



**Robert Morris University**  
**Service and Assistance Animals Policy**

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Pets and other animals normally are restricted on University property. However, in certain situations, “service animals” and “assistance animals” are permitted in certain areas of University property under the Americans with Disabilities Act (“ADA”) and the Fair Housing Act (“FHA”).

### **SERVICE ANIMALS**

**What is a Service Animal?** Service animals are defined as dogs (or in some cases miniature horses) (“Service Animal”) that are individually trained to do work or perform tasks for people with disabilities. Other species of animals whether wild or domestic, trained or untrained, are not Service Animals. The work or task that the Service Animal performs must be directly related to the individual’s disability. Examples include assisting individuals with low vision and alerting individuals who are hearing impaired. Service Animals may also be needed to pull a wheelchair, retrieve items such as medicine or a telephone, recognize and assist during seizures, and prevent or interrupt compulsive or destructive behavior.

Animals whose presence provide emotional support, companionship or comfort but are not individually trained to do work or tasks in response to an individual’s disability are not considered Service Animals. Please see the discussion of “Assistance Animals” below.

**Service Animals on Campus.** Service Animals must be under effective control at all times and cannot harm or threaten others in the campus community, including faculty, staff, students and guests. Consistent with federal and state law, a Service Animal may be prohibited from University facilities or programs if the Service Animal’s behavior poses a direct threat to the health or safety of others, the Service Animal is out of control, or the Service Animal is not housebroken. If the student refuses to comply with the removal of the Service Animal or if the student violates the Rules Regarding Service Animals on Campus, then the student may be charged with violating the Code of Student Conduct. Service Animals may be used by any person who is participating in University programs or activities or who is on the University’s campus, including University housing.

Owners are responsible for properly containing and disposing of all animal waste. Animal waste must be immediately retrieved by the owner, placed in a sturdy plastic bag and securely tied before disposing of in an outside trash receptacle. If you need assistance with this, you must notify Student Accessibility Services to make arrangements.

Owners must ensure that preventative measures should be taken at all times for flea and odor control. Consideration of others must be taken into account when providing maintenance and hygiene to a Service Animal. Students will be liable for damage caused by Service Animals in the same manner they are responsible for personal damages to University property.

## **Inquiries Regarding Service Animals**

When it is not obvious what service a Service Animal provides, only limited inquiries are allowed. Faculty/staff can ask two questions:

1. Is the Service Animal a service animal required because of a disability?
2. What work or task(s) has the Service Animal been trained to perform?

Faculty/staff cannot ask about the person's disability, require medical documentation of the disability, require documentation of the animal's training, or ask that the Service Animal demonstrate its ability to perform the work or task. A student who is planning to live on campus with their Service Animal may, however, be required to provide a veterinarian's certification that the Service Animal is in good health.

## **User/Handler Responsibilities**

### **Students**

We strongly encourage students to make themselves known to Student Accessibility Services should they desire to have a Service Animal accompany them on campus, however they are not required to do so if the Service Animal will not reside in campus housing with the student.

If a student is planning to live on campus with their Service Animal, we will require that the individual fill out the Service Animal Form included in Exhibit A for housing accommodations so that the student can be assigned to the most appropriate housing location considering the student's needs and preferences. A request for housing with a Service Animal does NOT require documentation.

### **Employees**

Employees with questions about Service Animals or requests to have a Service Animal at work should contact Human Resources.

### **Visitors**

Service Animals accompanying individuals with disabilities are welcome in all areas of campus that are open to the public.

### **Public Etiquette by Students/Staff/Faculty/Administrators**

Service Animals are working animals and are not pets. The University asks that members of the University community and visitors adhere to the following best practices when interacting with Service Dogs.

Individuals should not:

- Assume that the Service Animal is a pet.
- Pet/touch a Service Animal. Petting distracts them from their responsibilities.

