

**Indiana University of Pennsylvania**  
**Office of Housing and Residence Life**  
**Housing License Agreement for Apartment Living, 2010-2011 Academic Year**

The *Housing License Agreement for Apartment Living* 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](http://www.iup.edu/studentconduct)), and in the 3) *Holiday Decorations Guidelines*. This Housing License Agreement is a license to use the apartment 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. Eligibility**

Eligibility to occupy the premises is limited to students who are registered for IUP course work, have a sophomore, junior, senior or graduate student academic status. Eligibility for occupancy automatically ends upon withdrawal or termination of enrollment as an IUP student. Only students assigned to a particular apartment are eligible to occupy the premises.

### **II. Housing License Agreement Term**

This Housing License Agreement for Apartment Living is for the full academic year at times when IUP is in session from August 29, 2010, or the student's official arrival date as provided by IUP, whichever is earlier, until the day following final exams in May of 2011. This agreement cannot be terminated or canceled except under the conditions stated in section V of this agreement. If entered into after August 29, 2010, this agreement applies only to the balance of the 2010-2011 academic year.

### **III. Payment**

The **\$80 non-refundable** prepayment, which accompanies this agreement, will be credited to the student's total university account. (See also Section V. Termination of *Housing License Agreement for Apartment Living*.) Estimated semester apartment fees are indicated on the enclosed Apartment Living Acceptance form which is part of this *Housing License Agreement for Apartment Living*. The university reserves the right to adjust the housing fee before or during the agreement period by action of its Council of Trustees. Payment of semester housing 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.

### **IV. 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 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/suites 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 the quadrivalent 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 on-line or paper version of the Online 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, Indiana, PA 15705; (724) 357-6475; (724) 357-6212 (FAX); [health-inquiry@iup.edu](mailto:health-inquiry@iup.edu)

### **V. Termination of the Housing License Agreement for Apartment Living**

The *Housing License Agreement for Apartment Living* 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 a *Housing License Agreement for Apartment Living* 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 this agreement. Residents must withdraw with the Advising and Testing Center or the Graduate School and will forfeit their housing fee 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 *Housing License Agreement for Apartment Living* termination. Students reinstated from dismissal are under the same *Housing License Agreement for Apartment Living* obligations 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 for Apartment Living* obligations that existed prior to the loss of eligibility.

7. A *Housing License Agreement for Apartment Living* termination resulting from disciplinary dismissal from the university/apartments will subject the student to forfeiture of his or her housing fee in accordance with the withdrawal fee schedule noted in item V.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 residential buildings 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.

#### **VI. 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.

#### **VII. Vacation Periods**

Break housing will be available to residents of University Towers who apply by published deadline dates. Break periods include November break, fall to spring semester break, and spring break. Housing is not available in University Towers after the end of spring semester or during summer sessions.

#### **VIII. Vacating**

Except as otherwise provided, apartments must be vacated: a) within twenty-four hours after termination of this agreement, or discontinuance as a student; b) within twenty-four 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 their apartments by 4:00 p.m., Commencement Day. Official closing notices will be posted by the Office of Housing and Residence Life 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 a reason for the resident to violate established checkout procedures and timelines.

#### **IX. Assignment Policy**

The university will not unlawfully discriminate in assignment to apartments on the basis of race, color, religion, national origin, ancestry, sexual orientation, or physical ability. 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 assignment change requests. Continuing residents will be given the opportunity to select apartments for 2010-2011 in accordance with the published procedure. Failure to honor assignment preferences will not void this agreement. The university reserves the right to: a) change assignments; b) relocate individuals or groups of individuals if a disruptive environment exists; or c) consolidate vacancies by requiring residents to move. When a vacancy occurs, the university reserves the right to show the apartment 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.

#### **X. Assignment Changes**

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

#### **XI. Consolidation Policy**

Due to limited space within our residential buildings, at certain times during the academic year it may become necessary to consolidate residents by reassigning them to new rooms/suites. Generally, implementation of the consolidation policy will only occur during the consolidation period (7<sup>th</sup> – 10<sup>th</sup> weeks of both the fall and spring semesters). The purpose of the policy is to ensure spaces for incoming students and rectify the inequitable condition which exists when many students end up living alone (without roommates) in rooms traditionally designated as double rooms/suites. Students living in a room/suite with a vacancy will receive correspondence from the Office of Housing and Residence Life describing your options. Students required to move due to the consolidation policy will be required to move within 72 hours of receipt of their email.

Generally, students will not be required to move into other buildings, or other suite types. The Office of Housing and Residence Life will make efforts to keep students affected by the Consolidation Policy within the same building and floor (if available spaces exist).

Students with vacancies are encouraged to seek out roommates or a new room/suite during Open Room Change Period (week three – week six of each semester).

