

**UTAH STATE UNIVERSITY HOUSING AND RESIDENCE LIFE
RESIDENT HANDBOOK**

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Why should you thoroughly read this handbook?

- Because it supplements your contract and is legally binding.
- Because it could save you money.
- Because changes occur each year.
- Because you should be informed of your rights and responsibilities.

VISION STATEMENT

Housing and Residence Life Mission Statement

Housing and Residence Life exists as an integral part of the mission of Utah State University. We provide quality Customer Services and support to Students, Faculty, Staff, Parents, Alumni, and Guests of the University by:

1. Creating living/learning/dining environments which encourage, support, and enhance student academic success, maturity, and overall development.
2. Providing fair and reasonably priced living and dining environments, which are safe, clean, attractive, well maintained, and comfortable.
3. Ensuring efficient administration through effective management in meeting bond obligations, operating expenses, and capital improvement needs.
4. Promoting positive leadership and support opportunities for our employees through operations committed to customer satisfaction, quality of products and services, and overall maximum productivity.

Our mission is accomplished through committed and purposeful collaboration of the following interdepartmental team:

Administrative Support • Residential Facilities • Residence Life

KEYCODE

Unless otherwise indicated by the particular icon or reference below, all residents of Utah State University Housing are commonly bound by the terms of this Handbook.

- SSH** = Single Student Housing
- FSH** = Family Student Housing
- H&RL** = Housing and Residence Life Administrative Office
- RF** = Residential Facilities Office

ADMINISTRATIVE POLICIES

The non-enforcement by the University of any of these Terms and Conditions of Occupancy shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this agreement. **No statement made by Housing and Residence Life staff or its agents is considered a waiver of any term or condition, whether expressed or implied.**

The University reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, cleanliness of the premises, and for securing the comfort and convenience of all residents. Housing and Residence Life may cancel a contract for valid disciplinary, academic, and financial reasons, or if there is a determination that other individuals may be at risk. Any exceptions are at the discretion of the Executive Director or designee.

Housing and Residence Life will hereafter be referred to simply as "Housing." Also, please note that hereinafter, the term resident and student may be used interchangeably throughout this handbook. Residents and their guests are bound by the terms, conditions, and regulations of the signed Housing agreement and contract for the entire academic year, or balance thereof. **It is your responsibility to know and understand any and all regulations, policies, and obligations assumed as a resident, including full financial responsibility for the entire contract period.**

Housing Agreement

A fully completed and signed Housing agreement, non-refundable application fee, and a security deposit are required before a student's reservation will be confirmed. A Housing agreement will be processed regardless of the status of the student's admission to the University. Submitting a Housing agreement does not guarantee admission to Utah State University.

Security Deposit

The one-time security deposit will be held for the length of the contract. Residents who stay for the entire length of their contract, have no outstanding obligations against their account, submit a "Notice of Intent-to-Vacate" form if required, and who check-out appropriately with designated Housing Staff may have their security deposit refunded at the end of the Academic Year providing they are not returning to Housing.

FSH: The security deposit is forfeited if the resident does not submit the Intent to Vacate notice 30 days prior to their move-out date or if the resident fails to move out on the date he/she lists on the notice. A deposit that has been forfeited will not be applied to any amount owing.

Housing and Residence Life may deduct from the security deposit any unpaid rent and fees and the cost of cleaning and/or repairing individual or common area damages to University property beyond normal wear and tear. Cleaning and/or damage charges exceeding the value of the security deposit will be billed to the resident. Evictions resulting from failure to abide by the Terms and Conditions stated in this handbook and/or the contract also result in forfeiture of the security deposit.

Resident Eligibility Requirements

The Student must be accepted by Utah State University and be enrolled in a certificate or degree-seeking program for a minimum of six (6) credit hours at Utah State University during each and every semester of occupancy during the academic year. An academic year includes fall and spring semester. Graduate Students may be housed while enrolled for at least three (3) credit hours, providing he/she is a registered student in a Masters or Doctorate program. Home study, correspondence, and audited courses are not counted toward eligibility requirements. **Occupancy of on-campus housing is a privilege extended upon reasonable and satisfactory personal conduct and proper care of Utah State University facilities.**

FSH: Summer enrollment is not required if this academic year credit requirement has been maintained. Other persons may be housed by special permission of the Director or designee.

Residents may not occupy Housing facilities for longer than six consecutive academic years. Single Student Housing is primarily available to traditional age students. Those students older than 25 at time of application may be considered on a case-by-case basis.

FSH: Priority assignments will be given to one family consisting of:

1. a married couple, with or without children; or
2. a single parent with legal custody of a child or children.

Housing is provided for the student, his/her spouse, and their children ONLY. Children listed on the application form must be physically present and financially dependent upon their parents. The student is required to provide proof of eligibility for all occupants through a marriage certificate, children's birth certificates, custody papers, International Student Office I-20 form, passport(s) of all family members, etc. A parent or guardian must have custody of the children for at least 10 months of each year. Cohabitation is not permitted. The apartment is to be used only as a residence for one family. Residents may not keep roomers or boarders, nor allow anyone other than a spouse and/or listed dependent children to share the apartment. The student and spouse are responsible for all Terms and Conditions of the contract.

Change in student and/or family status must be immediately reported in writing to the Housing and Residence Life Administrative Office. Continued eligibility for current housing will depend upon changed family size and/or student status.

Other individuals (including faculty/staff) may be housed on a space available basis. Additional exceptions are at the discretion of the Executive Director of Housing and Residence Life, (hereinafter referred to as the "Director"), or designee.

Cancellation/Failure to Occupy

SSH: An official written request for contract cancellation must be received via mail, email, or in person to the Utah State University Housing and Residence Life Administrative Office on/or before the deadlines specified in the contract. Any resident submitting a cancellation after this date will forfeit their deposit and may incur additional charges.

Anyone who fails:

•**To pay the balance of their rent by the deadline specified in the contract** and on the “Dates to Remember” page in the front of this book, without prior arrangements approved by Housing and Residence Life will be contacted by Housing to determine whether the resident is still planning on coming. If the resident does not pay or cancels their booking after being contacted, their security deposit will be forfeited and the ensuing semester’s rental fee assessed as liquidated damages.

•**To occupy their assigned room within 2 weeks after the beginning of classes** without prior arrangements approved by Housing and Residence Life will have that assignment cancelled, security deposit forfeited, and the ensuing semester’s rental fee assessed as liquidated damages.

FSH: A written request must be received by Housing at least 30 days prior to requested date of occupancy. Requests may be sent via mail, email, or in person. Notifications received less than 30 days prior to occupancy will result in a minimum forfeiture of deposit and may result in being charged for one month’s rent.

Contract Period

The legally binding term of the Housing Contract is for the entire academic year, Fall and Spring Semesters, or remaining portion thereof. The contract begins on the date designated in the assignment letter, or the date moved in, whichever comes first. If the Housing and Residence Life Office permits occupancy in advance of the contract date or afterwards at student request, the contract is deemed amended and still enforceable. Contracts do not overlap academic years. Residents will be required to attend a scheduled New Resident Orientation (**FSH**) or welcome meeting (**SSH**) that will provide important information to new residents.

FSH: Family Housing contracts expire on June 1st. The flex move-out period allows for no-fee move-out any time between May 1st and June 1st, provided proper checkout procedures are followed. Anyone moving out of Family Housing at any other time and not for any of the pre-approved reasons will be charged a termination fee equal to one month’s rent and will automatically forfeit their security deposit.

SSH: Single Housing contract expires the last day of Spring Semester Finals. Any extension requested for involvement in Graduation ceremonies or support services, academic project completion, travel complications, etc, requires proof in writing and permission from Pro Staff. Disruptive residents will be asked to leave earlier if they do not heed the academic dictates of Finals Week.

Winter Break

SSH: Single Student Housing Contracts do not include the holiday period between fall and spring semesters. However, Holiday Break Contracts are available at no charge to residents. Residents planning to stay for any portion of winter break must register at their area office by the end of the last day of finals. Residents not remaining in Housing for Spring Semester are not allowed to sign a winter break contract and must complete a proper check-out no later than 2:00 p.m. the day after finals end. AV Grad/Singles: Those residents who do not register at their area office will be required to turn in their apartment/door key. Failure to register to stay for winter break and/or turn in room/apt. keys will result in a re-key of the room/apt. at the resident’s expense.

The Utah State University Police Department and Housing staff will monitor all halls. However, housing will not be responsible for untended perishables left in University-issued or personal refrigerators.

Dining Services in The Junction and Taggart Student Center are limited during academic breaks, and will be unavailable on most official University Holidays.

Contract Release

By Housing and Residence Life

Housing may terminate the contract without cause provided it gives 60 days written notice. In the event of any of the following, Housing may also terminate the contract and the resident’s occupancy by giving written notice three days in advance of termination, furnished in accordance with Utah law and based on any of these occurrences:

- Failure to maintain resident eligibility.
- Failure to pay promptly the rent or other charges.
- If the resident’s use of the apartment unreasonably damages the apartment, its furnishings, or the building; unreasonably disturbs or endangers roommates and/or residents of other units; or commits unlawful business.
- If the resident sublets or assigns any of the rights pursuant of this contract without receiving written approval from the University.
- If the resident violates any other provision of the contract, including those referenced or contained in this Handbook.

By Resident

Residents are financially, contractually, and legally obligated for an entire academic year, or the remaining portion thereof, whether occupied or not. Residents requesting to terminate the academic year contract, prior to the completion of the contract period, may do so subject to the following conditions being met. However, financial penalty will result, (including forfeiture of deposit) for failure to fulfill the full term of the contract.

In order to be released from the contract and receive any appropriate refund, a resident must meet one of the following criteria. The student must provide verification of reasons for academic or related withdrawal within 30 days after termination of occupancy, otherwise the total semester rent and any remaining contract rent total will be charged.

Graduation or University Required Internship

Requires written verification of graduation from the Registration Office. Proof of internship from Department Head or Dean is required.

Military

Requires photocopies of military duty orders and academic withdrawal from Utah State University.

Severe Medical Condition

Requires the signed opinion of a licensed practicing physician and academic withdrawal from Utah State University. All opinions based on medical condition will be reviewed by a Utah State University Student Health Services physician for applicability to a residential situation. Submission of a health-related request automatically grants permission by the student for Housing personnel to discuss the student's medical condition with all physicians involved, expressly waiving any intent of confidentiality on the student's part regarding medical condition(s).

Complete Withdrawal and Non-Registration for Utah State University

Requires that the student completely withdraw and not register for classes at Utah State University for the remainder of the academic year. The \$100 security deposit will be forfeited. The Student must complete a "Intent to Vacate" form at the Housing Office.

Sell Contract

Each student in the transaction must meet respective resident status and eligibility requirements to sell/purchase a contract. Students should come to the Housing Office together to complete all paperwork. Current resident's deposit will be refunded in the transaction. The resident has full financial responsibility for rent until the end of the contract agreement, or until the contract is sold.

Marriage

Requires a photocopy of the signed marriage certificate 30 days after marriage date listed on "Intent-to-Vacate form."

Termination of Marriage

FSH: Requires agreement on which party retains possession of the apartment (if desired). Contact H&RL to work out contractual details.

Intent-to-Vacate Process

Any request to cancel your contract after occupancy must be submitted on a Notice of Intent-to-Vacate form provided by Housing, before deadline dates specified for each Semester. Failure to submit Notice by this date will result in automatic forfeiture of the deposit.

The move-out date you listed on the Notice will be considered "firm." The space will subsequently be assigned to a student on the waiting list. A firm Notice date can be withdrawn or amended only if there is not a waiting list.

Cancellation of a submitted Intent to Vacate form does not guarantee a return to your original space within Housing. Renewed occupancy obligates the resident to full financial and legal responsibilities, with re-assumption of all other contractual provisions.

Failure to move out of your space by the original or amended date you listed on the Notice, and/or keeping the check-out appointment time subsequently assigned to you by your Resident Assistant or Residential Facilities, will automatically result in a forfeited deposit, an additional \$20 per day fee (**FSH**), and accrual of daily rent and utilities until your space is vacated and the keys returned to your respective Area (**SSH**) or Residential Facilities (**FSH**) staff.

Failure to properly check out will result in forfeiture of deposit, and billing for accrued rent and any additional cleaning/damage charges.

