

THE ENCLAVE CONDOMINIUM ASSOCIATION

3851 Boardwalk
Atlantic City, NJ 08401

ASSISTANCE/COMFORT ANIMAL POLICY

The Enclave Condominium Association, Inc. (Enclave) recognizes the importance of Assistance/Comfort Animals to individuals with documented disabilities and has established the following policy regarding Assistance/Comfort Animals to assist residents with disabilities. This policy ensures that residents with disabilities, who require the use of Assistance/Comfort Animals as a reasonable accommodation, receive the benefit of the work or tasks performed by such animals or the therapeutic support they provide. The Enclave is committed to supporting residents with disabilities and their use of such an animal to afford them the equal opportunity and ability to use and enjoy their dwelling at The Enclave and all the amenities available. Set forth below are specific requirements and guidelines concerning the appropriate use and protocols associated with Assistance/Comfort Animals. The Enclave reserves the right to amend this policy as circumstances require.

I. Definitions

A. Service Animal ¹

A “Service Animal” is a dog that has been individually trained to do work or to perform tasks for the benefit of an individual with a disability. In some cases, a miniature horse may be permitted as a Service Animal. Other animals, whether wild or domestic, do not qualify as Service Animals. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting or protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with PTSD (Post Traumatic Stress Disorder) during an anxiety attack, or performing other duties. Service Animals are working animals, not pets. The work or tasks a Service Animal has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort or emotional support so not qualify as Service Animals. This policy does NOT apply to Service Animals and Service Animals in Training.

¹ Service Animals in Training: Pursuant to N.J.S.A. 10:5-29.3.5. 5. A service or guide dog trainer, while engaged in the actual training process and activities of service dogs or guide dogs, shall have the same rights and privileges with respect to access to public facilities and the same responsibilities as are applicable to a person with a disability. If you are training an animal to aid and guide persons with disabilities, you must contact the property manager and provide documentation concerning the same.

B. Assistance/Comfort Animal

“Assistance/Comfort Animals” are (1) animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or (2) animals that provide emotional support which alleviates one or more identifies symptoms or effects of a person’s disability. Some, but not all animals that assist persons with disabilities are professionally trained. Other Assistance/Comfort Animals are trained by the owners. The question is whether or not the animals performs the assistance or provides the benefit needed as a reasonable accommodation by the person with the disability. Unlike a Service Animal, an Assistance/Comfort Animal does not assist a person with the disability with activities of daily living, nor does it accompany a person with a disability at all times. Said animals are the subject of this policy.

C. Pet

A “Pet” is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or an Assistance/Comfort Animal. It is not covered by this policy. Residents and guests are not permitted to keep pets pursuant to the Rules and Regulations of The Enclave and as stated in paragraph 9A, subparagraph (12) of the Master Deed.

D. Approved Animal

An “Approved Animal” is an Assistance/Comfort Animals that has been granted an exception to the Rules and Regulations of The Enclave as a reasonable accommodation under this policy.

E. Resident

A “Resident” is the legal owner/occupant or qualified leaseholder/occupant of a residential condominium unit contained within The Enclave. A qualified leaseholder/occupant is a leaseholder whose tenancy is based upon a written lease for a term of at least one (1) year or longer. Short-term renters whose leases are less than one (1) year do not qualify as Residents under this policy.

A “Neighbor” is the legal owner/occupant or qualified leaseholder/occupant of a residential condominium unit contained within The Enclave whose unit is located on the same floor and the floors above and below the Resident requesting an accommodation under the policy.

F. Guest

A “Guest” is a person who is not a resident who is visiting another resident of The Enclave. Guests are not permitted to bring animals into the building or onto The Enclave property, with the exception of Service Animals and Service Animals in Training as described above. Guests with Service Animals and Service Animals in Training shall notify the management office upon arrival at The Enclave property.

G. Owner

The “Owner” is the resident who has requested the accommodation and has received approval to bring the “approved animal” in The Enclave.

H. The Accommodation Review Board

The “Accommodation Review Board” is a committee of the Board of Directors comprised of at least two Board Members, selected by the Board of Directors. Such persons shall review the incoming applications and requested documentation as outlined below to determine if the documentation is sufficient for the application for a Comfort/Assistance animal to be approved. Member(s) of the Accommodation Review Board may interview prospective unit owners as deemed necessary.

