

#### **Guidelines for Approved Dog Ownership in Dog-Friendly Housing**

#### A. Purpose

1. This is a guideline for approved dog ownership in University-owned, designated Dog-Friendly housing.

#### **B.** Definitions

- Approved Dog: A pet dog that is over 1 year old by August 1<sup>st</sup> prior to arrival on campus and under thirty (30) pounds except German Shepherds, Doberman Pinschers, Rottweilers, Pit Bulls/pit mixes, Great Danes, Dalmatians, Mastiffs, St. Bernard's, and Wolfhounds, and is registered with the Division of Student Affairs in accordance with these guidelines. Approved dogs must have no history of aggression against dogs or people.
- 2. Pet: An animal kept for ordinary use and companionship. A pet is **not** an Emotional Support Animal, Service Animal or an Assistance Animal which are animals governed by separate University guideline. Please refer to that guideline if the animal you plan to keep in University housing qualifies as an Emotional Support Animal, Service Animal or an Assistance Animal.
- 3. Dog Friendly Housing: A residence hall, apartment, townhouse designated by the Division of Student Affairs as "Dog Friendly" in writing.
- 4. Student Owner: The student who registers the Approved Dog with the Division of Student Affairs, signs the Dog Ownership Agreement, and is responsible for the Approved Dog under these guidelines.

#### C. Guidelines and Procedures

- 1. Dogs are not permitted in any University-owned Residence Halls, Apartments or Townhomes unless the Dog is an Approved Dog.
- 2. A Student is permitted to keep an Approved Dog in University-owned, designated Dog-Friendly Housing, if 1) approval is obtained from the Division of Student Affairs, (2) the Student Owner complies with these guidelines, (3) a Dog Ownership Agreement is signed by the Student Owner, (4) all roommates sign the required Roommate Attestation, and a (5) the Student Owner submits an Approved Dog Accommodation Fee. Only one Approved Dog per unit is allowed.

- 3. A Student Owner must comply with the following:
  - a. Dog Ordinances
    - i. The Approved Dog must have all required vaccinations and licenses, must be sprayed or neutered at the appropriate age, and must have current identification tags in accordance with Philadelphia Dog Ordinances. The Approved Dog must be tagged with the Student Owner's contact information. Updated copies of the license and vaccination records along with a photograph of the dog must be kept on file in the Residence Life & Community Development Main Office (Union 205) and must be provided in advance of the Approved Dog's arrival on campus. Documentation must be resubmitted annually.
    - ii. Information concerning Philadelphia Dog Ordinances applicable to the University's Guidelines can be found here:
      - 1. Philadelphia Dog Ownership Laws and Requirements
      - 2. Philadelphia Animal Care and Control Center
  - b. Proper Maintenance of the Approved Dog in University-owned Residences.
    - The Approved Dog must remain in Student Owner's University-owned residence <u>at all times</u>, except when it must be walked for urination and/or defecation. Urination and defecation shall only be done in designated areas determined by the University.
    - ii. Anytime the dog is outside of the Student Owner's residence, it must be led on a leash with identifying tags/collars. The Approved Dog may not be tied to any fixed object anywhere outside of the Student Owner's space, including outside any University owned and operated building. Approved Dogs may not accompany owners to classes, or enter any academic or other University-owned buildings. Approved Dogs may not be present at any University events unless it is specifically identified by the University as a "Dog/Approved Dog Friendly Event."
    - iii. The Student Owner is solely responsible for ensuring the Approved Dog has all necessary items to ensure its health and wellbeing, including but not limited to:
      - 1. Food (kept in a closed air-tight container) and water
      - 2. Grooming and cleaning tools
      - 3. Toys for mental stimulation
      - 4. Appropriate confinement equipment (crate and/or carrier)