Contract Renewal

A Housing contract is renewable annually, at the discretion of Housing and Residence Life, for a maximum number of five additional renewals (six total years). Housing reserves the right to refuse housing to any resident who becomes delinquent in rental and utility payments, or who has demonstrated an unwillingness or continual inability to abide by community rules, regulations and policies within the housing system, as well as those who exceed the six-year residency eligibility.

SSH: Each academic year, current residents have first choice over incoming students of halls, rooms and roommate choices for the following academic year. Check with the Housing and Residence Life Office, Hall Staff or watch for published advertisements with detailed information.

FSH: A new contract must be signed by the residents and returned to Housing no later than 30 days prior to the expiration date of the current contract. Failure to complete the contract renewal form by the required deadline may result in termination of your contract as of the current contract-ending date and forfeiture of your deposit.

Rent Payment

Residents can pay tuition, fees, and housing charges all in one location simply by logging into their USU Banner Access account. When paying for tuition, fees, or housing, the Student can choose to pay online with an electronic check (no additional fee added) or with MasterCard or Discover (a convenience fee is added at the time of transaction). To log onto Banner Access go to www.usu.edu/myusu. Proceed to the Student and Financial Aid link. Click on the Student Record link and proceed to account summary by term, select term. Scroll to the bottom of the page to see the account balance and if financial aid and/or scholarships have been applied. Choose the "pay by check" or "pay by credit card" button at the bottom of the form. The Banner Access system only serves as a cashier for Housing payments, any questions related to housing charges still need to be directed to the Housing Office. Any past due amounts on the Student's Banner Access account, whether for Housing or other University charges, could prevent you from registering, will drop classes, and prevent the Student from using their activity card, etc.

The priority structure for all University payments is that tuition and fees are paid first, followed by the payment of housing fees. Please be aware that tuition, fees, and housing charges due all need to be paid before the University semester payment deadline to avoid classes being dropped. Students planning on using financial aid or scholarship need to be aware that funds are allocated to tuition and fees first and then put towards housing charges. If financial aid or scholarships have not been awarded yet or there will not be enough funds to cover tuition, fees and housing, the Student is responsible to pay the remaining balance before the payment deadline otherwise classes will be dropped. Any past due balances left unpaid will be sent to Collections.

Acceptance by the University of any rental payment may be deemed a waiver of no other breach than the failure to make timely payment of the rental installment accepted.

Rent is subject to change with 45 days written notice to resident. If unusual circumstances occur which require a mid-year rent increase, residents will be notified in writing by Housing and Residence Life. The resident may terminate the contract agreement prior to the end of the term, provided that at least 30 days written notice is given to Housing and Residence Life, and such notice is given to Housing and Residence Life within 15 days of receipt of notice of rent increase.

SSH: Residents entering the residence halls during the first two weeks of the semester will pay the full contract amount. Residents entering the 15th day of the semester or onward will have their semester contractual amount prorated on a per-week basis.

FSH: Housing charges are assessed to your University Banner account the 1st day of each month. Family Housing residents will receive an email which will be sent to their University email account when charges are posted. Residents will then need to log into their Banner account to make their monthly payment as instructed above. Payments are considered delinquent after the first of the month in which they are due. Delinquent accounts will be assessed an automatic late fee after the 12th of each month.

If natural gas is not put in the resident's name, or if the account becomes delinquent and is put back in the University's name, the resident's account will be charged the monthly billed rate as well as a \$10 surcharge per month until the account is returned to the resident's name.

Utilities

The following utilities are included in the rent: water, sewer, garbage, cable T.V. and internet access.

Failure to provide electricity, hot and cold water, and/or heat shall not be a reason for reduction, abatement, or withholding of rent or other payments legally due. No rent adjustment or other compensation shall be claimed by a resident for inconvenience or discomfort arising from the making of repairs, improvements to facilities, temporary service outages, or causes beyond Housing's control, provided such occurrences are remedied within a reasonable amount of time and with minimal inconvenience to the resident.

All utility charges are subject to change and are non-refundable. All services provided are subject to elimination at the option of the University with 30 days written notice.

SSH: Electricity and natural gas service are included in the semester rent cost. Telephone service is not provided but can be established through Utah State University Information Technology at 7-1275 or by applying online at <http://it.usu.edu/htm/students/telephone-service-application>.

FSH: All residents in Family Housing (AV, TH, MHP, WSV) are responsible for establishing individual service billings with the local natural gas provider. Townhouses and West Stadium residents are also responsible for establishing billing for electricity (see page 35 for details). Local telephone service is included in the rent cost, however, the resident is responsible for establishing long distance service. Long distance service is available by contact USU Information Technology at 7-1275 or by obtaining a long distance calling card.

Activity Fee

An activity fee is assessed each semester (**SSH**) or month (**FSH**) to help fund programs, events, activities, community development, computer labs, recreation equipment, etc. These fees are non-refundable. Residents are heartily encouraged to take advantage of the community-building opportunities and equipment funded by their activity fee.

Past Due Accounts

If the resident's account remains unpaid by the close of business on the 12th day of the month and prior payment arrangements have not been made, Housing will assess a monthly late fee of \$20 on any outstanding balance. All delinquent accounts can be handled further by:

- placement of a "hold" on applicable meal plans, transcripts, and/or diploma for resident(s);
- referral to a private collection agency, with personal assumption of all associated costs and fees imposed;
- eviction.

In the event of default of payments or eviction, the resident will be responsible to pay all reasonable attorney's fees, legal expenses, and lawful collection costs, and all other sums due thereafter.

Billing appeals must be filed within 30 days of checkout, or the date of any bill or letter specifying an amount owed, whichever comes first.

RESIDENCE LIFE AND COMMUNITY LIVING

On-campus housing exists to support and complement the academic mission of the University. As such, Housing has devised rules, regulations and standards that maximize acceptable residential levels for study, sleep, and privacy. On-campus housing units are intended for primary use by residents of that unit.

Community living requires each resident to be aware that his/her behavior or actions will affect other residents. Residents and their guests must not disturb, annoy, harass or interfere with residents or staff. At all times, residents and their guests are required to abide by all University and Housing regulations regarding student conduct, as well as applicable federal, state, and local laws. **In all circumstances, respect for the rights of other residents will be considered the highest priority. If problems arise that residents cannot resolve initially among themselves, please seek assistance from a Resident Assistant or other Housing staff.**

It is the resident's responsibility to be aware of all announced or posted deadlines, requirements, potential fines, or other general information distributed or published by Housing staff. Failure to adhere to any established Housing policies and regulations stated herein, or to maintain facilities and furnishings in requested conditions, can subject the resident to a full range of possible fines, disciplinary sanctions, judicial proceedings, legal actions, and/or eviction, for either singular or repeated occurrences.

Housing and Residence Life also reserves the right to evict or refuse housing to any resident who has demonstrated an unwillingness to abide by rules and regulations, or who demonstrates behavior which is incompatible with the maintenance of residential order and educational propriety. See "Disciplinary Action and Sanctions" for more information. There is much more to living on-campus than the necessities of a bed, desk, phone, etc. The Utah State University educational experience extends beyond the classroom into the Housing community through the Residence Life program. On-campus Housing is an enriching living/learning community of peers. Housing provides a positive and supportive community environment where supplemental learning occurs through programs offered by the Residence Life staff. Numerous opportunities for social interactions, personal growth, and educational programs are available. We encourage you to become actively involved in your Housing community!

Residence Life Staff

Housing and Residence Life employs numerous professional and student staff within its system, well-trained and ready to assist you in adjusting to college life.

Professional Staff

Area Coordinators (ACs), and Residence Directors (RDs), Graduate Residence Directors (GRDs) and the Theme Housing Coordinator are University employees responsible for the overall professional management of their hall or area. Their duties include:

- selection, supervision and training the student staff and office receptionists
- facilitate the individual growth and development of residents within the residence hall community
- oversee programming efforts
- counsel residents working through personal, academic or behavioral difficulties
- coordinate maintenance and custodial services with Residential Facilities staff
- handle disciplinary-related incidents

Theme Housing Coordinator is also a professional University employee whose duties include:

- Coordination and development of Freshman Interest Groups (FIGs)
- Coordination and development of Academic and Community Lifestyles (theme housing)
- Selection, supervision and development of the Peer Mentors

Resident Assistants

Resident Assistants (RAs) are also University employees. RA's assigned to each floor, wing, hall, or area are student leaders who have been competitively selected. They are well-trained to assist and support you in any way they can. A RA is an employee with system-wide enforcement responsibilities. RAs serve as peer counselors, mediators, programmers, policy enforcers, and friends who are knowledgeable about Housing and University resources. If they don't know, they'll find out!

Their job description includes:

- create a safe, secure living atmosphere
- help residents to form a sense of community
- help residents get acquainted with one another
- encourage a greater understanding of and appreciation for new ideas, cultures, and lifestyle differences
- assist in resolving resident conflicts
- share information with residents about community and University resources, laws, and standards
- plan and implement educational, social, and recreational programs and activities
- check out available recreational, or entertainment equipment items for resident use

If you have questions about policies, need help interpreting flyers or notices, need assistance understanding your appliances, or virtually anything else, feel free to contact the RA in your area. Give your RA ideas for activities or social programs you wish to have organized (or would help organize) in your area. They want to hear your concerns and ideas and help make your overall living experience enjoyable for all concerned. Each RA schedules availability hours in their room/apartment for better assistance and customer service. RAs are also your neighbors. They work hard to make your community an enjoyable, educational, and safe place to live.

RA On-Call

RA's are on-call after regular office hours and on weekends. On-call pager or cell phone numbers vary by Area, and are for emergencies only. Check with your Area Office for posted instructions on accessing and hours of availability.

Peer Mentors

Peer Mentors work specifically with Freshman Interest Groups (FIGs) and Academic and Community Lifestyles (theme housing). They coordinate study groups and serve as a resource for residents on issues related to academic success. They work closely with the R.A.s to create strong communities within the residence halls and specifically with the residents who live in their FIG or Lifestyle.

RHA

The Residence Hall Association (RHA) is a student organization sponsored by Housing and Residence Life. RHA is the advocacy organization for on-campus residents and is led by residents hired to serve on the Executive Council. They represent on campus residents to the Housing Administration, the University, the Community as well as regionally and nationally. All Housing residents are part of the general body of this organization. RHA sponsors or co-sponsors many outstanding programs and activities during the year, including a beginning of the year Welcome event, a Leadership retreat and Residence Life Week.

RHA Executive Council Members coordinate and advise Area Governments (AG) in all single housing communities and Resident Council in family and graduate housing. They also represent Housing residents on standing University Committees. They provide valuable student input in shaping Housing and campus policies. Get to know your RHA representative and become involved in this organization. **Develop your leadership skills and gain a voice in decision-making!** Contact them at 797-7472, or at their office located in Bullen Hall 108.

Area Government (SSH)/Resident Councils (FSH)

Area Governments/Resident Councils exist to provide residents the opportunity to influence the development of their community. Officers are selected from within the community and work closely with the student staff in planning activities, dissemination of information and addressing concerns. All residents are welcome and encouraged to get involved with their Area Government/Resident Council.

RAs, Peer Mentors and RHA Executive Council members are also full-time students who have academic demands and study needs similar to your own. These important Residence Life staff members have many job-related time commitments and are not required to be in his/her room/apartment all the time. Therefore, there will probably be occasions when your RA, Peer Mentor or RHA Executive Council member may not be readily available to you. However, they will have posted hours of availability so you'll know when you can find them at home.

Receptionists

Receptionists provide area office coverage during the day and are usually full time students, but not required to be. They assist the Pro Staff in completing administrative functions and provide valuable service to residents in family and single student housing.

Community Living Declarations

The issues of human dignity, equality, and safety are non-negotiable in all Utah State University Housing communities. We are dedicated to each resident's achievement of academic excellence. Choosing to join this community obligates each member to a code of civilized ideals, principles, and responsible behaviors compatible with the educational environment. As such, Housing and Residence Life declares its support of and adherence to the following principles.

Residential Support Principle

A member of the Utah State University Housing community supports, practices, and respects:

1. Personal and academic integrity through elimination of deceit, plagiarism, lying, and disloyalty.
2. Dignity of all persons, by not demeaning, teasing, ridiculing, or insulting individuals or groups.
3. Rights and property of others, by demonstrating concern for them and asking first before borrowing or using items and property.
4. Discouraging bigotry, by striving to learn from and accept the inherent differences in people, ideas, and opinions which contribute to an academic community.
5. Keeping the living environment clean and attractive, knowing that such an environment is essential to positive physical, mental, and academic health.
6. Refraining from and discouraging all behaviors which threaten the freedom and respect all residents deserve, by challenging friends and neighbors within the housing community to abide by these fundamental expectations and personally confronting those who do violate them in an appropriate manner.

