# Indiana State University University Apartments' Lease 2017 - 2018

Indiana State University, (hereinafter referred to as the "University"), hereby leases with the student named below (hereinafter referred to as the "Tenant"). ("Tenant" must be an enrolled or enrollment eligible student at Indiana State University or other student, faculty, staff, visitor or guest, specifically authorized or approved by the Indiana State University Residential Life Office) for the rental of the Apartment Number, Type and Location together with the furnishings and equipment thereof listed.

1. Terms a. The apartment is to be occupied only by the Tenant and other occupants listed on the lease, for the period beginning for the period 8/18/2017 and continuing until 5/12/2018 for an academic year lease. The conditions of the original lease shall remain in full effect and shall be binding on the Tenant and University.

b. The University reserves the right to make changes to the policies, procedures, or conditions of this lease agreement at any times. If a change to the terms and conditions of this lease agreement is made, tenants will be notified in writing of these changes.

2. Application Fee a. The Tenant acknowledges that a non-refundable application fee of twenty dollars (\$20.00) has been prepaid as well as an initial housing payment of \$150.

3. Rental a. Charges for accommodations in the various apartments are indicated on a separate rate sheet, which is located online or can be obtained in the Office of Residential Life. The University reserves the right to change rates at any time with 60 days' notice.

b. Rent is charged by the semester to the student account. Students can make payment for their rent to Indiana State University, Office of Controller, Parsons Hall 100, Terre Haute, IN 47809. Statements are not sent and prompt payment is the tenant's responsibility. Students needing a payment plan should select a plan from the plans available via the Controller's Office.

e. Each individual signing this lease is jointly and severally liable for the payment of rent, fees, costs, and damages and any other charges or expenses incurred during the term of this contract or because of breach or improper termination thereof. Release of one individual from obligations under the lease does not release any remaining individual from his/her obligation under the lease the student primary lease-holder is released from his/her agreement all occupants of the apartment will be required to vacate the apartment. If a family situation changes, the University reserves the right to relocate the student to a single student apartment/space as necessary.

f. The University reserves the right to deny housing or evict students who: are not in good conduct or financial standing with the University, violate the policies of Residential Life, have a criminal record, or falsify information on their housing application. It is the policy of Residential Life to carefully screen applicants who have criminal records. While conviction of a crime will not necessarily result in denial of

housing, it is the policy of Residential Life not to house individuals who have been convicted of violent crimes or certain other felonies.

4. Furniture, Furnishing, & Equipment a. The Tenant covenants and agrees that he/she will make no alterations or changes in the building (including painting, papering, locks, wiring, nails, etc. installation of TV antenna, satellite dishes, or any redecoration or remodeling), furnishings or equipment on said premises without first obtaining the written consent of the University, and a breach of this covenant shall be cause for termination of the lease, at the option of the University, and the Tenant will pay any and all damages that may be sustained to said property by reason of such breach.

b. Extension telephones and other things requiring special wiring cannot be installed in the apartment.

c. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling.

Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Indiana State University has no knowledge of the presence of lead-based paint or lead-based paint hazards in University Apartments. Additionally, no reports of lead-based paint or lead-based hazards have been provided to Indiana State University regarding facilities at University Apartments.

d. Tenants may not tamper in any way with the fire safety systems in the apartment including covering or removing smoke detectors, deactivating fire suppression systems, etc.

5. Utilities a. The University shall furnish electricity, water, telephone service, heat, and wired/wireless internet connection.

b. The Tenant will not waste nor permit waste of water, or electrical current, and will take proper care of water and light fixtures on the leased premises and will pay for all damages that may be sustained to said property by reason of waste, misuse, or neglect.

c. This lease includes local telephone service provided by the University Office of Information Technology.

6. Limitations of Liability a. It is mutually understood and agreed between the parties hereto that in the event the University shall be unable for any reason to deliver possession of the premises hereby leased at the time as herein agreed or offer a similar or like-valued premise, the University shall not be liable for damages caused by such failure to deliver possession nor shall this lease be voidable for that reason, but in such event the Tenant shall not be liable for rent until complete possession of said premise or similar premise shall have been delivered to the Tenant.

b. The Tenant covenants and agrees to indemnify and save the University harmless from any and all loss, including attorneys' fees, by reason of any accident, injury, loss, or damage resulting to persons or property while on the leased premises. The University shall not be responsible for loss of, or damage to

personal property while on the leased premises. Tenants are encouraged to make sure their personal property is covered by insurance.

7. Covenants of Tenant a. The Tenant covenants and agrees fully and faithfully to perform, keep, and abide by all the covenants, conditions, rules and regulations applying to the rental, occupancy and use of said apartment, all of which are outlined in the U A Resident Handbook, or the Student Code of Conduct , and on the website and attached to this lease agreement, receipt of which is hereby acknowledged by tenant, and the contents of which are incorporated herein and made a part hereof by reference.

b. The Tenant will be held responsible for his/her conduct and for that of their household or guest. It may be considered a breach of lease by the Tenant if the Tenant, members of the household, or guest commit acts that are in violation of any of the covenants, conditions or regulations forming a part of this lease for serious or repeated violations of the University conduct code or for acts which create unusual or unacceptable health or social circumstances in or around the environs of University Apartments. This includes excessive noise, disruptive or dangerous behavior, hazing, harassment, intimidating behaviors, significant cleanliness issues, or failing to comply with the pest control procedures.

c. The Tenant shall comply with city, county, state, and federal laws and regulations and all rules and regulations of Indiana State University, including rules and regulations that specifically apply to University Apartments.

d. The Tenant covenants and agrees that no pets are allowed at University Apartments except for fish kept in a 10 gallon or less aquarium. (Please see the University Apartments Student Handbook for information on the Service Animal and Emotional Support Animal policy.

e. The Tenant covenants and agrees that he/she will maintain and keep the premises, apartment, furniture, and fixtures clean and in good condition and will not deface or mar the same, and at the end of the term of this lease or the earlier termination thereof, the Tenant will surrender the leased premises together with the furniture and fixtures in good and clean order and condition, except reasonable wear and tear, and Tenant shall pay reasonable costs and expenses incurred in restoring the premises to the required condition.

f. The Tenant shall not sublet said premises or assign this lease. The University does not allow subleasing of a University Apartment space at any time. The Tenant will not permit individuals not listed on the lease to reside in the apartment beyond the conditions listed in the Guest policy as found in the University Apartment Resident Handbook.

g. The University reserves the right from time to time, at its own expense or the expense of its agents or contractor, to make renovations, repairs and alterations in and about the leased premises, and may enter upon the premises at a reasonable hour for these purposes.

h. The University shall have the right at all reasonable times to enter upon the premises for the purposes of inspection for cleanliness and upkeep. The University reserves the right to spray or fog the apartment on a schedule set by the University.

i. The University shall have the right to enter the premises without notice for the threat of imminent harm to facilities or the health and safety of the tenants in the apartment or the community at large, consistent with the Tenant's right to be free of unreasonable search and seizure.

j. The Tenant covenants and agrees that during the term of the lease, the leased premises are to be occupied and used solely by the Tenant and other occupants listed on the lease.

