WESTERN NEW ENGLAND UNIVERSITY GRADUATE STUDENT HOUSING AGREEMENT 2018 - 2019

The terms of this agreement constitute an offer of housing accommodations and participation in a meal plan by Western New England University of Springfield, Massachusetts (hereafter called the "University".) The execution of this form by the Student, through their participation in the housing/roommate selection process for campus residency, including submission of the housing verification payment, constitutes full acceptance of the terms and conditions delineated below.

Violations of this agreement will be addressed through the established discipline processes as outlined in the Western New England University Student Handbook.

Given the nature and extent of information in this document, which the University presumes the Student will read in full, an outline of topics is provided below, in alphabetical order, for quick reference:

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GENERAL HOUSING POLICY: To be considered eligible for graduate campus housing, the Student must be actively enrolled and attending classes at the University as a full time law, pharmacy or graduate student.

- a) Student housing is assigned for the specified time frame (a binding agreement) unless the Student is graduating or withdrawing from attendance at the University or provides proper notification, as required, of his/her intent to live off campus or is removed from housing by decision of the University.
- b) Regulations of the University limit routine use of the living space to the assigned resident(s).
- c) Assignment to campus housing shall be handled on a 'first come first served' basis, based on the date of receipt of the application and deposit.
- d) The University reserves the right at any time to alter a student's housing assignment, particularly to consolidate the use of living space and reduce vacancies.
- e) If a student has a vacancy in his/her place of residence, another student may be assigned at any point in time. Advance notice of a new resident cannot be guaranteed.
- f) If, in the University's judgment, it is reasonable to believe that a student is misrepresenting information about him/herself, others, and/or creating an environment intended to deter another person from moving in or causing that person to move out under duress, that Student will be held accountable, which may include removal from campus housing.

DEPOSIT: A non-refundable, non-transferable payment must accompany the request to live in campus housing. Assignment to campus housing is dependent upon the receipt of a \$500 deposit. For a first time Resident, this payment serves as a **security deposit** and is therefore not credited towards the cost of housing. For a current student who is returning to campus housing, the payment will appear as a credit in that the security deposit is already on record with the University.

CHANGE TO COMMUTER STATUS: If a student pays the deposit and then notifies the Office of Residence Life by <u>August 6, 2018 (or January 2, 2019 if they are a new student in the Spring semester</u>) of his/her decision to commute (written correspondence received as of this date) then the applicable housing charge, excluding the \$500.00 deposit, will be credited to the Student's account with the University. After August 6, 2018, the housing agreement is binding and will be required to be paid in full by the Student, whether or not the Student takes occupancy.

If the Student notifies the Office of Residence Life of his/her decision to commute by <u>January 2, 2019</u> (written correspondence received as of this date) then the applicable residency charge will be credited to the Student's account with the University. After January 2, 2019 the residency charge is binding and will be required to be paid in full by the Student, whether or not the Student has vacated the premises.

If the student leaves housing involuntarily, (i.e. the result of disciplinary action) the student is not entitled to any refunds outside of the refund policies stated in this document.

WITHDRAWAL FROM THE UNIVERSITY: The residency fee, excluding the deposit, will be credited to the Student's account if the Student has officially withdrawn from the University (by choice or decision of the University) prior to the first day of classes of a new semester. As of the first day of classes for that semester, the residency fee is binding and will be required to be paid in full by the Student.

RESIDENCY BILLING: Residency charges are billed to the Student's account with the University on a per semester basis. These charges are non-refundable and non-transferable. Failure to meet the established payment policies and deadlines releases the University from any obligation to provide housing accommodations.

ASSIGNMENT OF HOUSING: Students are assigned to housing in accordance with the established housing procedure. Each University-owned apartment or house has a specific capacity; unless indicated otherwise, there is no opportunity to 'buy-out' space in order to reduce the total number of occupants.

While priority is given to law, pharmacy and graduate students, a non-traditional undergraduate student (status and circumstances as determined by the University) may be assigned to one or more unfilled spaces at any point in time.

