

# WESTERN NEW ENGLAND UNIVERSITY

## RESIDENT STUDENT HOUSING

### AGREEMENT 2020-2021

The terms of this agreement constitute an offer of housing accommodations and participation in a meal plan by Western New England University of Springfield, Massachusetts (hereinafter called the “University”.) The execution of this form by the Student, through their participation in the housing/roommate selection process for campus residency, including submission of a housing application and the non-refundable housing verification payment or receipt of a waiver for said housing verification payment, constitutes full acceptance of the terms and conditions delineated below.

Violations of this agreement will be addressed through the established discipline processes as outlined in the Western New England University Student Handbook.

Given the nature and extent of information in this document, which the University presumes the Student will read in full, an outline of topics is provided below. (Search topics using “CTRL + F” shortcuts)

- Access to Student Housing
- Air Conditioning
- Alcohol and Drugs
- Amplified Instruments
- Assessment of Fines
- Assignment of Housing (General)
- Board (Meal Plan) Participation and Fees
- Board Plan Cancellation/Change Dates
- Candles and Incense
- Care of Assigned Housing
- Change to Commuter Status
- Closing of University Housing
- Cooking Appliances (Fryers and Grills)
- Damage of Undetermined Responsibility
- Distribution of Information
- Eligibility for Housing
- Emergency Evacuation
- Extension Cords, Power Strips, Etc.
- Final Exams (24 Hour Quiet Hours)
- Final Interpretation and Right to Modification
- General Housing Policy
- Guests/Visitors (Student Responsibility for Guests)
- Halogen Lamps

- Hazardous Materials
- Holiday Decorations
- Housing Verification Payment
- Personal and Upholstered Furniture
- Personal Property Damage or Loss
- Pets
- Posting in Residence Hall Windows
- Public Areas of Student Housing
- Quiet Hours and Courtesy Hours
- Reduced Capacity Housing
- Refrigerators
- Requests for Loft Ladders
- Residency Requirement and Billing
- Room Keys
- Room/Suite/Apartment/Townhouse Set-Up & Decorations
- Room/Suite/Apartment/Townhouse Inspections by University Personnel
- Room/Suite/Apartment/Townhouse Inspections by Non-University Personnel
- Safety & Security Related
- Smoke-Free Housing
- Specific Housing Policies
- Special Housing Accommodation Request
- Special Interest Housing
- Storage
- Student Compliance
- Tapestries
- Unforeseen Circumstances
- Weapons, Firearms, Etc.
- Weight Lifting Equipment
- Withdrawal from the University

### **1. General Housing Policy:**

A) RESIDENCY REQUIREMENT: All first-time, full-time undergraduate students are required to live on campus for their first two years unless they meet one of the exception criteria outlined in the Residency Requirement policy found under “Living On Campus” on the Residence Life website: <https://www1.wne.edu/residence-life/living-on-campus.cfm>. Juniors, seniors and graduate students are encouraged to live on campus as space is available.

B) OCCUPANCY: Student housing is assigned and contracted for the full academic year (or program period for international students and Pharmacy or Occupational Therapy graduate students on rotations), unless the Student graduates or withdraws (voluntarily or involuntarily). Only students assigned to a particular space may live there.

Residence halls and apartments close for Thanksgiving, winter break and spring break except in graduate student areas where break housing is included. Break housing for undergraduate students, though not guaranteed, may be requested, however additional fees apply.

C) **ELIGIBILITY:** To be eligible to live in campus housing, the Student must be actively enrolled and attending classes at the University as a full-time, degree seeking candidate or other approved program and must be at least 17 years of age by the time occupancy begins. Full-time is defined as taking 12 credits or more for undergraduates, and varies by program for graduate students.

D) **HOUSING VERIFICATION PAYMENT:** A non-refundable, non-transferable payment must accompany the request for campus housing. Receipt of this payment enables the Student to participate in the housing selection/placement process. Receipt of this payment also verifies previous review of this document, in full, and a commitment to abide by the terms of this document. To obtain campus housing, the Student is responsible for completing all components of the process.

a) For incoming undergraduate students, this payment is due when accepting admission to the University.

b) For current returning undergraduate students, submitting a housing application generates a charge for the housing verification payment on their account. Students are expected to submit their non-refundable non-transferrable housing verification payment by March 6, 2020. Payment must be received at Enrollment Services by this date to be considered paid on time. A late payment means the Student may not be able to participate in the roommate/housing selection process until all other students have selected or been assigned, unless approved for extenuating circumstances by the Office of Residence Life.

c) For graduate students, submitting a housing application generates a charge for the housing verification payment on their account. Graduate students are expected to submit their non-refundable non-transferrable housing verification payment at the time their housing application is submitted. Their application is not complete until the verification payment is paid.

E) **BILLING:** Room and board charges are billed to the Student's account with the University on a per semester or rotation basis. These charges are not refundable and not transferable except as outlined here and in section F below.

The Housing Agreement is binding for the academic year (both fall and spring semesters) or remainder thereof if the agreement begins mid-semester or mid-year. Students who are required to live on campus, or those who are eligible to live off campus but make the decision to change to commuter status after the 14th day of August, will be held financially responsible for their room and board charges. They will not be entitled to any refund of fall or spring room and board charges.