8. Termination a. The lease agreement is for the established dates only. Tenants must participate in the lease renewal process within the timeline provided by the University in order to renew their lease past the dates outlined in this agreement.

b. The University may at its election terminate this lease and take possession of said apartment together with the furnishings and equipment thereof at any time for violation of any of the covenants, conditions, or regulations forming a part of this lease, whether set forth herein or made a part hereof by reference, or for any other reason deemed sufficient by University officials. The University may terminate the lease by written notice to the Tenant of its intent to do so by regular mail or delivery to the Tenant's University address not less than sixty (60) days in advance of the proposed date of termination or not less than ten (10) days in advance of the proposed date of termination in those cases of the Tenant's breach of contract.

c. In the event the Tenant withdraws or is dropped, expelled, or suspended as a student, or in case of any employee, his/her employment by Indiana State University is terminated, then the University may at its sole option immediately terminate this lease and the University shall be entitled to immediate possession of said apartment.

d. Tenants who complete their academic work or who withdraw, who vacate their apartment voluntarily, or who are requested by the University to leave at any time during the period of their lease will be required to participate in the lease release process. Tenants must be the criteria outlined in the lease release process in order to be released from the financial obligation of their lease. Information on the lease release process can be found in the University Apartments Handbook.

e. The lease shall not be terminated prior to the expiration of the original termination date in order for the Tenant to change his/her address to a private home, fraternity house, or other housing, or to commute. In the event of a drastic change in circumstances beyond his/her control, a Tenant may apply to the Apartment Release Committee to be released from the terms of the lease. Additional details are contained in the Apartment Contract Release form incorporated herein by reference.

f. Upon the termination of this lease, for any reason, the Tenant shall immediately surrender possession of the apartment unit to the University. If Tenant refuses or fails to so immediately surrender possession, then University shall have the right to take over the apartment. Tenant will be responsible for damages, cleaning, lock change and other costs. University shall further have the right to remove property of the Tenant from the apartment. 9. Surrender of Possession: Landlord's Lien a. In the event it becomes necessary for the University to enforce the terms and conditions of this lease by legal means, or otherwise, and if by such action the University suffers additional expense, including attorney's fees and court costs, the Tenant hereby agrees to reimburse the University for such costs and expenses as additional monies due under this lease.

b. At the termination of this lease as herein provided, the Tenant agrees to surrender immediately said apartment, furnishings, and equipment to the University in a clean and orderly condition and in good repair, reasonable wear and tear exempted from this stipulation.

10. Casualty Loss a. If the leased property is destroyed by fire, other unavoidable casualty, interruption of utilities, or rendered untenable for any cause other than the negligent acts of the Tenant, his/her family or invitees, this contract shall be terminated and liability for rent hereunder shall cease upon payment of rent to the date of termination if no other space in similar style and/or price can be offered the Tenant.

11. Vacating Apartment a. If the Tenant leaves personal property in the apartment or within the apartment complex following the termination of the lease, and said property is not reclaimed within ten (10) days after the termination of the lease, said property will be considered abandoned and shall be disposed of in a manner deemed appropriate by the University.

12. Status of Tenant a. The Tenant agrees to provide the University, upon request legal documents confirming birth, adoption or relationship status of all individuals residing in the apartment to confirm eligibility for family housing.

b. To qualify as a Tenant or to continue eligibility for leasing in University Apartments, the Tenant must satisfy the minimum conditions for a "student" or a "staff member" as described in the University Apartment Handbook.

c. Any change in the occupants listed below must be reported in writing to Residential Life within ten (10) days after the change occurs; provided, however, that in no event shall anyone other than a member of Tenant's immediate family reside in the leased premises when the Tenant's eligibility is based on marriage or as a single parent.

d. The Tenant agrees to maintain occupancy of the apartment as indicated in the lease for the duration of the lease. If the Tenant's eligibility is based on marriage or being a single parent and the spouse and/or children should be absent from the apartment for a period of one month or longer, the University reserves the right to terminate the lease.

Your leased period is from your move in date, and you will be billed for the entirety of your lease. There is no additional penalty for moving in after your move in date or moving out before May 12th, 2018 (academic year), outside of needing to pay for the full term of the lease.

All tenants living in the family apartments section of University Apartments are bound to follow the Housing conditions, rules, and regulations (listed below), those listed in the University Apartments Handbook, and the Student Code of Conduct. Residents are fully responsible for any and all actions and/or misconduct by household members, guests, and visitors.

# TERMS, CONDITIONS, RULES AND REGULATIONS

The University reserves the right to change rules and regulations. Residents (and their guests and children residing in the apartment) agree to comply with the rules and regulations below:

## INSURANCE

The University is not responsible for loss or damage to occupants' personal property, therefore each individual is strongly advised to carry property insurance. If the campus space is destroyed by fire other unavoidable casualty, interruption of utilities, or rendered unusable for any cause, other than the negligence, the University will (a) provide alternate appropriate accommodations until the space can be restored and reassigned or (b) terminate the remainder of the contract. The University reserves the right to make a determination of assignment to an alternate appropriate accommodation or cancellation of the contract.

Any personal property of a student or others remaining in a residence hall/apartment and not reclaimed within ten days after the expiration of the current contract agreement, will be considered abandoned and shall be disposed of in a manner deemed appropriate by the University. Property left in specific storage areas and stored in accordance with approved guidelines will be considered exempt from this clause.

# MEDICAL ACCOMODATIONS

If a student feels that he or she has a significant chronic physical or emotional condition that may impact their housing assignment, the Medical Documentation Form must be submitted by the deadline indicated to receive consideration for the Housing Contract Preferences. If the Housing Medical Documentation form is received after the deadline date, housing preferences for area, building, Academic Themed or Academic Clustered Communities, and/or roommate will be reviewed but only taken into consideration if space permits.

The Housing Medical Documentation form will supersede any preferences indicated on the housing contract. If the Housing Medical Documentation form is received after room assignments are posted, Residential Life reserves the right to reassign the student to a space that will meet the medical need, and not any requested roommate(s). If a student is offered a change to the housing environment, an additional cost may be associated with the resulting assignment or requests. If a student refuses the provided medical accommodation, they will need to do so in writing to the Central Residential Life Office.

