

# Companion/Emotional Support Animal Request/Verification

**PART A**

To: Healthcare Provider

**VERIFICATION REQUEST:** The household named below in Part B applied for, or is residing in an apartment of our and has requested to keep a "companion" animal at the site, based on a disability. We are required to verify that the household member is eligible for the accommodation requested. We would appreciate you taking the time to provide the information requested below. If you have any questions please contact us at 518-798-0674 or ABC@schermehornholdings.com.

Sincerely, Schermerhorn Property Management

**RELEASE:** By my signature, I hereby consent to the release of information requested to be sent directly to Landlord **PART B**

Name of Applicant/Tenant: \_\_\_\_\_

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

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Signature of Applicant/Resident: \_\_\_\_\_ Date: \_\_\_\_\_

## FEDERAL FAIR HOUSING DEFINITION OF "DISABLED":

**PART C**

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term physical or mental impairment includes but is not limited to such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental illness, emotional illness, drug addiction and alcoholism. This does not include any individual who is currently a drug addict or an alcoholic and is currently using illegal drugs and alcohol (24CRRF Part 8.3) and HUD Handbook 4350.3, Exhibit 2-2.

## HEALTH CARE PROVIDER VERIFICATION STATEMENT – (MUST BE SIGNED BY A DOCTOR, PA, NP, DO, THERAPIST, PSYCHIATRIST, MENTAL HEALTH PROVIDER OR REHABILITATION COUNSELOR LICENSED IN NEW YORK AND MUST BE CURRENT PATIENT)

I PROVIDE HEALTH CARE TO \_\_\_\_\_ SINCE \_\_\_\_/\_\_\_\_/\_\_\_\_, WE HAVE AN ONGOING PROFESSIONAL RELATIONSHIP AND I CERTIFY THE FOLLOWING:

The above-named individual is disabled as defined above: \_\_\_\_\_ Yes \_\_\_\_\_ No

In your professional opinion, does the above named household member require a "companion" animal at the site in order to have the same opportunity that a non-disabled individual has to use and enjoy the site? \_\_\_\_\_ Yes \_\_\_\_\_ No Type of Animal: \_\_\_\_\_

Name of Health – Care Provider: \_\_\_\_\_ NYS License #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

***Applicant completes & executes Part B forward Pages 1 & 2 to your Health Care Provider to complete Part C and Companion Animal Letter sample attached. Health Care Provider upon completion of pages 1&2 please return directly to landlord via email ABC@schermehornholdings.com or fax to 518-743-9653***

***Upon receipt of a complete application pages 1-5 we will initiate and complete our review of application.***

## *Sample letter for Companion Animal*

[ LETTERHEAD OF LICENSED HEALTHCARE PROFESSIONAL ]

[ CONTACT INFORMATION OF LICENSED HEALTHCARE PROFESSIONAL ]

[ DATE ]

Re: [ CLIENT'S NAME ]

Dear Housing Provider,

My client has a disability that meets the definition of disability under the Fair Housing Act and the Rehabilitation Act of 1973. Due to this disability and mental health condition, my client is qualified to have an emotional support animal under Section 504 of the Rehabilitation Act of 1973 and the Federal Fair Housing Amendments Act of 1988.

My client's disability substantially limits one or more of their major life activities. In order to help alleviate these difficulties, I am recommending an emotional support animal that will assist my client in coping with their disability. The presence of this animal is necessary to mitigate the symptoms my client is currently experiencing as a result of their disability. Please allow my client to live with their emotional support animal as a reasonable accommodation under The Fair Housing Amendments Act of 1988.

I am licensed by the state of [ STATE ] to practice [ TYPE OF LICENSE ].  
My license number is [ LICENSE NUMBER ].

