

Indiana University of Pennsylvania
Office of Housing and Residence Life
Residence Hall Housing License Agreement and Dining Services Contract,
2010-2011 Academic Year

The *Residence Hall Housing License Agreement* is a legal agreement between Indiana University of Pennsylvania (IUP) and the individual student and cannot be canceled once it has been submitted to the university. This agreement entitles the student to the use of the residence and dining halls only in such manner as set forth herein, in 1) *Choices and Changes Handbook for Residential Living* 2) *University Policies and Procedures* (www.iup.edu/studentconduct), and in the 3) *Holiday Decorations Guidelines*. This Housing License Agreement is a license to use the residence halls and shall not be construed as a lease. This Housing License Agreement is binding for the full academic year or remaining portion thereof and cannot be transferred or reassigned.

I. First-Year Residency Requirement

There is a two-semester residency requirement for all first-year students. Exceptions to this requirement include students who: a) commute no more than 50 miles from the home of their parent or guardian; b) are married; c) have dependent children living with them; d) are a veteran of military services, or e) are 21 years of age or older on or before the start of Fall semester 2010 classes. Individuals requesting an exemption to the two-semester residency requirement must complete a *First-Year Residency Requirement Exemption Request Form* and submit it to the Office of Housing and Residence Life. All decisions on first-year residency exemptions by the Office of Housing and Residence Life are final.

II. Eligibility

Eligibility to occupy the premises is limited to students who are officially registered for IUP course work. Student occupancy of residence hall rooms is solely incident to this academic relationship. Eligibility for occupancy automatically ends upon withdrawal or termination of enrollment as an IUP student.

III. Housing License Agreement Term

This Housing License Agreement is for the full academic year at times when the institution is in session from August 29, 2010, or the student's official arrival date (whichever occurs first), until the day following final exams in May of 2011 and cannot be terminated or canceled except under the conditions cited in section VI of this agreement. If entered into after August 29, 2010, this agreement applies only to the balance of the 2010-2011 academic year.

IV. Payment/Fees

The **\$80 non-refundable** prepayment, which accompanies this agreement, will be credited to the student's total university account. (See also section VI. Termination of Housing License Agreement) Estimated semester room and meal fees are indicated on the *Online Housing License Agreement*. The university reserves the right to adjust the room fee and/or meal fee before or during the agreement period by action of its Council of Trustees. Payment of semester room and meal fees must be made according to the deadline dates indicated on the university billing statement for each semester. Any prepayments collected are credited to the student's housing fee for the fall semester.

V. Meningococcal Meningitis Vaccination Requirement

The College and University Student Vaccination Act requires that all students, prior to moving into university-owned and operated residence halls or apartment buildings, must receive the vaccination for meningococcal meningitis, or provide documentation stating that the student has chosen to be exempted from receiving the vaccination for religious or other reasons. All residents are required to provide documentation prior to moving into campus rooms/apartments indicating that they are in compliance with the law. This statement of compliance with the College and University Student Vaccination Act is contained in both the on-line and paper versions of the *Online Housing License Agreement*, and must be completed at the time the student is applying for housing. The vaccination required is a quadravalent A, C, Y, W-135 vaccine, Menomune or Menactra, both manufactured and distributed by Sanofi Pasteur, Inc. In addition to completing the compliance information on the Housing License Agreement, evidence of vaccination can be documented on the immunization certificate provided by the IUP Health Center or under separate cover from the medical provider administering the vaccine. All questions or documents should be directed to the IUP Health Center: Medical Records Office, Suites on Maple East, Indiana, PA 15705; (724) 357-6475; (724) 357-6212 (FAX); health-inquiry@iup.edu

VI. Termination of Housing License Agreement

The Housing License Agreement is binding for the full academic year or remaining portion thereof and may not be transferred or reassigned.