F) **CHANGING TO COMMUTER STATUS:** Students who are required to live on campus may not change to commuter status unless they meet a qualified exception or are granted a release through appeal for other extenuating circumstances. Students who are eligible to move off campus and notify the Residence Life office in writing by the 14th day of August, may change to commuter status but will forfeit their housing deposit. After that deadline, the Housing Agreement remains binding through the academic year.

#### a) CURRENT STUDENT

If the Student pays a housing verification payment, indicating their intention to live on campus, but then notifies the Office of Residence Life of their decision to commute before selection starts or within seven days after they select or are assigned a room (written correspondence received by the office as of this date), then a 50% credit on the non-refundable housing verification payment will be applied to the Student's account. If the Student notifies the Office of Residence Life of their decision to commute more than seven days after selecting or being assigned a room but before the 14<sup>th</sup> day of August (written correspondence received by the office as of this date) then all room and board charges for the academic year, except the non-refundable housing verification payment, will be credited to the Student's account.

However, if the current Student notifies the Office of Residence Life, in writing, of their decision to commute after the 14<sup>th</sup> day of August, or fails to provide written notification to the office whatsoever, all room and board charges for the academic year will be required to be paid in full by the Student, whether or not the Student takes occupancy.

#### b) INCOMING STUDENT

If the Student is eligible to commute from home and notifies the Office of Residence Life of their decision to commute by the 14<sup>th</sup> day of August (written correspondence received by the office as of this date) then all room and board charges for the academic year, except the non-refundable housing verification payment, will be credited to the Student's account.

However, if the incoming Student notifies the Office of Residence Life, in writing, of their decision to commute after the 14<sup>th</sup> day of August, or fails to provide written notification to the office, all room and board charges for the academic year will be required to be paid in full by the Student, whether or not the Student takes occupancy.

d) If the Student leaves housing involuntarily (i.e. as the result of disciplinary action), the Student is not entitled to any refunds outside of the refund policies stated within this agreement.

G) WITHDRAWAL FROM THE UNIVERSITY: Room and Board refunds are made to students who voluntarily withdraw based on the 15 week class schedule.

- 100% prior to 1st week of classes, less the non-refundable housing verification payment.
- 80% during the 1st week of classes.
- 60% during the 2nd week of classes.
- 40% during the 3rd week of classes.
- 20% during the 4th week of classes.

No Room and Board Refunds will be granted after the 4th week of classes.

**2. Assignment of Housing (General):** Each student is responsible for participating in the selection process (filling out an application, paying the non-refundable housing verification

payment [deposit], finding a roommate and selecting a room). Should a student have difficulty in the selection process, Residence Life is available to assist them.

A) Each current student who has submitted the non-refundable housing verification payment on time must confirm campus housing online within seven days of the end of the room selection process (or offers made to graduate students). Otherwise, the University presumes the Student has made other arrangements for accommodations off campus and is under no obligation to provide the Student with campus housing.

Students who are required to live on campus but neglect to pay the deposit or participate in room selection will be assigned to an available room and billed for the appropriate cost including a meal plan if applicable.

B) The University reserves the right at any time to alter a Student's housing assignment.

C) A housing reassignment, initiated at the Student's request, must be approved through the Residence Life Office before any change in occupancy occurs.

D) If a Student changes rooms without proper authorization, they may be required to return to the assigned space and/or a reassignment fee may be implemented.

E) If a Student has a vacancy in their room, apartment or house, another student may be assigned at any point in time. As possible, the University will attempt to give advance notice when new roommates are assigned. The current student must keep the vacancy available and ready for another student to move-in or they may be changed for occupying two spaces.

F) If, in the University's judgment, it is reasonable to believe (more likely than not) that a student is misrepresenting themselves or others, is creating an environment intended to discourage another student from moving in, or is causing a student to move out under duress, then the offending Student will be held accountable under the Student Code of Conduct. This may include a housing reassignment or removal from housing.

G) Students are strongly discouraged from selecting housing in the same living unit as someone with whom they are in a dating relationship.

**3. Special Housing Accommodation Request:** The following information and expectations apply to this component of the housing agreement.

A) It is the responsibility of the Student to inform the Office of Student Disability Services of the specific nature of their disability and preference to receive a special housing accommodation.

B) Written documentation from a medical doctor or licensed professional with expertise in the area of diagnosis must accompany the Student's request for a special housing accommodation.

C) If approved, the Office of Student Disability Services will work directly with the Office of Residence Life in an effort to provide an accommodation that, in the University's judgment, is appropriate and reasonable.

D) Special housing accommodation requests should be submitted in writing and received at the Office of Student Disability Services as follows:

a) by the first Wednesday in March for currently enrolled students

b) by the first Monday in June for incoming students (those accepted through the Admissions Office)

Any requests submitted after the applicable deadline will be reviewed on a space available basis.

More detailed information is available online at the website of the Office of Student Disability Services.