Barring unforeseen circumstances, residents may remain in their assigned living space during times when classes are not in session, specifically scheduled vacation periods and the semester break. Residency during the summer months (mid-May through mid-August), if provided, may require a temporary or permanent reassignment within University housing.

SPECIAL HOUSING ACCOMMODATION REQUEST: The following information and expectations apply to this component of the housing agreement.

- a) It is the responsibility of the Student to inform Student Disability Services of the specific nature of their disability and preference to receive a special housing accommodation.
- b) Written documentation from a medical doctor or licensed professional with expertise in the area of diagnosis must accompany the Student's request.
- c) If approved, Student Disability Services will work directly with the Residence Life office in an effort to provide an accommodation that, in the University's judgment, is appropriate and reasonable.

CARE OF ASSIGNED HOUSING: Student responsibilities are delineated as follows:

- a) The Student is responsible for contacting his or her Resident Advisor to have the condition of their assigned space documented upon arrival and departure and whenever a housing reassignment occurs.
- b) A failure to complete the established check-in or check-out process voids any claim the Student may have in disputing assessed damages and/or fines.
- c) A security deposit is required to confirm residency for the academic year. This deposit is refundable if the Student graduates or chooses not to renew residency for the next (upcoming) academic year or if the University is discontinuing this living arrangement. The refund will be based upon the documented condition of the assigned space, minus any repair and/or replacement costs and/or fines assessed.
- d) Damage charges for repair or replacement, parts and labor, will be assessed on the basis of the extent of physical damage and/or missing University property as determined by University personnel.
- e) The preliminary check by Residence Life staff is not the final word in damage assessment. Building Supervisors and personnel in Facilities Management perform inspections after campus housing is vacated and may identify repairs and related issues not noted by Residence Life staff. Student(s) may therefore be held accountable for damages and/or missing University property not noted as such at the time of departure.
- f) The Student shall maintain his/her assigned space (both private and shared with other residents) in a clean and sanitary condition at all times and will be held accountable for a failure to do so. The University does not provide housekeeping for any occupied living space. Students are therefore fully responsible for daily care and upkeep of the premises.
- g) Upon vacating the premises, charges will also be assessed if the assigned space has not, in the University's judgment, been left reasonably clean and properly set up for new and/or returning resident(s).

- h) Do not dispose of electronics (any item with a power cord) on campus. Do not leave any electronic devices behind. Many contain hazardous materials that require special treatment for recycling. Any abandoned device will subject its owner to a disposal fee. A request for review of any damage assessment charges and/or fines must be submitted in writing and received by the deadline as stated in the billing notification.
- j) Unless a Student has accepted responsibility (in writing, at the time of check-out) for specific damages, or information makes it reasonable to conclude that a particular Student is responsible, all repair and/or replacement costs are divided equally between the Residents.
- k) The Student is expected to return their housing key(s) at the time of departure. Otherwise, the key is presumed to be lost and billing will occur for a new door lock and replacement keys for the living space.
- Unless a Student has accepted responsibility for damages (in writing, at the time of check-out) or information makes it reasonable to conclude that a particular Student is responsible, all repair and/or replacement costs are divided equally between the occupants of the living space.

DECORATIONS & SET-UP: Throughout the period of occupancy, the Student is fully responsible for adhering to the following stipulations for use and care of the assigned space:

- a) All University property must remain in the living space, and may not be removed to accommodate personal belongings. University property may not be disassembled.
- b) To protect University furniture from damage due to weather conditions, furniture should not be moved outside. University personnel reserve the right to retrieve any University property placed outside and Student(s) will be charged the replacement cost for the item(s.)
- c) University personnel reserve the right to retrieve any University property found elsewhere and Students will be charged the replacement cost for the item(s) missing from their living space.
- d) In accordance with the Massachusetts General Law Chapter 269 Section 10J, weapons are prohibited on the grounds of the University with the exception of law enforcement officers duly authorized to carry such weapons. Weapons, firearms, fireworks or any incendiary or projectile- type device (including, but not limited, to, recreational devices like paintball guns and sling shots) are not allowed in the residence areas. Please refer to the 'Firearms, Ammunition, and Weapons Policy' in the Western New England University Student Code of Conduct for more detailed information on expectations and restrictions.
- e) Any drugs other than legitimate prescription or over the counter medication are prohibited.
- f) Medical marijuana is prohibited.
- g) Any amplified instruments, drum sets or weight lifting equipment is not permitted.
- h) Any device using an open flame is prohibited in campus housing. Candles and incense are not allowed, even for decorative purposes.
- i) Deep fryer cooking devices are not allowed in or by campus housing.
- Any open flame cooking device other than a gas grill or charcoal grill is prohibited in or by (adjacent to) campus housing. Only pre-treated charcoal may be used for an outdoor grill.
- k) Hazardous materials such as gasoline, acids, propane gas cylinders, and/or automotive engine parts may not be used or stored in campus housing.
- Extension cords with multiple adapters or octopus plugs without surge protection are not allowed. If multiple plugs are necessary, a power strip with internal circuit breaker should be used. Electrical cords should not be placed under carpeting or near a heating element. Space heaters are prohibited in University housing.

- m) The use of netting, any type of tapestry, posters, or other flammable material on the ceiling is prohibited. Tapestries, posters and other decorations must not cover more than 50% of wall areas. Wall decorations must not cover outlets or heating/cooling systems in the room and must hang flat against the wall.
- n) Upholstered furniture permitted in campus housing is limited to that provided by the University itself. Items permissible as supplemental seating are restricted to chairs made of wood, metal or molded plastic. Fabric/plastic mesh seating is acceptable, but any form of 'padding' is prohibited.
- o) Any furniture or personal belongings may not hinder or block access to and/or egress from the living space.
- p) Students may not bring in their own bed frames, mattresses or futons. Only twin beds, bunk beds or loft-style furniture provided by the University are permitted in campus housing.
- q) The use of nails, screws, or any other commodity which may damage walls, ceilings or floors is prohibited. Care should be used when putting up posters and pictures.
- r) Waterbeds are not permitted in campus housing.
- s) Halogen lamps may not be used (or stored) in campus housing.
- t) Torchiere style lamps and halogen lamps are prohibited in campus housing. Lights/lamps may not be covered by anything other than the designed shade or light cover.
- u) Air conditioning is limited to that which is provided by the University.
- v) The possession, use and/or distribution of alcohol must be in accordance with the University's alcohol policy as well as in accordance with federal, state, and municipal laws and ordinances.
- w) Compact refrigerators are allowed but may not exceed 3.5 cubic feet in size. Students are limited to having only one additional refrigerator. Personal refrigerators are subject to the same health and safety regulations and inspections as University furnishings.
- x) The University has no knowledge of lead-based paint and/or lead-based paint hazards in pre- 1978 campus housing. The University has no reports or records pertaining to leadbased paint and/or lead-based paint hazards in such housing. Prohibited or restricted items will result in accountability and twenty-four hours to remove the item(s) from campus, unless the situation presents a clear and present danger that must be rectified immediately. A failure to cooperate will lead to further action by the University.

PUBLIC AREAS OF OCCUPIED SPACE: Students are collectively responsible for reasonable care of the exterior of the apartment or house and adjacent property. Damage to exterior areas that appears to be malicious or resulting from misuse may be billed to the residents. Students are subject to assessment of repair costs (parts and labor) and/or fees in the case of common/public area damage of undetermined responsibility. These charges are not subject to individual review or modification, in that the University is holding residents of a living unit collectively accountable.

PERSONAL PROPERTY: The University does not assume any responsibility or liability for a Student's personal belongings or property including, but not limited to, money, clothing or other valuables. The Student understands and agrees that it shall be their own obligation to insure their personal property. Every Student is advised to secure some type of personal property insurance if they do not have such through a homeowner's policy.