1. THE HOUSING LICENSE AGREEMENT WILL NOT BE TERMINATED IN ORDER FOR STUDENTS TO LIVE OFF CAMPUS OR COMMUTE.
2. The Office of Housing and Residence Life will grant an agreement termination to a student for the following reasons: (a) participation in a university-sponsored program such as study abroad, student teaching, or internship experience away from the Indiana area; or (b) serious illness or injury to the resident which prevents enrollment or matriculation. Requests for termination of this agreement must be submitted in writing to the Office of Housing and Residence Life.
3. Discontinuance of enrollment, including December graduation, automatically terminates this agreement.
4. Withdrawal from IUP during the semester automatically terminates the agreement. Residents must withdraw with the Advising and Testing Center or the Graduate School and will forfeit their room and meal fees in accordance with the established university refund policy and schedule for Fall 2010 and Spring 2011.

5. Academic dismissal from the university will result in an automatic agreement termination. Students reinstated from dismissal are under the same obligation that existed prior to dismissal.
6. Failure to pay semester fees according to the deadlines established by the university will result in loss of status as a student and, therefore, loss of housing. Should the student register late, s/he will be under the same *Housing License Agreement* obligations that existed prior to the loss of eligibility.
7. A *Housing License Agreement* termination resulting from disciplinary dismissal from the university will subject the student to forfeiture of room and meal fees for the remainder of the semester in accordance with the fee schedule outlined in item VI.4.
8. In a situation where it is determined that a student's continued presence in on-campus residential facilities constitutes an immediate threat of harm to the student, other individuals, university property, or would negatively impact the lives of others living in on campus residential buildings, the Office of the Vice President for Student Affairs may remove a student from the residence halls pending final disposition of the case. The student has the right to have the interim removal decision reviewed within ten calendar days if final disposition in the case cannot occur in that timeframe.
9. The university may terminate or temporarily suspend performance of any part of this agreement without prior notice in the event of a need for immediate action which would make continued operation of student housing unduly difficult.

VII. Late Arrivals

Students are asked to notify the Office of Housing and Residence Life in advance if their planned arrival date is later than the end of the first day of classes. Failure to do so may result in reassignment or cancellation of housing.

VIII. Vacation Periods - Occupancy

Students living in university residence halls may not occupy their rooms during official university break periods which typically include November break, semester break, and spring break periods since university housing and dining facilities are closed. Break housing will be provided in a designated residential building(s) for international students, athletes participating in competition, student teachers or internship participants whose programs continue during a break period. Other students with critical needs will be housed on a space-available basis and will be charged the daily fee at the current room rate for the number of days housing is needed.

IX. Vacating

Except as otherwise provided, residence halls must be vacated: a) within 24 hours after termination of this agreement or discontinuance as a student; b) within 24 hours after a student's last final examination of the semester; or c) at the official closing time, whichever occurs earliest. May graduates must vacate rooms by 4:00 p.m., Commencement Day. Official closing notices will be posted by Housing and Residence Life staff prior to the close of each semester or break period. The student is responsible for abiding by the conditions set forth in all closing notices and following checkout procedures and timelines. Failure of the university to post closing notices shall not serve as an excuse for the resident to violate established checkout procedures and timelines.

X. Dining Service

Residence hall students are required to choose one of the university meal plans explained on the *Online Housing License Agreement*. Upon notification or in cases of emergency, the university may adjust meal hours and dining service locations. Dining services begin with breakfast on Thursday, August 26, 2010 and end at noon on May 8, 2011. Dining service is not provided under this agreement during official university break periods, which typically include November break, semester break, and spring break. Refunds are not made for missed meals. Students who need to change meal plans may do so by submitting written requests to the Office of Housing and Residence Life no later than 4:00 p.m. on Friday, September 1, 2010 for fall semester 2009 and 4:00 p.m. on Friday, January 22, 2010 for spring semester 2011. Meal plans will not be changed during a semester. Only official I-Cards cards may be used for entrance to dining facilities and these cards may not be altered or transferred.

