

James A. Slough
PO Box 763
Lawrence, KS 66044-0763

**Assistance (Service/Support) Animal
Request for Reasonable Accommodation and Agreement**

Resident(s): _____

Owner/Agent: _____

Leased Premises: _____ Unit #: _____

City: _____ State: _____ Zip: _____

Federal, and State laws require that Owner/Agents individuals with a disability, to have service or support animals on residential rent property. There are two types of assistance animals:

- Service animals are trained to perform specific tasks to assist individuals with disabilities, including individuals with mental health disabilities. Service animals do not need to be professionally trained or certified but may be trained by the individual with a disability or another individual. Persons, including tenants, occupants, invitees, owners, and others, are permitted to have service animals in all dwellings (including common use and public use areas), residential real estate, and other buildings involved in residential real estate transactions. Examples of service animals include, but are not limited to:
 - Guide dog or other animal trained to guide a blind individual or individual with low vision;
 - Signal dog or other animal trained to alert a deaf or hard-of-hearing individual to sounds;
 - Service dog or other animal individually trained to the requirements of an individual with a disability;
 - Miniature horses (as defined by federal law);
 - Service animals in training including guide, signal, and service dogs being trained by individuals with disabilities, persons assisting individuals with disabilities, or authorized trainers.
- Support animals provide emotional, cognitive, or other similar support to an individual with a disability. A support animal does not need to be trained or certified. Support animals are also known as conform animals or emotional support animals.

Resident will be asked to provide written verification in the event that the disability and/or the disability-related need for a support animal are not obvious, apparent or otherwise known to the Owner/Agent.

Both types of assistance animals are exempt from no pet policies and policies that place limitations on the type, size, breed and number of pets that are allowed. No pet deposit/additional security deposit or pet rent will be charged; however Resident will be responsible for any damage to the unit above ordinary wear and tear that is caused by an assistance animal.

Request for Reasonable Accommodation (Assistance Service or Support Animal)

Resident requests a reasonable accommodation to have an assistance animal in the unit. This request is for _____ [Name of Resident or other Household Member a Disability].

Resident requests to keep the following type of assistance animal (check one)

Service animal (as defined on page 1)

Support animal (as defined on page 1)

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If the animal is a service animal as defined on page 1, what disability-related task(s) has the animal been trained to perform?

If the animal is a support animal, I/Resident need(s) this accommodation because:

Resident verbally requested that an assistance animal be permitted.

Assistance animal was requested by _____, relationship to Resident _____.

Support Animals: Verification of Disability and/or Disability-Related Need. Unless the disability and need the disability related for a support animal are obvious or otherwise known to Owner/Agent, you must submit to Owner/Agent written verification from a credible party (such as a doctor, or other medical professional (including the office of a medical practice or a nursing registry), a peer support group, a non-medical service agency (including In-Home Supportive Services of Supported Living Services providers) or any other reliable party who is in a position to know about the individual's disability) verifying that the person has a disability and that a support animal is related to, and needed because of, the disability (e.g., provides emotional, cognitive, or other similar support for the person with the disability). The verification should include the issuer's license number (if applicable), contact and business information. If the resident is asking for more than one service/ companion animal, the verification should also state the number of animals that are necessary due to the disability.

Owner/Agent will notify Resident in writing within 14 days of receiving all necessary information, request, and or proof of the decision.

Upon approval of the request, Resident shall complete, sign and submit Assistance Animal Agreement and Appendix A of the Assistance Animal Agreement.

Residents(s):

_____ Date: _____
_____ Date: _____
_____ Date: _____
_____ Date: _____

Owner/Agent:

_____ Date: _____

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Assistance Animal Agreement

Resident(s): _____
Owner/Agent: _____
Leased Premises: _____ Unit #: _____
City: _____ State: _____ Zip: _____

This Assistance Animal Agreement is incorporated into the Lease/Rental Agreement for the above-referenced Premises. Resident agrees to abide by the following reasonable rules of conduct for the assistance animal:

1. Resident shall maintain control of animal at all times and represents that animal will not cause any damage, discomfort, annoyance, nuisance or in any way to inconvenience, or cause complaints, from any other resident, guest, neighbor or employee. The Resident is responsible for his/her assistance animal, If an animal becomes unruly, disturbs the peace and quiet enjoyment of other residents through nuisance, excessive noise including barking, whining, or exhibits behavior that poses a threat to the health and safety of other residents or animals (such as aggressive barking, growling, lunging, attacking, or attempting to attack), Resident may be asked to remove animal from Premises as outlined below.
2. Resident is responsible for cleaning up after assistance animal and promptly and properly disposing of all animal waste. Resident must provide and maintain an appropriate litter box, if applicable. Use of the common area grounds or amenities or the floors, balconies, patios of the Premises for animal waste elimination is prohibited.
3. Resident must keep the animal leashed or harnessed (or in a carrier) and under complete control of a responsible person at all times when outside the unit.
4. Resident agrees no animals will be left alone, or tied, chained or placed outside of the unit, including but not limited to patio and balcony areas.
5. Resident shall be liable to Owner/Agent for all damages or expenses incurred by Owner/Agent in connection with animal, including but not limited to damage above ordinary wear and tear to the Premises, common area grounds or amenities caused by animal.

Resident may not leave animal food or water outside the unit and must maintain food and water inside the unit in such a way that it does not become an attractant for pests.

6. Resident must control fleas and ticks by use of appropriate flea/tick control products.
7. In the event that Owner/Agent, contractor, vendor or maintenance personnel need access to the unit, the animal will be confined or removed from the unit during such period.

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8. Assistance animal offspring are not permitted and Resident will not breed the animal or otherwise allow the animal to produce offspring.
9. While assistance animals are not pets, animal must have all vaccinations and licensing required by law and Resident must provide proof of vaccinations and licensing to Owner/Agent.
10. Assistance animals that appear to be poorly cared for or abused will be reported to the appropriate authority for possible removal at the Resident's expense.
11. If an animal disturbs the peace and quiet of other residents through nuisance or if Resident is not complying with Resident's obligations under this Agreement, Resident will be given an opportunity to cure the problem. If the problem is not cured, Resident will be required to remove the animal from the Premises. If an animal's behavior poses threat to the health and safety of other Residents or animals at the property, the animal will be required to be removed. If it becomes necessary to require removal of an animal, alternative accommodations will be considered.
12. No assistance animal will be allowed in the Premises unless an Assistance Animal Agreement in completed. Resident may not bring additional assistance animals into the Premises that have not been approved or add assistance animals without prior written request, verification, approval and documentation.

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understand this Agreement.

This Agreement may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Residents(s):

_____ Date: _____
_____ Date: _____
_____ Date: _____
_____ Date: _____

Owner/Agent:

_____ Date: _____

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**Assistance (Service/Support) Animal
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Appendix A Service/Companion Animal Agreement

Animal Name: _____

Breed: _____

Color: _____

Type of animal: _____

Gender: _____

License No.: _____

Weight: _____

Age: _____

Description: _____

Veterinarian: _____

Emergency contact: _____

Owner Agent must be notified of significant changes to above.

PHOTO: Photo must be provided for file.

LICENSES: Animals should be licensed in accordance with all applicable State and local laws. Copy of license must be provided for file.

VACCINATIONS AND INOCULATIONS: Please attach a document from a qualified Veterinarian indicating the Animal has met all vaccination and inoculation requirements in your area. The document should indicate types of vaccinations and inoculations received and dates.

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Sample letter for Companion Animal Accommodation

I [Name of professional (Therapist, physician, psychiatrist, rehabilitation counselor)]

_____, the undersigned swear and affirm that the

_____ [Patient/Resident Name] requires a

Companion Animal. I am intimately familiar with his/her medical history and with the functional

limitations imposed by his/her disability. The _____ [Patient/Resident]

has certain limitations. To assist in alleviating these difficulties, and to enhance his/her ability to live

independently, I am prescribing a service or emotional support animal that will assist the resident in

coping with his/her disability.

This reasonable accommodation should be granted. Through _____ [date].

Sincerely,

Signature,

[Name of Professional and Lic. #]