

PROTOCOL FOR SUPPORT ANIMALS

1. Applicant to provide a note from their doctor that they are in need of a support animal.
2. BCMA to call that doctor and verify that the applicant is actually a patient.
3. As per Becker & Poliakoff BCMA cannot use our own form for applying for a support animal but should supply the certificate for the animal and the above referenced doctor's note.
4. Florida passed SB 1084 on March 13, 2020. BCMA should have applicants read this law and sign that they have read it.

Baysshore Bath & Tennis Club

Emotional Support Animals

- Section 817.265 of the Florida Statutes. A person who falsifies information or written documentation or who knowingly provides fraudulent information or written documentation to obtain an emotional support animal (ESA) or otherwise knowingly and willfully misrepresents himself or herself as having a disability or a disability related need for an ESA commits a misdemeanor of the second degree as punishable under Chapter 775 of the Florida Statutes. In addition, a person convicted under this new law must also perform thirty (30) hours of community service for an organization that serves persons with disabilities or such other organization that the court determines is appropriate.
- Section 456.072 of the Florida Statutes. A health professional who provides information, including written documentation, indicating that a person has a disability or which documentation supports a person's need for an ESA without personal knowledge of the person's disability is subject to disciplinary action.
- Defines an ESA as "an animal that does not require training to do work, perform tasks, provide assistance, or provide therapeutic emotional support by virtue of its presence which alleviates one or more identified symptoms or effects of a person's disability."
- Allows associations to deny a reasonable accommodation request for an ESA if the animal being requested poses a "direct threat to the safety or health of others or poses a direct threat of physical damage to the property of others which threat cannot be reduced or eliminated by another reasonable accommodation."
- Allows associations to request supporting information for the ESA if a person's disability is not readily apparent.
- Clarifies that information which may support an ESA request may include: a determination of disability from any federal, state, or local government agency; receipt of disability benefits or services from any federal, state, or local government agency; proof of eligibility for housing assistance or a housing voucher received because of a disability; information from a health care practitioner (456.001, F.S.), a tele-health provider (456.47, F.S.) or any similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state BUT only if such out-of-state practitioner has provided in-person care or services to the person on at least one occasion.
- The practitioner or provider of the supporting information must have personal knowledge of the person's disability and must be acting within the scope of his or her practice.
- If a person requests more than one ESA, he or she must provide supporting information for each animal.
- The association may require proof that each ESA is properly licensed and vaccinated.
- An ESA registration of any kind including an ID card, patch, vest, certificate, etc. is not by itself sufficient information to reliably establish that a person has a disability or a disability-related need for an ESA.
- Persons with ESAs are liable for any damage done to the premises or to another person by the ESA.

Unit / Owner

Date

Approval or Denial of Service Animal or ail Emotional Support Animal

The Board, or Management, or a Committee created for this purpose, known or referenced as, _____ if applicable, has received an Application for **Authorization to have a Service Animal or an Emotional Support Animal** with attachments, requesting that the Animal described below may reside on the Bayshore Club Management Association property, being Unit # _____ to assist Applicant

The Board or Management or a Committee has reviewed the Application and attachments, may have interviewed the Applicant, and may have held a meeting to determine the sufficiency of the application and the request. Therefore, at this time, the Board of Directors finds as follows:

_____ *The request is approved with no conditions* other than providing details of the Animal as per the attached form required on Pages 6-8 (Detailed Description with photo)

_____ *The request is approved, pending Applicants fulfilling the following duties, within ten (10) days hereof*. The Animal may not be brought to the property until the duties are fulfilled and reviewed by the Board of Directors with a sign off and final recommendation:

_____ *The request is denied*. Applicant may resubmit within ten (10) business days addressing the following deficiencies:

_____ *The request is denied*, as the Board did not find the statements made in the application and/or the physician's or other professional's report sufficient to meet the qualifications required. This decision may have also been influenced based on the recommendation of the finding(s) submitted by a committee or Management, where applicable.