I. Appellate Review

Appeals shall be reviewed by the full Board of Directors of The Enclave with the assistance of the Property Manager. The Board of Directors shall have the authority to overrule or affirm any denials of a request for an accommodation pursuant to this policy. In the event of recusal, the remaining Board of Directors shall be considered final and binding on the Association.

II. Procedures for requesting to have Assistance/Comfort Animal as a reasonable accommodation.

Assistance/Comfort Animals may not be brought into The Enclave without the expressed approval of the Accommodation Review Board or the Board of Directors. In order to be considered for approval there must be a link or “nexus” between the animal and the documented disability. Emotional distress resulting from having to give up an animal because of the policy concerning pets contained in the Rules and Regulations and Master Deed does not qualify a person for an accommodation under Federal law. The procedures for requesting said approval an Assistance/Comfort Animal as a reasonable accommodation are outlined below:

1. Make an accommodation request to the Management Office.
2. After said accommodation request is received, the resident shall be provided the proper forms necessary to file a request.
3. Submit the appropriate current verification documentation, which dated within the last six (6) months, to the Management Office. The Verification Documentation are as follows:
 - a. Verification of the individual's disability from a licensed physician, psychiatrist, or other mental health professional from New Jersey, or the individual's home state, utilizing the form provided;
 - b. Statement on how the animal serves as an accommodation for the verified disability, and
 - c. Statement on how the need for the animal relates to the ability of the resident to use and enjoy the dwelling within the condominium.
4. All approved animals shall be recertified annually; namely on or before the anniversary or original approval date.
5. The Property Manager will accept the documentation submitted and review the same for completeness. The Property Manager shall forward the request and the completed application to the Accommodation Review Board of the Enclave, who shall discuss the provisions contained in this policy with resident requesting the Assistance/Comfort Animal and conduct any hearings which are deemed necessary.
6. Upon approval of the Assistance/Comfort Animal, the building staff will be notified as appropriate.
7. Upon completion of an application and the forwarding of the same to the Accommodation Review Board, the Neighbors of said resident shall be notified of the following:
 - a. An Assistance/Comfort Animal has been considered;
 - b. A description of the animal, including size, breed and coloring/other identifying characteristics;
 - c. Information regarding the restrictions of said animal in The Enclave. The aforesaid notifications are to alert any allergy sufferers of the animal's presence in the common areas surrounding their units in order that they make and take all necessary precautions and minimize the impact of said animal's presence on their allergies and their welfare.
 - d. If a request for an Assistance/Comfort Animal is denied, or otherwise not granted, the resident shall have the opportunity to appeal such decision. Said appeal shall be reviewed by the Board of Directors. Residents will receive information regarding the appeals process upon notification of the denial of the request for an accommodation. If the

denial of said request is not appealed with **thirty (30) days**, the application shall be considered concluded.

III. Conflicting Health Conditions

The Enclave will make reasonable effort to notify residents in the vicinity where the Approved Animal will be located in order to minimize the impact of the animal's presence on the health, safety and welfare of other residents.

1. Residents with medical condition(s) that are affected by animals (e.g. respiratory diseases, asthma, severe allergies) are asked to contact the Property Manager if they have a health or safety concern about exposure to an Assistance/Comfort Animal near their unit. The Enclave staff is prepared to take the necessary steps to protect the health, safety and welfare of the other residents while making reasonable accommodations of the applicant.
2. If requested, a resident with a conflicting medical condition may request that the Board of Directors conduct a hearing with regard to the reasonable accommodation request. Notice of said request shall be given the resident requesting the Accommodation. If such a request is made, approval of the reasonable accommodation shall be deemed pending subject to approval or disapproval by the Board of Directors.
3. At said hearing, the Resident with said medical condition shall be permitted to present evidence, testimony, and other documentation with regard to their medical condition and the impact that the Assistance/Comfort Animal will have on their health, safety, welfare and enjoyment of their dwelling.
4. The resident owner of the Assistance/Comfort Animal shall be permitted to present evidence, testimony and other documentation with regard to said objection.
5. In light of the presented evidence and documentation and with the input of the residents, the Board of Directors will attempt to resolve the conflict between the residents in an amicable fashion. If the residents are able to amicably agree on a resolution, the Board of Directors shall amend their **pending approval** to include the terms agreed upon by the residents. If they are unable to amicably resolve the matter, the Board of Directors shall make the final decision regarding the application.
6. The Board of Directors will resolve the conflict in a timely manner. They shall consider the conflicting needs and/or accommodations of all persons involved.