#### **4. Care of Assigned Housing:**

A) The Student is responsible for contacting their Resident Advisor to have the condition of their assigned space documented upon arrival and departure and whenever a housing reassignment occurs.

B) A failure to complete the established check-in or check-out process voids any claim the Student may have in disputing assessed damages and/or fines.

C) A housing damage deposit is required and is billed directly to the Student's account with the University. This deposit is refundable only upon graduation or withdrawal from the University, or valid reclassification to commuter status. The refund will be based upon the documented condition of the assigned space, minus any repair and/or replacement costs and/or fines assessed.

D) Damage charges for repair or replacement, parts and labor, will be assessed on the basis of the extent of physical damage and/or missing University property as determined by University personnel.

E) The preliminary check by Residence Life staff is not the final word in damage assessment. Building Supervisors and personnel in Facilities Management perform inspections after campus housing is vacated and may identify repairs and related issues not initially noted by Residence Life staff. Student(s) may therefore be held accountable for damages and/or missing University property not noted as such at the time of departure.

F) The Student shall maintain their assigned space in a clean and sanitary condition at all times and will be held accountable for a failure to do so. The University does not provide housekeeping for any occupied room, apartment or townhouse. Students are therefore fully responsible for care and upkeep of the premises. This is especially critical in living areas with private kitchens and bathrooms.

G) Upon vacating the premises, charges will also be assessed if the space has not, in the University's judgment, been left reasonably clean and properly set up for new occupant(s).

H) The Student is expected to return the key to their place of residence at the time of departure. Otherwise, the key is presumed to be lost and billing will occur for a new door lock and replacement keys for the living space.

I) A request for review of any damage assessment charges and/or fines must be submitted in writing and received by the deadline as stated in the billing notification.

J) Unless a Student has accepted responsibility for damages (in writing, at the time of check-out) or information makes it reasonable to conclude that a particular Student is responsible, all repair and/or replacement costs are divided equally between the occupants of the living space.

**5. Room/Suite/Apartment/Townhouse Set-Up & Decorations:** Throughout the period of occupancy, the Student is fully responsible for adhering to the following regulations for use and care of the assigned space. The University may restrict or prohibit any items or conditions deemed a fire safety hazard by the city fire inspector.

A) All University property must remain in the assigned spaces and may not be removed to accommodate personal belongings.

a) University personnel reserve the right to retrieve any University property found elsewhere and Students will be charged the replacement cost for the item(s) missing from their living space.

b) To protect University furniture from damage due to weather conditions, furniture should not be moved outside. University personnel reserve the right to retrieve any University property placed outside and Student(s) will be charged the replacement cost for the item(s.)

c) Personal property cannot be left outside of living units unless express permission has been granted to do so by the Office of Residence Life. In situations where the Office of Residence Life has granted permission, the Student assumes full responsibility for any damage or loss of property they choose to leave outside of the living unit.

B) University property may not be disassembled, unless it is structurally designed to be reconfigured:

a) Bunk beds may be de-bunked to form free standing twin beds. When restacking twin beds to form a bunk, be certain that the bed frame with the short legs is on top, and that the upper bed frame is properly supported on the lower frame.

b) Loft style furniture (an upper bed with functional space for a desk and dresser beneath) may be arranged to create additional space for a twin bed or a set of bunk beds. The specific design of this furniture may vary by residence area. Be certain to store carefully any bolts, pins, or screws when rearranging furniture, and to re-use these parts appropriately when reassembling

furniture. Any unused pieces (such as components of the wooden frame) must be stored within the assigned space. Student(s) will be charged for furniture or any other University property that is removed from the living space.

c) A request for a loft ladder is to be made through the University's online work order system. Bed rails for lofts and top bunks are also provided by request through the work order system. If provided by University personnel, be certain that the base of the ladder rests fully on the floor and is not propped or supported by any item.

If uncertain about the design and set up of furnishings (including raising or lowering, bunking or debunking beds), the Student should submit a work order. The University will not assume any liability for personal injury or property damages resulting from any furniture reconfiguration done without the documented assistance of University staff.

C) Cooking appliances such as toasters, toaster ovens, hot plates, grills, slow cookers, etc. are only permitted in facilities that have complete kitchens and should be stored in kitchen areas. Coffee makers with automatic shut-off are permitted across campus.

D) Microwaves, other than those in kitchens or as microwave/refrigerator units provided by the University, are prohibited. Care and upkeep of these units is the responsibility of the occupants.

E) Students assigned to the LaRiviere Center are collectively responsible for care and upkeep of the refrigerator provided in their suite.

F) In accordance with the Massachusetts General Law Chapter 269 Section 10J, weapons are prohibited on the grounds of the University with the exception of law enforcement officers duly authorized to carry such weapons. Weapons, firearms, fireworks or any incendiary or projectile-type device (including, but not limited to, recreational devices like paintball guns and sling shots) are not allowed in the residence areas. Please refer to the 'Firearms, Ammunition, and Weapons Policy' in the Western New England University Student Code of Conduct for more detailed information on expectations and restrictions.

G) Any drugs other than legitimate prescription or over the counter medication are prohibited.

H) Any amplified instruments, drum sets or weight lifting equipment is prohibited.