XI. Room Assignment Policy

The university will not unlawfully discriminate in room or hall assignments on the basis of race, color, religion, national origin, ancestry, sexual orientation, or physical abilities. IUP further recognizes and appreciates the educational value of diversity at the university and does not consider differing backgrounds, physical characteristics, race, religion, or sexual orientation to be acceptable grounds for honoring room change requests. Continuing residents have the opportunity to select rooms for 2010-2011 in accordance with the procedures published and posted by the Office of Housing and Residence Life. Failure to honor assignment preferences will not void this agreement. The university reserves the right to: a) change room or hall assignments; b) to relocate individuals or groups of individuals if a disruptive environment exists; or c) to consolidate vacancies by requiring residents to move. When a vacancy occurs, the university reserves the right to show the room and assign a new occupant. Furthermore, the university reserves the right to reassign any resident who is infringing on the rights of his/her roommate to study, sleep or privacy, or in response to disciplinary concerns.

XII. Room Changes

Room changes will not be permitted until the third full week of classes each semester and will also not be permitted for the final six weeks of a semester. Information about room changes will be available beginning September 13, 2010 for the fall semester and January 31, 2011 for the spring semester. Unauthorized room or residence hall changes or failure to move at the designated time may result in financial penalties and/or disciplinary action. A student wishing to live with a roommate other than the one assigned cannot force the assigned roommate to vacate the room. In such a case, the assigned roommate must be willing to move subject to approval by university staff.

XIII. Responsibilities for Room Use

1. Check-in/Check-out Requirements: Upon moving into a room, each resident must sign and submit a Room Condition Form (RCF), which will be an accurate and complete record of the contents and condition of the assigned room. This inventory will serve as the

- basis for check-out, and charges for room damage and/or missing items, if assessed.
2. **Solicitation:** No door-to-door solicitation is permitted in IUP residence halls by individuals or groups. The occupant of a residence hall room is permitted to invite individuals, groups, organizations, associations, and corporations to conduct group or individual commercial and noncommercial solicitation in the residence hall room provided such activity does not: a) create undue noise; b) disturb either the occupant's roommate or occupants of nearby rooms; or extend out into the hallways.
 3. **Room Inspection:** The university reserves the right to inspect rooms to: a) insure proper maintenance of health and safety standards; b) take inventory; c) make necessary repairs; d) perform extermination/pest control services; e) add/remove furniture, and f) enforce university policies. Periodic inspections will be made at reasonable times with advance notice except: a) in emergency situations; b) to address maintenance concerns; or c) to gain access to enforce university policies. If necessary, additional disciplinary action may be initiated.
 4. **Room Care:** Residents are responsible for: a) cleaning their rooms; b) removing waste material regularly according to the designated trash removal and recycling procedures for their particular residence hall; and c) maintaining sanitation and safety conditions acceptable to the university. The university does not provide draperies. Draperies provided by residents must be flame retardant. Screens should not be removed.
 5. **Decorations:** Pictures, posters and other materials may be hung using 3M products with Command Adhesive or poster putty; however, if paint peels when removing these materials, the resident may be charged for labor and materials to repaint the area. The use of nails, screws, tacks, glue, masking tape, and other adhesive on walls, ceilings, wardrobes, woodwork, doors or furniture is prohibited. Two sided tape typically leaves marks on walls when removed, requiring painting for which the resident will be charged. All decorations, 3M products and poster putty must be removed when the resident vacates. Students may not attach anything to the sprinkler system head or attached soffit. Students may decorate the outside of the room door provided that decorations: a) are not lewd; b) do not block exits; and c) do not create a potential fire or safety hazard. Similarly, decorations visible from the outside of the room (i.e. through windows) cannot be lewd. See section XXIII for more information on decorations.
 6. **Room Painting:** Residents must obtain approval and guidelines from the director of their residence hall prior to painting their rooms. Students are not permitted to paint before the official opening of the residence hall each semester or summer session. After the room has been painted, the Residence Director of the building will inspect the room to ensure that work has been completed satisfactorily. Residents will be billed for the cost of restoring rooms that have not been painted according to painting guidelines.
 7. **Noise:** All residents are responsible for maintaining reasonable conditions for studying. *Excessive noise is a violation of the right to study and/or sleep and will be cause for disciplinary action.* Students have the right to sleep and study in their rooms 24 hours a day. To meet this goal, the Office of Housing and Residence Life has established minimum courtesy and quiet hours. Courtesy hours are in effect 24 hours a day and require students to be considerate of the needs of others and to comply with requests to maintain a reasonable level of noise. Minimum quiet hours are set by the university and cover specific evening hours. Quiet hours require that noise be reduced so that nothing can be heard from within rooms when doors are closed. A twenty-four hour quiet period goes into effect prior to and during final examination periods to provide residents with an atmosphere conducive to preparing for exams.
 8. **Guests:** Every guest is subject to university rules and regulations. The resident host agrees to monitor, and accept responsibility for, the behavior of his/her guests. Hosts must escort guests at all times. The rights to study, sleep, and privacy precede visitation privileges. Overnight guests are limited to two per resident and can visit for up to three consecutive days but no more than nine nights in any given month. Guests can visit the assigned room of the host only if there is advance written consent of all residents of the room and in accordance with the specific visitation policies established for that floor. The university reserves the right to deny access to any guest if it has been determined that such person has disturbed, endangered or disrupted any resident.
 9. **Furniture:** University furniture must remain in a resident's room. Removal of furnishings from student rooms, lounge areas and/or buildings is prohibited and will constitute a theft. The responsible student(s) may be referred to the IUP judicial system and/or civil process. The university does not have storage space for personal items or for university furnishings. Common area furniture found in student rooms will be removed and residents charged for labor costs to return the furniture to its assigned location.