Community Equality Principle

Various cultural and ethnic groups compose the Utah State University Housing community. Residents are afforded unique and valuable opportunities to interact with a variety of people different from themselves. Housing and Residence Life is committed to respecting diversity and equality among its students and residents, seeking to:

1. Aid students in the enhancement of their cultural experiences.
2. Promote cultural acknowledgment among all religions, races, national origins, and ages.
3. Encourage respect for different abilities, sexual orientations, and genders.
4. Advance on-going resident consideration of their fellow student residents, as well as their shared values and common experiences.

Safety and Anti-Violence Principle

Housing and Residence Life is committed to creating a community free from violence by not condoning conduct which threatens or abuses the health, safety, and/or psychological well-being of any person on or within Housing property. Students are expected to behave in a manner which does not diminish the quality of life within their residential community and living/learning environment.

This includes, but is not limited to, physical assault, battery, sexual assault or harassment, dating violence, domestic violence, stalking, threats, reckless endangerment to others, intimidation, indecent exposure, etc., whether against other residents, family members, or visitors, and whether conducted in person, via telephone, by facsimile, or through computer transmissions.

*Adapted from the Universities of Michigan, Oklahoma, South Carolina, and Tennessee.

Resident's Rights and Responsibilities

Living on-campus provides opportunities and challenges associated with living in a community. Community responsibilities accompany group living situations such as cooperation, tolerance, and mutual respect. Establishing a supportive and positive residential environment means each individual must make occasional adjustments in personal habits, attitudes, and beliefs. This means exercising your rights within the confines of respecting and considering the rights of others. We encourage you to work toward developing responsible involvement in your community. These are some of your "rights" and "responsibilities:"

YOU HAVE THE RIGHT to associate with whomever you please;

YOU HAVE THE RESPONSIBILITY to accept all other residents for whom they are and where they are from. You have the responsibility to educate yourself on issues of diversity.

YOU HAVE THE RIGHT to a reasonably peaceful and quiet space in which you can read, study, and sleep;

YOU HAVE THE RESPONSIBILITY to observe quiet hours, keep your stereo and your voice at a reasonable volume in Housing and remind others that you expect the same of them.

YOU HAVE THE RIGHT to personal privacy in the use of your room/apartment both in terms of space and time, and the right to be free of unwanted guests;

YOU HAVE THE RESPONSIBILITY to inform your roommate(s) and neighbors of your wishes and preferences for hours of sleep, study, and visitation and to work through any differences that may arise in a peaceful and non-threatening manner.

YOU HAVE THE RIGHT to choose your means of recreation and relaxation;
YOU HAVE THE RESPONSIBILITY to follow the laws, rules and regulations established to support the educational purposes of the University and to sustain a safe and comfortable living environment in Housing.
YOU HAVE THE RIGHT to confront behavior which infringes on your rights;
YOU HAVE THE RESPONSIBILITY to examine your own behavior when confronted and work towards resolving conflicts peaceably.
YOU HAVE THE RIGHT to participate in programs and other community-building activities;
YOU HAVE THE RESPONSIBILITY to get to know other members of your community and to attend all mandatory programs.
YOU HAVE THE RIGHT to the assistance of Housing and/or University personnel;
YOU HAVE THE RESPONSIBILITY to notify staff of problems in a timely manner, and to cooperate in working to solve the problems.
YOU HAVE THE RIGHT to know what's OK and NOT OK in Housing;
YOU HAVE THE RESPONSIBILITY to read information provided to you by Housing and Residence Life.

Disciplinary Actions and Sanctions

The Residence Life staff is primarily responsible for disciplinary actions undertaken within their respective Areas concerning violations of University and/or Housing rules and regulations. Each resident is expected to comply or cooperate with any authorized University official as requested, acting in the performance of their duties and within the scope of their authority. **Housing staff represents the University and are considered its agents and officials, with authority commensurate and necessary to accomplish a requested task or action.** Failure to comply with verbal and/or written instructions issued by Housing staff, or impeding their performance or duties, will be deemed a violation and could result in a \$100 fine. Such behavior can result in referral to higher-level campus administrators who have the authority to sanction the individual to University probation, or suspend any violator from the University, according to the University Student Code. **The University reserves the right to remove any resident or their guest from Housing when deemed necessary for the best interest of the University, resident, or community. Parent(s)/legal guardian(s) can be notified of action(s) being taken for those under 21 years of age. All notification will be handled by the Campus Judicial Officer.**

A resident evicted from the Housing system for disciplinary reasons will be charged the remaining rent for the academic year and the full costs of all vandalism or damages incurred. **Eviction will result in forfeiture of security deposit and loss of Housing contractual privileges for at least a year.**

Residence Life staff can impose any sanction they deem necessary in no specific order. Failure to comply with stated or written directions, or violations of contractual or Handbook obligations as stated herein, can each result in various discretionary staff responses. The range of disciplinary sanctions available singularly or in combination to Residence Life staff include, but are not limited to:

1. VERBAL WARNING. A violation occurred, but discussion resolved the issue.
2. WRITTEN WARNING. A written letter from Housing informing the resident of their unacceptable actions, as well as making them aware of the possible consequences should they repeat the violation.
3. LETTER OF APOLOGY. To be delivered to the injured party after review by Housing staff.
4. COMMUNITY SERVICE PROJECTS. Projects of a remedial or educational nature may be assigned. These may include custodial/maintenance assignments, constructive projects, or research assignments. All projects are designed to give the resident a better understanding of his/her behavior, and are related to the violation or serve to correct the result of the violation. They must be completed by a deadline set and agreed upon by the Housing staff and the resident.
5. FINES. Published fines or fees may be imposed, as established and printed in this Handbook and/or other Housing documents or flyers.
6. RESTITUTION. Monetary compensation paid for damages to Housing property or individual property.
7. REQUIRED COUNSELING. Referral to the Counseling Center, Student Wellness Center, Affirmative Action Office, or other University professional staff and facilities as determined. Resident will sign a confidentiality waiver granting permission for Residence Life staff to discreetly discuss issues and share information pertaining to the resident with the professional being seen.
8. RESTRICTION FROM DESIGNATED AREAS AND/OR FACILITIES. Residents found in violation of any established Housing policy or found vandalizing or abusing any facilities or equipment may be restricted from these areas, or prohibited from the use of the facility or equipment.
9. DISCIPLINARY TRANSFER. A staff recommendation for transfer of an unruly resident to another room/apartment, floor, or building will be implemented only upon approval from the Assistant Director for Residence Life. A resident may be removed from Housing for an interim period, pending resolution of a particular situation. All associated relocation costs are at his/her expense.
10. PROBATION. May be assessed by Housing and Residence Life for a specified period of time. Sanction may encompass a particular area or be applied within the Housing system. Resident is also informed that another violation may result in eviction.
11. NON-RENEWAL OF CONTRACT. Resident will not be allowed to sign a contract for the next academic year contract period, or a student may be released from an existing signed contract.
12. EVICTION. Any staff recommendation for eviction will be referred to the Assistant Director for Residence Life. A resident may not avoid a Notice to Quit Premises by not accepting the notice. The notice may be lawfully delivered or served in person, attached to the door, or mailed. The resident then has 72 hours to comply with the notice and to properly check out, unless otherwise implied. Financial penalties are instituted for all evictions.
13. PARENTAL NOTIFICATION. For minor students (less than 21 years old) the University reserves the right to inform his/her parents/guardians of pending disciplinary charges, sanctions, or decisions arising from an alcohol, drug, or other policy violation. All notification will be handled by the Campus Judicial Officer in accordance with FERPA laws.

Room and Apartment Assignments

Housing and Residence Life reserves the administrative right to consolidate, reassign or transfer residents from one building to another, from one apartment to another, or from one room to another for best utilization of the facilities, or at the University's sole discretion. If Housing initiates the move the resident does not pay the transfer fee, unless the move is related to disciplinary reasons. All that is required is a written statement from Housing staff to resident indicating reason(s).

Residents can be relocated as needed. No rent adjustment or compensation shall be claimed by a resident for minimal inconvenience or discomfort arising from remodeling projects or other necessary activities, provided such occurrences are remedied or completed within a reasonable time.

Transfers

SSH: Once assignments are made, no moves or changes between halls or rooms will be made during the first two weeks of each semester without explicit approval from Pro Staff and the Director of Residence Life.

SSH: Residents need prior approval from their Pro Staff member to move within the Housing system during the academic year. **The first move is free with any subsequent moves costing \$75 per move. The fee needs to be paid prior to the move. All moves must be completed within three (3) days of approval. Any unauthorized moves will result in an additional \$100 fee.** All moves must be done according to Housing policies and in coordination with designated Hall Staff. Residents moving to a new hall who do not check-out of their current hall appropriately will be charged for an improper check-out, as well as any additional cleaning and damage charges.

FSH: Transfer in Family Housing assignments are approved only as space becomes available and in order applications are received. Transfers are not scheduled during peak assignment periods which are April-August and December-January. Usually transfers are accommodated only if the apartment moved to is an "upgrade" (i.e., two-bedroom to three-bedroom; two-bedroom to Townhouse, etc.). A resident transferring from one apartment to another has no more than three days to complete the move. The resident has access to both apartments during this time with rent and utilities prorated for both (including the overlap days). If a resident requests to be transferred but turns down the offer twice, they will be removed from the transfer list and will not be able to submit another transfer request for six months. To transfer apartments a resident must:

- Be in "Good Standing" for no less than two (2) consecutive semesters, defined as: being current with rent and utility payments; maintaining a successful payment track record; and uninvolved in disciplinary matters or residential conflicts.

- Submit written request for an apartment transfer on the form provided at the Residential Facilities Office.

- Pay a \$150 transfer fee at the time the transfer is made.

- Any non-disabled resident occupying space in one of the limited number of modified accessible units available, will be asked to relocate to another space should a person more in need of that unit's unique facilities seek housing on-campus. No transfer fee will be assessed. Where possible, reasonable advance notice will be given.

- Resident agrees not to transfer possession of the apartment, contract, or sublease without prior written permission of the H&DS Office.

Private and Single Rooms/Roommate Vacancies

SSH: Private and single rooms are available in traditional-style halls. A limited number of private and single rooms are available in upper division/graduate housing in Aggie Village.

Where a room is occupied by two residents, each occupant will be charged the shared rate. Some rooms/apartments may become under-occupied during the semester. When a resident initially assigned to a shared room loses a roommate, and a vacancy occurs, the University may ask the remaining occupant to select one of the following options: 1) moving to another shared room with a current vacancy; 2) finding a new roommate of his/her choice; 3) accepting a new roommate provided by Housing; or 4) take the room as a guaranteed private, paying a pro-rated premium for the private room based on the resulting benefit of increased space and privacy for the rest of the semester. Residents who have paid for a shared space are not to occupy the other half of the room even if it is empty.

Residents will be notified to indicate their preference if they wish to keep their current room and pay for a private, or move and participate in the consolidation process. All consolidations are done as space becomes available after the second week of each Semester, and until approximately the fourth full week of each Semester. The University reserves the right to reassign residents for the benefit of the University, the resident and/or the residential community. Such efforts are necessary to ensure equity for all students regarding payment for private space.

Check-In Procedures

SSH: A student may take occupancy of the assigned space during established office hours, as indicated in the assignment information. Students arriving after office hours, over a holiday, or on the weekend must notify Housing personnel in advance so arrangements can be made. Without advance notification, it is the student's responsibility to secure overnight accommodations at his/her own expense.

Staff will be available to assist residents during check-ins, answer any questions, and direct residents to their assignment. Residents will be given a room and key inventory form for their room, pertaining to its condition. This is a permanent record in the resident's file regarding the check-in condition of their room. Be thorough, as this form will be used at checkout to assess damages that may have occurred. After the resident has verified the condition of their room, the form needs to be returned to Housing staff to receive the room/apartment key.

FSH: Family Housing residents report to the Housing and Residence Life Administrative Office at 1295 E. 1000 N., to check-in and pick-up apartment keys. Residents will receive Welcome Packet information and on assessment form regarding the check-in condition of the apartment. Verify its accuracy and return it to the H&RL Office. All requested corresponding family documentation (marriage, birth certificates, I-20, etc..) needs to be provided to the H&RL Office within three (3) working days of move-in.