I) Any device using an open flame is prohibited. Candles and incense are not allowed, even for decorative purposes.

J) Hazardous materials such as gasoline, acids, propane gas cylinders, and/or automotive engine parts may not be used or stored in University housing.

K) Deep fryer cooking devices are not allowed in or by University housing.

L) Open flame cooking devices are prohibited except for gas or charcoal grills used outside in a safe manner.



M) Extension cords with multiple adapters or octopus plugs without surge protection are not allowed. If multiple plugs are necessary, a power strip with an internal circuit breaker should be used. Electrical cords must not be placed under carpeting or area rugs.

N) Space heaters are prohibited in University housing unless specifically provided by the University.

O) Hanging or attaching any decorations to or from the ceiling is prohibited. Ceiling lights may not be obstructed, covered or disconnected.

P) Tapestries, posters and other decorations must not cover more than 50% of wall areas. Wall decorations must not cover outlets or heating/cooling systems and must hang flat against the wall.

Q) Personal furniture (i.e., other than that provided by the University) may be added by the student to housing facilities on a limited basis. In all housing areas except Gateway Village, the student is permitted to bring single-seat supplemental items which meet the standard of California Technical Bulletin 117 (CAL 117). In Gateway Village, single-seat personal furniture must meet the standard of California Technical Bulletin 133 (CAL 133). The University reserves the right to limit the amount and size of supplemental seating students may bring into the room or apartment.

R) Upholstered multi-seat furniture (e.g. loveseats, couches, futons, etc.) is limited to that which has been provided or otherwise approved by the University.

S) The amount of personal furniture which may be added to the Student's living space is limited as follows:

- Gateway Village two person apartment: a maximum of two additional chairs
- Gateway Village three or four person apartment: a maximum of three additional chairs
- Gateway Village six person suite: a maximum of two additional chairs per living/study room
- Plymouth Complex room: a maximum of two additional chairs
- Residence Hall room: a maximum of two additional chairs
- LaRiviere Center suite living room: a maximum of four additional chairs; the bedrooms of each suite are not designed to accommodate additional furniture
- Evergreen Village six person apartment: a maximum of four additional chairs; the bedrooms of each apartment are not designed to accommodate additional furniture
- Southwood apartment: a maximum of three additional chairs; the bedrooms of each apartment are not designed to accommodate additional furniture

T) Any furniture and/or personal belongings may not hinder or block access to and/or egress from the assigned living space.

U) Students may not bring in their own bed frames, mattresses or futons unless granted an exception. Only twin beds, bunk beds or loft-style furniture provided by the University is permitted in campus housing.

V) The use of nails, screws or any other mounting hardware which may damage walls, ceilings or floors is prohibited. Please use care when putting up posters and pictures.

W) Compact refrigerators are allowed but may not exceed 3.5 cubic feet in size. In rooms with a microwave-refrigerator unit, students are limited to having only one additional refrigerator. Personal refrigerators are subject to the same health and safety regulations and inspections as University furnishings.

X) Torchiere style lamps and halogen lamps are prohibited in campus housing. Lights/lamps may not be covered by anything other than the designed shade or light cover.

Y) Air conditioning is limited to that which is provided by the University.

Z) The possession, use and/or distribution of alcohol must be in accordance with the University's alcohol policy as well as in accordance with federal, state, and municipal laws and ordinances.

**6. Public Areas of Student Housing:** Students, as part of a larger residential community, are collectively responsible for the care of common/public areas as follows:

A) RESIDENCE HALLS include stairwells, corridors, bathrooms, recreational space, study lounges, laundry rooms and any and all furnishings, equipment and supplies provided for these areas.

B) PLYMOUTH COMPLEX includes the entrance foyer and bathroom of each suite and furnishings, equipment and supplies for these areas, as well as the center courtyard and common laundry room.

C) LARIVIERE CENTER includes the study room, social/recreational space and laundry room on each of the resident wings and all furnishings, equipment and supplies for these areas.

D) GATEWAY VILLAGE includes the entrance foyer and rear courtyard in each apartment cluster and all furnishings, equipment and supplies for these areas. In that access to the laundry facility is limited to the complex residents, any misuse of the interior of that facility (furnishings, equipment, etc.) and/or exterior will be charged to residents of the complex unless the individual(s) responsible are identified.

E) EVERGREEN VILLAGE includes the entry/porch to each townhouse and all furnishings, equipment and supplies for these areas. In that access to the Evergreen Village community center is limited to the residents of that complex, any misuse of the interior of that facility (furnishings, equipment, etc.) and/or exterior will be charged to residents of the complex unless the individual(s) responsible are identified.

F) SOUTHWOOD HALL includes stairwells, corridors, recreational, meeting and laundry space, and any and all furnishings, equipment and supplies provided for these areas.

G) DAMAGE TO EXTERIOR AREAS of single-story living units (Gateway Village and Plymouth Complex), the multi-floor residence halls, and the Evergreen Village two story townhouse units may also be billed to residents.