- iv. The Student Owner must possess products that will appropriately treat/care for/clean up the dog's accidents involving feces, urine, vomit, or other bodily fluids.
- v. The Approved Dog may not be left overnight in University-owned housing alone or to be cared for by another person other than the Student Owner. If the Student Owner fails to remove the dog before going on an extended leave (more than 24 hours), the University reserves the right to remove, and at the University's discretion, board the dog, at the Student Owner's expense, until the Student Owner is able to return to their University-owned residence.
- vi. Feces from the Approved Dog must be immediately picked up by the Student Owner during walks and disposed of appropriately. Feces should always be disposed of in outdoor dumpsters, never within University buildings.
- vii. All reasonable precautions must be taken to protect the people and property of the University. All costs for repairs relating to damages, extermination services, and/or a need for extraordinary cleaning caused by the Approved Dog will be the responsibility of the Student Owner. All dog food must be kept in a closed, air tight container, within the confines of the Student Owner's residence. Open bags of food are not permissible.
- viii. Any flea or other infestation must be reported immediately to the Residence Life and Facilities and attended to promptly by the University's contracted extermination company at the Student Owner's expense. Student Owners may not arrange for their own services.
  - Student Owners must take precautionary measures such as: flea
    and tick control, medications prescribed by veterinarians, flea and
    tick collars, and taking the dog to the veterinarian for flea and tick
    baths (presentation of receipts for purchase of products is
    required).
  - ix. The Student Owner has an obligation to make sure that the Universityowned residence is as clean as the original standard upon moving out. If the room or apartment has carpeting, this also includes regular vacuuming and spot cleaning.
  - x. Regular and routine cleaning of floors and kennels must occur. An odor of the dog emanating from the University-owned residence is not acceptable.
- xi. Approved Dogs may not be bathed in residence halls, apartments or townhouses apartments/residences; only at University-designated dog washing stations and/or through offsite grooming services.

xii. The Student Owner must continue to abide by all other University residential policies.

#### c. Facilities Service Requests

- i. Student owners with approved dogs must indicate in any <u>Facilities Service</u> <u>Request</u> for his/her Apartment, Residence Hall Room or Townhome, that a dog lives in that space, and specify the breed, where the dog is located and a cell phone number where the Student Owner can be reached.
- ii. The Student Owner must make every attempt to be present while the work is being completed. If he/she cannot be present in the space on the day the request is being fulfilled, the dog cannot be allowed to roam the space freely and must be confined to a crate or carrier.
  - Student Owners are encouraged to follow up a facilities request with a call to facilities to discuss details pertaining to the dog and the request.
  - 2. Facilities dispatch can be reached at: 215.951.1315.

#### d. Responsibility for Behavior

- The Student Owner is fully responsible for the behavior of the Approved Dog.
- ii. Any and all damages caused by the Approved Dog will be the responsibility of the Student Owner. There will be a non-refundable Accommodation Fee in the amount of \$200.00 (\$100 per semester) assessed to the Student Owner upon approval of the Approved Dog.
- iii. All cost of repair, replacement, or cleaning is the Student Owner's responsibility and he/she will be billed accordingly. The Student Owner will be responsible for extra cleaning before vacating their apartment/residence.
- iv. The Student Owner must produce sufficient evidence that they have a policy of renter's insurance naming the University as an additional insured and providing liability coverage and personal property coverage during the period in which the Approved Dog will be in the University-owned Residence Hall, Apartment or Townhome.
- v. The Approved Dog must not disrupt others (including but not limited to barking continuously, growling, yowling, howling, crying, etc.) or interfere with the normal activities of the residence hall/area or cause difficulties for students who reside there.

- vi. Student Owners may be referred to the Office of Student Conduct for significant disruptions caused by an Approved Dog in their care.
- vii. The Student Owner will notify Residence Life & Community Development or La Salle Public Safety if the Approved Dog escapes its confines and is unable to be located within 1 hour.

#### e. Complaints Concerning Approved Dogs

- Any concerns by residents, staff, or other University personnel/affiliate about health, safety, disruption, or damage concerning the dog should be directed to the Executive Director of Residence Life & Community Engagement or designee.
- ii. In the event of a formal complaint, the Executive Director of Residence Life & Community Engagement or designee will determine whether the dog's presence is a hindrance and impacts the community in which the Student Owner lives. An investigation will ensue to determine whether the Student Owner can continue to house the dog in University-owned residence.
  - 1. A formal complaint constitutes a written document identifying specific incidences the complainant has regarding the dog or the owner.
  - 2. If the formal complaint filed is deemed legitimate and outlines relevant health or safety concerns for staff, students or any other University member, the Student Owner will be expected to remove the dog within 48 hours.