Check-Out Procedures

It is important to properly checkout of your room/apartment to receive a security deposit refund. All personal belongings must be removed from your room/apartment and storage areas. Rooms/apartments must be thoroughly cleaned. Failure to make or keep a checkout appointment, or failure to properly complete all checkout and assigned cleaning procedures, will result in a fine of \$100. All Keys must be returned to Housing staff at check-out or the following fee(s) will be assessed: \$20 for bedroom keys; \$10 for mailbox keys; \$10 for card keys and \$10 for laundry cards. A minimum of \$30/ hour/custodian may be assessed to the resident's account for improper cleaning. Any resident who leaves without completing check-out procedures with a staff member will still be held financially accountable for the condition of their room/apartment and its furnishings, based on an inventory check-out conducted in their absence. Resident thus forfeits his/her opportunity to participate in any subsequent appeal process of assessed charges. All keys must be returned to Housing staff at check-out, or a **\$50 fee** per door lock will be assessed, halls with electronic card access will be

assessed a \$10 fee for a lost card. Information will be printed and posted detailing proper checkout procedures by your R.A. in single housing. Those living in family housing must schedule a check-out appointment by calling the Housing and Residence Life Administrative Office at 797-0282.

If you are not returning to Utah State University Housing, any appropriate refund of your security deposit will be processed through the Student's University Banner account. If the Student owes money of their University account, the deposit will be applied to these charges. If no amount is owed, the deposit will be refunded to the most current mailing address listed in Banner. Refunds are processed approximately four weeks after proper check-out. Keep the pink copy of the check-out inventory form for future reference. **Make sure Housing has a forwarding address in order to send any correspondence to you.** Also, complete a change of address form with the Post Office or at your Area Office. If you are an International Student, please contact the International Student Office and H&RL and let them know you are moving.

SSH: To checkout please call or sign-up with your RA 24 hours in advance. You must complete all required checkout procedures and be vacated by 5:00 p.m. the last day of finals. Failure to do so will result in an improper checkout assessment and a \$100 fine. All Keys must be returned to Housing staff at check-out or the following fee(s) will be assessed: \$20 for bedroom keys; \$10 for mailbox keys; \$10 for card keys and \$10 for laundry cards. forfeiture of your deposit. If the deposit was used to cover charges for cleaning or damages, a \$100 improper check-out fine will be imposed.

FSH: Call the Housing and Residence Life Administrative Office at 797-0282 to schedule a check-out appointment at least 24 hours before the date listed on the vacate form. If you are not able to be at the checkout appointment let Housing personnel know, leave your keys on the counter, and lock your door. Housing cannot guarantee that keys left in this manner will in fact be accounted for. Keys not returned will be assessed a \$50 per key/per lock charge. Inventory checkout will be conducted in your absence. You will also need to call Questar Gas (Aggie Village, Townhouses, West Stadium Villa) and Logan City (Townhouse and West Stadium Villa) to discontinue utility service based on your vacate date.

Keys/Lockouts

Keys

The resident is issued an apartment key, a bedroom key (where applicable), and a mailbox key at the time of check-in. At the time of check-out original room/apartment and mailbox keys not returned will result in a lock replacement fee, and all charges will be billed to the resident. **Keys returned after you depart or vacate will not be accepted, once the re-key has been completed.**

SSH: -Bedroom Key replacement fee is \$20 per door.

-TESA Key Card replacement fee is \$10

-Mailbox key replacement fee is \$10.

FSH: -Apartment/Room lock replacement fee is \$50 per lock

State of Utah law prohibits the duplication of University keys. If a key is duplicated or tampered with, the resident will be charged for the full amount of the lock change and will also face disciplinary sanctions. Unauthorized possession or misuse of University issued keys is also prohibited. **Residents must not loan or give out their keys to anyone. Keys are for the sole use of the resident to whom they are issued.**

Locks

Non-University approved locks will not be allowed on any resident's room or apartment door. Damage to or tampering with a University lock will subject the resident to disciplinary action and possible charges.

Lockouts

SSH: Go to your respective Area Office (Merrill, Richards, MVT, VVT, Lundstrom, MASA) or RA during posted office hours. A staff member will verify your residency and return with you to unlock your room/apartment. You will be charged \$1 at that time. After office hours, call the RA on-call number that is posted for your Area. Lockouts at this time will cost \$3. **These costs will not be waived.**

FSH: Tenants will be given a Lockout/Key Authorization Card to fill out with first lock out. Each card will specifically list each resident who has documented authorization to gain access to that apartment. You or your children cannot be let in otherwise. A resident child must be over 10 years old to be let in. Lockouts will incur a fee of \$1 each time for services rendered. **These costs will not be waived.**

Right of Entry

The University shall at all times retain legal ownership and ultimate possession and control of the resident's room/apartment, as well as all University property furnished or provided. University Officials reserve the right to enter and inspect and/or repair rooms/apartments whenever necessary to protect and maintain University property, protect the health and safety of residents, or to aid in the basic responsibility of the University regarding discipline and maintenance of an educational atmosphere. Access to a resident's room/apartment will be granted to any law enforcement officer including the Utah State University Police Department possessing a valid search or arrest warrant.

Housing and Residence Life reserves the right to enter the apartment without prior notice during reasonable hours to provide requested routine or preventative maintenance, service, repairs, improvements, or inspections. Residents should be aware that when placing their request or Work Order that the hours between 8 a.m. and 4:30 p.m. have been designated as reasonable hours. Requested work will be completed within two working days on most occasions.

In situations that are not an emergency, Housing personnel will try to schedule or give reasonable advance notice prior to entry so that the resident may be present.

Area Meetings

Floor/Hall/Area Meetings

SSH: Residents may be required by Housing Staff to participate in community meetings, mandatory educational programs, floor/hall/area meetings, and safety drills. Noncompliance may result in a minimum \$10 fine.

New Resident Orientation

FSH: Residents will be required by Housing Staff to attend a mandatory new resident orientation. Although couples are both encouraged to be present, at least one adult family member must attend.

Health and Safety Issues

Utah State University Student Code

The resident must comply with the Utah State University Student Code, Housing contractual rules and regulations, and city, county, state, and federal laws regarding health and safety. Upon proper notice, the resident shall comply with all requests from Housing pertaining to the correction of health and safety violations in or around the room/apartment/facilities, including services for pest control. If the resident refuses to comply, Housing reserves the right to enter the premises, confiscate a prohibited item and relocate it to storage and initiate disciplinary action to correct the violation.

Cleanliness/Sanitation/Safety Regulations

For health and safety reasons, Housing requires that the resident maintain the premises and its equipment in a clean and orderly condition. These responsibilities include:

1. Residents share in the proper care, cleaning, and use of community areas and facilities, including stairs, stairwells, lounges, laundry rooms, patios, and balconies.
2. Keep your room/apartment clean. Dispose of all trash and garbage in the outdoor dumpsters provided.
3. Do not leave bags of garbage or trash in a stairwell, sidewalk, or adjacent to dumpsters. Residents shall not sweep trash from inside to outside of the apartment or throw dirt, trash, garbage, or waste from windows or balconies.
4. Keep stairwells, landings, ledges, and patios clean and free of clutter from furniture, toys, bikes, baby strollers, boxes, flower pots, etc. Personal belongings left in stairwells will be tagged and removed after 48 hours.
5. Do not shake rugs and dust mops from patios and balconies.
6. Littering, according to State of Utah laws, merits a \$299 fine. Improper disposal of trash, garbage, cigarette butts, and personal household items are considered littering.
7. Screens must be in the windows at all times; a maintenance fee of \$50 will be assessed for violations. Combine #8, #9, #10
8. Residents and guests are prohibited from accessing spaces not intended for public use in Housing areas such as balconies, roof tops, maintenance rooms, and window ledges. Furthermore, residents and guests may not enter or exit a building by way of a window; hang, climb, rappel, or jump on or off any building. Additionally, residents and their guests may not throw, drop or hang items from a window or ledge – this is absolutely prohibited. Failure to abide by these policies may result in minimum of a \$50 fine for each infraction.
9. Water fights are not permitted inside any buildings. A fine of \$30/hour will be assessed for cleanup costs to any resident(s) who violates this policy.

Residents in SSH are required to pass at least one cleaning and safety checks per semester. Safety inspections are performed in FSH on a semesterly basis. RAs will try to notify resident of dates and expectations for room checks and safety inspections at least one week in advance.

Fire Safety

Each resident must be alert to the danger of fires. The following items or actions can represent a potential fire hazard and are therefore prohibited. A minimum \$25 fine may result for each prohibited item discovered by staff, with fines escalating for repeat offenses.

1. Incense and incense burners
2. Candles and other open flame items are expressly prohibited campus-wide unless authorized by the University Fire Marshall. Decorative candles may be displayed but are strongly discouraged. Wicks must remain white and unburned. Candle warmers are prohibited as per the State Fire Marshall.

Candle usage may be requested to the University Fire Marshall for:

- theatrical or other entertaining arts performances
- dining and food services areas
- special religious ceremonies
- other purposes as may appear necessary

3. All coiled resistance units (such as hot-plates)
4. Halogen bulbs are prohibited
5. Space heaters or other portable-heating units, unless provided by Housing
6. Inappropriate indoor storage of flammable liquids
7. Installing plastic or paper liners in and around apartment stoves.
8. Taping or hanging material from smoke detectors or fire extinguishers.
9. All electrical appliances and cords must meet UL (Underwriters Laboratory) safety standards. UL-approved power strips must be used when more than two electrical items share an outlet. The Utah State University Fire Marshal highly recommends purchasing extension cords manufactured by Fire Shield (available at Wal-Mart for under \$10) which senses damage caused by overload, overheating, pinching or aging and shuts off the power in 25/1000 of a second if a dangerous condition is detected.
10. Grilling on BBQs within 25 feet of any housing building. If your grill uses propane the tank cannot be stored on your porch or in your room/apartment.

Fire drills or fire safety programs are conducted by the University Fire Marshal and Residence Life staff to ensure that residents are familiar with emergency evacuation procedures and general fire safety. When requested or mandated, all occupants must immediately evacuate a residence hall.

Interfering with or noncompliance will result in disciplinary action, including a \$100 fine. Residents are also required by the Fire Marshal to keep hallways, stairwells, and balconies clear of obstructions at all times, to facilitate proper access and egress.

Fire Extinguisher

A fire extinguisher is located in all apartments on the kitchen wall. In traditional housing the extinguisher is located in the hallways on each floor. If the extinguisher is discharged while putting out a fire, promptly notify the Residential Facilities Office. If it occurs after-hours or on weekends, immediately notify the Utah State University Police at 7-1939. The extinguisher will be replaced immediately at no cost. Extinguisher must not be rehung or relocated after discharge.

Fire extinguishers or other equipment can only be discharged in an actual fire emergency. Starting fires, tampering with or misuse of fire safety equipment, or falsely reporting a fire may result in criminal prosecution.

Fire extinguishers are checked by the University Fire Marshal at least annually. If an extinguisher is found to be empty, tampered with, relocated, or missing, the student apartment will be charged \$50 for recharging and/or replacement. Periodically inspect the fire extinguisher gauge to be certain it is properly charged. If the needle indicates that it is undercharged or overcharged, call the RF Office immediately for replacement.

FSH: The RA's will demonstrate how to use the fire extinguisher if needed during New Resident Orientation.

Smoke Detectors

Smoke detectors are located in all Housing facilities. When the detector is activated, it will make a loud, piercing sound. When the detector beeps intermittently, the batteries need to be replaced. It is the resident's responsibility to report to Residential Facilities whenever the smoke detector is inoperable or batteries need to be replaced.

Excessive amounts of smoke from cooking, or steam from the bathroom, may activate a smoke detector. If your smoke detector is really sensitive notify Residential Facilities.

Any smoke detector problems after 4:30 p.m. or on weekends can be directed to our On-Call Maintenance staff, and will be handled as quickly as possible. Calls can also be left after-hours on the dispatch voice mail at Residential Facilities and will be handled the next morning. Please leave your name, apartment number, time of call, and current problem with the detector.

If Housing staff determine that the smoke detector and/or battery has been removed, tampered with, or is inoperable and has not been reported, the student will be charged \$75. If there is a second violation, the student will be charged \$100 and appropriate sanctions imposed.