H) DAMAGE OF UNDETERMINED RESPONSIBILITY In all residence areas, students are subject to assessment of repair costs (parts and labor) and/or fines in the case of common/public area damage and missing University property of undetermined responsibility. Such group billings are not subject to individual appeal in that the University is holding a living unit collectively accountable.

**7. Personal Property:** The University does not assume any responsibility or liability for a Student's personal belongings or property including, but not limited to, money, clothing or other valuables. The Student understands and agrees that it shall be their own obligation to insure their personal property. Every resident is advised to obtain some type of personal property insurance if they do not have such through a homeowner's policy. When occupancy ceases, either through withdrawal from the University or a change in status to commuter, any belongings left behind will be considered abandoned and disposed of by University staff. Do not dispose of electronics (any item with a power cord) on campus. Do not leave any electrical device behind. Many electrical devices contain hazardous materials that require special treatment for recycling. Any abandoned device will subject its owner to a disposal fee.

**8. Storage:** The University is not obligated to provide temporary or seasonal storage for the personal property of Students.

A) If space is offered, the storage of personal belongings will be at the Student's own risk.

B) The University assumes no responsibility for replacement of, and/or damage to, items placed in storage.

C) If the Student fails to retrieve their personal property in accordance with the policy in effect at that time, the items will be considered abandoned and disposed of by University staff.

D) Students may arrange furniture in their assigned living space to create storage space. In doing so, they may not disassemble any University furniture not intended for this purpose.

E) Unlofted beds may be elevated (a maximum of three feet) strictly to provide storage space underneath. Cinder blocks may not be used to elevate beds or other furniture. Bed risers are permitted.

**9. Safety & Security Related:** The following standards are designed to promote personal safety and the safekeeping of University and Student owned property:

A) Each Student is issued a key to the assigned space in order to keep their living environment secure.

a) In the event of a lost key, a lock change and the issuance of a new key to each occupant will normally occur.

b) The Student responsible for the key loss will be billed all charges associated with a lock change and a replacement key for themselves and other occupants of the assigned living space.

c) Duplication of a key is strictly prohibited.

d) Failure to return a key after a housing reassignment or departure from campus residency will result in replacement costs (a lock change and new keys) and a processing fee/fine.

B) University staff is authorized to remove all devices which, in their judgment, present a clear and present danger to the safety and welfare of others or are in violation of University policies or regulations. This includes but is not limited to items delineated in Section 5:

Room/Suite/Apartment/Townhouse Set-Up & Decorations.

C) If a Student has reason to believe that University property is in need of repair, they should utilize the University's online work order system to initiate a request for service.

D) If a Student believes that the condition of University furniture could cause harm or injury, they should immediately notify University personnel, and should stop using the item until it is checked. An online work order should also be completed and the comments section should indicate the Student's belief that the item is unsafe for use.

E) A Student should lock and secure their assigned living space each and every time the Student leaves the premises. Additionally, even when present, a Student should lock their assigned living space so as to prevent intrusion.

F) A Student remains fully responsible for what occurs in their assigned space, particularly if the Student fails to secure the living space.

G) A Student shall not modify, tamper with or alter any lock, locking mechanism, door and/or window allowing ingress and egress to their assigned living space. A Student is responsible for the costs of repair and/or replacement for any damages and/or missing University property occurring as a result of such modification, tampering and/or alteration.

H) If not present, the Student remains fully responsible for what occurs in their assigned living space, particularly if:

a) They failed to secure their living space before departure, thereby allowing access and/or egress by others in their absence;

- b) they failed to secure their living space by modifying, tampering with, or altering any lock, locking mechanism, door and/or window allowing access and egress to the assigned unit;
- c) They departed from their living space and left other person(s) present and unsupervised.
- D) Sprinkler heads in personal or community living space must not be touched for any purpose.
- J) No items should be stored in access/egress routes (hallways, stairwells) as well as the foyers in Plymouth Complex and Gateway Village.
- K) Decorative lighting (as in rope/bead lights or small holiday lights) are permitted, but cannot be woven through ceiling panels or ceiling grid work.
- L) Paper or other materials cannot be hung from the ceiling or used to cover lighting.
- M) Room door postings/displays are limited to one message board and a small door tag for each occupant. Doors may not be wrapped or fully covered with paper.
- N) Informational or decorative items should be put on University provided bulletin boards and secured at each corner with tape or staple. The overlapping of items should be avoided.
- O) Wall space between doors/doorways may be used as a posting area by University staff to supplement a bulletin board, but should be done on an alternating basis, to ensure that sufficient wall space on a corridor is free of postings/decorations.
- P) Emergency equipment such as fire alarms, smoke detectors, fire extinguishers, sprinklers, exit doors and exit signs are provided to promote the safety of all residents. Such equipment should be used only for legitimate purposes. Unacceptable use and/or misuse of this equipment may result in a Student being charged for the repair and replacement costs of the equipment, a monetary fine or other judicial action.

All Students are expected to immediately evacuate the building when an alarm or detector is activated and to proceed to the designated emergency assembly point or other location, if so determined at that specific time. Students are expected to participate in any and all emergency evacuation drills.

