



**Sellers. Buyers. Property Management.**

6107 SW Murray Blvd., #313; Beaverton, OR 97008

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## **Reasonable Accommodation (Service or Support Animal) Checklist:**

- ✓ **Signed Reasonable Accommodation Request form completed by Resident.**
- ✓ **Signed Verification for Reasonable Accommodation completed by qualified Provider.**
- ✓ **Signed Consent to Verification completed by Resident.**
- ✓ **Assistance Animal Agreement signed by Resident and Unit Owner.**
- ✓ **Valid Service Animal certification (if applicable).**
- ✓ **Signed Emotional Support Animal (if applicable) letter on qualified care provider letterhead.**
- ✓ **Current assistance animal vaccination records (If a dog, 1<sup>st</sup> distemper vaccine at 8 weeks with boosters completed by 16 weeks).**
- ✓ **Current veterinary well-animal report (all animals over 8 weeks old).**
- ✓ **Current assistance animal municipal/County license (dogs only, at least 6 months old).**
- ✓ **Current photo of assistance animal.**
- ✓ **Proof of current Insurance policy naming assistance animal and breed of animal and with minimum liability coverage of \$100,000. The policy must name the following as an “additional interest” on the policy:**

**FRESH START Real Estate, Inc.  
C/O 6107 SW Murray Blvd., #313  
Beaverton, OR 97008**

# REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATION

(To be completed by Resident / Applicant)

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

Resident / Applicant Name: \_\_\_\_\_

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

Check if submitted by Applicant and list Applicant's current address

Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

Form completed by (check which applies):  Resident/Applicant  Owner/Agent

1. Name of disabled person requesting the accommodation/modification: \_\_\_\_\_

2. What is being requested (check which applies)

I am requesting that you make the following change to a policy, practice, rule or service ("Reasonable Accommodation"):

\_\_\_\_\_  
\_\_\_\_\_

I am requesting that you make the following modification(s) to the dwelling unit or the common areas to make them more fully usable and/or accessible ("Reasonable Modification"):

\_\_\_\_\_

3. If not readily apparent, please explain why the accommodation/modification described above is necessary for you to fully enjoy the dwelling and/or common areas:

\_\_\_\_\_

If you require additional space, please attach additional written information to this document.)

**DEFINITION OF DISABLED: Under federal law, and 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 impediments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition does not include any individual who is currently using illegal drugs or is a current user of alcohol who poses a direct threat to property or safety [24 CFR 100.201].**

If I am requesting a Reasonable Modification, I understand:

- Unless otherwise required by law, these modifications are to be made at my own expense and that I may be required to restore any modifications that would negatively affect the property to their original condition at the time of move-out, reasonable wear and tear expected.
- I may be required to pay into an interest-bearing escrow account adequate funds to assure that the modifications can be restored to their original condition.
- I am responsible for the work to be accomplished in a workmanlike manner by licensed and bonded contractors, and that if permits are required, I will obtain them prior to commencement of the modification work, and that I am responsible for any damage caused by the modification.
- Work cannot begin until a binding agreement has been fully executed.
- If an email or other electronic address is filled above, you may send communications regarding this request to such address.

RESIDENT / APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# VERIFICATION FOR A REASONABLE ACCOMMODATION/MODIFICATION BY A QUALIFIED INDIVIDUAL

(To be completed by a qualified health care provider)

ALL INFORMATION MUST BE COMPLETED ON THIS FORM OR THE APPLICATION WILL NOT BE PROCESSED.

Date: \_\_\_\_\_ Property Name: \_\_\_\_\_

Resident / Applicant Name: \_\_\_\_\_

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

Full legal name of disabled person requesting the accommodation/modification: \_\_\_\_\_

Owner/Agent: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

I, \_\_\_\_\_ (print name) hereby certify that I am a qualified health care provider in practice pursuant to the laws of \_\_\_\_\_ (state) or other reliable, qualified person in a position to be able to personally verify the existence of a disability and disability needs.

My contact information is (all information must be provided including email address for follow up questions, if any):

Qualified Healthcare Provider Name: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

I have examined/treated \_\_\_\_\_ (name of disabled person) on \_\_\_\_\_ (date) and can credibly attest to the above person's conditions and have determined that, in my opinion, he or she:

- Does not qualify as a person with a disability as defined by Federal/State law as follows.
- Qualifies as a person with a disability as defined by Federal/State law as follows.