# **Emotional Support/Assistance Animals**

Indiana State University, Office of Residential Life is committed to reasonably accommodate persons who require the assistance of an emotional support animal. However, Residential Life is also mindful of the health and safety concerns of the campus community. Residential life will determine, on a case by case basis, and in accordance with applicable laws and regulations, whether such animal is a reasonable accommodations on campus. Residential Life may require sufficient information and documentation to determine whether the animal qualifies as a service or assistance animal under the applicable law. In order to review the request, Residential Life requires that the student submit the request in writing, at least thirty (30) business days prior to the desired move-in date.

# **Temporary Medical Conditions**

Room changes for temporary medical conditions are only valid for the academic year in which they are filed. If a student needs to request a Temporary Medical Condition, the student must submit the Housing Medical Documentation form. Once the medical need is established, the student will be reassigned to a space that will best accommodate the need until the end of the contracted period should the original room assignment be assigned to another student with a Housing Contract.

#### **Meningococcal Disease Vaccination**

The University is required by state law to maintain Meningococcal Vaccination information for every student that lives on campus. All students residing in on-campus housing, including all residence halls and apartments, are required to abide by this law and University Policy.

# CAMPUS MEAL PLAN

# **Campus Meal Plan**

The dining service plan consists of two types of prepaid declining balance currency: Campus Credits and Commons Cash. Both Credits and Commons Cash for the entire semester are posted to the individual's account at the beginning of each semester. Spring Semester allocations may not be added to the account until January. All Campus Credits and Commons Cash left at the end of the Fall Semester will be forfeited unless the student continues to reside in University-Owned or University-Operated housing during the following Spring Semester. All Campus Credits and Commons Cash left at the end of the Spring Semester will be forfeited, unless the student submits to the University, prior to the last day of spring finals, a completed University Housing Contract, indicating a student's intent to reside in University residence halls during the following fall semester. Account adjustments required as a result of a change in a student's registration, residential or board status, will be made on a weekly basis according to such terms and conditions as may be determined by Residential Life.

#### **Commons Cash**

Students with less than 28 credit hours are restricted from using Commons Cash between the hours of 10:30 a.m. and 1:30 p.m. Monday through Friday during the fall semester. The Campus Cupboard (convenience store) accepts Commons Cash with the same restrictions of the rest of the Commons.

# **Special Diets**

A student with special dietary requirements (religious, medical, personal, etc.) that cannot be fulfilled by individual selection from the menu choices provided should contact Dining Services for meal options.

# Removing Food or Unauthorized Entry into the Dining Halls

When dining in the all-you-care-to-eat locations, it is required that meals be eaten in the hall unless participating in established take-out dining options. Students are permitted one piece of hand fruit and one ice cream cone. Removing additional food or beverages, dishes, or silverware from the dining hall or entering the dining hall without paying for the meal will be considered theft. Theft in the dining hall is a serious issue that will result in disciplinary referral to the Office of Residential Life, the Office of Student Conduct and Integrity, and/or University Police. Further repercussions may include cancellation of the Housing and Dining Services Contract. Acts of horseplay, food fights, and inline skates are prohibited.

# Practicum, Student Teacher, Internship, Mid-Year Graduation

Any student who has a lease or meal plan contract will pay 100 % of the room and board charges for the portion of the session/semester on campus. The student must submit an online intention form and related documentation at least two weeks prior to the end of the semester or start of the academic field experience. The field experience must be outside a 30 mile radius of campus in order to be released from the remainder of the lease and meal plan contract.

# **OPT (Optional Practical Training) Status**

Students moving to OPT (Optional Practical Training) Status are not eligible for University-Owned or Operated Housing. Students are required to inform the Central Office of Residential Life of the pending change to OPT status at least two weeks prior to vacating the Residence Hall/Apartment.

#### Lease Release Form

Applications for a release from a Housing lease are available at the Central Residential Life Office and online at the Residential Life Website. Students should be advised that contract releases or exceptions are granted only in situation involving extreme or unusual circumstances, the nature of which would prohibit living in a University-Owned or University-Operated housing or impose a severe hardship. A desire to experience off-campus living is not a valid reason for a request to be released from a legally binding contract. The Housing lease and meal plan contracts are legally binding contracts for the full academic or full-calendar year. Students are cautioned not to sign a legal agreement for off-campus housing until they receive an official release notice in writing from the Office of Residential Life.

Categories considered for a lease Release or Exception: Please note that formal documentation is required to support each request type.

- 1. Medical: The medical condition is such that the University is not able to provide appropriate accommodations in University-Owned or University-Operated housing.
- 2. Financial: Release for financial reasons are granted only in situations involving significant change in a student's financial situation since the contract was signed. A parent no longer wanting to financial contribute to the cost of housing is not an acceptable reason unless the student has financially declared independence through their Tax Documentation.

- 3. Single Parent: Attempts to accommodate the family in our Family Housing environment will be made before a contract release is granted.
- 4. Live-In Employment: Student is required to submit letter from employer detailing the live-in requirement.
- 5. Military Service: Students called to active military duty will be released from their housing contract.
- 6. Commuting from Home/Living with a Relative: Students requesting a release to commute from his/her parent's place of residence (within 60 miles) must submit a notarized letter from parents or guardian supporting the fact that the student will be living at home and commuting for the academic year or its remainder. This option is only available to first-year students requesting an exception to the residency requirement and will only be reviewed prior to the student checking into the University-Owned or University-Operated housing.
- 7. Marriage: Attempts to accommodate the family in our Family Housing environments will be made before a contract release is granted.

#### Lease Buy-Out

A student who is denied their request for a release from the housing lease may participate in a 65% buyout option. In this option, the resident will be charged 65% of the remaining Housing and Dining Services Contract in return for a cancellation of the Housing and Dining Services Contract.

#### Subletting

Subletting is not permitted in any University-Owned or University-Operated housing.

#### **REFUND AND DAMAGE POLICIES**

#### **Room and Board Charge Refund Schedule**

The room charges and the base meal plan charge will be refunded utilizing the following schedule:

#### Housing and Base Meal Plan Refund Schedule

Week of Semester	Refund Percentage
Weeks 1-4	75%
Weeks 5-8	50%
Weeks 9 – 12	25%
After Week 12	0%

Student meal plan credits will be refunded at the current conversion rate (currently \$0.20 per credit). Unused commons cash will be refunded to the student in full (100%).

# **Initial Housing Payment**

When submitting the Request for Housing lease Application, students are required to submit a \$20 nonrefundable application fee and a \$150 refundable initial housing payment. The initial housing payment of \$150 is refundable if (a) a student cancels lease because they are not returning to the University by June 30 (b) a request for housing lease release is approved by June 30, or (c) if a contract offer is extended and the student does not accept that contract offer.