When occupancy ceases, any belongings left behind will be considered abandoned and disposed of by University staff. Do not dispose of electronics (any item with a power cord) on campus. Do not leave any electrical device behind. Many contain hazardous materials that require special treatment for recycling. Any abandoned device will subject its owner to a disposal fee.

STORAGE OF PERSONAL PROPERTY: Only graduate students on academic year plus summer contracts will be able to keep any belongings in an apartment during the summer months. Any

student who leaves belongings behind after their check-out may be assessed a fee and their items may be treated as abandoned property.

SAFETY RELATED: The following standards are designed to promote personal safety and the safekeeping of University and Student owned property:

- a) Students are issued a key in order to keep their living space secure. In the event of a lost key, the University shall initiate a lock change. The Student responsible for the key loss will be billed all charges associated with this process. Duplication of a key is strictly prohibited.
- b) Failure to return a key upon departure from campus residency will result in replacement costs (a lock change and new keys for all occupants) and a processing fee.
- c) University staff is authorized to remove all devices which, in their judgment, present a clear and present danger to the safety and welfare of others or are in violation of University policy and/or regulations.
- d) If a Student has reason to believe that University property is in need of repair, they should utilize the University's online work order program to initiate a request for service.
- e) If a Student has reason to believe that the condition of University property (furnishings, in particular) could cause harm or injury, they should immediately notify University personnel and refrain from using the item until it is checked. An online work order should also be completed and the 'comments' section should indicate the Student's belief that the item is unsafe for use.
- f) Students should lock and secure their assigned living space each and every time they leave the premises. Additionally, even when present, Students should lock their assigned living space so as to prevent intrusion.
- g) Students shall not modify, tamper with, or alter any lock, locking mechanism, door and/or window allowing ingress and egress to the premises. Student(s) is/are responsible for the costs of repair and/or replacement for any damages and/or missing University property occurring as a result of such modification, tampering and/or alteration.
- i) If not present, the Student remains fully responsible for what occurs in their assigned living space, particularly if:
 - a) they failed to secure their living space before departure, thereby allowing access and/or egress by others in their absence;
 - b) they failed to secure their living space by modifying, tampering with, or altering any lock, locking mechanism, door and/or window allowing access and egress to the assigned unit;
 - c) they departed from their living space and left other person(s) present and unsupervised.
- j) Decorative lighting (as in bead lights, small holiday lights) are permitted, but cannot be woven through ceiling panels or ceiling grid work.
- k) Sprinkler heads in personal or community living space must not be touched for any purpose.
- I) No items should be stored in access/egress routes, including the foyers in Gateway.
- m) Paper and paper items cannot be hung from the ceiling or used to conceal or alter lighting (for example, so as to change color or ambiance.)
- n) Room door postings/displays are limited to one message board and a small door tag for each occupant.
- o) The University provides window treatments in every housing unit. Students are not permitted to hang their own curtains or other window treatments. An exception to this policy is made for bedroom windows in Gateway Village which do not have window treatments to block light. Students who feel they wish to add curtains to block the light from these windows should purchase fire resistant curtains. Any damage done to University property by hanging curtains or other treatments will be the responsibility of the Student and can result in damage charges.

- p) Emergency equipment such as a fire extinguishers should be used only for legitimate purposes.
- q) All Students are expected to immediately vacate campus housing when an alarm is activated or if at risk of personal harm.
- r) When an alarm or detector has activated, University staff reserves the right to check to ensure the premises has been vacated. A failure to vacate properly will result in accountability in accordance with the established discipline processes.
- s) The apartment complex security gate for vehicular traffic has several operational expectations, as follows:
 - a) The Student should use their University identification card to activate the gate for themselves or their guest for whom they are responsible. A guest parking pass, which may be obtained from Public Safety, must be displayed on the guest vehicle dashboard.
 - b) If a guest simply appears at the security gate, the guest will not be given access and will be advised to contact the student, who may then register the guest.
 - c) The student should not 'tailgate' in an attempt to enter the apartment complex when another vehicle has activated the security gate.
 - d) Any damage to the security gate due to student negligence or misuse will be billed to the student's account. Resulting damage to a vehicle is the student's full responsibility.
 - e) Apartment residents who are approved to stay in residence during vacation periods and/or the semester break will be coded for use of the security gate.
- t) Possession and use of laser cutting machines, 3D printers or other such machinery is not permitted in any University residential facility. The residence halls do not provide the appropriate space and ventilation for use of such machines as they often require exhausted chemicals and vapors being released into the air. The University reserves the right to require the removal of other similar machinery that may pose similar health and safety hazards.

