

**ART WORKS**  
**MANUAL OF POLICIES APPROVED BY THE BOARD OF DIRECTORS**

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**POLICY 022**

**EMOTIONAL SUPPORT ANIMAL POLICY**

**I. PURPOSE**

The purpose of this policy is to provide parameters under which Art Works patrons may have emotional support animals in Art Works' facility.

**II. GENERAL STATEMENT OF POLICY**

There may be times when Art Works' patrons require the assistance of Emotional Support Animals and Art Works wishes to honor that need. This policy aims to give clear guidelines for allowing such animals to be in and around Art Works' facility. It is important to recognize that there is a difference between a service animal and an emotional support animal. The right to have a service animal in any and all public places is protected under the Federal Americans with Disabilities Act and the Minnesota Human Rights Act, whereas no such right exists for emotional support animals. It is illegal to misrepresent an animal as a service animal when it is not.

**III. PERMISSION REQUIREMENTS**

The Operations Team and/or Executive Director of Art Works may determine, in its discretion, to grant permission for an emotional support animal to be brought onto and into the Art Works facility. The Operations Team and/or Executive Director will develop a Permission Form outlining the requirements that the owner/handler of an emotional support animal must meet and comply with in order to maintain Art Works' permission. Such requirements must include, but are not limited to the following:

- A. Housebroken. The animal must be housebroken, meaning it is trained to urinate and defecate outdoors only. The use of piddle pads, litter boxes, or other indoor receptacles is insufficient to meet this requirement and will not be allowed.
- B. Leashed or Caged. The animal must be leashed or otherwise tethered or contained securely and under the owner/handler's control at all times.
- C. Accompanied. The animal must be with the owner/handler at all times in the Building, meaning at all times the animal is either directly and physically connected to the owner/handler or is securely tethered within 5 feet of him/her. The animal may not have free reign, nor may the animal be left alone or with any other person in the Building for any length of time, for any reason.
- D. Waste. All excrement produced by the animal on Art Works' property must be securely contained in a plastic bag and disposed of in the dumpster located on the South side of Art Works' parking lot.
- E. Damage. The animal must not be allowed to sit or stand on, scratch, chew, shed on, or otherwise damage any property of Art Works, its members or patrons, including all furnishings, art work, and the like.

#### **IV. CONSEQUENCES OF NONCOMPLIANCE**

Art Works' Operations Team and/or Executive Director may also establish consequences for noncompliance with the above requirements, which may include, but are not limited to the following:

- A. Termination of Permission. Art Works may withdraw the permission for the emotional support animal's presence in the facility.
- B. Termination of Agreement. The owner/handler's Membership Agreement, Facility Reservation and Use Agreement, or any other agreement with Art Works may be immediately terminated.
- C. Fee Assessment. The owner/handler may be assessed a fine in an amount to be determined by Art Works Operations Team or the Executive Director, due and payable immediately upon notification by Art Works.
- D. Damages. In addition to any fine, the owner/handler will be solely responsible for any and all loss, cost, or damage to the Building or its contents, or to any of Art Works' members, officers, directors, employees, volunteers, agents, or invitees, caused by the animal, including without limitation all attorneys' fees and other costs associated with the collection of amounts due to Art Works.

***ADOPTED BY THE BOARD:***

***EFFECTIVE DATE:***