Fire Sprinklers

Many Housing buildings have been retrofitted with fire sprinklers. It is critical that residents not tamper with the sprinkler systems, especially the sprinkler heads. The water in the sprinkler systems is under tremendous pressure and a damaged sprinkler head or pipe can lead to significant damage to both the building and resident's property. The resident will be responsible for all damages caused to Housing facilities by breaking/or tampering with a sprinkler head. Housing is not responsible for any damage or losses that occur because of sprinklers being activated for any reason. Housing strongly recommends residents seek insurance for their personal property (see pg. 27).

In Case of Fire

Before a fire:

Know the escape route and meeting location your RA has designated for your area. A smoke detector can wake you, but only an escape plan can save you. All residents should recognize the alarm signal and how to respond. In the event that you hear a neighbor's smoke detector ringing for an extended period of time, contact the fire department first and the Housing Residential Facilities Office next, or after hours On-Call Maintenance.

If a fire occurs:

Grab your keys (if possible) and walk to the nearest exit. Most smoke and dangerous gases rise, so keep your body low and move quickly. If necessary, crawl so you do not breathe the smoke.

If you suspect a fire, touch the door or handle with the back of your hand before opening it, with your hand covered for protection. Intense heat, deadly smoke, or gas may be on the other side. If it is not hot, open it cautiously a few inches to check the other side for heat, smoke, or flames. Keep your body out of the opening doorway and be ready to slam it shut if any heat or smoke appears.

Do not waste time getting dressed or gathering valuables. Get out of the building immediately.

Call the Fire Department from OUTSIDE the building. Dial 911 or call the University Police Department, and report the location of the fire. Stay on the telephone until instructed to hang up. **Alert other room/apartment occupants, if possible.**

Carbon Monoxide

Carbon Monoxide (CO) is a colorless, odorless, poisonous gas produced by burning fuels such as natural gas, propane, kerosene, wood or charcoal with an inadequate air supply. When inhaled, CO interferes with the normal supply of oxygen to body tissues. High concentrations of CO over long periods of time can cause serious side effects, and even death. Symptoms of CO exposure include headaches, nausea, dizziness and weakness, breathing problems, and blueness around the lips or eyelids. If you have these signs and symptoms, immediately leave the area and find a source of fresh air.

Carbon monoxide can occur when gas kitchen stoves and grills are used for home heating. It can be produced by blocked chimneys and vents, or faulty and improperly installed gas appliances. Carbon monoxide can also collect when fuel-powered equipment is used in the home without proper ventilation.

Personal CO detectors are available on the retail market. However, Housing has neither tested them nor endorses any particular brand. Residents who do purchase their own detectors are advised to invest in good quality units which are Underwriter's Laboratory (UL) approved, and to use and service these detectors in accordance with the manufacturer's recommendations. If you suspect a CO problem, call RF Office as soon as possible.

Smoking

The "Utah Indoor Clean Air Act" (1995) states: "a person may not smoke in a building, or portion of a building that is owned, leased, or occupied by the state or any state agency." Utah State University is a state-owned agency; therefore, all Housing property is subject to this act. Housing can levy fines in the amount of \$25 for failure to comply, and/or seek eviction.

Smoking outside must take place a minimum of twenty-five (25) feet away from any building entrance, exit, air-intake, and windows that can be opened. Used cigarettes must be properly disposed of and not left on the grounds. Improper disposal is considered littering and could result in a fine of \$299.

Substance Abuse Violations Alcohol/Drug Policy and Sanctions

The Utah State University Student Code prohibits possession, consumption, sale, distribution, manufacture, or storage of any alcoholic beverage (including beer) on University property, both single and family housing facilities. Housing regulations further prohibit possession or storage of full or empty **alcoholic beverage, bottles/containers/receptacles, as well as brewing kits and neon advertising materials. These prohibitions apply equally to all residents regardless of age.**

Possession and/or use of any controlled substance without a valid prescription is illegal. Sale, manufacture, and/or distribution of all controlled substances are illegal as defined by United States and State of Utah laws. Alcohol and drug violations are subject to investigation and/or prosecution by University, local, and/or other law enforcement authorities. Residents are responsible for their own behavior and that of their guests. All alcohol and drug incidents will be documented by Housing staff, with copies placed in the resident's file. Possession of alcohol or drugs, or any violation of University or Housing policy while under the influence of alcohol, drugs, or intoxicants, constitutes an alcohol/drug violation. Residents choosing to violate these policies must accept the consequences for their actions. The presence of prohibited items can be construed as evidence of use, consumption, and/or trafficking, or at least an aggravating factor connected with illegal activity. Consumption of alcohol on-campus at Utah State University is strictly prohibited. No first-offense warning will be given. **Housing will enforce a zero-tolerance policy concerning consumption of alcohol by minors, as well as all illegal drug use.**

NOTE: Under recent revision of FERPA, the University may elect to contact the parents of students under 21 involved in alcohol and/or drug violations.

First Offense:

Alcohol violations by those age 21 or older will result in a **minimum** sanction of:

- Documentation by Housing Staff; copy kept in resident's file;
- Meet with Housing Staff to discuss violation and review policy;
- Written warning kept in resident's file;
- Notification sent to Campus Judicial Officer;
- Possible referral to the Student Wellness Center (SWC) for assessment and education; all testing fees are the responsibility of the resident involved.

Second Offense (of age)/First Offense (minor):

Alcohol violations will result in a **minimum** sanction of:

- Documentation by Housing Staff, copy kept in resident's file;
- Meet with Housing Staff to discuss violation, review policy for clarification, and issue sanction of probation;
- Notification sent to Campus Judicial Officer
- Referral to Student Wellness Center for assessment and education; all testing fees are the responsibility of the resident involved;
- All file copies forwarded to Assistant Director of Housing.

Third Offense (of age)/Second Offense (minor):

Alcohol violations will result in a **minimum** sanction of:

- Documentation by Housing Staff; add to file; all file copies forwarded to Assistant Director;
- Meet with Assistant Director to discuss violation, review policy, issue sanction, and discuss option of eviction and associated consequences.
- Referral to Campus Judicial Office

Next Offense:

Alcohol violations will result in immediate eviction from Housing and Residence Life for a period of at least one year.

Rape/Sexual Harassment/Sexual Assault

Utah State University will not tolerate sexual harassment and/or assault in any form, including acquaintance rape. Sexual assault includes unwelcome sexual advances, requests, favors, verbal or physical contact, implicit or explicit conditions or terms placed on employment or education which have the effect of interfering, intimidating or creating a hostile or offensive environment. Sexual harassment is defined under the Utah State University Policy Number 339, Utah State University Policy Manual, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a student's academic success.
- b. submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individuals.
- c. such conduct unreasonably interferes with an individual's work or academic performance or creates an intimidating, hostile, or offensive working or learning environment.

Sexual harassment may include, but is not limited to: (1) continued or repeated verbal abuse of a sexual nature; (2) repeated offensive sexual flirtations, advances, propositions; (3) graphic verbal commentaries about an individual's body; (4) sexually degrading words used to describe an individual; and (5) sexual assault/violence.

Where there is probable cause to believe that the campus policies regulating sexual assault and/or harassment have been violated, the campus will pursue strong disciplinary action. This includes suspension or expulsion from the University.

Needles/Sharps Disposal

Housing urges those residents using needles or syringes for valid medical reasons to purchase EPA-approved Sharps Disposal containers for proper disposal. Use those made specifically for bio-hazardous medically contaminated wastes like needles. Some halls have installed them in common bathroom facilities. Do not throw used needles in household garbage.

Pet Policy

Potential health and sanitation problems dictate that pets of any kind, other than fish in an aquarium, are **NOT ALLOWED**. Possession, care, or harboring of all animals, except fish, is prohibited in University Housing or adjacent grounds. A fish is defined as a legless, cold-blooded, aquatic vertebrate animal with gills, fins and scales. There is a 20-gallon size limit on fish tanks or aquariums. Visitors are not exempted from this regulation.

Housing and Residence Life works closely with the "Aggie Cat Service" program on campus. This feral cat management program involves the trapping, spay/neuter, vaccination and release of all feral cats on campus that are deemed unadoptable. This approach to feral cat management ensures that cat colonies are healthy, low in number, and available to assist with campus rodent control. In support of a successful feral cat management program, residents are requested not to feed any feral cats. Residents interested in volunteering with this program should contact their Pro Staff member for more information.

Sight-and hearing-impaired students often have certified service assistant animals that live with them. However, written approval must be granted by the Utah State University Disability Resource Center and/or Utah State University Counseling Center to house a service or companion animal. Resident may obtain detailed information regarding the Utah State University Service Animal Policy from the Disability Resource Center.

Residents should not provide food or shelter to any animal. All stray animals will be reported or released to Utah State University Police officers (7-1939).

Violation of this policy will result in an automatic \$50 fine and immediate removal of the animal by the resident. An additional \$100 fine will be assessed and eviction proceedings initiated if the animal has not been removed within the 3-day period. A notarized statement signed by the resident must be turned into the Housing Office regarding the permanent relocation of the animal from our premises.

Weapons: Firearms/Fireworks/Explosives

Possessing, discharging, or using any firearms, ammunition, explosives, firecrackers and fireworks, toxic chemicals, paintball guns, or any item that has the appearance of a weapon or firearm or other potentially dangerous weapons are absolutely prohibited on or within all Housing property unless you are authorized to do so. Items will be confiscated and resident fined \$100. Possession and/or explosion of fireworks can be construed as a Class C misdemeanor subject to additional fines up to \$500. **Firearms and ammunition may be stored only off-campus or in an arms storage cabinet at the Utah State University Police Department**, where access is available on a 24-hour daily basis.

Security/Renters Insurance

It is the resident's responsibility to keep their door(s) locked at all times to secure their room/apartment. Residents should carry their key with them at all times. Propping doors open after they have been locked is prohibited. All thefts of personal property should be reported immediately to the University Police and the Residence Life Staff.

Utah State University will not be liable for theft or damage to personal property. Utah State University will not be responsible or liable for any damage or injury of any kind including loss of personal property, death, or bodily injury to a resident, or to a guest of a resident. Any claims for damage or injury arising from a resident's own negligence is hereby expressly waived and Utah State University and its employees are released from any and all liability for such injury.

To have protection from the possibility of property losses or personal injury, residents are strongly encouraged to have their room/apartment property and personal belongings insured. Establish individual coverage or check your parent's existing homeowners policy for coverage options. Personal possessions should be marked and engraved with names and drivers license number.

Renter's insurance can be purchased through most local insurance companies, or contact National Student Services, Inc., Post Office Box 2137, Stillwater, Oklahoma 74076-2137, or access their website at www.nssinc.com.

Good Neighbor Policy

Good neighbors respect the right and privileges of others and recognize that apartment living requires each resident be aware of how their behavior affects other residents. Residents agree to refrain at all times from creating loud noises and other disturbances that may adversely affect the neighbors of reasonable sensitivity. Any impacted resident is empowered to request that another resident lower an affecting noise level at any time.

To ensure a quality experience for all residents, Housing and Residence Life observes Courtesy Hours 24 hours a day, supplemented by special Quiet Hours. During Quiet Hours all residents agree to keep themselves, visitors, and guests from any unreasonable behavior that would interrupt their neighbors' sleep or study. Unreasonable noises and disturbances at all times include, but are not limited to:

1. Loud volume radios, television, stereos, vacuums, pianos, musical instruments of other amplified, mechanical or electronic equipment (including voice, computer games, or electronically enhanced equipment).

2. Excessive and loud behavior such as jumping or pounding in the apartment, loud noise in and around common areas, parking lots, laundry rooms, community centers, balconies, stairwells or lobbies.
3. Belligerent conduct that includes verbal or physical threats, brandishing of weapons or objects that can be construed as weapons, derogatory racial or ethnic comments.

Residents agree to abide by Utah State University Policies and Procedures, Student Code, and all applicable state and local laws and ordinances. Residents can be fined \$25 for each occurrence of non-compliance. Throughout Finals Week, 24-hour Quiet Hours are in effect and will be enforced with a \$50 fee for non-compliance.

Also should residents, their family members, visitors or guests be involved in any violation or allegation of a violation of the Good Neighbor Policy, the resident agrees to participate in mediation or arbitration and will allow a Housing representative to act as arbitrator. Further, residents agree to abide by any decisions made as a result of these events, including moving to another apartment or room within on-campus Housing.