SMOKE FREE HOUSING: In accordance with the provisions of the Massachusetts Clean Air Indoor Act of 1988, all residence facilities are smoke-free environments. This restriction includes any device such as a Hookah, electronic cigarettes, or vapor smoking devices. Smoking is prohibited within twenty five feet of a main exit or entrance or operable window or vent of a University owned, occupied, or leased building and University vehicles. Smoking by Students and/or their guest(s) is therefore limited to the exterior of the residential units at locations further than twenty-five feet from a main exit or entrance or operable window or vent of as a main exit or entrance or operable window or students.

Should any person(s) set off a fire alarm by smoking, vaping, burning incense or candles in a residence hall they shall be subject to the Code of Student Conduct and also receive a fine of \$100.00 fine for the first offense and \$250.00 for subsequent offense(s)

ACCESS TO STUDENT HOUSING: Student housing may be entered by University personnel when there is evidence of, or concern for, the health, safety and/or welfare of the Student(s) or other person(s) therein. Evidence of activity in violation of University policy and/or all laws or ordinances of the federal, state, and municipal authorities is cause for University personnel to enter the premises. University personnel may also enter for purposes of facility maintenance. The Student need not be present for entry to occur.

BOARD (MEAL PLAN) PARTICIPATION – VOLUNTARY: The Student may elect to participate in a number of meal plans offered by the University. Student initiated meal plan registration or meal plan adjustments occur online through the online housing system.

To do so, the Student should register according to the established procedure, which will be made available

in July, 2018. Board fees are billed on a semester basis and are non-refundable, either in whole or in part. Meal plan participation is binding for the academic year, unless the Student notifies the Residence Life Office, in writing, as follows:

- Meal plan registration and/or adjustment to a meal plan (including non-participation) must occur by September 7, 2018 for the fall term.
- Meal plan registration and/or adjustment to a meal plan (including non-participation) must occur from <u>November 26, 2018 – January 25, 2019</u> for the spring term.

Absent student initiated enrollment in a meal plan, non-participation is presumed.

ALCOHOL POLICY: The student agrees to comply with the University's policies as well as federal, state and municipal laws and ordinances regarding the possession, use, and/or distribution of alcoholic beverages and illegal or controlled substances. The student agrees that their living space shall not be used for business purposes or for any purpose in violation of University policy and/or federal, state and municipal laws and ordinances.

- a) The University supports social interaction based on sound decision making and, if that social interaction includes the use of alcoholic beverages, expects the use of alcoholic beverages to be made in a responsible and moderate manner and in accordance with the laws of the Commonwealth of Massachusetts. Any activity or behavior in which the intent or outcome is to consume alcohol without regard to moderation and/or personal safety will be viewed as irresponsible and unreasonable use.
- b) Students of legal age are permitted reasonable use of alcoholic beverages within the privacy of their designated living space. Reasonable use shall <u>not</u> include a keg, pony keg or beer ball, B.Y.O.B. parties, open bars or similar self-service type situations, or any type of 'drinking game' with or without any apparatus designed or intended for the irresponsible consumption of alcohol. Examples of prohibited items and activities include, but are not limited to: a funnel, beer pong table, and ice luge.
- c) Care should be taken to assure reasonableness of actions and adherence to appropriate laws and regulations, with particular concern for the assumed liability for service to minors and consumption of alcohol by guests. The courts have interpreted the law rigidly and third party civil actions are common.
- d) Any accumulation of alcohol beverage containers (including boxes), such as a trophy wall, is not allowed. Empty containers must be recycled or disposed of on a regular basis.
- e) Operating a motor vehicle while under the influence of alcohol is prohibited and subject to University, criminal and civil action.
- f) Public intoxication, defined as any indication of inebriation that attracts or requires the attention of University staff is prohibited, including that which causes a disturbance or is viewed as a danger to persons or property.
- g) If there is any indication that the alcohol is intended for group consumption and/or misuse by one or more persons in campus housing, it will be viewed as irresponsible and unreasonable use.
- h) An accumulation of alcohol beverage containers is prohibited as a matter of good housekeeping. Empty containers must be recycled or disposed of on a regular basis.
- i) Socializing that involves the Resident(s) and up to six guests does not need to be registered with the University, but other stipulations of the alcohol policy remain in effect.
- j) Socializing that exceeds the Resident(s) and six guests must be registered with the University. Paperwork is available at the Office of Student Activities and Leadership Development in the St. Germain Campus Center, which shall approve or disapprove each request separately. Requests must be received at least one week in advance of the planned event. The action taken will be in writing to the sponsoring Resident(s.) The stipulations for an approved event include the following:
 - a. Alcoholic beverages are restricted to beer and/or wine. The University reserves the right

