

Housing License Agreement and Dining Services Contract

2018-2019 Academic Year

The *Housing License Agreement* is a legal agreement between Indiana University of Pennsylvania (IUP) and the individual student and is enforceable once it has been submitted to the university. This agreement entitles the student to the use of the IUP owned or managed buildings and dining halls only in such manner as set forth herein, and 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 grants student a license to use the IUP owned or managed buildings 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.

1. Residency Requirement

There is a two-semester residency requirement for all full-time first-year freshmen. Students transferring from IUP's regional campus and attending the Indiana campus for the first time, are required to live on campus for at least two semesters, after at least two semesters and attainment of 60 or more credits, regional campus transfer students will have fulfilled the Indiana campus residency requirement. Students, with fewer than 60 credits, transferring from other colleges or universities, to attend the Indiana campus, are required to live on campus until they attain 60 or more credits. Exceptions to this requirement include students who: a) commute no more than 35 miles from the home of their parent or guardian; b) are married; c) have dependent children living with them; d) are a veteran of the military services, or e) are 21 years of age or older on or before the start of that semesters classes. Individuals requesting an exemption to the residency requirement must complete a *Residency Requirement Exemption Request Form* and submit it to the Office of Housing, Residential Living, and Dining. This form MUST be submitted no later than two months before the start of that semesters classes. All decisions on residency exemptions by the Office of Housing, Residential Living, and Dining are final.

2. 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 incidental to this academic relationship. Eligibility for occupancy automatically ends upon withdrawal or termination of enrollment as an IUP student.

3. Housing License Agreement Term

This Housing License Agreement is for the full academic year at times when the institution is in session and cannot be terminated or canceled except under the conditions cited in section 6 of this agreement. If entered into after the start of the academic year, this agreement applies only to the balance of the academic year.

4. Payment/Fees

The \$80 housing prepayment (for new and transfer students), which should be paid within two weeks following the housing application, will be credited to the student's total university account. If the \$80 prepayment is not received within two weeks of the housing sign up date, the student could be reassigned to a different room/suite type. (See also section 6. Termination of Housing License Agreement) Estimated semester housing and meal fees are indicated on the *Online Housing License Agreement*. In addition to the per semester housing fee, an annual, non-refundable Commons Fee which covers common and community space maintenance and upkeep will be assessed on the university billing statement for the period of the agreement. The Commons Fee is exclusive of any individual or group damage billing charges which may be incurred. (See Section 16 below for details pertaining to damage billing.) Payment will be in accordance with the housing fees set by the Council Of Trustees and Foundation Board. 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 following semester.

5. 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. In addition to completing the compliance information on the Housing License Agreement, evidence of vaccination can be documented electronically on the health history and immunization forms via weblink <https://pnc.chwb.iup.edu/home.aspx> (<https://pnc.chwb.iup.edu/home.aspx>). Meningococcal vaccinations are available at the IUP Health Service. Questions about the meningitis vaccination should be directed to the Health Service at (724) 357-6475 or health-inquiry@iup.edu.

6. 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. IUP may release 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 using the Housing License Agreement Release Request Application with supporting documentation to the Office of Housing, Residential Living, and Dining. If a student's

request is approved, fees may apply.

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 notify the Office of Housing, Residential Living, and Dining. Residents will forfeit their room and meal fees in accordance with the established university refund policy.
5. 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 6.
6. Failure to pay semester fees according to the payment 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. 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, IUP owned or managed buildings, 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 on-campus housing 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.
8. IUP may terminate or temporarily suspend performance of any part of this agreement without prior notice in the event of an emergency or other event which necessitates immediate action and which would make continued operation of student housing unduly difficult.

7. Late Arrivals

Students are asked to notify the Office of Housing, Residential Living, and Dining 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.

8. Vacation Periods - Occupancy

Students living in university owned or managed buildings may not occupy their units 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. Students with needs will be housed on a space-available basis in break-housing and will be charged the daily fee at the current room rate for the number of days housing is needed.

9. Vacating

Except as otherwise provided, the residential facilities 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 6:00 p.m., Commencement Day. Official closing notices will be posted by Housing, Residential Living 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 IUP to post closing notices shall not serve as an excuse for the resident to violate established checkout procedures and timelines.