When an alarm or detector has been activated, University staff reserves the right to check the living space to ensure that Students have vacated the premises. A Student's failure to evacuate when an alarm sounds may result in a monetary fine and/or other judicial action.

Q) The Gateway Apartment Complex security gate for vehicular traffic has several operational expectations, delineated as follows:

- a) The Student should use their University identification card only to activate the gate for themselves or their guest for whom they are responsible. A guest parking pass, which may be obtained from Public Safety, must be displayed on the guest vehicle dashboard.

- b) If a guest simply appears at the security gate, the guest will not be given access and will be advised to contact the Student, who may then register the guest.
- c) The Student should not 'tail gate' in an attempt to enter the apartment complex when another vehicle has activated the security gate.
- d) Any damage to the security gate due to student negligence or misuse will be billed to the Student's account. Resulting damage to a vehicle is the Student's full responsibility.
- e) Apartment residents who are approved to stay in residence during vacation periods and/or the semester break, as well as authorized early arrivals, will be coded for use of the security gate.
- R) The University has no knowledge of lead-based paint and/or lead-based paint hazards in pre-1978 campus housing. The University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in such housing.
- S) The University provides window treatments in every housing unit. Students are not permitted to hang their own curtains or other window treatments.
- a) An exception to this policy is made for bedroom windows in Gateway Village which do not have window treatments to block light. Students who feel they must add curtains to block the light from these windows should purchase fire resistant curtains. Any damage done to University property by hanging curtains or other treatments will be the responsibility of the Student and can result in damage charges.
- T) Possession and use of laser cutting machines, 3D printers or other such machinery is not permitted in any University residential facility. The residence halls do not provide the appropriate space and ventilation for use of such machines as they often require exhausted chemicals and vapors being released into the air. The University reserves the right to require the removal of other similar machinery that may pose similar health and safety hazards.

**10. Access to Student Housing:** Any living space in campus housing may be entered by University personnel when there is evidence of or concern for the health, safety and/or welfare of Student(s) or other person(s) therein. Any indication of activity in violation of University policy and/or all laws or ordinances of the federal, state and municipal authorities is cause for the University to enter a Student's room, suite, apartment or townhouse. University personnel may also enter for purposes of facility maintenance, routine or otherwise, and to conduct inventories or health and safety inspections. The Student does not need to be present for entry to occur.

**11. Board (Meal Plan) Participation and Fees:** Meal Plan fees are billed on a semester basis and cannot be changed or refunded after the first two weeks of the semester unless the student is withdrawing from the University during the third or fourth week of the semester, in which case refunds would be pursuant to the refund schedule in section 1D of this document.

Board (Meal Plan) Participation - Required: Participation in the University meal plan is required of all students assigned to housing other than Evergreen Village, Gateway Village, Southwood

Hall, or houses where kitchens are provided in the living units. The meal plan is in effect only when classes are in session and during final examinations. First year students must participate in the full meal plan (7 Day All Access).

Sophomores, juniors and seniors living in living in meal plan required areas may adjust their participation to a modified meal plan (5 Day All Access). A meal plan adjustment occurs online through the online housing system.

Changes to meal plans must be made by the end of the second week of classes in both the fall and spring semesters.

Board (Meal Plan) Participation - Required - Special Dietary Needs: Exemption from the University meal plan occurs solely for a documented health condition that requires a diet which is medically necessary and cannot be accommodated by the food service provider at the University.

A) It is the responsibility of the Student to inform the Office of Student Disability Services of the specific nature of their dietary need and preference to receive a special accommodation or exemption.

B) Written documentation from a medical doctor or licensed professional with expertise in the area of diagnosis must accompany the Student's request.

C) If approved for a dietary accommodation, the Office of Student Disability Services will work directly with the Office of Residence Life and Food Service in an effort to provide an accommodation that, in the University's judgment, is appropriate and reasonable.

D) A request for dietary accommodation should be submitted in writing to the Office of Student Disability Services. In order to address dietary/meal plan requests in a timely manner, it is highly recommended that information is received by the second week of July. More detailed information is available online at the website of the Office of Student Disability Services.

Board (Meal Plan) Participation - Voluntary: Residents of Evergreen Village, Gateway Village, and Southwood Hall may choose to participate in a number of alternative meal plans offered by the University. Student initiated meal plan registration or meal plan adjustments occur online through the online housing system.

Excluding registration/adjustment periods, board participation is binding for the academic year. Absent student initiated online enrollment in a meal plan, non-participation is presumed (except where required by building assignment).

Upon registration for a meal plan or an adjustment in meal plan status, the University will update the board status on the student's ID card to reflect their online participation. Student initiated registration or an adjustment appears in the University's billing records.

**12. Alcohol and Drugs:** The Student agrees to comply with the University's policies as well as with federal, state and municipal laws and ordinances regarding the possession, use and/or distribution of alcoholic beverages and illegal or controlled substances.

A) The Student agrees that their living space shall not be used for business purposes or for any purpose in violation of University policy and/or federal, state, and municipal laws and ordinances.