SSH: The following Quiet Hours are established for Single Student Housing:

- Sunday - Thursday 10 p.m. - 8 a.m.
- Friday and Saturday Midnight - 8 a.m.

FSH: The following Quiet Hours are established for Family Student Housing:

- Sunday - Thursday 9 p.m. - 8 a.m.
- Friday and Saturday – 11 p.m. - 9 a.m.

Guest Policy

Residents are held responsible for the behavior, conduct, and safety of themselves and their guests at all times. It is the resident(s) responsibility to maintain a secure room/apartment environment and to prevent its unauthorized use. Unauthorized occupancy may result in termination of the contract. The following provisions also pertain to all guests:

- Host extending invitation must be present during the guest's stay.
- Host assumes responsibility for all the guests' actions, damages and violation of rules whether host is present or not during an incident. Guest(s) will be subject to immediate eviction if his or her behavior is deemed inappropriate.
- Guest(s) must adhere to all federal, state, and local laws, and University and Housing policies.
- Host must not loan or give out their keys to anyone. Keys are for the sole use of the resident to whom it is issued.

SSH: Guests are welcome provided they are acceptable to **ALL ROOMMATES, AT ALL TIMES**. Guests may not stay more than three (3) consecutive nights. Overnight guests of the opposite sex are prohibited. Guests are not to infringe upon any roommate's right to have full access to his/her room, and roommates are not to be displaced. Residents have the right to sleep in their room, the right to study in their room, and the right to socialize in their room (in that priority order). Hence, if one resident wants to sleep and the other wants to have friends over, the right to sleep will always take precedence over the right to socialize. Resident living in Mountain View or Valley View Tower must escort any guest(s) coming into the building after 10 p.m.

FSH: Visitation periods beyond three (3) days must be approved in advance and in writing by the Area Coordinator or designee. Failure to register guests with Area Office staff will result in a \$100 guest rental fee for any unauthorized company. Guest need to obtain a "Guest Parking Permit" from the MASA office.

Children

FSH: The resident is financially responsible for the actions of children and/or dependents that occupy his/her apartment. Parents must respect the rights and property of others, and protect the safety of their children. The University is not liable for accidents that may occur to children. **Children are to be properly supervised at all times.** Neglect of parental responsibility can result in notification of the State of Utah Human Services Office. All incidents of child abuse and domestic violence will be handled in accordance with pertinent laws.

Child Care

FSH: Residents are strongly advised that if they engage in childcare services they must comply with city and state child care licensing ordinances. Residents with children assume the entire risk for using any childcare services, licensed or unlicensed. **Housing and Residence Life does not endorse or support private childcare providers simply by posting the availability list for a resident's consideration.** Contact USU Child Care Resource and Referral for assistance at 7-1552.

Play Areas

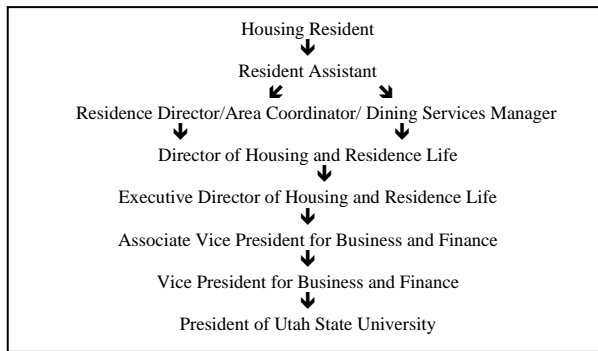
FSH: Play areas and equipment are provided in family apartment areas and Mobile Home Park courtyards, and a few SSH areas. This equipment is unsupervised and the University assumes no responsibility for use of these facilities. Parents are required to supervise their children while in the play areas. Parents are responsible for damage to equipment and/or grounds caused by their children.

Resolving Differences

Disagreements or differences between residents should be resolved, if at all possible, through direct communication between the residents involved. If differences cannot be resolved after contacting the disagreeing party, seek help from your RA or another staff member.

Appeals and Grievance Procedures

We recommend using the proper chain of command to resolve disputes that have escalated beyond your control. Generally you can follow the steps listed in the chart below for forwarding problems, filing appeals and grievances, or addressing issues pertinent to you as a resident.



Commercial Endeavors

Housing rooms/apartments/facilities and mobile home lots are rented as student housing, and commercial endeavors are prohibited whether for profit or not. Absolutely no door-to-door solicitation is permitted in or on Housing facilities without prior written authorization from the Housing Assistant Director for Residence Life. A commercial endeavor is a business and can be classified as:

- A showplace, location or advertising headquarters for a product (including website or voicemail).
- A place for producing a product.
- A storage area for a product to be sold.
- Taking orders for products.

Students cannot use University addresses, phone numbers, or email accounts to advertise a commercial business. Also, products cannot be shipped to a University address for distribution to customers.

Child care services and newspaper delivery are allowable commercial endeavors.

Solicitation/Canvassing

Solicitation is defined as the sale, or offer for sale, of any property or service. Solicitation also includes the recruitment of a person for any organization or business. A resident must notify Housing or Campus Police if solicitors or salespersons are on the premises. All posted advertisements (banners, flyers, posters, etc.) must have our prior authorization. Housing may elect to approve distribution of materials or information from student organizations or campus departments (including door-to-door dissemination) which it deems of importance or relevant to residents.

Computers

Misuse of Housing-provided computer labs, e-mail terminals, computers, or in-room lines or connection is prohibited, including but not limited to: unauthorized entry into and/or transfer of a file; unauthorized use of another individual's identification and password to use, read, or change contents of a file or account; use of computing facilities to interfere with the work of another student, faculty member or University official; use of computing facilities to send obscene or abusive messages; use of computing facilities to interfere with normal operation of the University computing system.

FACILITIES

Residential Facilities Staff

Residential Facilities staff responding to maintenance calls are to do the following:

1. Wear designated Housing and Residence Life badges during working hours to ensure official and immediate identification.
2. Knock loudly on the door of the room/apartment, wait 30 seconds for response, then knock again louder. If there is no answer or indication that someone is home, they unlock and open the door about six inches, loudly announce themselves as Housing Maintenance and call out to see if anybody is home. If there is still no response, they are to proceed into the apartment and do the work that is needed or requested.
3. If they unintentionally walk in on someone, they will step back outside the apartment and wait for an invitation to enter.
4. Wait for a parent or babysitter, if a child answers the door.
5. Clean up after a job is completed, including turning off lights and locking doors.
6. Report any breakage or damage beyond normal wear and tear. Residents are responsible to pay for such damages.
7. Leave a Service Card stating time of entry and work performed while in the room/apartment.

Residents may be surveyed by phone after work is performed to insure resident is aware request has been completed and is satisfied.

Reporting General Maintenance and Emergencies

A spirit of cooperation should exist between residents and Housing in reporting and making repairs to the rooms/apartments and grounds. Every effort will be made to make repairs to Housing property within two working days after the resident reports a problem. Emergencies are handled as soon as possible.

Routine Problems

Residents should report all safety hazards, damages, and needed repairs for rooms/apartments and grounds to the Housing Residential Facilities Office. Routine hours are normally from 8 a.m. to 4:30 p.m. Monday through Friday, except holidays. Residential Facilities daytime telephone number is 797-3117. Non-emergency requests may be left on voice mail for next day services.

Emergency Problems

The on-call Residential Facilities person is authorized to respond to and handle all emergency problems. After hours situations are responded to by phoning on-call maintenance at 770-0699. For emergencies that include police, fire, and ambulance, dial 911 or call 797-1939.

Preventative Maintenance Checks

Residential Facilities personnel reserve the right to enter and inspect rooms/apartments/facilities on a semesterly basis to determine adherence to the following standards, and perform preventative maintenance as needed:

- Fire or safety hazards, including smoke detectors, fire extinguishers, and CO checks
- General cleanliness and housekeeping standards
- Pest control
- Occupancy
- Inventory of equipment and furnishings
- Appliances, including water heaters and furnace filters (as applicable)

Residential Facilities staff is normally accompanied by RA staff on preventative maintenance checks. Follow-up may be conducted by a RA or other Housing staff to either monitor compliance with any citation, or ascertain resident satisfaction with work performed. If cleanliness or housekeeping standards are not met to the satisfaction of Housing staff, a minimum charge of \$30 per hour/per custodian can be assessed to each resident for subsequent cleaning. Repairs will also be initiated as needed.

Care of Furnishings, Equipment, Premises

1. Residents are responsible for general care of the room/apartment and of all furniture and equipment provided inside or exterior to the room/apartment.
2. Initial inspection and inventory of the room/apartment and its furnishings must be made upon occupancy by completing the "Furnishings and Key Inventory" (**SSH**) or the "Inspection Agreement of Acceptance" form (**FSH**). It is retained in the student's file, and will be the recorded basis for determining damage, loss, or cleaning charges assessed during or at termination of residency.
3. Charges are usually assessed for labor and/or materials at a cost of \$30 per hour. Any costs resulting from extra cleaning, repairs, or replacements associated with damages, including normal wear and tear, may be assessed as determined.
4. Any breakage, damage, and need for general maintenance and repairs must be reported to the Residential Facilities Office, 797-3117. The University will make all repairs within a reasonable time. Resident will incur repair costs if damage is due to negligence, carelessness, or misuse by self or visitors. **Damage assessment does not necessarily constitute immediate replacement.**
5. University carpets in Family Housing may be scheduled for cleaning by calling 797-3117. Requests for carpet cleaning more than once a year will be charged. Requests will not be taken prior to vacating an apartment.
6. Billing for Damages: Individuals will be charged for defacing or vandalizing Housing and Residence Life facilities or equipment. However, if the individual(s) responsible for damage cannot be identified, or will not come forward, these unattributed and avoidable damage(s) to public or common areas, the building exterior, or immediately adjacent grounds will be assessed and divided as a separate charge per resident. Damages resulting from careless, willful, or malicious actions, including the consequences of food fights, horseplay, pranking, or indoor athletics, will be absorbed by the responsible parties or collectively billed at termination of occupancy to residents of that Area. Because all members of the community are responsible for their living environment, we bill all members equally. As a community member, it is your obligation to report any person(s) responsible for damages(s) in your community to Housing staff. Each resident should exercise their influence in the community to prevent damages. In each case, reasonable efforts will be made by Housing staff to determine actual responsibility. Non-involved residents should strongly encourage those responsible to come forward and accept accountability.
7. Payments for damages must be received by the 1st day of the following month after the fee is assessed.
8. **SSH:** Furniture, equipment and recreation tables in common areas, lounges and study areas may not be removed from their original location. Furniture may be rearranged but must be returned to original locations after use. Violations are subject to a minimum \$50 relocation fee.
9. Only mini-refrigerator/freezers or Micro Fridges® that require 1.5 of power usage or less are allowed.

Pest Control

General Exterminator Service

The resident must notify the Residential Facilities Office if there is an insect problem. Exterminator service will be scheduled with a local provider, and is usually available at no charge to residents. However, if a resident's lack of cleanliness is a contributing factor of an infestation, the resident could be billed for their own and neighbors' extermination costs. If it is determined that there is a major problem, all apartments in a localized area will be sprayed and treated together. Residents cannot opt out of spraying once it is determined necessary. Residents should remove themselves from the sprayed area for several hours afterward as a routine safety precaution.

Suggestions for Residents

Many insect problems can be addressed by practicing good housekeeping techniques and occasionally doing additional spraying to reduce and control bugs and insects. The following suggestions are helpful:

1. Purchase a trash can with a tight-fitting cover and use plastic liners.
2. Do not leave dirty dishes or food on countertops or in sinks overnight. This is when insects feed.
3. Store open food containers (cereal boxes, etc.) in plastic bags, containers, or in the refrigerator.
4. Do not use contact paper in cabinets. Insects feed on the sticky backing.
5. Do not let paper bags or newspapers accumulate. Insects nest in these areas.
6. Keep all floors clean and free of food crumbs.
7. Buy professional strength insect spray and apply to the following areas where moisture may appear: behind the stove and refrigerator; the top and bottom edge of all hollow doors; in closets; and under sinks or around heating and plumbing pipes protruding from walls. These sprays are very effective when used properly and safely. **Read and follow all label directions carefully and use reasonable caution when applying these sprays to avoid contact with skin or food. Avoid inhaling these vapors in enclosed areas.**
8. Do not store damp rags or sponges in dark closets. Store all brooms and mops with the handle down.