The initial housing payment will be refunded as follows:

- (a) Cancellation of Contract by June 30 (new to ISU student): Refunded when written cancellation request is received in the Central Residential Life office.
- (b) Cancellation of Contract by June 30 (returning to ISU student): After confirmation of nonenrollment is received the second week of the semester.
- (c) Non-Acceptance of Housing Contract Offer: Student will receive their initial housing payment refund by May 1.

The refund will be applied to a student's account and will be refunded less any outstanding charges against that account.

#### University Initiated Room Change

The University reserves the right to make reassignments and adjustments as may be deemed necessary to resolve problems or situation which may adversely affect the academic or general environment of a residential area.

#### MAINTENANCE OF THE ROOM/APARTMENT

# Maintenance Needs/Work Orders

Maintenance needs, problems, or questions regarding a student room or hall should be reported to Residential Life staff in a timely manner via the online work order request process or via the on-call duty staff member in the event of an emergency maintenance issue.

A student who has submitted an online work order for an item in the room/apartment can expect this repair to typically be completed during regular business hours of 8:00 - 4:30 pm. For the safety and security of residents it may be necessary to reassign the occupants to a different room to perform some types of maintenance.

Maintenance staff may enter a student room/apartment to perform preventative maintenance, needed repairs identified during a room inspection, emergency repair, or preventative pest control treatments. If a maintenance employee enters a student room/apartment when the student is not present, the maintenance employee will leave a form stating the time, date, and reasons for entering the room. Although a student may ask to schedule an appointment for repair, it will be determined by Residential Life, on a case-by-case basis, if the situation can wait or be scheduled at the convenience of the student.

# Cleaning

Students are expected to maintain the room/apartment in an orderly and sanitary condition. Students are responsible for cleaning private or semi-private bathroom spaces. If Residential Life becomes aware of unsanitary conditions resulting from students failing to maintain the apartment or room, Residential life will clean the room/apartment and the resident(s) will be assessed a charge to their student accounts. Repeated incidents of disorderly and unsanitary conditions in a student's room/apartment, may result in the University canceling the student's contract and/or refusing to issue a housing contract for future contract periods.

# Trash/Recycling

Students are responsible for taking their own personal trash to the trash room and/or dumpster area. Students who fail to responsibly remove personal trash may be assessed a charge for disorderly and/or unsanitary conditions. Students are encouraged to participate in building recycling programs.

#### **Inspections/Pest Control**

A room/apartment health and safety inspection is not a search. Student room/apartments may be inspected during each session/semester and at the time of check-out. Routine inspections are announced in advance, and the student may choose to be present for inspections. These inspections are conducted: (1) to evaluate the condition of the apartment/room and furnishings; (2) to identify needed maintenance and repairs; and (3) to check for fire and safety hazards. If damages are noted, the cost for repairs or replacement will be charged to the resident(s) of the room/apartment. The University reserves the right to make non-routine, emergency inspections to protect the health and safety of its students.

Should Residential Lie observe the presence of unapproved appliances or object in the room/apartment or notice objects attached to the facilities in an unapproved manner, a notice will be left in the room/apartment notifying the resident(s) of the infraction. Items may be confiscated by staff, and will then be logged and stored in the Area Residential Life Office for residents to pick up upon leaving to go home. Students who fail to pick up confiscated belongings within the designated period after check-out will forfeit those items as a "gift" to a local charitable organization.

#### Damages

- 1. Room occupants will be held responsible for the condition of the room/apartment and furnishings and for any damages or losses that may occur during occupancy.
- 2. Individuals identified as responsible for damage, theft, or losses in common areas of the building (such as corridors, elevators, stairwells, lounges, laundry rooms, or study rooms) will be billed for the cost of repair or replacement. Residents will be held collectively responsible for damages, theft, or losses in common areas of the building that may occur during occupancy when the individual(s) responsible cannot be identified.

- 3. For the purpose of damage, theft, or loss assessment, occupancy shall be inclusive from the date of check-in to the date the student properly checks out of the room. Charges will be applied against the student's account. Residents must pay the damage assessment when billed.
- 4. Residents are not permitted to make damage repairs or arrange for them to be made. In an emergency, Residential Life staff or University Police should be contacted. Any student who leaves the University at the end of the contract period or earlier because of withdrawal from the University or other termination of study, and who fails to return the room key at the time of check-out, will automatically be assessed a charge for core and key replacement. The amount will be charged against a student's account.
- 5. The cost of student room/apartment and community damages caused by abuse or misuse of Residential Life housing facilities or equipment will be charged to the student account at the current replacement value of the damaged item plus the hourly labor rate necessary to restore the facility/equipment to its original condition. Students requesting a temporary loaner key will be charged \$5 per incident. After a student requests a loaner key three times in a semester or when the student does not return the loaner key within the designated time period (3 hours), the student will be charged the cost to recore the room. This recore is completed in order to ensure a safe living environment for all community members.

#### **RULES AND REGULATIONS**

# ALCOHOL AND ILLEGAL SUBSTANCES

#### **Alcohol Policy**

- 1. The possession or use of alcoholic beverages is prohibited in all on-campus undergraduate residence hall buildings except University Apartments Units 1, 3, and non-SYE wings of Unit 4, University Apartments North, and 500 Wabash.
- 2. It is a violation of state law and University policy for a student under 21 years of age to attempt to purchase, consume, possess, or transport alcoholic beverages. It is unlawful to sell, furnish, and give alcoholic beverages or to permit alcoholic beverages to be sold, furnished or given to any minor.
- 3. Residents will be held responsible for activities that occur in their room/apartment and will be referred to the Office of Residential Life, Student Conduct and Integrity and/or University Police if guests are violating the on-campus alcohol policies listed above.
- 4. Failure to complete with the direction given by or the request to present identification to a University Official acting in the performance of their duties is a violation of the Student Code of Conduct and will result in a referral to Office of Residential Life, Student Conduct and Integrity and/or University Police.
- 5. It is against the Student Code of Conduct to supply false information, such as name, age, etc. to a University Official who is acting in the performance of their duties.

#### **Illegal Substances**

It is a violation of state and university policy to illegally possess, use, distribute, manufacture, sell or be under the influence of other drugs. Students who violate this policy will be referred to Office of Residential Life, Student Conduct and Integrity and/or University Police.

It is against housing police for a student to be in a residential area (room, common area, common building, building entryway, or quad area immediately adjacent to the residence halls/apartment buildings) and in the presence of an illegal substance. Students who are in the presence of an illegal substance in these areas will be referred to Office of Residential Life, Student Conduct and Integrity and/or University Police.

Students who have been found responsible for distribution, manufacture, or selling illegal substance will have their housing contract canceled and will not be considered for a housing contract for future contract periods.