Sincerely,

[ SIGNED LICENSED HEALTHCARE PROFESSIONAL ]

# Schermerhorn Management Inc.

536 Bay Road, Suite 2 • Queensbury, New York 12804  
518-798-0674 phone  
518-743-9653 fax

ESA Application/Registration Form

Name of animal owner: \_\_\_\_\_

(please attach photo here)

Apartment community: \_\_\_\_\_

Apartment address: \_\_\_\_\_

Home telephone: \_\_\_\_\_

Work telephone: \_\_\_\_\_

## Companion Animal Information:

Please list all animals separately

Name	Type/Breed	Age	Weight	Date of Last Rabies Shot	Spayed or Neutered?	NYS License

## References:

Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
**(PLEASE PROVIDE COPY OF LAST VET VISIT & PROOF OF SHOT RECORDS)**

## Emergency Caretaker:

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

I have read and understand the landlord's rules pertaining to animals and I, and members of my household, promise to fully comply.

Signature of animal owner: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorization subject to signed Landlord Application/Registration form returned to you:**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

*Schermerhorn Management Representative*

**SCHEDULE D**  
**ANIMAL RULES AND REGULATIONS**

Owners must complete a ESA Application / Registration form before occupying the apartment. You agree to provide a photo of your companion animal(s) for our file.

1. Resident must agree to abide by all applicable Rules and Regulations.
2. These Rules and Regulations are made a part of this Agreement and a breach of any of the Rules or Regulations will be a default under this Agreement. In the event of a default of any of these terms Resident agrees, within three (3) days after receiving written notice of default from Landlord, to cure the default. Resident agrees that Landlord may revoke permission to keep companion animal(s) on the premises by giving Resident thirty (30) days notice.
3. Resident has completed all sections of the ESA Application & Registration form pages 3-5 and returned to Landlord pending signed approval by the Landlord representative permission to keep the Companion Animal(s) specified above agree to the following terms and conditions:
  - a. Companion Animal(s) may not be kept, bred or used for any commercial purpose. All animals must be spayed or neutered.
  - b. Companion Animal(s) must be confined to the Companion Animal(s) owner's Apartment, must not be allowed to roam free and may not be tied unattended in any common area. All Companion Animal(s) must be kept on a leash when outside the Apartment and walked away from the building to the Community perimeters or to wooded areas.
  - c. Persons who walk Companion Animal(s) must immediately remove and properly dispose of any feces deposited by your Companion Animal(s). Cat litter may not be disposed of in toilets.
  - d. If your Companion Animal(s) is or becomes a nuisance or threat to other residents or destroys property within the Apartment or Community, we may revoke our permission for you to keep your Companion Animal(s), immediately in the case of an emergency, or otherwise on five (5) days' notice to you. Examples of nuisance include (but are not limited to) personal injury or property damage, making noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night, Companion Animal(s) in common areas who are not under the complete control of a responsible person and on a short hand leash or in a carrier, animals who relieve themselves on walls or floors of common areas, animals who exhibit aggressive or vicious behavior, Companion Animal(s) who are conspicuously unclean or parasite-infested.
  - e. The Companion Animal(s) will be allowed out of the premises only under the complete control of a responsible person and on a hand held leash or in a carrier.
  - f. It is also understood if any fleas or ticks are discovered while Resident is residing or after vacating the premises all costs incurred by Landlord's to fumigate will be at the expense of the Resident.
  - g. Any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc. caused by Companion Animal(s) will be the full responsibility of the Resident and that Resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, than Resident hereby agrees to pay the full market cost of replacement.
  - h. Resident will provide adequate and regular veterinary care of Companion Animal(s), ample food and water, and will not leave Companion Animal(s) unattended for any undue length of time. Resident will diligently maintain cleanliness of litter pans, sleeping and feeding areas.

i. It is further understood and agreed that if efforts to contact the Resident are unsuccessful, the Landlord or the Landlord's agents may enter Resident's apartment if there is reasonable cause to believe an emergency situation exists with respect to the Companion Animal(s). Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the Companion Animal(s) to be put out for board, any and all costs incurred will be the sole responsibility of the Resident.

j. Resident agrees to indemnify, hold harmless, and defend Landlord or Landlord's agents against all liability, judgments, expense (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Resident's Companion Animal(s).

***ONLY*** the Companion Animal(s) listed on page one & approved by Landlord may reside in unit:

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS ADDENDUM.

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

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

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

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

*Schermerhorn Management Representative*