B) The University makes a distinction between under-age and legal age residence areas on the campus. The Student agrees to abide by the stipulation that persons who are of legal age may not possess, consume or provide alcohol in any under-age residence facility. These facilities include Berkshire, Commonwealth, Franklin, Hampden, and Windham halls as well as the LaRiviere Center and Plymouth Complex.

C) If a Student is of legal age and resides in one of the residence halls where alcohol is prohibited, whether by choice or by necessity, this stipulation also applies to that student.

D) Any accumulation of alcohol beverage containers (including boxes), such as a trophy wall, is not allowed. Empty containers must be recycled or disposed of on a regular basis. In prohibited areas, empty alcohol containers may be considered as evidence of consumption.

**13. Smoke-Free Housing:** In accordance with the provisions of the Massachusetts Clean Air Indoor Act of 1988, all residence facilities are smoke-free environments.

A) This restriction includes use of any device such a hookah, electronic cigarettes or vapor smoking devices.

B) Smoking is prohibited within twenty-five feet of a main exit or entrance or operable window or vent of a University-owned, occupied or leased building and University vehicles.

C) Smoking by students and/or their guest(s) is therefore limited to the exterior of the residential units at locations further than twenty-five feet from a main exit or entrance or operable window or vent. Care should be demonstrated when doing so, including the disposal of smoking materials.

D) Should any person(s) set off a fire alarm by smoking, vaping, burning incense or candles in a residence hall they shall be subject to the Code of Student Conduct and also receive a fine of \$100.00 fine for the first offense and \$250.00 for subsequent offense(s).

**14. Guests /Visitors:** A guest is any person who is not a student at the University. A visitor is a student at the University who is not assigned to the particular location they are visiting.

A) The host Student is responsible for the presence and conduct of any guest or visitor.

B) In that a visitor is a student at the University as well, they may also be held accountable for inappropriate conduct.



C) Having guests and visitors is a privilege and may be limited or revoked, subject to the determination of University staff.

D) Displacement and/or inconveniencing of a roommate, suitemate or any other member of the residential community to accommodate a guest or a visitor is unacceptable and subject to judicial action.

E) The presence of an overnight guest or visitor should normally not exceed two consecutive nights and must have the roommate's approval to stay in the room.

F) Any indication that a guest is utilizing campus housing as a place of residence will result in that individual being restricted from University property. Visitors or guests who exceed two consecutive nights or four nights in any seven day period without approval from the building supervisor may also be restricted. The host is subject to judicial action.

**15. Assessment of Fines:** Individual or group fines may be assessed by the University for reasons including, but not limited to, the following:

A) Unauthorized University or personal furniture in a Student's room or apartment

B) Missing University furniture

C) Unauthorized cooking devices

D) Unauthorized animals in campus housing

E) Concealing or tampering with a smoke detector or other fire safety equipment

F) Littering and/or unsanitary conditions

G) Gateway Village apartment storage closet being used as living space

H) Misuse of room/suite/apartment/townhouse key and/or University ID card

I) Unauthorized access to and/or use of campus housing when the facilities are closed

J) Smoking within any residential facility

K) Excessive noise during final exam study days and the period of examinations

L) Abandoned personal property (especially electrical devices) and trash removal

M) Failure to evacuate campus housing when an alarm sounds may result in a monetary fine and/or other judicial action.

N) Fines may also be assessed to individuals and/or groups for tampering with safety equipment (fire extinguishers, fire alarm pull stations, smoke detectors, etc.) and/or activating a false alarm when the specific person(s) responsible are not identified.

**16. Room/Suite/Apartment/Townhouse Inspections by University Personnel:** The University reserves the right to inspect its housing facilities, and to regulate the use of rooms, suites, apartments, and townhouses in accordance with University policies. University personnel routinely inspect living space at the beginning and end of each academic semester. This may include entry to the living space of approved early arrivals in order to complete the inspection process. University personnel routinely access and check living space during maintenance/health and safety inspections, pre-announced or otherwise.

**17. Room/Suite/Apartment/Townhouse Inspections by Non-University Personnel:** A visual inspection of campus housing (public areas and/or assigned living space) may occur as deemed necessary or appropriate to the circumstances. Such include, but are not limited to, the following:

A) The City of Springfield Fire Inspector conducts quarterly inspections of the residence areas. The fire inspector is accompanied by a University employee. This visual tour includes checking randomly selected student rooms, suites, apartments or townhouses. If the fire inspector selects living space that is secured and no one is present, access will be provided by the University employee.

B) One or more visual inspections by the Building Inspector for the City of Springfield occurs as well. The format and approach is the same as the safety inspection tour (see A.).

**18. Special Interest Housing:** Students who agree to participate in a special interest housing option, and are assigned to this living area, are expected to fulfill terms and obligations unique to this living arrangement. A failure to do so may include reassignment from the living unit, with or without the Student's consent.

**19. Reduced Capacity Housing:** If bed spaces are unassigned, Students may, at the University's discretion, be given the option to buy-out the space for an additional fee. This fee is billed each semester and is binding for the full academic year. The Student does not have the option to relocate (move to a different assignment) or change to commuter status, due to the nature of this living arrangement.