**DEFINITION OF DISABLED: 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 and 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 impediments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition does not include any individual who is currently using illegal drugs or is a current user of alcohol who poses a direct threat to property or safety [24 CFR 100.201].**

I can credibly attest that the following accommodation/modification is necessary to assist the above disabled person with his/her condition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Further, I hereby certify that the above recommended accommodation/modification for the disabled person listed above (check which applies):

- Is related to his/her disability and is necessary in order to provide him or her with full and equal use and enjoyment of the residence.  
If the above box is checked, is the disability  chronic or  temporary? If chronic, how long have you been treating the applicant?  Once, or \_\_\_\_\_ Years & \_\_\_\_\_ Months.
- Is not related to his/her disability and is not necessary in order to provide him or her with full and equal use and enjoyment of the residence.

If the requested accommodation is for a companion animal, which of the following companion animals are you recommending (please check only ONE of the following three boxes):  Service Animal;  Therapy Animal;  Emotional Support Animal.

If the requested accommodation is for a companion animal, are there any other alternatives other than a companion animal that can help the disabled individual enjoy full and equal use of the residence without a companion animal?  Yes  No

If yes, what other options may be available to the disabled individual to assist with their medical condition, if any?

\_\_\_\_\_  
\_\_\_\_\_

If No, please check only ONE of the following three boxes:

- Either a cat or a dog is necessary in order to provide him or her with full and equal use and enjoyment of the residence.
- Only a cat is necessary in order to provide him or her with full and equal use and enjoyment of the residence.
- Only a dog is necessary in order to provide him or her with full and equal use and enjoyment of the residence. **If only a dog is necessary, please explain in detail why a cat would not suffice as a suitable companion animal:**

\_\_\_\_\_  
\_\_\_\_\_

If a cat or dog is necessary, please define what specific task the companion animal is trained to perform that will assist with the disabled individual's medical condition that is necessary to provide him/her with full and equal use and enjoyment of the residence:

\_\_\_\_\_  
\_\_\_\_\_

To the best of your knowledge, did the disabled individual have the companion animal before or after your professional evaluation and recommendation:  Before  After

**Under penalty of law**, I certify that the above information is true and accurate to the best of my knowledge.

QUALIFIED HEALTH CARE PROVIDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### CONSENT TO VERIFICATION

If this letter has been sent by an Owner/Agent directly to the health care provider or other reliable, qualified individual, the applicant/resident has voluntarily given his/her permission to obtain this written verification as indicated below. If this letter has been sent out by the Applicant to the health care provider or other reliable, qualified individual, the information identified above must be completed in its entirety by the health care provider and returned to the Applicant. The Applicant must return this completed form to the Owner/Agent in order to be considered for a reasonable accommodation and/or modification.

I hereby voluntarily give my permission for FRESH START Real Estate, Inc.  
(Owner/Agent's name) and/or their Agent(s) to obtain written or verbal verification and/or validation from the following health care provider or other reliable qualified individual party:

\_\_\_\_\_ (name) regarding my request for a reasonable accommodation/modification based on a disability.

I understand that I am not required to give permission for Owner/Agent to obtain the above verification and that I have the right to obtain the verification myself and present it to the Owner/Agent. I certify that I am voluntarily consenting to Owner/Agent obtaining such verification on my behalf and that Owner/Agent did not force or in any way coerce me to sign this consent. I understand that the Owner/Agent will not be requesting any information that is specific to the nature of the disability other than contained on the Verification form.

RESIDENT / APPLICANT NAME \_\_\_\_\_

RESIDENT / APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# ASSISTANCE / COMPANION ANIMAL AGREEMENT

(Attach a photo of the assistance animal. To be completed by Resident/Applicant & Signed by Applicant & Unit Owner)

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

Resident / Applicant Name: \_\_\_\_\_

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

Check if submitted by Applicant and list Applicant's current address

Form completed by (check which applies):  Resident/Applicant  Owner/Agent

Owner/Agent has received a request from the Resident / Applicant above for an aid/assistance/companion animal identified below. Resident(s) agrees to the following:

1. Only the following described assistance animal will reside at the property:  
Name \_\_\_\_\_ Type \_\_\_\_\_ Breed \_\_\_\_\_ Age \_\_\_\_\_ Weight \_\_\_\_\_ lbs.
2. No breeding of any assistance animal is allowed.
3. The assistance animal must be properly licensed and have current vaccines as required by statute or/or local regulation at all times. Current vaccination records and a wellness report from a veterinary clinic are required prior to approval.
4. No assistance animal with a history of aggressive, threatening or violent behavior will be allowed.
5. The animal will not be allowed out of the residence, on patios, decks, or balconies except when under the Resident's control (i.e. fully leashed at all times).
6. The assistance animal will not be chained or tied in any way to the exterior part of the building or anywhere within the common areas.
7. You are highly encouraged to walk your assistance animal off site for waste relief. The assistance animal Owner will be held liable for any damage to the lawn including bleached or burned out grass from urination, etc. Resident must immediately pick up all waste and dispose of such in a properly tied plastic bag. Any open waste or waste odor found on the property will be subject to a fine. Should any animal deposit waste in any other common area accidentally, Resident will immediately pick up the waste, and clean the area appropriately to remove all signs of waste including odor.
8. The assistance animal will not be allowed to make excessive noise, engage in threatening conduct, or behave in any manner which might disturb other neighboring residents.
9. Any animal waste that is accumulated inside the unit will be disposed of properly and promptly. Animal waste (including litter) must be bagged and sealed properly to eliminate waste odor or leakage when disposed of in the garbage containers on the property.
10. Resident will immediately notify the Owner/Agent of any personal injury or property damage caused by the assistance animal.
11. Any damage attributed to the assistance animal will be paid for promptly by the Resident including but not limited to burned or bleached lawn from urination, damaged vegetation, holes in ground or garden beds, damaged balcony rails or siding or trim, carpet, flooring, etc.
12. Any additional assistance animals or any change of assistance animal will require a new agreement.
13. Residents, their guests or invitees shall indemnify, defend and hold the Association, the Owner, Owner's Agents, and employees harmless from and against any actions, suits, claims, and demands (including legal fees, costs, and expenses) arising from damage or injury to any person or property of others by any assistance animal owned, kept, housed or maintained by Resident, his/her guest or invitee.
14. Some insurance policies may restrict and prohibit certain breeds from occupying a Residence on the property. Those breed restrictions include, but are not limited to:
  - Dogs:** Akita, American pit bull terrier (also known as an American Staffordshire or Staffordshire terrier), Chow, Rottweiler, Wolf Hybrid, or any mixture of these breeds.
  - Poisonous Animals:** Piranhas, Tarantulas.
  - Exotic Animals:** Birds (Cockatiels, Parrots & Macaws), Ferrets, Raccoons, Reptiles (Snakes and Iguanas), Rabbits, Squirrels, Skunks).

**In the event there is a breed restriction, the Resident may be required to pay any and all additional costs associated with obtaining appropriate insurance coverage for such breed restriction.** In any event, the Resident must provide an Owner's and Renter's insurance policy (if applicable) naming the above-defined assistance animal on the policy and naming the breed of the animal, with a minimum \$100,000 of combined liability, and must name the Landlord as an additional interest on the policy.

Resident/Applicant Initials/Date: \_\_\_\_\_ / \_\_\_\_\_

Emergency Contact(s): Resident authorizes Owner/Agent to contact the following person(s) in the event of an emergency regarding the assistance animal and may give him/her/them access to the unit to care for my assistance animal. Owner/Agent is not obligated to contact such persons and Owner/Agent is not responsible for the acts of my emergency contacts of the emergency contacts enter my unit. **NOTE: Emergency contacts must reside at another location.**

Name: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Name: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Name: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

**No additional fee or deposit will be charged or required relating to any service animal or assistance animal.**

This agreement does not in any way alter Owner/Agent's right to enforce the Bylaws and/or Rules and Regulations of any Association or established house rules identified in any lease or for any property.

By signing below, I/We certify that the service/assistance animal has never bitten or injured anyone and has no history of aggressive, threatening or violent behavior. We further hereby agree to be bound to all of the provisions contained in this agreement.

RESIDENT / APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(Required)

UNIT OWNER SIGNATURE (if different) \_\_\_\_\_ DATE \_\_\_\_\_

(Required)