XIV. Damages

Residents agree to pay for damages, lost or stolen property, or additional service costs caused by facility abuse or neglect. Damage or loss must be reported promptly to a Residence Life staff member. Residents will be billed for damage to or within the residence hall and for damaged or missing furniture or equipment based on the current cost of labor, materials, and/or replacement cost of item(s). If two or more students occupy the same room and individual responsibility for damage or loss cannot be ascertained, charges will be divided and assessed equally among the residents of the room. Residents share in the responsibility for the condition of the common areas within their assigned residence hall and may be assessed fees for damage or theft to a residence hall floor/wing or other common area of the building that cannot be attributed to a particular individual(s). If the individual(s) who caused particular damage is identified, the cost will be charged exclusively to that individual(s). These charges must be paid to the university in accordance with the established billing schedule. Persons identified as damaging university property may be charged with institutional vandalism under the crimes code of the Commonwealth of Pennsylvania and may also face university judicial action. Institutional vandalism carries a possible jail sentence and/or fine.

XV. Telephones

Local telephone service is provided for each student room; however, residents are responsible for providing their own telephones. Long distance calls must be placed with a prepaid phone card.

XVI. Pets

The keeping or presence of pets in residence halls is prohibited, with the exception of fish in aquariums. Residents are limited to have one ten-gallon aquarium per room.

XVII. Appliances and Electrical Equipment

Refrigerators, microwaves, and MicroFridge units can be used in student rooms. Due to power consumption concerns only the following are permitted in each student room: a) one MicroFridge, or b) one microwave (not to exceed 700 watts), or two small refrigerators (not to exceed two amps each), or d) one microwave (not to exceed 700 watts) and one small refrigerator (not to exceed 2 amps). IUP highly recommends the use of a power allocator which may be purchased at the Co-op Bookstore.

The following are among the additional appliances **permitted** in student rooms: clock, coffee maker, computer/monitor, curling iron, electric blanket, fan (portable), hair dryer, heating pad, printer, scanner, stereo/DVD player, television and VCR. The following are among appliances **not permitted** in student rooms: air conditioner, ceiling fan, electric potpourri burner, electric space heater (except in extreme weather conditions as approved by the university), fog machine, George Foreman or similar grill, halogen lamp, hot plate, hot pot, iron (use not allowed in student rooms but permitted in designated areas within the building), popcorn popper, toaster, and toaster oven. Failure to define appliances as permissible does not grant permission for use nor does it necessarily prohibit use.