10. Dining Service

Students residing in IUP owned or managed buildings 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 brunch on the Friday before classes begin for Fall semester and end at noon on the Saturday following Spring finals. 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, Residential Living, and Dining no later than 4:00 p.m. on the Friday of the first week of classes for fall and spring semesters. Meal plans will not be changed during a semester. Only official I-Cards may be used for entrance to dining facilities and these cards may not be altered or transferred.

11. Room Assignment Policy

IUP 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 recognize and appreciate the educational value of diversity at the university and do not consider differing backgrounds, physical characteristics, race, religion, or sexual orientation acceptable grounds for honoring room change requests. Continuing residents have the opportunity to enter a housing sign up process to select rooms for the following academic year in accordance with the procedures published and posted by IUP Office of Housing, Residential Living and Dining. Failure to honor assignment preferences will not void this agreement. IUP and Office of Housing, Residential Living, and Dining reserve 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 IUP and Office of Housing, Residential Living, and Dining reserve the right to reassign any resident who is infringing on the rights of his/her roommate(s) to study, sleep or privacy, or in response to disciplinary concerns.

12. 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 eleven weeks of a semester. Information about room changes will be available beginning the third week of the fall and spring semesters. Unauthorized room or suite 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.

13. 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 (3rd – 10th 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, Residential Living, and Dining 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, Residential Living, and Dining will make efforts to keep students affected by the Consolidation Policy within the same building (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).

14. Lock-out Policy

Residents are responsible for their own key/I-Card and for their access to their room/suite. In the event of a lockout, the following applies:

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.

15. Responsibilities for Room Use

1. Check-in/Check-out Requirements: Upon moving into a room, each resident must sign and submit a Suite/Room Condition Form (S/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 owned or managed buildings by individuals or groups. The occupant of an individual suite is permitted to invite individuals, groups, organizations, associations, and corporations to conduct group or individual commercial and noncommercial solicitation in the individual suite provided such activity does not: a) create undue noise; b) disturb either the occupant's roommate(s) or occupants of nearby rooms; or extend out into the hallways.
3. Room Inspection: IUP and Office of Housing, Residential Living, and Dining reserve the right to inspect individual 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; and c) maintaining sanitation and safety conditions acceptable to the university.
5. Decorations: Pictures, posters and other materials may be hung using poster putty. If damage is done to the walls (paint peels, drywall tears, etc.) the room/suite occupant(s) will be charged for labor and materials to repaint the area. The use of nails, screws, tacks, glue, masking tape, Command Adhesive, and other adhesive on walls, ceilings, wardrobes, woodwork, appliances, fixtures, doors or furniture is prohibited. Anything that leaves marks on walls when removed, that requires painting and/or plastering for which the resident will be charged. All decorations 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 door provided that decorations: a) are not lewd; b) do not block exits; c) should not have any electrical connection to them i.e., lights or powered decorations; and d) 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. Twinkle/holiday/string lights are not permitted. The university does not provide draperies. If residents provide draperies they must be flame retardant.
6. 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, Residential Living, and Dining 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 Office of Housing, Residential Living, and Dining 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.

7. **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 in an individual unit 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/suite and in accordance with the specific visitation policies established for that floor. IUP and 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.
8. **Furniture:** IUP furniture must remain in the unit and common area. Removal of furnishings from the unit, common 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. IUP does not have storage space for personal items or for university furnishings. Common area furniture found in an individual unit will be removed and residents charged for labor costs to return the furniture to its assigned location.

16. Damages

Occupants 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. Occupants will be responsible for damage to or within the unit 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 unit and individual responsibility for damage or loss cannot be ascertained, charges will be divided and assessed equally among occupants of the unit. Residents share in the responsibility for the condition of the common areas within their assigned building and may be assessed fees for damage or theft to a hall floor/wing or other common area of the building that cannot be attributed to a particular individual(s). These charges must be paid in accordance with the established billing schedule. Persons identified as damaging property may be charged with institutional vandalism under the crimes code of the Commonwealth of Pennsylvania and may also face university judicial action.