9. Do not allow grease to build up on stovetops, burners, or in the oven.
10. Do not leave dirty clothes on closet floors or in corners.
11. Once every three months, move all major appliances-refrigerator, stove, washing machine-and thoroughly wash the floor and wall behind them. Spray before replacing appliances.
12. Note any physical conditions in the building that might be causing insect problems. Call the Residential Facilities Office if your apartment has previously been sprayed and insect problems still persist.

Box Elder Bugs

Box Elder Bugs are considered an abundant nuisance pest in Utah. Adult Box Elder bugs winter in protected indoor sites. They emerge on warm winter days, returning to shelter as temperatures drop at the end of the day. They emerge in mid-spring to lay eggs and complete their life cycle. Chemical control is of questionable value because Box Elder bugs are quite resistant to most insecticides. The bugs are not feeding indoors, and household formulations are less effective than the stronger pesticides used outdoors. Even those bugs that can be killed are soon replaced by the numerous flying adults moving in or emerging from sheltered areas. Unfortunately, Box Elder bugs are here to stay and must be tolerated. Applied force may be the only viable means of extermination, albeit messy.

Mice

During Fall and Winter month's mice migrate indoors. The resident is responsible for buying and setting any traps to effectively solve this problem.

Mold

Mold can be found in virtually all indoor and outdoor environments. All mold growth can be linked to moisture. The key to preventing mold from becoming excessive and causing building damages or aggravating allergies is to control excessive moisture. Should you notice mold growth the tips below may be helpful:

- Promptly report all leaks to Facilities at 7-3117.
- Keep heat registers and air returns/vents open and unobstructed.
- Keep your apartment warm (at least 70 degrees) in the winter.
- Once a week open at least two windows in your apartment for at least five minutes (yes even in the winter).
- If your apartment has a bath and/or a kitchen exhaust fan use it while cooking or showering and then let it run for 10-20 minutes after you are finished cooking or showering.
- If condensation forms on your windows or window sills in the winter, wipe it up.
- Avoid use of a humidifier.
- Never dry laundry in your apartment.
- Clean small patches of mold as they appear.

If you have reoccurring mold growth use common sense to determine where the moisture is coming from and then take steps to minimize it. Most reoccurring mold issues can be solved by increasing ventilation and/or reducing humidity. If you are unable to address mold growth on your own please contact Facilities for further information/suggestions for preventing mold growth. Also the EPA has some useful information on their website at <http://www.epa.gov/mold/moldresources.html>.

Roofs

Residents, including children, are prohibited from being on any roof in Residential Facilities at any time. Antennas and satellites dishes are strictly prohibited on roofs or sides of buildings, and will be removed without notification and the resident charged for damages. In the event an item needs to be removed from a roof, call Residential Facilities at 7-3117.

Trash Disposal

Dumpsters are provided by the University. Disposal trucks operate several times a week. Dumpster lids must be kept closed for sanitation reasons. Trash left outside the dumpster will be considered littering and will result in a fine of \$299. Dumping of oil and grease in dumpsters is prohibited by state and federal laws.

Storage

Personal storage space is extremely limited in each room/apartment/building. **Absolutely nothing is to be stored in the furnace closet in each apartment that has one.** The door to this furnace closet must be unblocked and accessible to Housing Staff or emergency personal at all times. All stairs and stairwells must be kept clear at all times to provide completely clear exits. Furniture, garbage, boxes, baby strollers, newspapers, plants, bicycles, children's toys, etc., are especially hazardous and cannot be left in stairwells. Vehicles, including motorcycles and mopeds, cannot be parked in stairwells or on patios at any time.

FSH: An outdoor, fenced storage compound in the Mobile Home Park is provided for residents at a nominal monthly fee. Upon termination of occupancy, all articles must be removed from the compound, or they will be considered abandoned property, and removed. Anyone interested in renting a space needs to contact the Housing and Residence Life Administrative Office.

Abandoned Property

Items left in any public or common space (including stairwells) in or around a housing facility can be "red tagged" as a potential fire hazard, safety risk, and/or unsightly obstruction. The owner will have 48 hours to relocate or remove the item(s). Otherwise, Housing staff will remove and impound the item(s), and consider the property abandoned. Any personal property abandoned in a vacated apartment or elsewhere within or on the premises will be relocated to the Housing Warehouse for a period of 30 days. The unclaimed property will then be disposed of or donated to charitable organizations. Relocation and/or storage costs will be assessed. Housing and Residence Life will not be responsible for damage or loss of any personal property left or abandoned on Housing premises.

Remodeling of Facilities

The University reserves the right to close a Housing facility or a portion thereof for maintenance, custodial, cleaning, remodeling, or other purposes. Remodeling of housing units may occur during the academic year in close proximity to residents. Residents can be relocated as needed. No rent adjustment or compensation shall be claimed by a resident for minimal inconvenience or discomfort arising from remodeling projects, reasonable repairs, or other activities necessary to housing provided such occurrences are remedied or completed within a reasonable time.

Approved Products and Methods for Fastening Decorations in Rooms/Apartments

3M Command adhesive products are the only products that have been approved by Housing for use in securing posters, pictures, and other decorations to walls and other surfaces in student housing. 3M Command products are available in a range of sizes and styles and can be purchased at the USU Bookstore or local stores. When used as directed, 3M Command products can be applied and removed with no damage to walls and other surfaces.

Upon move-out, students are encouraged to leave fastening devices in a place for Housing staff to remove. Housing assumes full responsibility for any damage incurred during the removal of a 3M Command product when removed by Housing staff. Students may choose to remove or relocate items at any time, but will be responsible for all damages that occur as a result.

Decorations should not be fastened to the outside of windows or buildings; on ceilings, sprinkler system heads or attached soffits; or on window coverings. Students may not use nails, screws, tacks, glue, stickers, masking tape or other unapproved items to fasten decorations to walls or other surfaces. Additionally, students may not make use of any permanent types of decoration, such as paint, wallpaper, chalk, or any treatment that cannot be easily removed without causing damage. Any such damage will incur a minimum charge of \$10.00 for each instance.

Note: This policy is not an endorsement by the University as to the efficacy of any one product. Students are encouraged to read and carefully follow the manufacturer's instructions when attaching any product to University property. Improper use of an approved product could result in damage charges.

Alterations

Any physical repairs, alterations, or installations to the apartment, buildings, or grounds, are not allowed. These include but are not limited to painting, papering, dismantling furnishings, and equipment, wiring, adding or changing locks, constructing lofts, removing window screens, window-mounted air-conditioning units, installing mounting antennas or satellite dishes, constructing fences or patio/balcony enclosures, and general remodeling.

Air Conditioners

Window mount air conditioners are not permitted to be attached to the building in any resident apartment due to the danger of units falling out of windows. However, there are options available for residents who would like additional cooling in their apartments. Residents can rent a Housing-owned portable air conditioning unit if their housing account is current. There are a limited number of units available you can call 7-3117 for more details. Residents can also purchase/use a portable air conditioner or swamp cooler. These units may be identified in retail stores as "apartment air conditioners". Typically the units consist of an air conditioner that is on wheels with an air hose and bracket that exhaust heat out a window without removing the window screen. Residents can also purchase/use a window-mount style air conditioner, but only under the following conditions: window screen must be kept in place and not removed. Unit must be free-standing and in no way attached to the building. It is up to the resident to devise a safe way of accomplishing this. For any questions, please contact Residential Facilities at 7-3117.

Waterbeds

Waterbeds are restricted to ground floor usage in any approved facility. Owners must carry renter's insurance and provide proof of such insurance to the Housing Office. Contact Housing Residential Facilities at 7-3117 for approval.

Skateboards/Roller Blades/ Bikes, etc.

Bikes can only be stored in individual rooms or apartments, or in specified bicycle racks in the area. Due to the damage caused to carpet and tile, bicycles, scooters, roller blades, roller skates, skateboards, etc., cannot be ridden within residence halls or apartment communities. Fines and/or sanctions may be imposed for non-compliance. The above-mentioned items cannot be stored in the hallways, balconies, stairwells, or other common areas within the residence halls or apartments communities. Only wheelchairs or equipment required exclusively by persons with disabilities are approved for indoor use, but the resident is still responsible for in-room storage. Recreational uses of roller skates or roller blades are prohibited on campus.

Snow Removal

FSH: Residential Facilities removes snow from perimeter sidewalks, interior roadways, and parking lots. Engine block heaters must be unplugged and extension cords removed from sidewalks prior to early morning snow plowing and removal. To ensure timely and effective snow removal, it is important that all residents cooperate when asked to move their vehicles from lots prior to plowing. Residents are responsible for snow removal from their front door to the perimeter sidewalk. Snow shovels and Ice Melt are available for checkout from your FSH Resident Assistants.

DINING SERVICES

Dining Plans and Upgrade Options

Dining Plans are available to all students regardless of where they live (see www.housing.usu.edu for details). Dining plans are not transferable. Dining plans begin with dinner the Saturday before the first day of classes Fall and Spring semesters and end with dinner on the last day of finals each semester. No meals will be served in the Aggie Marketplace or the Junction during Thanksgiving, Winter or Spring Break periods.

SSH: Students assigned to Central Campus (Bullen, Richards, Mountain View Tower or Valley View Tower) and the Living/Learning Community contracts must select a dining plan. If a dining plan is not selected a 7-meal per week dining plan (Bullen) or a 10-meal per week dining plan

(Richards, Mountain View, Valley View and the Living/Learning Community) will be assigned. Changes to dining plans can only be made at semester breaks, before occupancy, or during the first week of the semester. A student who is first assigned to a traditional hall and then transfers at their request to an apartment-style accommodation is required to keep their dining plan. Exceptions will be made by the Director of Housing and Residence Life or designee. No refunds are made for missed meals.

Your student ID card is used to access meals and may be used only by the resident to whom it is issued. A resident must present a valid student ID card to the checker each time they use a Dining Service operation. Lack of a valid student ID necessitates making other arrangements to pay, i.e., entering as the guest of another student, or paying the full cash price. If a resident's account becomes delinquent, the Dining Services Office reserves the right to place an administrative hold on the use of meal plan. All Meal Plans can be purchased through the Housing and Residence Life Office.

Meal Contract Schedule

Dining plans begin with dinner the Saturday before the first day of classes Fall and Spring semesters and end with dinner on the last day of finals each semester. No meals will be served in the new Dining Hall in the Marketplace Eatery and the Junction during Thanksgiving, Winter or Spring Break periods, but Flex Money is valid at any open food operation on campus.

Special Diets

Dining Services personnel will make reasonable efforts to meet special dietary needs in the dining areas. A resident with special requirements should contact The Junction Dining Service Manager or Registered Dietician.

SERVICES AND GENERAL INFORMATION

Utah State University Police Department

Utah State University's Police Department provides 24-hour patrol by full-time State of Utah certified police officers, with full peace officer status to better serve the campus community. The primary objective of Utah State University Police Department is to provide a campus environment where students, faculty, and staff feel safe to pursue the academic mission of the University. Housing and Residence Life is assigned an officer from Utah State University Police Department to assist with Housing security and community policing. He/she works closely with Housing Staff to help provide the most secure environment possible.

Motor Vehicle Regulations/Parking

All residents must purchase and display a valid parking permit in each vehicle, exclusive for each residential area. Residents are responsible for properly parking, driving and maintaining the posted speed limit at all times, and ensuring that all guests follow the Housing Motor Vehicle Regulations.

Loading and Unloading

Driving on the sidewalks is strictly prohibited without a permit from Housing. Permits are only issued to residents moving in or out of apartments. The permit must be displayed on the dash and is good only for the date shown and with restrictions as listed. Persons must move vehicles when asked by Housing staff. Sidewalk parking permits will not be issued for routine deliveries, loading, and unloading. No parking is allowed on any sidewalk after dark. **Violators who drive or park on the grass or sidewalk can be charged for any damage to property, ticketed and assessed a \$75 fine.**

Parking Permits

Occupants of campus residence halls and family housing areas are required to purchase a permit to park in the area adjacent to their respective residences. Resident permits are only valid when the student has a signed contract with Housing and Residence Life to live in that particular area. In the event that a student moves out of their on-campus residence prior to their contract expiration, his/her resident parking permit must be returned to the Parking Office immediately and may be exchanged for a non-resident parking permit.