#### D. Appendices

- 1. Checklist of Required Items for Approved Dogs
- 2. Dog Ownership Agreement
- 3. Roommate Attestation

#### E. Responsible Office

**Division of Student Affairs** 

#### F. End Notes

Effective: February 2019

# Appendix 1

# Checklist of Required Items for Approval of Dogs in Student Dog-Friendly University-Owned Housing

Name of Dog Owner:			University-owned Residence:			
Dog Bree	d:					
Initial Rec	uest Requirem	ents:				
	Submit formal request to Residence Life & Community Development (205 Union)					
	If approved, th	ne following documents will be	e required.			
Secondar	y Requirement	s and Documentation:				
	<ul><li>□ Rabie</li><li>□ DHLP</li></ul>	nations/procedures, including s (in accordance with Philade P vaccines ed or neutered				
	Philadelphia C	city Dog License				
	Dog Identification	tion tags				
	Photograph of dog (to remain on file with Residence Life & Community Development)					
	Signed statem	ent of approval by roommate	s/apartment mates regarding presence of dog			
	Certificate of F	Renter's Insurance Policy				
Ownership	and certify that	you have completed all requi	t with the University Guidelines for Dog rements and provided appropriate documentation so as required by the Guidelines.			
Printed Na	me of Student (	Owner				
Signature						

#### Appendix 2

## **Dog Ownership Agreement**

This Agreement made this	day of	, by and between La Salle University
("University") and	("Dog	Owner"), hereinafter collectively referred to as the
"Parties."		

WHEREAS, Dog Owner desires to keep its Approved Dog in University-owned housing; and

WHEREAS, University has established guidelines governing Approved Dogs in University-owned housing ("University Guidelines") and has approved Dog Owner's Approved Dog for University-owned housing;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, the parties agree as follows:

- 1. University will permit Dog Owner to keep a dog in University-owned housing in accordance with the University Guidelines, incorporated by reference as if fully stated herein.
- 2. Dog Owner represents and warrants that he/she has reviewed the University Guidelines and agrees to be bound thereby.
- 3. Dog Owner agrees and understands that should conditions and expectations outlined in the University Guidelines not be met with respect to Dog Owner or its Approved Dog, Dog Owner will receive written notice from the Executive Director of Residence Life & Community Engagement, in consultation with the Vice President for Student Affairs and Office of Student Conduct, to remove the dog within 48 hours. It will be the responsibility of the Dog Owner to find a suitable home for the dog.
- 4. The University shall not under any circumstances be liable for any property damages or personal injury or bodily injury damages caused by the Dog Owner or the Approved Dog. Dog Owner does hereby agree to indemnify, defend and hold University and its trustees, officers and agents harmless from and against all claims, demands, lawsuits, or judgments ("claims"), including claims for any injury or death to any person or damage or loss to any real, personal or commercial property, caused in whole or in part by the Dog Owner or the Approved Dog, whether or not such claims arise out of, in whole or in part, the active or passive negligence or other liability and/or the alleged active or passive negligence or other liability of the University, or its trustees, officers or agents.
- 5. Dog Owner acknowledges and accepts that there are inherent risks to keeping a dog on University-owned property or elsewhere, including but not limited to bodily injury, property damage or even death. Dog Owner accepts and assumes the risk of such injuries and damages, and by signing this Agreement, does hereby release, waive, indemnify and hold harmless La Salle University and all of its employees, agents, insurers, trustees and

representatives and their respective predecessors, successors and assigns of the University ("Released Parties") from any and all liability, damage or claim of any nature arising from the Dog and/or its presence on University-owned property.

6. The parties agree that an essential term of this Agreement is Dog Owner's covenant and agreement to procure and maintain, at his/her expense, during all periods in which the dog is living in University-owned housing, a policy of renter's insurance providing liability coverage and personal property coverages, among other things and naming University as an additional insured. 7. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement with respect to its subject matter and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in it shall be valid or binding. 8. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the Commonwealth of Pennsylvania. 9. This Agreement shall be in force for the academic year of , or during any period in which Dog Owner keeps the dog in University-owned housing, unless modified by subsequent agreement. I have read and understand the terms and conditions of this Agreement and enter into it knowingly, willingly and voluntarily, intending to be legally bound. Name and Signature of Dog Owner Date

***OFFICIAL RLCD USE ONLY***							
Approved:	Denied:	Notification Date:					
RLCD Signature:							
Denial Rationale:							

## Appendix 3

### **Roommate Attestation**

I understand and agree to having a dog reside in my University-owned residence, owned and cared for by my roommate/apartment mate. I have read and understand the University Guidelines on Dog Ownership in University-owned housing.

Name of Roommate(s)/Apartment mate	e(s):	
Signature(s) of Roommate(s)/Apartmen	t mate(s):	
Name	Signature	Date
Name	Signature	Date
Name	Signature	 Date