# CANVASSING AND SOLICITATION

# Canvassing

- Canvassing shall be defined as any effort to influence student opinions, gain support, or promote a particular cause or interest, specifically excluding any solicitation of fundraising. Surveys are not considered to be canvassing for purposes of this policy.
- 2. Students, student organizations, and hall councils may be eligible to canvass in the residence halls.

# **Commercial Enterprises**

The use of University facilities and/or property for commercial sales activities by individual or non-University organizations is prohibited. University organizations, with appropriate approval, may sell materials to support to the purpose of the organization and/or for charitable activities.

#### Solicitations

- 1. Definitions
  - a. A residence hall is a University-owned or University-operated building that contains rooms/apartments assigned to students for sleeping, dressing, studying, and socializing, and that also contain common facilities and areas used by all students assigned to such residential area, including a common means of entering and exiting, common bathrooms, common study lounges, common storage areas, and areas used in common for organized educational and social functions. Apartments are also covered under this definition.
  - b. Solicitation is the offer of a sale of products or services.

- 2. Except as hereinafter provided, no person (including a student), firm, business entity, charitable organization, religious organization, or other organization may solicit money, sell, or solicit the sale of any product or service anywhere in a residential area.
- 3. A student assigned to a room may invite a person, firm, business entity, charitable organization, religious organization, or other organization to that student's assigned room to solicit money, sell, or to solicit the sale of products or services with that student only. Such solicitation or sale must occur only in the assigned room of the student-inviter. The solicitation of money or the sale or solicitation of a sale of products or services to any other student is prohibited anywhere in the residential area.
- 4. Registered student organizations and residence hall councils/staff may solicit money or sell/solicit the sale of products or services in a residence hall with prior approval from the Executive Director Residential Life or designee.
- 5. Nothing in these regulations shall be deemed to preclude any solicitation or sale by mail, email, telephone, or other communication media.

# **DECORATIONS AND DISPLAYS**

# Advertising

Advertising of merchandise or services for sale or rent is not permitted in residential areas unless it is for the sale of personal property of the students living in the residential areas and/or approved by the Central Residential Life Office. Special bulletin board space is designated for this service. Advertisements, if posted elsewhere, will be removed.

# Student Rooms/Apartments

- 1. Pictures, additional bulletin boards, and decorations are to be hung in an appropriate manner in the room/apartment.
- 2. Because of the costly cumulative deterioration of physical facilities, it is not permitted to use nails, tacks, or screws on walls, furniture, doors, other woodwork or glass.
- 3. Students choosing to use tape, adhesives, putty, glue, paste, or staples do so at the risk of damage to the room/apartment and may incur charges as a result of damage resulting from the use of these items.
- 4. No painting or papering of rooms or furniture is permitted.
- 5. Nothing is to be strung across the room/apartment for the purpose of hanging decorations. Nothing is to be hung or draped across the ceilings.
- 6. Darts and dart boards are not permitted.

#### **Student Room Doors**

Students may decorate the surface of their room/apartment door facing the interior of the room/apartment, provided that it is done according to the guidelines that follow. Adhering to these guidelines will protect doors from unusually harsh wear, eliminate potential fire hazards, and ensure the free movement/access in the room/apartment. No decorations may be placed on the exterior of the building.

- 1. Decorations may be placed on the upper section of room/apartment doors above the lock mechanism. If the door has louvers, no materials may be placed on the louvers.
- 2. No decals or stickers are permitted.
- 3. Bunting and streamers are permitted to celebrate special occasions, but must be removed within 48 hours.
- 4. All memo boards, pictures, signs, and posters must be unframed.
- 5. Indiana State University does not recommend a specific adhesive product to adhere items to the door. Students who choose to display items on the door with an adhesive product are assuming responsibility for any damage to the door as a result of that product.
- 6. Nonflammable materials should be used whenever possible.
- 7. All door decorations must be removed prior to the student being checked out of the room/apartment. Damages to the doors as well as any extra cleaning required will be the responsibility of the residents and may result in a charge to the student account. Residential Life staff will determine the nature and extend of all damages.
- 8. Any materials found to be offensive or outside the boundaries of reasonable community expectations will be referred to the Area Residential Life Office and/or to Student Conduct and Integrity.

# Student Room/Apartment and Lounge Window Decorating and Display Policy

Students may decorate the window(s) in their individual bedroom provided that it is done according to the guidelines that follow. Adhering to these guidelines will prevent windows from being damaged and eliminate potential safety hazards.

- 1. Decorations may only be on the inside window side.
- 2. Decorations must be removable (not permanent). Only water-based poster paint may be used for painted decorations.
- 3. For emergency reasons, such as in the case of a fire, one-half of the total window space must be transparent.
- 4. Decorations that present health hazards due to weight, possibility of breakage, degree of cleanliness, etc., must be modified and/or removed if deemed necessary by Residential Life staff.

- 5. All decorations must be temporarily removed at the request of Residential Life for regularly scheduled window cleaning purposes.
- 6. All window decorations must be removed prior to the resident being checked out of the room. Damages to the windows, drapes, and/or blinds as well as any extra cleaning required, will be the responsibility of the residents and may result in a damage charge to the student account. Residential Life staff will determine the nature and extend of all damages.
- 7. Any material that is found to be offensive or outside the boundaries of reasonable community expectations will be referred to the area Residential Life Staff.

# **Holiday Decorations**

Many residents are interested in seasonal or holiday decorating. The following policy outlines acceptable standards for seasonal and/or holiday decorating.

- 1. Live trees or greens are not permitted due to fire hazard concerns. Artificial trees or greens may be used.
- 2. Only room and hallway bulletin boards may be decorated; walls or ceilings may not have decorations applied to them due to fire hazard concerns.
- 3. Candles are never permitted. If the use of a candle is required for a religious celebration, the student must work directly with the area Residential Life staff to find an appropriate location for religious observance.
- 4. When decorating, all materials must be non-flammable such as ceramic or glass, decorative 100% aluminum foil wrap, fire-retardant-treated paper, crepe paper, tinsel, ribbon, etc.
- 5. Spray snow is acceptable on windows, but must be cleaned within 48 hours of the holiday and prior to leaving for the semester break period.
- 6. Decorative lights may be used in individual rooms, however, students are asked to consider not using these lights in an effort to be more sustainable and conserve unnecessary energy expenditures.

7. All holiday decorations must be removed prior to the beginning of the semester break. Any questions related to the above policies should be referred to the area Residential Life Office.

# Guests

Residence hall rooms and apartments are intended for use by residents of the hall/apartment and their invited guest(s). A guest is defined as a person visiting a resident of the apartment at the resident's invitation. Delivery persons are not considered guests for purposes of this policy.

To ease the congestion of the move-in period and to allow roommates the opportunity to discuss what to do about overnight guests in a room/apartment, no overnight guests will be allowed in the room/apartment until the first day of classes, then only with permission of the roommate(s).