IV. Other Considerations Regarding Comfort Animal Applications

The Enclave is a multi-family high rise dwelling wherein the presence of large and medium size animals would disrupt the operation and purpose of The Enclave and its' residents. Said animal would also be a health, safety and welfare hazard for the other residents of The Enclave as well as for the proposed animal. As such, The Enclave requires that any and all applications for a comfort animal be limited to less than twenty (20) pounds, unless it can be established that a larger animal will not impose a health, safety, and welfare risk and will not disrupt the operation of The Enclave.

V. Owner's Responsibility

1. The Owner is responsible for assuring that the Approved Animal does not interfere with the routine activities of The Enclave or cause difficulties for other residents who reside there.
2. The Owner is financially responsible for the actions of the Approved Animal including bodily injury or property damage. The Owner shall maintain the necessary home owner's insurance coverage as required by the Master Deed. The Owner's responsibility covers, but is not limited to, replacement of furniture, carpet, window, wall covering, and the like contained in the common areas. When damage or injuries to said area are incurred, the Owner shall be notified within ten (10) days and shall be required to pay for said repairs within thirty (30) days or when the next payment of the association fees are due and payable, whichever is later. The Owner shall be financially responsible for any professional cleaning and repair services necessary to remedy damages caused to The Enclave property and shall be liable for any said cleaning and repair costs. Further, if any said repair/cleaning requires a financial cost, including the cost of temporarily relocating another resident of The Enclave, the Owner shall be liable for any and all attorney's and costs incurred by The Enclave with regard to any legal actions brought as a result of the animal's presence at the Enclave.
3. The Owner is financially responsible for any increase in operating costs incurred by The Enclave or its residents which are the results of the presence of the Assistance/Comfort Animal in The Enclave, including, but not limited to, any increase insurance premiums for The Enclave or its residents.
4. The Owner must notify the Board of Directors and the Property Manager in writing if the Approved Animal is no longer needed as an Approved Animal or is no longer in residence. To replace an

Approved Animal, the owner must file a new Request for Reasonable Accommodation.

5. The Owner's residence may be inspected for fleas, ticks or other pests once a month or as needed in order to ensure said pests do not spread to other residents' units. If fleas or ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a licensed pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management of The Enclave. Further, the Owner will be financially responsible for any costs incurred by any other residents displaced by the clean-up or remediation of any pest infestation, including temporary lodging costs.
6. Assistance/Comfort Animals must be contained within the private residential area of the resident at all times, except when transported outside the private residential area in an animal carrier or controlled by leash or harness. When outside the residence, the Owner of a Comfort/Assistance Animal shall carry proof that the animal is an Approved Animal. Assistance/Comfort Animals are not permitted on the balconies of any residential unit.
7. Approved Animals may not be left overnight in The Enclave to be cared for by another resident. Animals must be taken with the resident if they leave The Enclave for any prolonged period of time.
8. The Owner agrees to continue to abide by all other Rules and Regulations. Reasonable accommodation which may constitute an exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy, rule or regulation.
9. Failure to abide by these rules and regulations shall subject the resident to fines (collectable in the manner of damages as set forth below) or a review/revocation of the grant of the resident's application. If said application is revoked, the resident must apply anew in the future to seek a reasonable accommodation.
10. The owner undertakes to comply with animal health and well-being requirements as set forth in Article VI, Section C, as set forth below.

VI. Guidelines for Maintaining an Approved Animal at The Enclave

A. Introduction

The following guidelines apply to all Approved Animals and their owners, unless the nature of the documented disability of the owner precludes

adherence to these guidelines, and permission for a variance from the guidelines has been granted.

B. Care and Supervision

Care and supervision of the animal are the responsibility of the individual who benefits from the Approved Animal's use as follows:

1. The Owner is required to maintain control of the animal at all times.
2. The Owner is also responsible for ensuring the cleanup of the animal's waste and, when appropriate, must toilet the animal (curb) off premises consistent with reasonable capacity of the Owner.
3. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied up before being disposed of in outside trash dumpsters or in the trash chute.
4. Litter boxes should be placed on mats so that waste is not tracked onto carpet surfaces and to protect the underlying floor structure.
5. Dogs must be on a leash or carried at all times when out of the apartment/condominium unit. If possible, the animal shall be carried in an animal carrier which has been designated/manufactured for said purpose.
6. No more than one Assistance Animal may reside in an apartment or condominium unit, unless specific permission has been granted as a reasonable accommodation.
7. Owners with an Approved Assistance/Comfort Animal must use only the service elevator.
8. Assistance/Comfort Animals are not allowed in the pool areas or other common areas at any time, except hallways leading to and from the resident's unit. Assistance/Comfort Animals may not linger or loiter in the lobby or the hallways.
9. Assistance/Comfort Animals will not be allowed to cause or create a disturbance or nuisance of any kind.