All appliances must be plugged in within the room and must not exceed the amperage limits of circuits in the room. Overloading outlets is not permitted. To protect computers and other electronically sensitive equipment, surge protection outlet strips with a built-in 15 amp fuse or circuit breaker protector are strongly recommended. Multi-outlet electrical adaptors or power strips must be UL approved and have a built-in 15 amp fuse or circuit breaker. Extension cords must: a) be UL approved; b) not be frayed or worn; and c) must not be used to power appliances that exceed the rated electrical capacity of the cord. The university reserves the right to confiscate unauthorized or dangerous appliances or to restrict their use if safety/power consumption issues arise.

XVIII. Food Preparation

MicroFridge units and microwaves are the only food preparation appliances permitted within a resident's room provided the guidelines in section XVII are followed. Residents who store food in their rooms do so at their own risk. To ensure effective pest control, food must be stored in air-tight containers and removed during periods when residence halls are closed.

XIX. Fire Safety

Due to the extreme danger that fires pose in a residential community, any resident who: a) ignites any facility, furnishings and/or equipment; b) interferes with fire officials; c) interferes or tampers with a fire alarm system or safety equipment including sprinklers, heat or smoke detectors, fire alarm pull stations, and pull station covers; or d) places false alarms will be subject to immediate removal from the residence hall and to further applicable university or civil action. All residents are required to participate in fire drills. Evacuation of the building by all residents is required immediately after the fire alarm sounds. Failure to evacuate will subject a resident to a judicial referral. The storage of explosive or flammable substances, the possession or use of candles, and the use of other flaming articles, to include candles and incense, within any residence hall is strictly prohibited. In addition, building codes limit the number of occupants and guests to the maximum allowed by room square footage.

XX. Firearms/Weapons

The possession or use of rifles, shotguns, firearms, ammunition, gunpowder, fireworks, numb chucks, air rifles, knives, BB guns, air pistols, bows and arrows, dart guns, paintball guns, stun guns, look-alike weapons, and any other items commonly or potentially used as a weapon are prohibited and may be cause for immediate removal from university housing and subsequent judicial action. All weapons or look-alike weapons must be stored at the University Police Office.

XXI. Safety and Security

For the safety and security of all students, residents are required to comply with safety and security procedures in university residence halls and are prohibited from tampering with locked doors, entering/exiting via exterior doors with immediate alarms (except during emergencies), entering/exiting via windows, admitting unauthorized persons or individuals into buildings, and/or propping outside entrances open. Each resident is given access to his/her building via his/her I-Card, which is not transferable. Residence hall room keys may not be duplicated or transferred. Residents will be charged the current cost of labor and materials for the replacement of lost or stolen room keys and the resulting lock core change. All lock core changes for lost or stolen keys are responded to as an emergency and will be replaced as soon as possible. Hallways and stairways must be kept clear for emergencies, for exit, and for cleaning. Objects which serve to obstruct hallways or stairwells are prohibited. Conduct which threatens or endangers the health, safety, or well-being of any person is prohibited in and around university residence halls and is subject to disciplinary action.

XXII. Smoking Policy

Smoking is NOT permitted anywhere in any of IUP's residence halls. Residents and their guests are required to observe the policy at all times.

XXIII. Regulations

The following are prohibited in and around university residence halls. Failure to observe these and all other regulations described in 1) the *Residence Hall Housing License Agreement and Dining Services Contract*, 2) the *Choices and Changes Handbook for Residential Living* and 3) *University Policies and Procedures* (www.inp.edu/studentconduct) may result in disciplinary action.