- Restrict the individual and the Service Animal from full participation in programs and activities of the University. This includes off campus activities and activities involving transportation.
- Assume the handler should have a visible disability. Do not make assumptions about the necessity of the Service Animal.
- Ask the handler about their specific medical condition.
- Prioritize the needs of another individual over the needs of an individual with a Service Animal. For example, we cannot restrict the access of a Service Animal fearing another member of the community may have an allergy.
- Feed a Service Animal.
- Deliberately startle, tease or taunt a Service Animal.

### **Allergies, Asthma and Other Medical Conditions**

Allergic reactions to animals are common. Persons who have asthma, allergies, or other medical conditions affected by the presence of animals are asked to contact Student Accessibility Services. The person impacted by the presence of the animal must provide verifiable medical documentation to support their claim. Individuals are expected to cooperate with Student Accessibility Services to resolve the issue. The needs of both individuals will be considered in resolving the issue.

If an allergy/animal conflict within a residence hall cannot be resolved agreeably, then the Office of Residence Life and Student Accessibility Services will collaborate to determine a solution.

### **ASSISTANCE ANIMALS**

**What is an Assistance Animal?** Assistance animals, which are defined under the FHA, are animals that work, provide assistance, perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability ("Assistance Animal"). [Assistance Animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures,] or providing emotional support to persons with disabilities who have a disability-related need for such support. Assistance Animals are only permitted in the student's private residence and are not permitted general access to campus or access to other residential areas.

**How do I qualify for an Assistance Animal in my residence?** There are two requirements that need to be met in evaluating a request for an Assistance Animal. First, an individual seeking to have an Assistance Animal in his/her residence should submit an Assistance Animal Request Form included in Exhibit B to Student Accessibility Services. Upon receipt of the form, Student Accessibility Services will schedule an interview with the requesting student. The student will be asked whether he/she has a disability. The student will also be asked whether he/she has a disability-related need for an Assistance Animal (in other words, does the animal work, provide assistance, perform tasks or services for the benefit of the person or provide emotional support that

alleviates one or more identified symptoms of the person's disability?). If an individual's disability is not readily apparent, the individual making the request may be asked to provide reliable documentation of his/her disability and of his/her disability-related need for an Assistance Animal. If an individual's disability is readily apparent but the disability-related need for the Assistance Animal is not, the individual making the request may be asked to provide documentation of the disability-related need for an Assistance Animal. If these requirements are met, the individual will be permitted to have an Assistance Animal in his/her residence.

The request for an Assistance Animal may be denied if the Assistance Animal would impose an undue financial and administrative burden or would fundamentally alter the nature of the University's programs or activities.

The request for an Assistance Animal may also be denied if it is determined that the specific Assistance Animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation or if the animal would cause substantial physical damage to the University's property or the property of others that cannot be reduced or eliminated by another reasonable accommodation.

A determination that an Assistance Animal poses a direct threat to the health or safety of others or that it would cause substantial physical damage to the University's property or the property of others will be based on an individualized assessment that relies on objective information about the specific animal's actual conduct, not on mere speculation or fear about types of harm or damage an animal may cause and not on evidence about harm or damage caused by other animals.

**How do I begin the process to have an Assistance Animal in my residence?** Please complete and send the Assistance Animal Request Form to Student Accessibility Services. Student Accessibility Services will then schedule an in-person meeting with the applicant, which may also include a representative from the Office of Residence Life.

We strongly recommend that the student submit the Assistance Animal Request Form at least 90 days prior to the move in date so that the in-person meeting can be scheduled and the student's request can be considered.

If the student's disability is not readily apparent or known to the University, the student may be required to submit reliable documentation of the student's disability and the student's disability-related need for the Assistance Animal.

If the student's disability is readily apparent or known to the University but the disability-related need for the Assistance Animal is not, the student may be required to submit reliable documentation of the disability-related need for the Assistance Animal.

Such documentation should include documentation from a licensed physician, psychiatrist, social worker, or other mental health provider related to the disability-related need for the Assistance Animal and should identify the specific type of Assistance Animal that is recommended.