**20. Quiet Hours and Courtesy Hours:** Maintaining a living environment where students may study or rest without unreasonable interruption or noise is every Student's responsibility. To assist in this regard, a time frame for quiet hours and courtesy hours has been established. Unless notified otherwise, the following expectations apply to all residence areas:

A) Quiet Hours begin at 10:00 p.m. on Sunday through Thursday and no later than midnight on Friday and Saturday and remain in effect until 9:00 a.m. the following day.

B) Courtesy Hours are in effect at all other times.

C) During the period of final examinations, a policy of 24 hour quiet hours is in effect. A fine occurs for excessive noise during this time frame.

D) University staff reserves the right to determine what constitutes excessive noise or an unreasonable interruption adversely impacting the living environment and to intervene on that basis.

**21. Pets:** No pets, except fish, are allowed. Fish tanks may not exceed 10 gallons. Exceptions to this policy are limited to service animals or pre-approved emotional support animals.

**22. Holiday Decorations:** The following criteria apply when decorating campus housing:

A) Only artificial decorations may be used indoors. Live/natural Christmas trees are prohibited.

B) Cloth, cotton batting, straw, vines, leaves and moss may not be used for decorative effect.

C) Only mini-lights may be used on artificial trees and wreaths.

D) All lighting must be UL approved.

E) Electric lights may not be used on metallic trees.

F) Any freestanding artificial decorations must be properly supported and located so as not to block an access/egress route.

G) Residents of Plymouth Complex, Evergreen Village and Gateway Village may decorate the exterior of the living space at ground level. Nothing may be placed on or attached to the roof.

a) Outdoor lighting requires an exterior electrical outlet installed by University personnel prior to use. A request to install this outlet should be made through the online work order system.

b) Any exterior lighting may not involve the use of power cords exposed to the elements and/or placed above, under or through doors, doorways or windows.

c) If a hazardous situation is created by decoration(s), the decoration(s) must be removed immediately. Each Student assigned to the living space will be held accountable, which may include a monetary fine.

**23. Emergency Evacuation:** Students are expected to immediately vacate campus housing when an alarm sounds or when directed to do so and to report to the designated emergency assembly point or other location, if so designated at that specific time. Students are also expected to participate fully in emergency evacuation drills, pre-announced or otherwise. Failure to comply may result in a monetary fine and/or other judicial action.

**24. Closing of University Housing:** Unless properly registered and/or approved to remain in University housing for specific break periods, undergraduate Students are required to leave

University housing during break periods. Access to the living space is not permitted during these times. Additional fees may apply for break housing. Except for summer break, Students are not required to remove their belongings from their assignments. Residents of graduate housing are permitted to remain in campus housing during Thanksgiving, Winter and Spring Breaks.

A) Any Student found in residence when housing facilities are closed, without prior authorization, will be required to immediately depart and is subject to judicial action and billing.

B) A student may return to campus only at the designated arrival time. An earlier arrival does not obligate the University to provide access to the living space and/or other short-term accommodations of any kind. If approved, early arrival fees may apply.

**25. Posting in Residence Hall Windows:** Unless approved by the University in advance, posting is not permitted in residence hall windows. The University also reserves the right to require the removal of posted materials in public view that may be deemed threatening, offensive, insulting or might otherwise lead to incivility between members of our community. Banners may not be hung from windows or on the side of residence halls/houses/apartments without approval from Residence Life.

**26. Unforeseen Circumstances:** The University reserves the right to close residence facilities (or portions thereof) and/or food service operations without reimbursement to the Student in cases of emergency or other unforeseen circumstances, as determined by the University.

**27. Specific Housing Policies:** The Student agrees to abide by all policies unique to their housing facility or area and should refer to other publications (available online and otherwise) for specific information. The Student acknowledges it is their responsibility to be well informed and to use University resources for clarification.

**28. Distribution of Information:** The University fulfills its responsibility to inform students as follows:

A) During the academic year, information is routinely distributed to the Student through campus mail (at the assigned mailstop box) and/or their University e-mail address. This information is presumed to have been received and read by the Student.

B) During other periods of the calendar year, information may be sent to the Student's home address, as indicated in University records. This information is presumed to have been received and read by the Student.

C) At its discretion, the University may choose to deliver information to the Student's assigned place of residence. This information is presumed to have been received and read by the Student.

D) At its discretion, the University may choose to deliver mail in a full mail box to the Student's place of residence or home address. A delivery fee will be billed to the Student's account as well as the cost of postage if the mail is sent to the Student's home address.

E) At the University's discretion, information may be left on a Student's cell phone voicemail.

F) Information is also provided on the University's website, which should be checked on a regular basis.

**29. Final Interpretation and Right to Modification:** The final interpretation of any and all policies stated herein is at the sole discretion of the University. Furthermore, the University reserves the right to modify this Resident Student Housing Agreement at any time without prior notification.

**30. Student Compliance:** The Student recognizes that their participation in the housing selection process constitutes a commitment to observe all stipulations set forth in this agreement. The Student also understands that a failure to comply with these expectations shall subject them to accountability through the judicial process. Such action may include possible termination of the agreement to provide campus housing, with no refund of fees.

Revised January 2020