#### **XII. Lock-out Policy**

Residents are responsible for their own key/I-Card and for their access to their room/suite. However, it is not uncommon for students to accidentally lock themselves out of their room/suite. Therefore, the assistance of a Residence Life staff member may be needed in the event of a lockout. The policy for lockouts is as follows.

1. There is a grace period at the beginning of each semester for students to get acclimated to their surroundings and become accustomed to carrying their key/card to access their room/suites. This grace period is the first two weeks of the semester. During the grace period, no charges will be assessed for lockouts.
2. An email will be sent to students just prior to the end of the grace period to let them know about the fee they will be charged if they are locked out.
3. Any student who has a lockout during the grace period is handed a written notice explaining the grace period and the policy and charges for a lockout after the grace period has ended.
4. After the grace period, a \$15 fee is assessed to a student's account if they required staff to assist them because of a lockout. Each lockout is consistently a \$15 fee.
5. The lockout fee is waived if the student lost his/her key and was being charged for a lock core change (\$50).

### **XIII. Appliances and Electrical Equipment**

A limit of one microwave unit can be used in each student apartment provided the power consumption of the unit does not exceed 700 watts.

The following are among the additional appliances **permitted** in student rooms: clock, computer/monitor, curling iron, electric blanket, fan (portable), George Foreman or similar grill, hair dryer, heating pad, printer, scanner, stereo/DVD player, television toaster, toaster oven, and VCR. The following are among appliances **not permitted** in student rooms: ceiling fan, electric potpourri burner, electric space heater (except in extreme weather conditions as approved by the university), fog machines, halogen lamp, hot plate, hot pot, popcorn popper. 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) 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.

### **XIV. 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.

### **XV. Responsibilities**

1. **Check-In/Check-Out Requirements:** Upon moving into the apartment, each resident must complete, sign and submit an Apartment Condition Form, which will be an accurate and complete record of the contents and condition of the apartment. This inventory will serve as the basis for check-out, and charges for room damages and/or missing items, if assessed. When checking out, the *Housing License Agreement for Apartment Living* holder must: a) clean, defrost and unplug the refrigerator, leaving the door open; b) clean the stove and oven.; c) clean the kitchen sink, counter areas, and cabinets; d) clean the bathroom areas including the tub, toilet, sink and shower area; e) close and lock windows; f) clean additional items specified in the closing notice; and g) sign the Apartment Condition Form.
2. **Solicitation:** No door-to-door solicitation is permitted in IUP residential buildings by individuals or groups. The occupant of an apartment is permitted to invite individuals, groups, organizations, associations and corporations to conduct group or individual commercial and noncommercial solicitation in his/her residence provided that such activity does not: a) create undue noise; or b) disturb either the occupant's roommate(s) or other residents. These gatherings may not extend out into the hallway.
3. **Apartment 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. **Apartment Care:** Residents are responsible for: a) cleaning their own apartments; b) removing waste material regularly according to the designated trash removal and recycling procedures for their particular residence area; and c) maintaining sanitation, health and safety conditions acceptable to the university. Residents are responsible for maintaining all furnishings, appliances, and equipment in clean condition and will be charged for any necessary cleaning required upon vacating at the current cost of labor and materials.
5. **Food Storage:** To ensure effective pest control, food must be stored in air-tight containers and removed during periods when residence halls are closed.
6. **Food Waste Disposal:** Food waste must be properly disposed of by emptying it into a trash bag and depositing the trash

- bag into a designated dumpster near the building. Food waste must not be disposed of by emptying it down any apartment drain. Plumbing problems caused by improper disposal of waste will subject the apartment occupant(s) to a charge to cover the cost of necessary plumbing repairs.
7. **Draperies:** The university does not provide draperies. If residents provide draperies they must be flame retardant.
  8. **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 XX for more information on decorations.
  9. **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 apartments twenty-four hours a day. To meet this goal, the Office of Housing and Residence Life has established minimum courtesies and quiet hours. Courtesy hours are in effect twenty-four hours a day and require students to be considerate of the needs of others at all times and to comply with requests for maintaining 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 an apartment when the door is closed. In addition, a twenty-four-hour quiet period goes into effect prior to and during final exam periods to provide residents with an atmosphere conducive to preparing for exams.
  10. **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 right to study, sleep and privacy precedes visitation privileges. Overnight guests, limited to two per resident, can visit for up to three consecutive days not to exceed nine nights in one month and only if there is advance consent of all residents of an apartment. The university reserves the right to deny access to any guest if it has been determined that such person has disturbed, endangered or disrupted residents.
  11. **Furniture:** All Towers Area apartments contain, minimally, one bed, desk and dresser per resident as well as a kitchen table with chairs, a refrigerator, and an electric stove. Microwave ovens are not available. The university does not have storage space for personal furniture or belongings or university furniture designated for student apartments. Unauthorized removal of furnishings from student apartments will constitute a theft. The responsible student(s) may be referred through the IUP judicial system and/or civil process.