to place limits on the amount available for consumption.

- b. Approval will indicate the specific area designated for service use and/or consumption. The sponsoring Resident(s) is/are responsible for restricting the activity to this area.
- c. Service of alcoholic beverages, when permitted, will be in single servings only. Pitchers and self-service open bars are not permitted.
- d. Appropriate non-alcoholic beverage alternatives, as well as reasonable amounts of food, must also be readily and prominently available.
- k) Consumption of alcoholic beverages is not permitted in public and/or outdoor areas including, but not limited to, lawns, sidewalks and parking areas, unless specific written permission has been granted.
- Persons who abuse alcohol and hence pose a threat to themselves or others, inflict damage to property, or disrupt any segment of the University community as a result of the misuse of alcohol, are subject to appropriate sanctions as determined by University authorities.

DRUG POLICY: The University does not tolerate the illegal possession and/or use of, as well as the sale or distribution of dangerous drugs and/or narcotics. Students are not only subject to serious disciplinary sanctions by University authorities, but also to civil liability or criminal prosecution. The University is not a haven from civil or criminal actions and will cooperate with local, state, and federal authorities in the elimination of illicit drug trafficking.

STUDENT MISCONDUCT: Behavior contrary to University policies, and/or local, state, federal laws and ordinances, will be addressed through established discipline review processes. Accountability for infractions may include monetary fees or fines, particularly for situations that affect safety and security. Such include, but are not limited to, the following: unauthorized furniture, furniture missing from a Student's place of residence, unauthorized pet, smoke detector or sprinkler concealed or tampered with, littering, misuse of house key and/or student ID card. Fines may also be assessed to the community for tampering with fire safety equipment and/or pulling a false alarm, when the specific person(s) responsible are not identified.

INSPECTIONS: The University reserves the right to inspect its housing facilities and to regulate the use of living space in accordance with University policies.

LIVE-IN GUEST: If a Student has a spouse or domestic partner, this individual may reside with the Student in either an efficiency or one bedroom apartment as a live-in guest. This option is not available in two or three bedroom apartments. The live-in guest must abide by all policies of the University governing student life and the request for a live-in guest must be proposed at the time of housing application. The Student will be held accountable for any behavioral concerns of their live-in guest. Furthermore, if circumstances warrant (based on the judgment and discretion of University staff), residency for the live-in guest may be revoked without prior notification.

GUESTS/VISITORS: The student is fully responsible for the conduct of their visitor(s) and/or guest (s). A guest is defined as any person who is not a student at the University. A visitor is a student at the University who is not assigned to the particular location they are visiting. The host student is responsible for the presence and conduct of any guest or visitor. In that a visitor is a student at the University as well, they may also be held accountable for inappropriate or unacceptable conduct. Visitation is a privilege and may be limited or revoked, subject to the determination of University staff. Displacement and/or inconveniencing of an apartment mate or any other member of the residential community to accommodate a guest or a visitor is unacceptable and subject to judicial action. The presence of an overnight guest or visitor should normally not exceed two consecutive nights or four nights in a seven day period. Any indication that a guest is utilizing campus housing as a place of residence will result in

that individual being restricted from University property. The host is subject to judicial action.