The following stipulations relate to all guests:

- It is the responsibility of the host student to ensure that their guests are aware of University and residence hall/apartment policies. Guests are held responsible for their own actions and for knowledge of University and residence hall/apartment regulations. However, hosts may be held accountable for damages committed by their guests, unless the guest can be identified as a University student. Hosts may also be held accountable for their guest(s)' behavior.
- 2. Residents are permitted to have guests in their rooms only if there is no objection from the roommate(s).
- 3. Guests visiting a room/apartment are restricted to no more than 2 guests per resident of the space. For example, in a residence hall double occupancy room, no more than 4 guests may be in the space at any given period of time. In an apartment with an occupancy of 4, no more than 8 guests may be in the apartment at any given time.
- 4. Room keys are not provided for guests. Residents are not to give their keys or ID to a guest in order for them to gain entrance to a room or apartment.
- 5. Students may have an overnight guest in their room/apartment for a maximum of three consecutive nights. A guest may not "hop" between rooms in a community to extend that visit beyond the maximum number of nights. Residential Life reserved the right to revoke this privilege.
- 6. Guests must be escorted at all time while visiting the building/apartment.

Students charged with violations of the guest regulation will be subject to University disciplinary action. An unescorted guest who is a student of the University shall be subject to University discipline.

# NOISE

One of the goals of Residential Life is to provide an atmosphere within the residence halls/apartments that is conducive to study and rest. In order to meet this goal, it is necessary that all students understand that the right of students to study and sleep takes precedence over the right of students to make noise. Quiet hours and courtesy hours have been established and posted in every residence area.

- 1. Electronic sound equipment (radios, TVs, stereos, electronic games, computers, etc.), musical instruments, and room activities will not be heard outside of the roo/apartment. Such equipment should never be played so loudly as to disturb other residents.
- 2. At no time will amplified sound be directed out of windows by placing speakers in windows.
- 3. It is important that residents take the initiative to discuss the noise with the offender. If a resident is bothered by someone else's noise, the resident should ask the resident to reduce the volume level of the offending noise. The resident has every right to expect them to do so. Likewise, any resident who is requested to reduce their volume level should do so thus showing respect for a fellow student. Residential Life staff will continue to deal with excessive noise. However, they cannot always be aware of every problem.
- 4. All students and guests will lower their voices when talking in the corridors, bathrooms, study lounges, etc., in order to help maintain a quiet living environment for all residents.

- 5. All students will refrain from participating in any sports-like activity within or immediately adjacent to the residence areas. The University has designated areas for these activities.
- 6. Residents who persist in creating excessive noise will be subject to disciplinary action through Residential Life or the Student Conduct and Integrity,.

# **Quiet Hours**

- 10:00 p.m. until 9:00 a.m. Sunday through Thursday and
- Midnight to 11:00 a.m. on Friday, Saturday, and Holidays

#### **Courtesy Hours**

Courtesy hours are in effect 24 hours a day. At all times, a student's right to study and sleep will be respected. Residents and their guests will lower their voices or the volume of equipment (music, TV, computer, musical instruments, etc.) if asked to so do by a University Official or a resident of the building.

#### **Finals Week**

During finals week, 24 hour quiet hours are maintained beginning at 8:00 am, the day before finals and continuing until the halls close at the end of the semester. It is expected that a proper study atmosphere be maintained during these established quiet hours. Residents are also reminded that these hours may be extended if additional study conditions are required.

#### SAFETY

#### FIRE SAFETY POLICIES

#### **Candles and Incense**

For safety reasons, candles, incense, and other flame-emitting articles are prohibited in all residential areas including residence hall rooms and apartments. Only potpourri burners with an enclosed heating element and an automatic shut-off are permitted.

#### Smoking

Indiana State University is a smoke-free campus and prohibited smoking in all university-owned and university-operated buildings and grounds (including grassy areas, parking lots, and sidewalks). This policy is enforced in all University facilities, including residence hall rooms, apartments, common areas, and dining halls. Established "smoking areas" are spread throughout campus for university faculty, staff, students, and their guests. The use of e-cigarettes are also prohibited in the residence halls/apartment areas.

#### **FIRE PREVENTION**

#### **Fire Drills and Active Fire Alarms**

To comply with state and local fire regulations, fire drills will be conducted regularly. Everyone present in the building during the emergency drills or an active alarm is required to participate by vacating the building according to instructions. Rooms/apartments may be checked during fire drills or active alarms to ensure compliance. Failure to vacate the building in a timely manner in an emergency drill or active alarm is subject to disciplinary action.

#### **Fire Safety Equipment**

Fire alarms and fire extinguishers are located in every residence hall building and/or apartment building. Students should familiarize themselves with the location. Tampering with fire safety equipment is a very serious matter that could jeopardize the safety of a number of people. Smoke detectors are in every apartment/residence hall room/common area and is provided for the resident(s)' safety and should not be tampered with under any circumstances (including detaching from the ceiling, covering, or taping off). Tampering with this equipment, at any time, including covering the equipment or dismantling the equipment and/or discharging a fire extinguisher result in severe disciplinary and/or criminal action including a loss of the Housing Contract.

#### **General Fire Safety Precautions**

Students are responsible for taking precautions to prevent fire. Extreme caution and good judgment must be exercised when using a desk lamp of any kind. Lamps should not be placed near flammable objects such as curtains, bedspreads, pillows, posters, or clothing and should be turned off when residents leave the room. Due to potential fire hazards, Torchere-Style (floor-standing lamps that project light upward) halogen lamps are prohibited in any residential room or apartment. Games such as playing with lighters, lighting the contents of aerosol containers, or other activities involving open flames are prohibited in the residential halls/apartments. Space heaters are not permitted in on-campus housing.

#### FACILITY SAFETY POLICIES

#### **Aerials and Antennae**

Aerials, masts, satellite dishes, and other short-wave radio transmitting equipment are not allowed in the residential areas because of FCC interference regulations and safety precautions.

#### Appliances

 The following electrical appliances are authorized for use in student rooms/apartments if the Underwriters Laboratories, Inc. label (UL label) is on the appliance: Televisions, stereos, coffee makers (with enclosed heating element and automatic shut-off), clocks, fans, hair dryers, hair setters, curling or flat irons (with automatic shut-offs), printers, refrigerators/microwaves, appliances with enclosed heating elements and automatic shut-offs (hotpots, rice cookers, popcorn poppers, etc).