17. Pets

The keeping or presence of pets is prohibited, with the exception of fish in aquariums. Residents are limited to have one ten-gallon aquarium in either their bedroom or the common area of the unit, with a maximum of one ten-gallon aquarium in the common area of the unit. Students with the need for service or assistance animals should contact the Office of Housing, Residential Living and Dining for more information regarding service/assistance animal procedures.

18. Appliances and Electrical Equipment

Refrigerators and microwaves are provided in suites. Residents may bring one additional small refrigerator (not to exceed 2 amps) provided the unit does not cause power problems for the space, in which case its use shall be discontinued.

The following are additional appliances **permitted** in student suites/rooms: coffee maker, electric blanket, fan (portable), gaming systems, hair dryer/straightener/curler, heating pad, printer, scanner, stereo/DVD player and television. The following are appliances **not permitted** in student suites/rooms: air conditioning unit, ceiling fan, electric potpourri burner, electric space heater (except in extreme weather conditions as approved by the university), electric skillet, 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), kitchen knives exceeding 4" in length, popcorn popper, rice cooker, toaster, toaster oven, and twinkle/holiday/string lights. The university reserves the right to add or delete items to the list of permissible and prohibited appliances. All appliances must be plugged in within the room and must not exceed the amperage limits of circuits in the suite/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.

19. Food Preparation

MicroFridge units and microwaves are the only food preparation appliances permitted within an individual unit. Occupants 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.

20. 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 suite/room and to further applicable university or civil action. All occupants are required to participate in fire drills. Evacuation of the building by all occupants is required immediately after the fire alarm sounds. Failure to evacuate will subject an occupant to a judicial referral. The storage of explosive or flammable substances, possession or use of other flaming articles, to include candles and incense, within any suite/room is strictly prohibited. In addition, building codes limit the number of occupants and guests to the maximum allowed by room square footage.

21. 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, tasers, and any other items commonly or potentially used as a weapon are prohibited including any items listed in the PA Crimes Code C.S. 908, and may be cause for immediate removal from housing. All weapons or look-alike weapons must be stored at the University Police Office.

22. Safety and Security

For the safety and security of all students, occupants are required to comply with safety and security procedures and are prohibited from tampering with locked doors and window stops, 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 and unit via his/her I-Card, which is not transferable. I-Cards and individual room and mail 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 I-Cards and/or room keys and the resulting lock core change. All lock core changes for lost or stolen room 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.

23. Smoking Policy

Smoking of any kind, including electronic cigarettes, is NOT permitted anywhere in IUP owned or managed buildings. Occupants and their guests are required to observe the policy at all times.

24. Rules

The following are prohibited in and around IUP owned or managed buildings: Failure to observe these and all other regulations described in 1) *the Housing License Agreement and Dining Services Contract*, 2) *the Choices and Changes Handbook for Residential Living* and 3) *University Policies and Procedures* (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 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;
- 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;
- Use of sub-woofers;
- Waterbeds;
- Weights - Weight-lifting equipment; and
- Any other reasonable policy IUP may issue from time to time or directive given by a member of the residence life staff.

25. 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 suite/room windows or displayed in other areas of the residence halls. Alcoholic beverage containers (full or empty) may not be displayed anywhere in the suite/room.

26. 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, IUP reserves the right to reassign the resident to alternate housing accommodations. If alternate housing is not available, IUP without further liability may terminate this *Housing License Agreement*.
2. IUP 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.

27. Insurance of Personal Property

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

28. Policy on Repairs/Renovations and New Construction

IUP 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 suites/rooms 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.

29. General Policies

1. Occupants are expected to comply with all university regulations described in the *a) 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 Decorations 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 benefit of all residents. Violations may result in university judicial action including removal from the suites/rooms and suspension or expulsion from the university.
3. IUP may make changes in policy during the term of this agreement. Such changes will be made public by placing notices on suite/room bulletin boards before the changes become effective, unless the health, safety, or welfare of persons using the facilities may be adversely affected by 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* shall be valid or binding on IUP unless the location of such change is signed by IUP's Executive 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, Residential Living, and Dining.

Sondra Dennison, Executive Director
Office of Housing, Residential Living, and Dining, IUP