Parking permits are available at the Parking Office, 840 East 1250 North. If you have not registered your vehicle with the University in the past, please bring your vehicle registration along with your student ID when purchasing a permit. Because parking is limited in some residential hall areas, following is a summary of how permits are allocated or sold:

Merrill, Moen, Greaves and Reeder Halls: Lottery for R3 area adjacent to residence, remaining residents sold permit for across the highway.

Valley View Tower: Lottery for R1 area adjacent to residence, remaining residents sold R2 permit.

Mountain View Tower, Richards and Bullen Halls: All residents sold R2 permit.

Student Living Center: All residents sold Living Center permit.

Living Learning Community: All residents sold Aggie Terrace PTR permit.

Aggie Village and Townhouses: All residents with vehicles **MUST** purchase permit to park on campus. First permit is for AV/TH parking, and subsequent permits are for overflow areas east of Romney Stadium.

West Stadium Villa: All residents sold WSV permit.

Overflow Parking

In the event that a resident parking area is full, the following is a list of each overflow area:

| | | |
|-----|-----------------------------------|-----------------------------------|
| R1 | Valley View Tower | R2, B Radio/TV or Economy Areas |
| R2 | Bullen, Richards, MVT, VVT | B Radio/TV or Economy Areas |
| R3 | Merrill, Moen, Greaves and Reeder | B-East or B Radio/TV |
| AV | Aggie Village | East Stadium |
| LC | Student Living Center | East Stadium |
| WSV | West Stadium Villa | East Stadium |
| PTR | Living Learning Community | Resident Parking in Aggie Terrace |

Visitor Parking

Visitors are welcome at Utah State University. Day passes are available for visitors to purchase at the Parking Office for \$4 per day except for in Aggie Village where passes are available free of charge at the MASA Office. Visitors may park in the following designated areas:

Bullen Richards, Mountain View Tower and Valley View Tower
B Radio/TV or Economy areas-permits required before 2:00 p.m.

Merrill, Moen, Greaves, Reeder

Metered Area, B-East-permits required before 2:00 p.m.

Aggie Village

Designated Visitor Parking*-permits required (obtain from RA)

Student Living Center East Living Center* (no permit required)

West Stadium Villa WSV Drive* (no permit required)

*NOTE: Vehicles belonging to residents which are found parked in visitor areas will be cited immediately and may be subject to impound.

Registration

All vehicles parked on campus must have a current registration and license plate. Any vehicle that is non-operational for a period of seven (7) days shall be deemed abandoned and will be impounded. Any vehicle parked on campus must be (1) operational and (2) have current registration. Vehicles with flat tires, broken windows, missing fenders or engines, or on blocks give the appearance of being abandoned and are subject to towing.

Assistance

Any questions pertaining to parking on campus should be directed to the Utah State University Parking and Transportation Services Office at 7-3414. Their office hours are Monday through Friday 7:30 a.m. to 4:30 p.m. You may also visit their website at www.Utah State University.edu/parking.

Mail

The U.S. Postal Service or Campus Distribution delivers mail once daily, Monday through Saturday, except on Federal holidays. Mailboxes have been installed in central locations throughout Housing complexes. Incoming mail is distributed more efficiently when using the proper addresses listed below. **All improperly addressed mail will be "Returned to Sender" by USPS.**

Before vacating an apartment, remember to turn in a Change of Address Form to the Logan Postmaster. Towers residents need to turn in a change of address card to their area office in order for Housing staff to forward their mail. Mail will only be held or forwarded for one semester after residency. If you are going to be gone for longer than two weeks, please notify the Post Office to hold your mail, or your mail may be returned to sender.

SINGLE HOUSING AREAS (put apartment or room number in place of the blank line)

WASATCH HALL
1345 E 1000 N APT ____
LOGAN UT 84321

DAVIS HALL
1235 E 1000 N APT ____
LOGAN UT 84321

JONES HALL
1215 E 1000 N APT ____
LOGAN UT 84321

MORGAN HALL
1255 E 1000 N APT ____
LOGAN UT 84321

SUMMIT HALL
1379 E 1000 N APT ____
LOGAN UT 84321

SAN JUAN HALL
1359 E 1000 N APT ____
LOGAN UT 84321

**HOUSING & RESIDENCE
LIFE ADMIN. OFFICE**
8600 OLD MAIN HILL
LOGAN UT 84322-8600

RICH HALL
1275 E 1000 N APT ____
LOGAN UT 84321

SNOW HALL
1305 E 1000 N APT ____
LOGAN UT 84321

**MERRILL, MOEN, GREAVES
& REEDER**
____ NAME OF HALL
LOGAN UT 84321

RICHARDS HALL
RICHARDS HALL ____
LOGAN UT 84321

BULLEN HALL
____ BULLEN HALL LOGAN UT 84321
LOGAN UT 84321

VALLEY VIEW TOWER
7 ROOM __ VALLEY VIEW TOWER
LOGAN UT 84321-3662

MOUNTAIN VIEW TOWER
8 ROOM __ MOUNTAIN VIEW TOWER
LOGAN UT 84321-3661

LIVING LEARNING COMMUNITY
0199 OLD MAIN HILL __ [Bldg Ltr & Ste #]
LOGAN UT 84322-0199
example: 0199 Old Main Hill A 102

GRADUATE/UPPER DIVISION/FAMILY STUDENT HOUSING AREAS

NAME OF STUDENT
(1-39) AGGIE VILLAGE APT (A-L)
LOGAN UT 84341-+4
ZIP + 4 CODE
(1-19)=2647 (20-39)=2661

NAME OF STUDENT
WEST STADIUM VILLA APT____
STREET ADDRESS FOR THE BUILDING
LOGAN UT 84341

NAME OF STUDENT IN TOWNHOUSES
APT____ EAST STADIUM DRIVE
LOGAN UT 84341-+4 DIGIT CODE (LISTED BELOW)

| | | | |
|-------------|-------------|-------------|-------------|
| 1101-1112 = | 6607 | 1145-1154 = | 6632 |
| 1113-1124 = | 6608 | 1155-1166 = | 6633 |
| 1125-1132 = | 6630 | 1167-1176 = | 6634 |
| 1133-1144 = | 6631 | | |

Newsletter and Notices

Notices to residents will be in writing and sent via email or posted in visible locations or bulletin boards, personally hand-delivered, deposited in U.S. Mail addressed to the assigned room/apartment, or attached to the front door. This constitutes proper notice to residents.

FSH: The FAMILY GRAM is a monthly newsletter providing residents with timely information, helpful reminders, and other notices of interest and importance to all members of the FSH community. The FAMILY GRAM is considered official notification of policy and procedures information to residents of FSH. **Residents are responsible for all information published in this newsletter, including announced policy changes.** Other information or notices of a general nature affecting all tenants will be given only in the Family Gram (i.e. rent increases, vacate dates, inspection dates, etc.). If you do not receive your newsletter it is your responsibility to notify the Housing and Residence Life Office.

Cable Television

ATV is Housing's 100+ channel campus-wide TV network. It features a full line-up of entertainment options, general interest programming, and Encore movie channels. An Aggie Crossroads Information Channel (3) keeps the campus community informed on activities, events, and news.

ATV service is provided to each room/apartment and is not optional. Comments, programming suggestions, or reception problems should be directed to Residential Facilities at 7-3117. To filter out unwanted channels, please refer to the website below or call 7-3117. Consult your ATV channel line-up card available at your Area office or visit our web page at <http://www.Utah State University.edu/atv/>.

Natural Gas Hook-up

FSH: It is the resident's responsibility to put gas service in his/her name before occupying the apartment. Contact Questar at 752-7751. Residents will need to provide their apartment address, phone number, social security number, and name/phone number of a relative reference. A hook-up fee is assessed on the first months billing statement. If the gas account is not put in the resident's name, or if the account becomes delinquent and is put back in the University's name, the resident's account will be charged the monthly billed rate as well as a \$10 surcharge per month until the account is returned to the resident's name.

Electrical Hook-up

FSH: It is the resident's responsibility to have the electrical hook-up in his/her name for West Stadium Villa and the Townhouses. Contact Logan City Light and Power; 255 North Main; Logan, UT 84321, or at 716-9200. Otherwise the resident's account will be charged the monthly billed rate as well as a \$10 surcharge per month until the account is returned to the resident's name.

Laundry Facilities

Smart Card operated washers and dryers are available on Housing premises for the exclusive use of residents. Money can be placed on your card that you will be given upon check-in, by using a Value-add machine that will add electronically on your card the money that you insert into the machine. The card is then inserted into either a washer or dryer and the cost of that load is immediately subtracted from the card. Please be aware that as with coins, a lost card means lost money, as it cannot be refunded.

Report trouble with the laundry equipment immediately to the vender, WEB Services, at 1-800-272-9323. Place a note on the machine indicating the problem so other residents won't use it. **Children are to be accompanied by parents while in the laundry room.**

Washer/Dryer Hook-Ups

FSH: Aggie Village two-and three-bedroom apartments have space and hook-up provided for a washing machine only. Only 110 Volt dryers are allowed in these particular apartments. Hook-up must be approved by Residential Facilities. Building 13 has space and hook-up for a washer and gas dryer.

Clotheslines are provided on each patio or balcony in Aggie Village. Do not hang clothes indoors to dry. Too much moisture indoors will promote mold and mildew growth.

The Townhouses have space and hook-up for both a washer and 220 Volt dryer.

West Stadium Villa has space and hook-ups for a washer and dryer, pre-wired for 220 Volt electric or natural gas dryers.

Shuttle Bus Service

The University provides a free shuttle bus service during the academic year. Connections are available to Logan Transit District and Cache Valley Transit buses and routes. Children 10 years old and younger may ride only when accompanied by a parent. Contact the Campus Parking Office for schedules at 797-3414.

Campus Garden Plots

Planting flowers or vegetable gardens in the ground areas of the building/apartment is prohibited. Garden plots are available for residents in an area provided by the University. These plots are rented each spring on a first-come, first-serve basis. For more information, call 7-3277.

Yard Sales

Once or twice per year, a housing-wide yard sale is scheduled. Yard sales at any other times are not permitted on Housing premises. Watch for flyers or notices publicizing the event if you wish to participate.

Equipment Available

Various equipment can be checked out for residents use from the Area Office.

1. Vacuum cleaners are available in some areas for periods of one hour. Vacuums kept overnight must be returned the next morning by 10 a.m., or when the Area Office opens. There will be a charge for keeping a vacuum for a week. Vacuums must be returned clean. Report malfunctions to the staff upon return.
2. Snow shovels and Ice Melt is available for free use. Please ask your RA if you would like them.
3. Recreation equipment includes volleyballs and nets, soccer balls and goals, footballs, and basketballs. Proper identification is required at the time the equipment is picked up. ID will be given back provided the equipment is returned in good condition by no later than 10 a.m. the following day. If not returned, a late charge can be assessed. If lost or damaged, full replacement cost of the equipment will be assessed.
4. Moving dollies are available at the Residential Facilities Office and the MASA Office, free of charge for moving in or out. They may not be taken off-campus.

Schools

FSH: Children living in FSH attend Logan City Schools. Elementary school children in Aggie Village, Townhouses and the Mobile Home Park attend Hillcrest Elementary School, located at 960 North 1400 East, phone 755-2360. West Stadium Villa elementary school children attend Adams Elementary School, located at 530 North 400 East, phone 755-2320. All children, grades 6-8 attend Mount Logan Middle School, located at 875 North 200 East, phone 755-2370. Children in grades 9-12 attend Logan Senior High School, located at 162 West 100 South, phone 755-2380. For information regarding registration, contact the Logan City Board of Education, located at 101 West Center, phone 755-2300. Proof of birth and immunization records are required.

FUTURE REGULATIONS

Despite our every attempt to seemingly have a policy for most situations, we may have missed one or two. If common sense tells you that your possible behavior or proposed activity might be contrary to Housing wishes and/or policy, err on the side of common sense and refrain from doing it.

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Please sign and date this form below. This means you acknowledge receipt of a copy of this Housing and Residence Life Resident Handbook or have elected to access the Housing website to review the contents.

After signing, this form will be kept in your permanent file at the Housing and Residence Life Administrative Office.

Name (please print) _____

Signature _____

SSH Hall/Room # Assignment _____

or

FSH Building/Apartment # _____

Date Signed _____

Staff Initials _____ Date _____