- 2. The following electrical appliances are prohibited: hot plates, toasters (permitted in apartments only), toaster ovens, torchere-style (floor standing) halogen lamps and lights, immersion heaters, heating coils, personal air-conditioners or personal heaters.
- 3. Clothing irons may be stored in student rooms but are to be used only in designated ironing areas (Laundry rooms).
- 4. If the use of multiple outlets is needed, a grounded 15-amp surge-protected plug-in strip with built-in circuit breaker should be used.
- 5. If unapproved items are observed in a room/apartment, the student will be asked to remove them from the building. If the student is not there, the item will be confiscated and a note left in the room. The student will be able to claim the confiscated item to take home with them at a later time. In case of noncompliance, the University reserves the right to have the items removed. The items will be returned to the student from removal from the hall upon request to the Area Residential Life Office.

# Elevators

Most residence halls have elevators for moving people and equipment between floors. Students and guests should refrain from the following behaviors when using an elevator:

- 1. Tampering with or abusing any of the elevator equipment or controls.
- 2. Prying open elevator doors or holding them open by the safety edges.
- 3. Attempting to exit an elevator that is stuck between floors without directions and assistance from emergency personnel.
- 4. Jumping up and down in the elevator.
- 5. Using the elevator in the event of a fire.
- 6. Engaging in any of the above behaviors may result in a referral to the Office of Residential Life or Student Conduct and Integrity.

# Furniture

Furniture and furnishings cannot be removed from the room/apartment at any time. Only bunk beds and loft beds specifically approved by the University may be used within resident rooms, and only the use of approved beds is permitted. All residence hall and apartment rooms are fully furnished. The University reserves the right to request that personal furniture be removed from the space if it presents a fire or safety hazard to the room/apartment. The University is not required to provide storage of one's personal belongings if the belongings do not adequately fit in the room/apartment.

The use of other University furniture in an individual student room (i.e. taking furniture from a common area/lounge and putting that furniture in an individual room/apartment) and will lead to referral to the Office of Residential Life or Student Conduct and Integrity.

Because of the weight and potential for damage, liquid-filled beds and other liquid-filled furniture is prohibited in all resident rooms/apartments.

# **Room/Apartment Inspections**

Routine room inspections of all residence area rooms may be done periodically to evaluate the condition of the room and furnishings, to identify required maintenance and repairs, and to check for fire and safety hazards. In most cases, students are notified about room inspections in advance.

# **Room/Apartment Searches**

There are no routine room searches. A room search is conducted only when there is a strong reason to believe that the occupant(s) of the room are in serious physical or psychological distress or that the room contains items that are contrary to University regulations (which include federal, state, and local laws). In most cases, an act of misbehavior will precipitate this concern.

When a University Official requests that a student open the door out of concern for a student, the resident(s) are required to open the door. Failure to open the door may result in a staff member entering the room to confirm the safety of the resident(s) inside the room. In these situations, the staff member will do the following, (1) knock on the door and identify themselves as a staff member, (2) notify the residents that they are concerned for the students safety and that the student must open the door, (3) wait several seconds, (4) again identify themselves and notify the resident(s) that they are now keying into the room, (5) enter into the room to confirm that there is no imminent harm to the resident(s) or community. Staff members always key into a room with at least one additional staff member present. Staff members' role is to make contact with anyone present in the room and confirm that there are no safety concerns for the room or the community.

Full room searches are conducted under one of two conditions:

- 1. When there is a reliable, direct threat of harm to a resident(s) in the room/apartment or to the larger community, permission to conduct a search of the room may be granted only by the Executive Director, Residential Life or designee. Approval is given only after the reason for the search, the person(s) to search the room, and the object(s) being sought are clarified. Searches are usually conducted in the presence of the student occupant(s), and only in unusual cases would the room be searched in their absence.
- 2. When a court order has been obtained, the search will be performed according to constitutional and criminal procedures (for instance, if an officer observes articles in plain view from a location where the officer has a right to be, the officer has not conducted a search). If time and circumstances permit, a member of the Residential Life staff will be notified of the impending search. The staff member can provide guidance to the resident of the room against whom any warrant is issued and can act as a witness. Items seized will be taken (as authorized by law) and inventories.
- 3. When a student occupant(s) of the room/apartment grant verbal permission to Residential Life staff or University Police to search the room.

#### Weapons and Fire Arms

Residents may not possess, store, or use firearms or other lethal weapons on any University operated property at any time. The storage of firearms and weapons in an automobile on campus is also prohibited.

#### Weightlifting

Weightlifting equipment is not permitted in the apartment or individual rooms because of noise and potential damage to the floors.

#### Windows/Screens

- 1. To protect draperies and sills and to help conserve heating fuel, windows should be closed when residents are not in the room/apartment.
- 2. No food or beverages are to be stored between the window and the screens on outside ledges.
- 3. Removal of any window screen is prohibited.
- 4. No antennae or other devices are to be strung out of windows.
- 5. Residents or their guests are not permitted to enter or leave a residential space or access the roof or a balcony via a window at any time.

#### SECURITY

#### **Card Access**

Most residence halls/apartments are equipped with an electronic, computerized card access system that permit access to the hall/apartments, elevator, or bathroom by residents only. The system is operational 24 hours a day, seven days a week when residence halls are in operation. If access hours are to be changed, residents will be notified of that change. Students may enter their assigned building by swiping their ID card in the card reader, located in the entranceways, and at some halls, inside the elevator, or at the bathroom. If for some reason, the ID card does not unlock the door, please contact the front desk or the residential life duty staff member, or in an extreme emergency, University Police. If you have ordered food for delivery, you must be in the lobby to meet the vendor at the front door. If you want to visit a friend in another building, you'll need to let them know so that they can meet you at the entrance. Exit doors should not be held open for prolonged periods. Residents are not allowed to let anyone into the building except their invited guests

During overnight hours, a night host will require students to show IDs to enter the building and to sign non-resident guests in and out of the building. This is for safety and security measures.

If a student's ID card is lost or stolen, the student should report to University Police to deactivate their card and purchase a replacement ID card.

# **Community Service Officers (CSO)**

Students, called Community Service Officers (CSOs) are hired at University Apartments to check for propped doors, monitor activity in the parking lot and common area, and to assist students who have a safety concern after hours. Students interested in working as a CSO should contact University Police.

#### **EMERGENCY SITUATIONS**

#### **Tornados or Weather Emergencies**

In the event of a severe weather situation, information will be posted by the elevators on each floor and at the front desk. A watch means that conditions are right/favorable for an emergency weather event. A warning means that an active weather event is imminent. In an active weather warning, please quietly follow the directions of the hall staff. In the event of a tornado please move to the lower levels to a space with few or no windows and await further instructions from hall staff.

#### **Restricted Access**

In the event of an emergency event on campus (active shooter, campus threat, campus emergency), the residence halls/apartments may go into restricted access. During restricted access, students will need to show ID in order to enter their residence hall or apartment building. No guests are permitted in the building during a restricted access period. Students should follow the directions of hall staff during restricted access emergencies.

