

Suite Housing License Agreement and Dining Services Contract Summer 2018

The Foundation for IUP (FIUP) has partnered with Indiana University of Pennsylvania to develop the Suites at IUP. Indiana University of Pennsylvania is the exclusive manager of these facilities. The *Suite Housing License Agreement* is a legal agreement between the Foundation for IUP (FIUP) 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 Residential Suites and dining halls only in such manner as set forth herein, and in 1) *Choices and Changes Handbook for Residential Living* 2) *The Source*, www.iup.edu/studentconduct/source, and in the 3) *Holiday Decorations Guidelines*. This Housing License Agreement is a license to use the residential suites and shall not be construed as a lease. This Suite 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 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.

II. Payment/Fees

Room and meal fee estimates are indicated on the Room Reservation Request for Summer 2018. The university reserves the right to adjust the room fee or the meal fee before or during the agreed upon housing and dining period by action of its Council of trustees. Payment of room and meal fees must be made according to the deadlines indicated on the student's university billing statement(s).

III. 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 sign a document stating that the student has chosen to be exempted from receiving the vaccination for religious or other reasons. All residents are required to sign a statement 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 will be obtained from the Office of Housing, Residential Living and Dining. The vaccination required is the quadrivalent A, C, Y, W-135 vaccine, Menomune, manufactured and distributed by Aventis Pasteur, Inc. In addition to returning the statement of compliance to the Office of Housing, Residential Living and Dining, 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. health-inquiry@iup.edu

IV. Room Assignment Policy

The university will not unlawfully discriminate in room or hall assignment on the basis of race, color, religion, national origin, ancestry, affect ional/sexual orientation or physical characteristics. IUP further recognizes and appreciates the educational value of diversity at the university and does not consider differing backgrounds, races, religions or sexual orientation to be acceptable grounds for honoring room change requests. Failure to honor assignment preferences will not void this license agreement. The university reserves the right to change room or hall assignments, to relocate individuals or groups of individuals if a disruptive environment exists, to assign roommates or to consolidate vacancies by requiring residents to move. When a vacancy occurs, the university reserves the right to show the room and to assign a new roommate. The university reserves the right to reassign any student who is infringing on his/her roommate's right to study, sleep or have privacy or in response to disciplinary concerns.

V. Room Changes-Check In and Check Out

Room changes are generally NOT permitted during the summer sessions. Only with prior written authorization from the Residence Director may students change residence hall or room assignments. Unauthorized room or residence hall changes, failure to follow proper check out procedures (which includes returning all keys and leaving the room in a clean condition), or failure to move out of a room at the designated time will result in a charge for improper check out.

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 AGREEMENTS WILL NOT BE TERMINATED IN ORDER FOR STUDENTS TO LIVE OFF CAMPUS OR COMMUTE except for those circumstances outlined in item VI.2 below.
2. The Office of Housing, Residential Living and Dining 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; (b) serious illness or injury to the resident which prevents enrollment or matriculation; or (c) death in the immediate family. Requests for termination of this agreement must be submitted in writing to the Office of Housing, Residential Living and Dining.
3. Discontinuance of enrollment 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 Summer 2018.
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, 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 to transitional housing or cancellation of housing.

VIII. Refunds and Forfeitures

Total withdrawal from the University: Requests for termination of the *Residence Hall Housing License Agreement* resulting from total withdrawal from IUP must be submitted in writing to the Office of Housing, Residential Living and Dining. Upon approval from that office, students will forfeit room and meal fees in accordance with the appropriate university refund policy. No refund will be granted unless the student has initiated a formal withdrawal. Refund policies and procedures are subject to regulatory change.

IX. Vacating

Except where otherwise provided, residence halls must be vacated within 24 hours after discontinuance as a student or at the official closing time, whichever is earlier. Official closing notices will be posted prior to the close of each session. The resident is responsible for abiding by the conditions set forth in closing notices and following check out procedures and timelines.

X. Dining Service

Resident students are required to select one of the university meal plans indicated on the Room Reservation Request. The university, upon notification or in case of an emergency, may adjust meal hours and dining service locations. Dining service will be provided under this agreement through breakfast on Friday, August 7, 2018. Trays, dishes, silverware and food may not be removed from the dining hall. The student must return all trays, dishes, and utensils to the designated collection areas in the dining hall. Only valid I-cards may be used for entrance to the dining hall and they may not be altered or transferred. Refunds will not be made for missed meals. Requests to change meal plans must be submitted in writing to the Office of Housing, Residential Living and Dining no later than Monday, June 1, 2018 for Session 1 or Monday, July 6, 2018 for Session 2.

XIII. Responsibilities for Room Use

1. Check-in/Check-out Requirements: Upon moving into a room, each resident must sign and submit a Suite Condition Form (SCF), 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.
5. Decorations: Pictures, posters and other materials may be hung using poster putty or masking tape; however, if paint peels when removing putty or tape, the resident may be charged for labor and materials to repaint the area. The use of nails, screws, tacks, glue 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, masking tape, 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 XXI for more information on decorations.
6. Pillows/Linens/Draperies: The university does not provide pillows, draperies, or linens. Fire retardant draperies and pillows are recommended.
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, 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 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.
10. **Painting:** Students are not permitted to paint their rooms during the summer sessions.

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.

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 Micro Fridge, 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 and the use of 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, numchucks, 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), 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 in any of IUP's residence halls or apartments. 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) *The Source* www.iup.edu/studentconduct/source 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);
- 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 Mack, Whitmyre, Turnbull, 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; disposing of any items from a window and/or hoisting items in through a window;
- 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;
- Waterbeds;
- Weights - Weight-lifting equipment except in designated areas; 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 and c). 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) may not be displayed 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., 8:00 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 1) *Residence Hall Housing License Agreement and Dining service contract*, the 2) *Choices and Changes Handbook for Residential Living*, 3) *The Source*, www.iup.edu/studentconduct/source, 4) the *Holiday Decorations Guidelines*, 5) 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 Jenny Faught, Associate Director for Occupancy and Marketing, Office of Housing, Residential Living and Dining, Suites on Maple West, G-37.