## **XVI. 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 Towers Area staff member. Residents will be billed for damage to or within the apartment and for damaged or missing furniture or appliances based on the current cost of labor, materials, and/or replacement costs of the item(s). If two or more students occupy the same apartment and individual responsibility for damage or loss cannot be ascertained, charges will be divided and assessed equally among the residents. Residents share in the responsibility for the condition of the common areas within their apartment building and may be assessed fees for damage or theft to common areas of the building that cannot be attributed to a particular individual(s). If the individual(s) who caused particular damage is identified, the cost of the damage 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.

## **XVII. Pets**

The keeping or presence of pets in apartments is prohibited, with the exception of fish in aquariums. Residents are limited to have a maximum of one ten gallon aquarium in either their bedroom or the living room area, with a maximum of one ten-gallon aquarium per living room area.

## **XVIII. Fire Safety**

Due to the extreme danger that fire poses 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 heat or smoke detectors, sprinkler system equipment, and fire alarm pull stations, and pull station covers; or d) places false alarms will be subject to immediate removal from the apartment building 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 flaming articles, to include candles and incense, within any apartment is strictly prohibited. In addition, building codes limit the number of occupants and guests to the maximum allowed by apartment square footage.

## **XIX. 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, paint-ball 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 and look-alike weapons must be stored at the University Police Office.

## **XX. Safety and Security**

For the safety and security of all students, residents are required to comply with safety and security procedures in university residence facilities and are prohibited from tampering with locked doors, entering/exiting exterior doors with immediate alarms (except during emergencies), admitting unauthorized persons into buildings, and/or propping open outside entrances. Each resident is given access to his/her building via his/her I-Card which is not transferable. Apartment keys may not be duplicated or transferred. Residents will be charged the current cost of labor and materials for the replacement of a lost or stolen key and the resulting lock core change. All lock core changes for lost or stolen keys are responded to as emergencies and will be replaced as soon as possible. Hallways and stairways must be kept clear for emergencies, for exit, and 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 facilities and is subject to disciplinary action.

## **XXI. Smoking Policy**

Smoking is NOT permitted anywhere in University Towers. Residents and their guests are required to observe this policy at all times.

## **XXII. Regulations**

The following are prohibited in and around university residence facilities. Failure to observe these and all other regulations described in the 1) Housing License Agreement for Apartment Living, 2) *Choices and Changes Handbook for Residential Living*, and 3) *University Policies and Procedures* ([www.iup.edu/studentconduct](http://www.iup.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 an apartment must be flush against the wall or ceiling and away from electrical and light fixtures. Door decorations cannot extend beyond the door frame into the hallway and may not include paper streamers; residents are expected to follow the *Holiday Decoration 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, d);
- Electrical equipment - Tampering with or altering electrical equipment or wiring;
- Engines - Internal combustion engines;
- Gambling;
- Playing of musical instruments;
- Screens/windows - Removing the screen from a window; disposing of items from a window, or 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.

## **XXIII. Alcohol**

Possession and consumption of alcohol is prohibited for residents less than 21 years of age. No alcohol will be permitted in public areas including hallways. Kegs are not permitted in the residence building. All residents and guests are expected to comply with state and local laws related to alcohol use, possession, sale and distribution. For apartment residents under the age of 21, 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, alcoholic beverage containers, advertisements, or neon signs may not be displayed in apartment windows or other areas in the apartment building.

## **XXIV. Liability**

1. In the event of damage by fire, smoke, water, steam, excessive heat or cold, or other causes that render an apartment 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 *Housing License Agreement for Apartment Living*.
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, electric surge, the elements, actions of third persons, or similar causes.

## **XXV. 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.*

#### **XXVI. 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.

#### **XXVII. General Policies**

1. Residents are expected to comply with all university regulations described in the: a) *Housing License Agreement for Apartment Living*, b) the *Choices and Changes Handbook for Residential Living*, c) *University Policies and Procedures* ([www.iup.edu/studentconduct](http://www.iup.edu/studentconduct)), d) the *Holiday Decoration Guidelines* e) the *University Catalog*, and other official university publications.
2. Within this *Housing License Agreement for Apartment Living*, state law and university regulations have been designed to maintain an appropriate environment for the mutual benefit of all residents. Violations may result in judicial action including removal from the residential buildings and suspension or expulsion from the university.
3. The university may make changes in the rules and regulations during the term of this *Housing License Agreement for Apartment Living*. Such changes will be made public by placing notices on bulletin boards before the changes become effective, unless the health or safety 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 *Housing License Agreement for Apartment Living* 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 for Apartment Living* should be directed to the Assistant Director for Occupancy, Office of Housing and Residence Life.

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**Michael Lemasters, Director**  
**Office of Housing and Residence Life, IUP**