#### **Building Lockdowns**

In the event of an emergency event on campus (active shooter, campus threat, campus emergency), the residence halls/apartments may go into building lockdown. In a building lockdown, no one will be permitted to enter or leave the buildings. Students will be encouraged to go into their rooms and lock their doors and stay away from their windows until further notice. Residence hall/apartment staff will provide updated information as soon as it is received.

Students are also encouraged to sign up and pay attention to RAVE emergency alerts for updated information in the event of a campus emergency or crisis.

#### **RESIDENT RESPONSIBILITY FOR SAFETY**

#### Safety and Security Tips:

- 1. Students should not allow strangers to enter the residence hall/apartment building with them.
- 2. Students should notify the staff member on duty if someone has insisted upon entering the hall/apartment with them. The student should try to get a good description of the offender and observe the direction in which the offender moves.

- 3. Students should keep their rooms/apartment locked at all times, even when they are sleeping, and especially when they are leaving the room/apartment and/or building.
- 4. A malfunctioning card access reader or door should be reported via the work order system or the front desk of the building immediately.
- 5. Students should meet any guests/visitors in the lobby and escort the guest/visitor at all times.
- 6. Students should not lend their ID card or room/apartment key to others at any time.
- 7. Lost or stolen keys or ID cards should be reported immediately.
- 8. Students should sign up for RAVE emergency alerts on their mobile devices.

# **Report Suspicious Activity Immediately**

Suspicious activity includes:

- 1. Persons going from room/apartment to room/apartment trying doorknobs
- 2. Persons loitering at unusual hours and locations
- 3. Persons running (especially if something of value is being carried)
- 4. Persons exhibiting unusual mental, emotional, or physical symptoms
- 5. Persons carrying university property
- 6. Open or broken windows or doors
- 7. Unusual noises, screams, or cries for help.

Some people fail to report suspicious activity because they are not aware of what seemingly innocent activities might be suspicious. Others may notice activity and may be hesitant to call for fear of seeming over-reactive or embarrassed. Still others take it for granted that someone else has already called. Students should ALWAYS call immediately about any suspicious activity. There is no need to worry about bother staff on duty because that is why we are here. Students should not be concerned about being embarrassed if their suspicions prove unfounded. They should think instead about what could happen if they do not act.

Students play a critical role in maintaining a safe and secure environment. No matter how many security assistants we employ or how sophisticated a mechanical system we install, the safety and security of the residents can be compromised by careless resident behavior. Students should think about this the next time they are tempted to prop open a door or not lock their room/apartment doors.

# TECHNOLOGY

#### Data

Residential Life provides a personal network connection in each bedroom in the residence halls and 500 Wabash, and each common room at University Apartments. Students can access the Internet using their own personal computer. Anyone who accesses the network acknowledges a responsibility to act in

accordance with relevant policies. Student must request that their wired network connection be turned on. Instructions for making this request are provided during residence hall/apartment check-in.

# Network

By registering for or using a network connection, the student agrees to be found by the Terms and Conditions. Specific information about illegal activity, inappropriate content, personal responsibilities, and other network connections can be found online at <a href="http://www2.indstate.edu/oit/Policies/policies.php">http://www2.indstate.edu/oit/Policies/policies.php</a>

# **Wireless Connections**

All residence halls and apartments have wireless internet capabilities. Instructions for accessing the wireless network will be provided at check-in.

# MISCELLANEOUS

# **Bicycles, Non-Motorized Vehicles**

Bicycles are to be placed in the bicycle racks located outside the residence halls/apartment communities. Bicycles are not permitted in lounges, laundries, hallways, bathrooms, dining halls, or other public areas. Bicycles are not permitted to be stored in residence hall rooms.

Non-motorized vehicles include bicycles, tricycles, skateboards, roller-skates, in-line skates, and any other human powered transportation device. Non-motorized vehicles cannot be operated in a reckless or hazardous manner or in a manner that interferes with pedestrian or vehicular traffic. They are not permitted to be used inside residential buildings or on ramps leading up to residential buildings. Non-motorized vehicles are not permitted to be used on stairs, railings, landings, loading docks, benches, picnic tables, and all surfaces not intended for pedestrian or vehicular traffic or in a manner that is acrobatic or stunting in nature.

#### GAMBLING

Gambling in University-Owned or University –Operated residence halls or apartments is a violation of federal, state, and local laws and is prohibited. Students involved in gambling-related incidents may face legal and/or disciplinary action.

#### MAIL SERVICE

Mail for residents should be addressed as according to the materials provided at check-in. Students are responsible for completing a forwarding mail form with the USPS upon check-out from the residence hall/apartment community.

# PETS

Animals of any type are not permitted in the residence halls/apartments for reasons of sanitation and safety. The only exception to this policy is goldfish or tropical fish limited to one small tank, not more than 5 gallons. Student requiring service or emotional support animals should contact the Central Residential Life Office for specific policies and procedures.

## VIOLATIONS

Students who engage in behavior that violates the *Terms, Conditions, and Regulations* of the Housing and Dining contract and/or the Student Code of Conduct will be required to work with the staff of Residential Life and/or Student Conduct and Integrity to resolve the issue. Outcomes may include, but are not limited to, educational sanctions, contract review, change of housing assignment, contract termination, and other disciplinary action.

# ADMINISTRATIVE CONTRACT CANCELLATIONS/ROOM REASSIGNMENTS

The University reserves the right to cancel or deny a contract to a student, or to change the assignment of a student, if that student engages in the following conduct:

- 1. Disregards the rights of residents
- 2. Jeopardizes the safety and/or well-being of the individual or other residents
- 3. Disrupts the residential environment
- 4. Violates the University rules and policies and/or *Terms, Conditions, and Regulations* of this contract.

The University, at its discretion, may determine whether a student who engages in the conduct mentioned above shall be referred to the Office of Student Conduct and Integrity or has a contract administratively canceled. Students who receive a housing specific sanction through the Office of Student Conduct and Integrity have the ability to appeal that sanction directly to the Executive Director, Residential Life and Housing. Administrative Cancellations, made by the Associate Director, Residential Education may also be appealed to the Executive Director, Residential Life and Housing.

The University reserves the right to deny or cancel a Housing and Dining Services Contract or lease for University-Owned or University-Operated housing to an individual whose conduct and/or proven criminal record indicates a potential threat or danger to the University community, including students, faculty, and staff. Any student who is not in registered status will have a financial hold placed on the student record for housing and dining service charges incurred during the semester. Subsequent contracts will be denied until all financial holds are satisfied.

The University reserves the right to change the assignment of a student in specific locations in the event that (1) the location is needed for other programs or purposes and/or (2) the student's room is specifically equipped to provide for a medical need and such need arises, and/or (3) conditions in a specific location requires such reassignment to ensure a proper educational environment or the health and safety of individual.