- Abuse/Harassment/Sexual Assault/Stalking – As defined in IUP “*Policies and Regulations Regarding Student Behavior*” (Section C.7 - a, b, c and d)
- Aerials - Objects including aerials, masts, and radio transmitting or receiving equipment;
- Decorations - Decorations inside a room must be hung flush to the wall or ceiling and away from electrical and light fixtures. Door decorations cannot extend beyond the door frame into the hallway and must not include paper streamers; residents are expected to follow the *Holiday Decorations Guidelines*;
- Dropping objects - Dropping objects from stairwells, exits, or windows;

- Drugs - As defined in IUP *"Policies and Regulations Regarding Student Behavior"* (Section C.8 a, b, c, and d);
- Electrical equipment - Tampering with or altering electrical equipment or wiring;
- Engines - Internal combustion engines;
- Gambling;
- Playing of musical instruments except in the practice modules located in Whitmyre, Scranton and Lawrence Halls;
- Screens/Windows - Removing the screen from a window, disposing of any item from a window, hoisting items through a window, tampering with secured windows
- Sports - participation in sports activities in corridors or common areas;
- Telephone misuse - Placing of telephone calls using obscene or indecent language or to annoy another person;
- Use of sub-woofers
- Waterbeds;
- Weights - Weight-lifting equipment; and
- Any other reasonable rules and regulations as IUP may issue from time to time.

XXIV. Alcohol

University regulations prohibit the possession, sale, and/or consumption of alcohol as defined in IUP *"Policies and Regulations Regarding Student Behavior"* (Section C.4, a, b, c, d, e, f, and g). In addition, alcohol beverage containers, advertisements, or neon signs may not be placed in student room windows or displayed in other areas of the residence halls. Further, alcoholic beverage containers (full or empty) are not permitted anywhere in student rooms.

XXV. Liability

1. In the event of damage by fire, smoke, water, steam, excessive heat or cold, or other causes which render a room wholly, unfit for occupancy, the university reserves the right to reassign the resident to alternate university housing accommodations. If alternate housing is not available, the university without further liability may terminate this *Residence Hall Housing License Agreement*.
2. The university shall not be directly or indirectly liable for loss of or damage to any article of personal property anywhere on the premises due to insufficient or excessive heat, cold, smoke, fire, water, steam, electrical surge, the elements, actions of third persons, or similar causes.

XXVI. Insurance of Personal Property

Personal property of residents is not covered by university insurance. *Residents are strongly encouraged to carry their own insurance protection against loss of, or damage to, their personal property.*

XXVII. Policy on Repairs/Renovations and New Construction

The university reserves the right to make repairs and renovations to its facilities and grounds and undertake new construction at any time. This includes repairs and renovations in residence halls, apartment buildings, and dining halls as well as the grounds adjacent to these facilities. Under typical circumstances, work will be scheduled during normal university business hours, i.e., 7:00 a.m. to 4:30 p.m., Monday through Friday. If an emergency occurs, corrective measures may be undertaken at any time of the day or night, seven days a week. Efforts will be made to schedule any necessary work during break periods when facilities are not occupied; however, this will not be possible in all cases. Circumstances inevitably occur when this is not possible.

XXVIII. General Policies

1. Residents are expected to comply with all university regulations described in the a) *Residence Hall Housing License Agreement and Dining Service Contract*, b) *the Choices and Changes Handbook for Residential Living*, c) *University Policies and Procedures* (www.iup.edu/studentconduct), d) *the Holiday Decoration Guidelines*, e) the university catalog, and other official university publications.
2. Within this agreement, state law and university regulations have been designed to maintain an appropriate environment for the mutual benefit of all residents. Violations may result in university judicial action including removal from the residence halls and suspension or expulsion from the university.
3. The university may make changes in rules and regulations during the term of this agreement. Such changes will be made public by placing notices on residence hall bulletin boards before the changes become effective, unless the health, safety, or welfare of persons using the facilities may be adversely affected by the delay, at which time implementation will be immediate.
4. If any provision of this agreement is declared illegal or unenforceable, the remaining provisions will remain in full force and effect.

No change in the printed format of this *Residence Hall Housing License Agreement* shall be valid or binding on IUP unless the location of such change is signed by IUP's Director of Housing and Residence Life. Questions regarding the content of this Housing License Agreement should be directed to the Assistant Director for Occupancy, Office of Housing and Residence Life.

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