Applicants will be informed after their in-person meeting regarding whether such documentation will be required.

**When can Assistance Animals be removed from a residence?** An Assistance Animal may be removed from a residence if (1) it imposes an undue financial and administrative burden or would fundamentally alter the nature of the University's programs or activities, (2) it poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation or, (3) it would cause substantial physical damage to the property of the University or others that cannot be reduced or eliminated by another reasonable accommodation. If a determination is made that the animal should be removed, a joint letter will be sent to the student from the Office of Residence Life and Student Accessibility Services. If the student refuses to remove the animal from his or her campus residence after such a determination has been made, the student may be charged with violating the Code of Student Conduct.

**Affect of this Policy on Roommates.** Due to the nature of housing in campus residence halls and apartments, students share rooms and living spaces. Students with support animals will have a roommate(s). The support animal should not infringe upon another resident's ability to use and enjoy their housing spaces. All roommates of the student must sign an agreement allowing the Assistance Animal to be in residence with them. In the event that one or more roommates do not approve, either the student and Assistance Animal or the non-approving roommate(s), as determined by the Director of Residence Life, may be moved to a more suitable location. The Office of Residence Life has the right to relocate the student and Assistance Animal as necessary.

## **WHAT RULES AND EXPECTATIONS PERTAIN TO SERVICE ANIMALS AND ASSISTANCE ANIMALS?**

There are some rules that apply to Service Animals and Assistance Animals. Failure to follow the rules related to Service and/or Assistance Animals may result in the loss of animal's access to campus, loss of student's permission to keep an Assistance Animal in an on-campus residence, and/or a violation of the Code of Student Conduct.

### **A. Service Animal Rules<sup>1</sup>**

1. Service Animals may not pose a direct threat to the health or safety of other students, staff, faculty or guests that cannot be reduced or eliminated to an acceptable level by a reasonable modification of other policies, practices, and procedures.
2. A Service Animal may be denied access to campus if the animal is out of control and its handler does not take effective action to control its behaviors.
3. Service Animals must be housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination).
4. Service Animals must be treated humanely. Any reports of mistreatment may be referred to both Student Accessibility Services and Office of Residence Life, which could result in loss of housing if the Service Animal lives on campus with the student.
5. All Service Animals must be in good health and have veterinarian recommended vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is required if the Service Animal will live on campus with the student. The Office of Residence Life reserves the right to request updated verification at any time during the animal's residence. Students are responsible for complying with all applicable laws and regulations concerning their Service Animals, licensure, leash control laws, cleanup rules, and animal health.
6. Handlers are responsible for any medical bills associated with another person's interaction with a Service Animal. Handlers are responsible for any property damage incurred by the University or another person as a result of the animal's behavior.

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<sup>1</sup> If an animal qualifies as both a Service Animal and Assistance Animal because it must reside with a student in his or her residence and must also accompany the student around campus, the rules on both Service Animals and Assistance Animals apply to the animal.