Dated: _____, 20____

Signature of Association Officer #1 _____

Printed Name of Authority of Association Officer _____

Signature of Association Officer #2 _____

Printed Name of Authority of Association Officer _____

APPLICATION FOR AUTHORIZATION TO HAVE SERVICE ANIMAL OR AN EMOTIONAL SUPPORT ANIMAL

Pursuant to the terms of the Bayshore Club Management Association's Procedure for Authorization to Have a Service Animal or an Emotional Support Animal (sometimes referred therein as "Animal"), Applicant hereby submits this Application seeking permission to have a Service Animal or an Emotional Support Animal at the Bayshore Management Association property.

1. Unit Number: _____
2. Owner(s) of Unit: _____
3. Applicant (person seeking Service or Emotional Support Animal):

If Applicant is not an owner, relationship (e.g. Tenant or Occupant and describe terms of occupancy): _____

4. Describe type of animal, approximate size and weight for which permission is sought.

This approval is for a specific animal, and if animal dies, or is replaced, authorization will have to be sought again for a different animal. [You may provide a name or photograph below if the information is already known. You must provide that information or any missing information after the animal is approved and acquired if not provided with this application on the Detailed Description of Service or Emotional Support Animal],
Information:

5. A letter or document executed by a licensed physician and other professional who has proven background, in the area of the disability setting forth the requirements describe in the Procedure must be delivered with this Application. Provide the writer of the letter with the requirements set forth in the procedure. Please provide the physician's name, address, and phone number, as well as practice area(s) or specialties and how long Applicant has been a patient of the writer:

Name: _____

Address: _____

Phone #: _____ How long has Applicant been a patient: _____

Please sign this authorization for the Association to communicate with the writer:

Signature of Licensed Physician

Printed Name of Licensed Physician

Please provide the qualified Professional's name, address and phone number, as well as practice area(s) or specialties and how long Applicant has been a patient of the writer:

Name: _____

Address: _____

Phone number: _____ How long has Applicant been a patient: _____

Signature of other Qualified Professional

Printed Name of other Qualified Professional

6. Has Applicant ever had a service animal or an emotional support animal previously, either at Bayshore Club Association or another community, and whether that prior action was subject to an approval procedure, and if so describe the procedure:

Date _____, _____

Signature of Applicant

Printed Name of Applicant

If Applicant is not an owner or the sole owner, the Owner(s) or other Owner must sign, acknowledging this use:

Date: _____, _____

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Agreement by Applicant Regarding Service Animal or Emotional Support Animal

Pursuant to the Procedure for Authorization of Service Animal or an Emotional Support Animal, the undersigned has submitted an Application for Authorization to Have Service Animal or an Emotional Support Animal, with supporting documents. This Agreement is a requirement of the procedure to be signed and submitted along with the Application, to be effective only upon approval. If approval is not granted, this Agreement will be of no force or effect. The term Service Animal or Emotional Support Animal may sometimes refer to the service or emotional support animal as "Animal".

This Agreement, executed this ____ day of _____, 20__ and between _____ ("Applicant") and Bayshore Club Management Association, Inc., is effective upon approval of Applicant's Application for Authorization to Have a Service Animal or an Emotional Support Animal. *Select only one type

Unit #: _____ Owner(s) of Unit: _____
Applicant (Person seeking service animal or an emotional support animal):

If Applicant is not an owner, relationship (i.e Tenant or Occupant) and describe the terms of occupancy:

The Parties hereto agree as follows:

1. The terms of the Application, which is attached hereto, are hereby incorporated herein.
2. The Applicant acknowledges that this approval is for a single animal, and if the animal dies or is replaced, authorization must again be sought for a new animal.
3. The Association may require a new application and new supporting evidence in the future if the Association is uncertain that the disability still exists or that the purpose of the Animal is to assist in regard to a bona fide disability.
4. The Association may require a new application and new supporting evidence for each renewal time period for all tenants with their annual lease agreement terms.
5. In case of emergency, where Applicant is not present or able to care for the Animal, the Association is authorized to contact the following person at the phone number and address listed to remove and care for the Animal:
 - a. Name: _____
 - b. Address: _____
 - c. Phone Number: () _____ () _____Generally, if Applicant leaves the condominium for any significant time, the animal will not be permitted to remain. However, the Animal may be permitted to remain on the premises only for a short, reasonable time, at the Association's discretion, while the owner is hospitalized or obtaining medical care of some sort in a facility that the Animal may not enter, if and only if the person named above is another resident of the Bayshore Club caring for the Animal.
6. The Association may rescind authorization if the Applicant has made a misstatement of material fact on any document related to this Procedure or fails to comply with any of the

requirements for having the Animal at Bayshore Club. The specific Animal shall be described on an attachment to this agreement, to be completed when the animal is acquired.