10. A resident who permits their Assistance/Comfort Animal to bark or create any form of noise or nuisance disturbance shall be in violation of this policy and shall be subject to the sanctions as set forth in this policy.

C. Animal Health, Licensing, and Local Ordinances

1. Local ordinances, statutes, and regulations: Any and all animals must be in compliance with local ordinances and regulations. The Enclave will not approve any animals if they are prohibited or restricted by Atlantic City local ordinances or New Jersey law, (including statues and regulations).

2. Vaccination: In accordance with local ordinances and regulations, the animal must be immunized against diseases common to that type of animal. Dogs and cats must have current vaccination against rabies. Owner shall produce said documentation and provide a copy to the Property Manager on an annual basis.

3. Health: Animals, other than cats or dogs, to reside in The Enclave must have an annual clean bill of health from a licensed veterinarian. (Local licensing law is followed).

4. Licensing: The Enclave reserves the right to request, on demand, documentation showing that the animal has been licensed.

5. Leash: If appropriate, the animal must be on a leash.

6. Other Conditions: The Enclave may place other reasonable restrictions on the Assistance/Comfort Animals depending on the nature and characteristics of the animal.

7. Assistance: Residents with an Approved Animal understand that they cannot seek assistance from The Enclave staff with regard to the care, handling, maintenance and supervision of an Assistance/Comfort Animal.

8. Pests/Infestations: Is a resident with an Approved Animal permits their animal to become infected/infested with parasites, including fleas, ticks, and other animal borne illness, they shall immediately inform The Enclave Management and shall be liable for any clean-up costs incurred by The Enclave. The Resident with an Approved Animal shall reimburse The Enclave within thirty (30) days of a request for reimbursement

made by The Enclave. Failure to reimburse these requests shall be considered damages to The Enclave and subject to collection pursuant to the terms set forth below.

D. Requirements for Staff, Guests, and Other Residents of The Enclave

The Enclave staff, guests and residents are to abide by the following practices:

1. They are not to touch or pet Assistance/Comfort Animals unless invited to do so.
2. They are not to feed an Assistance/Comfort Animal.
3. They are not to startle an Assistance/Comfort Animal, deliberately.
4. They are not to separate or attempt to separate an Owner from his/her Service or Assistance/Comfort Animal.
5. They are not to inquire for details about the Owner's disabilities. The nature of a person's disabilities is a personal matter.
6. Report any suspected abuse or cruelty to any Assistance/Comfort Animal to the Atlantic City Police Department and/or county Society for the Prevention of Cruelty to Animals.
7. Staff of The Enclave shall not and will not provide assistance or aid to any Residents in the handling, care, maintenance, well-being, of any approved Assistance/Comfort Animal.

E. Removal of Approved Animal

1. The Enclave may exclude/remove an Approved Animal when 1) the animal poses a direct threat to the health of safety of others, or 2) the animal's presence results in a fundamental alteration of The Enclave and it's operation, or 3) the Owner does not comply with Owner's Responsibilities or 4) the animal or its presence creates an unmanageable disturbance or interference with the other residents of The Enclave, or 5) the keeping of said animal is or becomes a violation of any Atlantic City Ordinance or New Jersey statute /regulation.

2. Violations of this policy will subject the resident to fines and repeated violations of this policy will result in the approval of the Assistance/Comfort Animal being subject to revocation.
3. Any violation of this policy that creates a health, safety or welfare risk to any resident, staff, guest or invitee of The Enclave shall be subject to the revocation of the approval of the Assistance/Comfort Animal.
4. Any Assistance/Comfort Animal who attacks, threatens to attack, or demonstrates violent propensities toward any resident, staff, guest or invitee of The Enclave shall result in the **IMMEDIATE** revocation of the approval of the Assistance/Comfort Animal and the resident owner of said animal shall be liable for damages.

