

# Service, Support, and Pet Guest Agreement Form

For the purposes of allowing dogs on Motel and Hotel properties, there are only three classifications of dogs: Service animals, Emotional Support animals (ESA), and pets. ESA dogs include comfort, emotional support, and therapy dogs. If a person has an Emotional Support Animal or therapy dog, it will be treated as a pet for guest purposes. Emotional Support Animals are covered under Fair Housing Law which applies to long-term rentals. Hotels/Motels are covered under ADA. The ADA does not recognize Emotional Support Animals.

This agreement contains our Hotel/Motel rules and policies for dogs. All guests with dogs will be required to read and fill out this agreement regardless of the type of dog classification.

## ADA SERVICE ANIMAL GUIDELINES

Based on the operation of this property as a hotel/motel, this establishment and all guests are required to observe the Service animal rules and regulations spelled out by the ADA. Beginning on March 15, 2011, only dogs are recognized as service animals under titles II and III of the ADA. A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability. The assistance the animal provides must relate to the individual's disability.

Under the ADA, service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks.

Staff cannot ask about the person's disability, require medical documentation, require a special Service Animal identification card, or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task. If a business requires a deposit or fee to be paid by patrons with dogs, it must waive the charge for Service Animals only. We will not ask an applicant or tenant to provide access to medical records or medical providers nor to provide detailed or extensive information or documentation of the person's physical or mental impairments.

A person with a disability cannot be asked to remove their Service Animal from the premises unless (1) the animal is out of control and the handler does not take effective action to control it or (2) the animal is not housebroken. When there is a legitimate reason to ask that a Service Animal be removed, staff must offer the person with a disability the opportunity to obtain goods or services without the animal's presence. If a Service Animal is out of control and the handler does not take effective action to control it, staff may request that the animal be removed from the premises.

By law, staff are allowed to ask the following two questions if a disability is not readily apparent:

Is the animal required because of a disability?

Circle one:            YES            NO

What work or task has the animal been trained to perform?

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## **OUR HOTEL/MOTEL ANIMAL GUIDELINES**

If a violation of any of the following terms and conditions occurs, the Management shall have the right to immediately cancel this agreement and require the guest to immediately remove the animal from the premises. Cancellation of this agreement will not waive the guest's responsibility for any damage.

Hotel and Motel guests are prohibited from leaving any animal in their room when they leave the hotel or motel.

All dogs must be leashed or have physical restraint when outside of any guest room.

All guests will be responsible for the cost of repairing or replace any damage caused by the guests or their dogs.

If any animal damages the motel property or excrement is not removed by the owner, management will ask the owner or guests to remove the animal from the property permanently.

The state of Pennsylvania and Erie County requires the following documentation for all service and emotional support animals and pets:

- Proof of up-to-date vaccinations
- Proof of a valid current County dog license

If your animal is not yet licensed or vaccinated when you enter the hotel/motel, (or you do not have proof of these things), you will have two weeks to obtain the license or vaccinations (or proof of them).

Per the state of Pennsylvania and Erie County, all dogs three months of age and older living in Pennsylvania must be licensed by January 1 of each year.

According to Pennsylvania state law, dogs must receive a rabies vaccine between the ages of 12-16 weeks and again a year later. A current rabies vaccine must be maintained for the life of the dog.

Dogs that bark continuously are considered a nuisance and management will ask the owner or guests to remove the animal from the property permanently. If the animal is not removed immediately upon management's request, management will report the animal to Ordinance Enforcement.

Management will request the City Police Bureau to enforce this against any person who owns, harbors or keeps in custody any animal which disturbs the peace, quiet, rest, sleep of any person within the City by barking, howling, or making loud noises, or which soils, defiles, defecates on or commits any nuisance on any common thoroughfare, sidewalk, passageway, by-pass, play area, park or any place where people congregate or walk, or on any public property whatsoever, or on any private property without permission of the owner of such property.

# Service, Support, and Pet Guest Agreement Form

Please fill out and sign the attached Animal Agreement. Please provide a Color photograph of all animals.

Guest(s) Name(s): \_\_\_\_\_

Room #: \_\_\_\_\_

Guest(s) agrees to comply with the following terms and conditions:

1. Only the specific animal listed and described in this Animal Agreement is authorized within the motel room. (attach color photos).
2. The animals will not cause: danger, damage, nuisance, noise, health hazard, nor soil the rental unit, premises, grounds, communal areas, walks, parking areas, landscaping, lawn, or gardens. Guests agree to clean up after their animals and agree to accept full responsibility and liability for any damage, injury or actions arising from, or caused by their animal.
3. Guest(s) will comply with all applicable ADA, local, state, and federal laws regarding animals.
4. Guest(s) warrant that their animals are house broken. Guests warrant that their animals have no history of causing physical harm to person or property, such as biting, scratching, chewing, and further warrant that their animals have no vicious history or tendencies.
5. All animals must be under the control of the guest, must never be left alone in the guest's room if they leave the premises, must be kept on a short leash while in communal areas or on the grounds. Barking will not be tolerated. It is considered a nuisance to other tenants and/or neighbors.

Animal Type: \_\_\_\_\_

Animal Description:

Kind	Type or Breed	Color	Name	Age	Weight
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Guest(s): (signing jointly and severally)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Motel Manager: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_