**B. Assistance Animal Rules**

1. Assistance Animals may not pose a direct threat to the health or safety of other students, staff, faculty or guests that cannot be reduced or eliminated by another reasonable accommodation.
2. Assistance Animals may not cause substantial physical damage to the property of the University or of others that cannot be reduced or eliminated by another reasonable accommodation.
3. Assistance Animals cannot fundamentally alter the nature of the University's programs or activities.
4. Assistance Animals cannot create a nuisance to or distract from other students' use of the residence. Residence halls are places of study and rest; animals that make excessive noise or cause disruption may fundamentally alter the nature of the University's programs or activities.
5. If the Assistance Animal comes into contact with other Assistance Animals, the Assistance Animal must interact and behave well with other Assistance Animals or be kept apart.
6. All Assistance Animals must be treated humanely. Any reports of mistreatment may be referred to both Student Accessibility Services and Office of Residence Life, and could result in loss of housing.
7. Assistance Animals need to be kept in clean, sanitary and safe conditions. This responsibility falls on the student and the University assumes no liability for the animal. All animals must be properly cared for which includes food, medical treatment, flea/tick treatment, clean living space, etc. All Assistance Animals must be housed in acceptable and humane conditions within the residential area (e.g. appropriately sized crate/carrier, ability to move freely through the residential area, etc.)
8. All Assistance Animals must be in good health and have veterinarian recommended vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is due at the time of approval. The Office of Residence Life reserves the right to request updated verification at any time during the animal's residence. Students are responsible for complying with all applicable laws and regulations concerning their Assistance Animals, licensure, leash control laws, cleanup rules, and animal health.
9. Allergic reactions to animals are common. Persons who have asthma, allergies, or other medical conditions effected by the presence of animals are asked to contact Student Accessibility Services. The person impacted by the presence of the animal must provide verifiable medical documentation to support their claim. The needs of both individuals will be considered in

resolving the issue. If an allergy/animal conflict within a residence hall cannot be resolved agreeably, then the Office of Residence Life will determine a solution.

10. Assistance Animals are not permitted general access to campus areas other than your residence. The Assistance Animal must be kept in the student's assigned private residential area (i.e., individual room or apartment) and cannot be taken to other private residential areas. When Assistance Animals are transported outside the private residential area, they must be transported in an animal carrier or controlled by leash, harness or other tether and wear identification tags with contact information and if applicable, vaccination information.

11. Assistance Animals must be boarded off-campus should the student leave his/her University residence for more than 24 hours. Should the student be away from the residence hall for more than 10 hours due to academic requirements, adequate arrangements for the animal to have appropriate care must be made by the student.

12. Owners are responsible for properly containing and disposing of all animal waste. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and tied securely before disposing of in an outside trash receptacle. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces. Outdoor animal waste, such as dog feces, must be immediately retrieved by the owner, placed in a sturdy plastic bag and securely tied before disposing of in an outside trash receptacle. For visually impaired students, a designated area for Assistance Animal waste will be agreed upon in advance.

13. The Office of Residence Life reserves the right to check the residential area at any time for unhygienic conditions.

14. Assistance Animals do not require a deposit, but students are financially and legally responsible for the actions of the Assistance Animal such as bodily injury or property damage, including but not limited to, any replacement of furniture, carpet, drapes or wall covering, etc. The Facilities Department shall have the right to bill the student's account for repair, replacement and other costs.

15. The student is responsible for the cost of any required cleaning that is above and beyond a normal cleaning or for repairs to housing facilities that are assessed after vacating the residence. The Facilities Department has the right to bill the student's account for all damages or deficiencies with the room condition or apartment.

16. The student is responsible for any medical bills associated with another person's interaction with the Assistance Animal or for any property damage incurred by the University or another person as a result of the animal's behavior.



17. The student's residence may be inspected for fleas, ticks or other pests once per term or as needed. The Office of Residence Life will schedule extermination if fleas, ticks or other pests are detected through inspection; the residence (which may extend beyond the student's private residential area) will be treated using approved fumigation methods by a University approved pest control service. The student will be billed for the expense of any pest treatment reasonably deemed necessary by the University as a result of the Assistance Animal.

18. The student must notify Student Accessibility Services in writing if his/her Assistance Animal is no longer needed as an Assistance Animal or is no longer in residence. To replace an Assistance Animal, the student must file a new request through Student Accessibility Services.

19. Should the Assistance Animal be removed from the premises for any reason, the student is expected to fulfill his/her housing obligations for the remainder of the housing agreement.

20. Students who are approved to have an Assistance Animal on campus must sign the Indemnification Agreement included in Exhibit C to this Policy, which will be on file with Student Accessibility Services and the Office of Residence Life.