F. Damages

Owners of Approved Animals are solely responsible for any damage to persons or The Enclave property caused by their animal(s). Said damages shall be reimbursed to The Enclave within thirty (30) days as requested by The Enclave or the Property Manager. Failure to reimburse The Enclave these damages shall result in the collection of said damages through a court proceeding. The Superior Court of New Jersey, Atlantic County, shall be the exclusive jurisdiction and venue for the collection of said damages. Owners of Approved Animals shall be liable to The Enclave for any reasonable attorney's fees and costs incurred for the collection of said damages.

G. Areas Off Limits to Assistance/Comfort Animals

All areas are off limits to the Approved Animal, except the apartment/condominium unit of the resident whom has been granted the reasonable accommodation of an Assistance/Comfort Animal and the necessary hallways and corridors necessary for entry and departure of said unit. Assistance/Comfort Animals are also prohibited from being on the balcony of the unit of any residence due to the health, safety, and welfare issues associated with having an animal on the balcony.

H. Death or Removal of an Approved Assistance/Comfort Animal

Upon the death or removal of an approved animal, the reasonable accommodation request for said animal shall be deemed cancelled/and or withdrawn. Prior to obtaining a new Assistance/Comfort Animal, the resident must re-apply pursuant to the procedures outlined above.

VII. Appeals

A. Board of Directors

1. All appeals from the denial of an application for an Assistance/Comfort Animal shall be heard by the full Board of Directors of The Enclave.
2. Upon receipt of an appeal request, the Board shall schedule a meeting/hearing at which time the resident requesting an accommodation (or his advocate or attorney) shall be permitted to present testimony, argument, and documentation in support of the application in support of the application as the resident deems appropriate. Said hearing shall be confidential and not open to the public or other residents, unless another resident has presented a conflicting health concern as described above.
3. The decision of the Board of Directors shall include a written explanation setting forth the reasons for the decision made.
4. Said statement of reasons shall be considered confidential in nature and not open to the public for inspection.
5. In the case of conflict of interest, the Board of Directors with said conflict may recuse himself/herself.
6. In the case of said recusal, the remaining members of the Board of Directors shall meet and conduct said hearing and issue said written explanation for its decision.

By my signature below, I verify that I have read, understand, and agree to abide by the guidelines outlined above. Further, I agree to provide the additional information required to complete my Request for a Reasonable Accommodation under The Enclave's Assistance / Comfort Animal Policy.

Resident Owner's or Qualified Lessee's Signature

Date

**Printed Name of Resident Owner's or
Qualified Lessee**

Comfort Animal Policy – word doc 01022020

THE ENCLAVE CONDOMINIUM ASSOCIATION

3851 Boardwalk
Atlantic City, NJ 08401

APPLICATION FOR ASSISTANCE/COMFORT ANIMALS

(Must be filled out completely and include ALL attachments)

Name of Resident: _____; Unit Number: _____
Healthcare Provider Name: _____
Healthcare Provider Address: _____
Healthcare Provider Phone: _____ Fax: _____ Email: _____

Animal Description (specify type, color, breed, etc.): _____
Animal Size: Height _____; Weight _____
Hair/Coat Length: _____; Markings: _____
Animal Gender: _____; Date of Rabies Vaccination: _____
Is Animal Spayed or Neutered: _____; If no, why not: _____
Veterinarian Name: _____
Veterinarian Address: _____

ALL OF THE FOLLOWING MUST BE ATTACHED AND CHECKED OFF:

- I attached two pictures of the animal taken from the animals (1) face and (2) side.
 - I attach my signed and dated Verification of the resident's disability from a physician, psychiatrist, or other mental health professional, licensed in New Jersey or the Resident's home state.
 - I have provided a health certification signed by a licensed veterinarian indicating that the proposed animal is up-to-date on all vaccinations and has a clean bill of health.
 - I have attached a Current Rabies Certificate for the proposed animal, which is Valid Through December 31st of the current year.
 - I have attached the Current Licensing documentation for the animal.
-

RESIDENT MUST AGREE TO ALL OF THE FOLLOWING:

(check mark indicates agreement)

- I agree to maintain control of my animal at all times.