PETS: No pets, except fish, are allowed. University staff may determine what constitutes a reasonably sized aquarium for any particular living space. An exception to this policy is limited to an approved service animal or emotional support animal.

QUIET HOURS & COURTESY HOURS: In campus housing, a time frame for 'quiet hours' and 'courtesy hours' has been set to promote an environment where each Student may study or rest without unreasonable interruption or noise.

- a) 'Quiet hours' begin at 10:00 p.m. on Sunday through Thursday and no later than midnight on Friday and Saturday and remain in effect until 9:00 a.m. the following day.
- b) 'Courtesy hours' are in effect at other times.
- c) During the period of undergraduate final examinations, a policy of 24 hour 'quiet hours' is in effect.

University staff reserves the right to determine what constitutes excessive noise or an unreasonable interruption adversely impacting the living environment and to intervene on that basis.

HOLIDAY DECORATIONS: The following expectations apply when decorating university housing during the holiday season:

- a) Only artificial decorations may be used indoors.
- b) Cloth, cotton batting, straw, vines, leaves and moss may not be used for decorative effect.
- c) Only mini-lights may be used on artificial trees and wreaths.
- d) All lighting must be UL approved.
- e) Electric lights must not be used on metallic trees.
- f) Any freestanding artificial decorations must be properly supported and located so as not to block an access/egress route.
- g) The exterior of the apartment may be decorated at ground level. Nothing may be placed on or attached to the roof.
- h) Outdoor lighting is prohibited unless the apartment has an external power outlet installed by the University. Power cords may not be exposed to the elements and/or placed above, under or through doors, doorways or windows.

If, in the University's judgment, a hazardous situation exists, the Student(s) is/are responsible for immediately ensuring that the matter is rectified. A failure to do so will result in accountability through the established discipline processes.

EMERGENCY EVACUATION: Students are expected to immediately vacate campus housing when an alarm sounds, when there is any indication of possible endangerment to person(s) or property, or when directed to do so and report to the designated emergency assembly point or other location, if so designated at that specific time. Students are also expected to participate fully in emergency evacuation drills, pre-announced or otherwise. Failure to comply may result in a monetary fine and/or other judicial action.

UNFORESEEN CIRCUMSTANCES: The University reserves the right to close residence facilities, or portions thereof, and/or food service operations without reimbursement to the Student in cases of emergency or unforeseen circumstances as determined by the University

SPECIFIC HOUSING POLICIES: The Student agrees to abide by all policies unique to their housing facility or area, and should refer to other publications (available online and otherwise) for specific information. The Student acknowledges it is their responsibility to be well informed and to use University resources for clarification, particularly the University's website.

DISTRIBUTION OF INFORMATION: Students are expected to utilize their University e-mail and to check it regularly Students are expected to check their assigned campus mail box as well.

- a) During the academic year, information distributed to the Student is presumed to have been received by the Student.
- b) During other periods of the calendar year, information may be sent to the Student's home address, as indicated in University records. This information is presumed to have been received by the Student.
- c) At the University's discretion, information may be provided on a Student's cell phone voicemail.
- d) Information is also routinely provided on the University's website, which should be checked on a consistent basis.

FINAL INTERPRETATION & RIGHT OF MODIFICATION: The final interpretation of any and all policies stated herein is at the sole discretion of the University. Furthermore, the University reserves the right to modify this agreement at any time without prior notification.

The Student recognizes that their submission of the appropriate housing application and/or residencyrelated payments constitutes a commitment to observe all stipulations set forth in this agreement. The Student also understands that a failure to comply with these expectations shall subject them to accountability through the appropriate administrative or disciplinary process. Such action may include possible termination of this agreement to provide residency, with no refund of fees.

revised: February 2018