7. Applicant (and Owner if Applicant is not an owner or sole owner) is/are responsible for all damage or issues caused by the Animal.
 - a. Applicant shall maintain the Animal with a collar and leash at all times while on the common elements of the condominium. The Animal may not be left accompanied or tied to any object on common elements.
 - b. Applicant shall carry the Animal within the hallways and elevator if it is a small animal and the Applicant is physically able to do so.
 - c. Applicant shall take care that the Animal does not endanger, snap at, bite, growl or bark at any person or other animal.
 - d. Applicant is responsible for assuring that the Animal does not bark or make other noises within the condominium unit or common elements that disturbs or is likely to disturb other residents.
 - e. Applicant is responsible for assuring that the Animal only voids in designated areas outside of the common area gates or in any portion of the condominium property. Applicant is responsible for picking up and disposing of waste immediately should an accident occur within the grounds.
 - f. The Animal must be spayed or neutered, and if it delivers offspring, the offspring may not remain.
 - g. The Animal must have had all vaccinations.
 - h. The Animal must be fed and watered only inside the condominium unit.
 - i. If the Animal's presence results in an infestation or occurrence of fleas, ticks or other similar issue on the condominium property, the Applicant shall be responsible for the cost in eradicating such issue.
 - j. The Applicant must be responsible to make sure the Animal does not hinder or try to harm (must be in crate or leash with owner or Tenant in person) our maintenance person and pest control person(s) at any time during a scheduled pest control visit or emergency maintenance visit.
8. If the Applicant fails to or is unable to care for the Animal at any time, or if the Association believes it is not being cared for properly, the Association may rescind the authorization. The Association may contact the person designed above, or may contact authorities to remove the Animal.
9. If the Applicant is not an owner, and any provision hereof is violated, and, if the Association rescinds the authorization and Applicant fails to remove the Animal, the Applicant's authorization to reside on the condominium may be terminated.
10. If any costs are incurred by any other owner of the Association or the Association itself as a result of the Animal's actions, the Applicant shall be responsible for all costs or expenses, and the Association has the legal right to impose a lien if such costs or expenses are not promptly paid.
11. The Association is authorized to enter the unit if the Association believes the Animal is not being cared for or if the Animal is causing a nuisance and the occupant does not grant entry.

12. If the Association receives any written complaints from other occupants regarding the Animal, the Association shall notify Applicant, and if the issue is determined to be a valid complaint and the issue continues, or a number of issues occur, the Association may rescind the authorization.

This Agreement, together with information contained in the Application and other attachments, to which it applies, together constitute the full agreement, and any amendments or modifications shall be in writing.

The Association's signature is not required, as its approval of the Animal constitutes its being a Party hereto.

Date: _____, 20____

Applicant Signature

Applicant Printed Name

If acknowledging Applicant is not the terms an owner of this or Agreement the sole owner the Owner(s) or other Owner's must sign, acknowledging the terms of this Agreement:

Date: _____, 20____

Owner(s) Signature

Owner(s) Printed Name

Detailed Description of Service Animal or an Emotional Support Animal

Unit Number: _____

Owner(s) of Unit: _____ Owner 1

_____ Owner 2

Applicant (person seeking Service Animal or an Emotional Support Animal):

Applicant Contact Number () _____

The Animal that is approved and residing at the Unit as a Service Animal or an Emotional Support Animal for Application is described as follows: Please state which is applicable.

Service Animal Breed: (ONLY DOGS) _____

Emotional Support Animal Type: _____

Name of Animal: _____

License Number, if applicable: _____

Issued from which state or persons or entity: _____

Registration Number, if applicable: _____

Issued from which state or persons or entity: _____

Color: _____ Height: _____ Weight: _____ Age: _____

Name and contact information of Veterinarian: _____

Indicate all vaccinations and dates thereof or attach proof:

Is the Animal neutered or spayed? _____ Yes _____ No (If no, please obtain and incorporate with packet or it is deemed not complete)