- I agree to accompany my animal at all times when not in my unit.
- I understand that my animal must wear a leash, collar, cape, or other device to secure it. Additionally, if the animal is not secured in a cage or other device, the animal must not be permitted in any of the hallways or corridors of The Enclave.
- I agree my animal will be licensed and will wear a valid vaccination tag at all times.
- I understand my animal must be house broken, well-groomed, odor free, and not infected with external parasites, i.e. ticks, fleas or lice.
- I agree that I am responsible for the sanitary disposal of my animal's waste while residing at The Enclave.
- I agree that I am responsible for any damage or personal injury caused by my animal and further agree to pay The Enclave any costs associated with the clean up or otherwise remedy any damage caused by my animal. Further, I agree to hold The Enclave harmless for any and all damages caused by my animal. I agree and acknowledge that I am responsible for any attorney's fees and costs of The Enclave which are incurred as a result of my animal.
- I understand that others may be impacted by the presence of my animal in a residential setting. As a result, I understand and agree that should my animal become a concern, issue, or problem with regard to the health, safety, and welfare of the other residents, I understand that my reasonable accommodation request may be subject to denial or revocation.
- I acknowledge and Agree that I have received and read the Assistance/Comfort Animal Policy and agree to be bound by all of the requirements and restrictions set forth therein, as well as any additional ones set forth in this application or mutually agreed upon by me and the Board of Directors. I understand that I must comply with all the requirements and restrictions and I agree to do the same. I understand that failure to comply with any of these requirements and restrictions may result in fines, costs, and denial/revocation of any accommodation request.

By signing below, I hereby certify that all of the foregoing statements are true. I am aware that if any statements are willfully false, my application is subject to denial and revocation:

Resident Name: (print) _____

Signature: _____

Date: _____

**THE ENCLAVE
CONDOMINIUM ASSOCIATION**

3851 Boardwalk
Atlantic City, NJ 08401

**ASSISTANCE/COMFORT ANIMAL MEDICAL
VERIFICATION FORM**

To the Resident's Medical or Healthcare Provider:

The Enclave has requested that _____ (*Resident's name*) provide verification from a medical or mental health professional, licensed in New Jersey, Pennsylvania, or the Resident's home state, who is currently treating the Resident with regard to their application for a reasonable accommodation.

The Enclave Condominium is a Non-Pet Association. The Fair Housing Act (FHA) defines a pet as an animal kept for ordinary use and companionship. A Pet is not considered a Service Animal or an Assistance/Comfort Animal. A Pet is not covered by this policy. Residents and guests are not permitted to keep pets pursuant to the Rules and Regulations of The Enclave and as stated in paragraph 9A, subparagraph (12) of the Master Deed. The Association abides by the Fair Housing Act to grant an exception to the no-pet rule as a reasonable accommodation to a Resident with a disability who needs and requests such an accommodation. This form is being provided to you as part of a Resident's application for said accommodation. Please review and complete this form as it applies to your patient, a Resident of The Enclave.

Disability Verification (Does your patient have a disability?)

In order to qualify for a reasonable accommodation under the FHA, §504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA), the Resident must meet certain statutory requirements and fall within the definition of having a disability. Specifically, a Resident must be (1) An individual with a physical or mental impairment that substantially limits one or more major life activities, (2) the animal would provide service, support or assistance to the patient which results in a reduction or amelioration of the patient's symptoms, and (3) there is a demonstrable link or nexus between the patient's symptoms and the animal.

1. Does your patient, _____, qualify under the above noted criteria as having either a physical or mental impairment?

Yes or No (Please Circle): Provider's Signature _____

2. If your patient, _____, has a mental impairment, is said impairment recognized in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition (DSM V) as published by the American Psychiatric Association (APA) or comparable manual of diagnosis utilized by your profession? (If not DSM V, please identify comparable manual).

Yes or No (Please Circle): Provider's Signature _____

DSM V or _____

3. Does your patient's disability substantially limit their performance of any major life activities? (*Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. Major life activities also include the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.*)

Yes or No (Please Circle): Provider's Signature _____

4. Is there a nexus between the animal and the alleviation of the patient's symptoms and/or disability?

Yes or No (Please Circle): Provider's Signature _____

5. If there is a nexus between the animal and the alleviation of the patient's symptoms and/or disability, please set forth how the animal acts to ameliorate the symptoms and acts as an accommodation for the patient's disability. (**Attach additional sheets if necessary**)

TO BE COMPLETED BY THE PROVIDER:

Health Care Provider's Name: _____

Health Care Provider's Street Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Title/Degree/Specialty/Certification: _____

License/Provider Number: _____

By signing below, I verify that I have read and understand all of the foregoing and that I may be asked to provide additional information in order to clarify any of my responses. I hereby certify that the foregoing responses are true and accurate to the best of my knowledge. I understand if any of the foregoing are willfully false, I am subject to punishment.

Signature of Health Care Provider

Date

Printed Name