**Violations of this Policy.** If a student fails to comply with these Rules related to Assistance Animals, then Residence Life will investigate any complaints and will work with the Student Accessibility Services to resolve any issues or concerns. Any violation of these Rules or this policy related to Assistance Animals will be reviewed through the Office of Student Life and the student will be afforded all rights of due process and appeal as outlined in the Code of Student Conduct. Notwithstanding such rights, the University has the right to correct immediately any potentially harmful situation, including removal of an Assistance Animal.

**Exhibit A**

**Service Animal Form**

Please complete the following information regarding your Service Animal. Please see the University's Service and Assistance Animal for more information. Please return this form to the Student Accessibility Services (SAS) Office upon completion.

**I. Student Information**

Student Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**II. Information About Animal**

1. Is the Service Animal a service animal required because of a disability?
2. What work or task(s) has the Service Animal been trained to perform?
3. **Residential Students:** For purposes of roommate and housing location selection only, please indicate the type of Service Animal (i.e., dog's breed).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit B



# Assistance Animal Request Form

Please complete the following information in order to begin the process for approval to have an Assistance Animal in your residence. Your request will be reviewed in accordance with Robert Morris University's Service and Assistance Animals Policy. Please submit your completed form to Student Accessibility Services. Student Accessibility Services will contact you to schedule a meeting to discuss your request. Reliable documentation of your disability and/or your disability-related need for an Assistance Animal may be required after your in-person meeting with Student Accessibility Services. Please print, then sign and date the form.

**I. Personal Information**

Applicant Name: \_\_\_\_\_ Student ID # \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Campus Residence Hall and Room Number: \_\_\_\_\_

RMU Mailbox: \_\_\_\_\_ Email: \_\_\_\_\_

**II. Assistance Animal Information**

1. Do you have a disability, i.e., a physical or mental impairment that substantially limits one or more major life activities?

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## ASSISTANCE ANIMAL REQUEST FORM

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2. Do you have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for your benefit or provide emotional support that alleviates one or more identified symptoms of an existing disability?

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3. Identify the type of assistance animal that you are requesting.

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Signature \_\_\_\_\_

Date \_\_\_\_\_

### RMU Official Use Only

Date Received: \_\_\_\_\_ Interview Date: \_\_\_\_\_

Documentation Received: \_\_\_\_\_ Indemnification Agreement Received: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Notes: \_\_\_\_\_

## Exhibit C

### Indemnification Agreement for Use of Assistance Animal

The undersigned student agrees to defend, indemnify, and hold Robert Morris University harmless from and against any third party claims, liabilities, lawsuits or actions (collectively, “Claims”) (including without limitation Claims by the student’s roommates), arising out of actual or alleged bodily injury, death or property damage caused by the student’s Assistance Animal.

#### Additional responsibilities or provisions

(If applicable, insert any additional responsibilities or provisions required by individual circumstances:)

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Student	Date / /
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Student Accessibility Services Representative	Date / /
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#### Roommate Acknowledgment (*Signatures Required on Following Page*)

As a roommate of a student with an approved Assistance Animal (as defined in the Assistance and Service Animal Policy), I understand the following:

- I. My roommate is solely responsible for the Assistance Animal and all responsibilities and requirements set forth by agreement with Robert Morris University. I assume no financial or legal responsibility for the actions of the Assistance Animal, such as bodily injury or property damage, including but not limited to any replacement of furniture, carpet, drapes or wall covering, etc.
- II. I agree to allow the Assistance Animal in the room or apartment and have no known allergies to the Assistance Animal. If I should change my mind or develop allergies to the Assistance Animal, I will be required and agree to move to another on-campus space. The Office of Residence life will take into account my preferences without guarantee and will make my placement as space permits.
- III. I am responsible for reporting any violations of this agreement to the Office of Residence Life immediately and will participate in the student conduct process or any legal action, should the information I report warrant my involvement.

2025/2026

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Roommate 1 Signature

Date / /

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Roommate 2 Signature

Date / /

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Roommate 3 Signature

Date / /

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Roommate 4 Signature

Date / /

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