the S/AA vomits or becomes incontinent, it is the responsibility of the Resident Partner/Handler to make sure the contaminated area is cleaned up immediately.
 - b. In unusual circumstances where proper cleaning cannot be achieved by the Resident Partner/Handler, the Resident Partner/Handler should immediately notify the FAY Housing Office. The Resident Partner will be responsible for the costs associated with any subsequent clean-up to include disinfecting of the area and carpet or floor treatment performed by the FAY staff and/or its contractor to minimize damage to the facility.
5. Resident Partners must agree to perform weekly cleaning or as needed of the private living spaces to minimize the accumulation of animal fur/dander from their fur-bearing S/AAs. The Resident Partner must provide the equipment needed to sweep and/or vacuum their living space to minimize the accumulation of allergens within the private and community living spaces.
6. Depending on the species, bathing or cleaning of an S/AA is expected to avoid significant odors, to minimize the release of allergens, and manage shedding. Resident Partners/Handlers use of the sinks, showers and tubs within the Resident's apartments are advised to utilize a debris catching mechanism to avoid potential clogging of plumbing from the S/AA fur.
7. Resident Partners/Handlers are responsible for taking effective precautions to avoid flea and tick infestations. If the S/AA is found to have fleas or ticks, the Resident Partner is required to immediately notify the FAY Housing Office. The Resident Partner will be responsible for eliminating the fur coat infestation and laundering all animal bedding. The Resident Partner should limit exposure to public areas until the infestation has been eliminated.
8. Due to the limited size and space of the apartments in FAY, S/AAs requests are restricted to one Resident registration per apartment. Requests may be submitted to allow more than one Resident registration per apartment, but requests are not guaranteed.
9. Due to the prevalence of pet allergies in the general population and based on the animal species, Management Staff will expect the Resident Partner to perform additional thorough cleaning of the private living space upon their departure from the property whenever they leave at the end of their lease term. Additional cleaning may include damp mopping of vinyl floors, wiping down furnishing surfaces frequently contacted by the S/AA, or other areas based on the animal.

Resident Partner Responsibilities

1. The Resident Partner must provide the FAY Housing Office with a completed S/AA Registration Form and the Veterinarian's Verification that the animal has all current veterinary-recommended vaccinations to maintain the animal's health and prevent contagious disease.
2. The Resident Partner authorizes the FAY D/AD to notify appropriate staff and roommates of the S/AA which will include a description of the animal in order to ensure awareness, sensitivity and support in emergency situations and for general informational purposes.
3. The Resident Partner is responsible for assuring that the S/AA does not interfere with the routine activities of the FAY community or cause difficulties for Residents who reside there. Sensitivity to residents, and staff with allergies, and to those who fear animals, is an important consideration for the Resident Partner/Handler in order to ensure a community environment that supports the individual needs of all who reside or work at the property. When a Resident Partner/Handler is informed of a person with a medical condition that is affected by the S/AA, they will refer them to the FAY Housing Office if they have a health or safety concern about exposure

to the S/AA. The D/AD will communicate with the concerned Resident to determine whether the condition is disabling and whether there is a need for accommodation.

4. The Resident Partner is financially responsible for the actions of the S/AA and is required to have the S/AA listed on the Resident Partner's Renter's Insurance policy.
5. The Resident Partner will inform the FAY Maintenance Staff of the presence of an S/AA when a work order is submitted via their resident portal, in order to alert responding staff. The Resident Partner/Handler must be present when FAY Staff enters the room to complete any routine, non-emergency service requests for the space. Residents can ask for an appointment for this type of service by including the information on any submitted Work Order. FAY Staff will enter the space without the Resident Partner/Handler being present in the event of an emergency.
 - a. Should staff respond to a non-emergency service request and upon room entry not find the Resident Partner present but discover the S/AA, the staff member will immediately leave the space and lock the door. The Resident Partner will be notified that service was not provided and that a date/time must be arranged when the Resident can be present. Exceptions may be made or arranged based on the species of the S/AA that is kept secured within an enclosure not affecting the area where the service is requested.
6. If fleas, ticks or other pests are detected within the building, the affected area(s) will be treated using approved methods by the FAY Staff and/or contracted pest control service secured by the FAY Staff.
7. To be a roommate of the Resident Partner, the roommate must agree to allow the S/AA to be in residence with them and sign a Statement of Understanding to acknowledge that they will be living with an S/AA. In the event that an apartment-mate does not want to, or cannot, live with the S/AA in the shared residential unit, the Resident Partner and roommate will work with the FAY Housing Office to find options for addressing the accommodation.
8. The Resident Partner agrees to continue to abide by all other FAY policies. Having an S/AA does not preclude the Resident Partner from following all other guidelines found in their license agreement as well as the Resident Guide.
9. Any alleged license agreement violations will be handled as set forth in the signed license agreement. Any alleged violations of UMB Housing rule and policies will be reviewed by the FAY D/AD.

Approval for accommodation process

1. The Resident partner must submit a request for an accommodation with their home institution's Accessibility or Disability support services office.
2. The Resident partner must list UMB Housing as an authorized party to receive information on the approval or denial status of the request.
3. If approved, the Resident Partner must submit all necessary documentation prior to the S/AA entering FAY.

Registration of an S/AA at Fayette Square Apartments

Owner Name: _____

Unit: _____

DESCRIPTION OF ANIMAL:

S/AA Name: _____

Type: _____ Color: _____

Breed/Type: _____

Weight: _____ Age: _____

City of Baltimore License #: _____

Date of last rabies shot (if applicable): _____

EMERGENCY INFORMATION FOR S/AA:

Veterinarian Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Acknowledgements and Sharing of Information – please initial each line

_____ I understand that FAY may disclose to potential roommates that an animal will be present in the apartment in order to determine any issues (i.e. allergies or comfortability) for roommate assignments

_____ I understand that the animal is prohibited until approval for accommodation by UMB ESDS is confirmed and all documentation has been submitted.

By my signature below, I verify that I have read, understand and will abide by the Guidelines outlined herein.

Resident Partner Signature

Date

Management (as Agent of Maryland Economic Development Corp) Acknowledgement and Acceptance of Registration

Name (print)

Signature

Date