

Utah State University

Blanding Campus

Residential Living Handbook

**THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS
PLEASE READ CAREFULLY**

Residents are responsible for their behavior and their guests' behavior!

All tenants shall comply with the following rules and any additional rules which are deemed reasonable and necessary and which are posted and/or distributed by USU-Blanding.

I. CONTRACT COMMITMENT

A. CONTRACTUAL AGREEMENT: No term or condition of this Residential Living Handbook/Contractual Agreement can be waived, and no statement made by the Office of Residential Living and Dining Services or its agents is considered a waiver of any term or condition, whether expressed or implied. Should any clause or portion of this Contractual Agreement be held invalid, the other portions continue to be in force. Any individual exceptions or cancellations are at the discretion of the Director of Housing and Dining Services or designee. All exceptions will be in writing.

B. HOUSING CONTRACT: This contract does not imply acceptance to any academic program of USU- Blanding Campus. In signing this contract an applicant accepts all University standards and regulations and understands and accepts the conditions outlined in this contract. It is the responsibility of the student for knowing and complying with regulations contained in official college publications. The student makes themselves subject to any disciplinary action by failing to adhere to the set regulations and standards.

II. TERMS AND CONDITIONS OF THIS AGREEMENT

A. ELIGIBILITY REQUIREMENT: Only students regularly enrolled and maintaining a minimum of ten (10) credit hours, unless special written permission is given by the Housing Director may reside at campus housing.

B. APPLICATION: A completed residential living application form, current deposit and financial "Sign-Off" form are necessary before a student can be considered for a room in residential living, except those deposits carried over by returning residents from previous years. Assignment and placement in residential living does not serve as admission to the University.

C. NOTIFICATION: The student's contract will be processed regardless of the Student's admission to the USU- Blanding Campus. If admission to the University is denied it is the responsibility of the student to notify Housing in writing within ten (10) days of receipt of denial from the college for the \$125.00 security deposit to be refunded.

III. DURATION OF CONTRACT

A. LENGTH OF CONTRACT: The Student is liable for all fees for the entire length of the Contractual Agreement which is for the **full** academic year regardless of occupancy.

B. OCCUPANCY: The term of this Contractual Agreement is for the **full** academic year commencing with the move in grace period which starts one (1) day before the beginning of Fall Semester and ending at the last day of finals of Spring Semester at 5.00 p.m. When students check in, they must complete a "check-in" form. Students who are granted permission to occupy accommodations prior to the scheduled dates shall be charged a \$10.00 daily rate for the extra days; to be paid in advance to the University. If a student does not continue residency in resident housing after fall semester, and fails to vacate the room and do a check-out before the scheduled break, a \$10.00 daily room rent will be charged until the room is vacated and a proper check-out is completed. No room or meal plan reduction shall be permitted for absences.

IV. CONTRACT RELEASE (BEFORE OCCUPANCY)

Students desiring to cancel this contract prior to taking occupancy are required to submit written notification to the Office of Residential Living via mail, email or fax. The postmark on the envelope or date stamp on the email or fax will serve as the date of official notification. Send notification to: USU- Blanding Campus, Office of Residential Living, 639 W. 100 S., Blanding, Utah 84511. Email: kol.conway@usu.edu Ph#435-678-8157 Fax#435-678-2220.

A. Fall Semester Cancellation Deadline: If notification is received on or before May 1st, the \$125 security deposit and any prepaid rent will be refunded in full. From May 2nd through June 15th, the \$125 security deposit is forfeited. After June 15th, the student must meet one of the contract release conditions listed under Section VIII, to be released from their contract.

B. Spring Semester Cancellation Deadline: If notification is received on or before October 15, the \$125 security deposit and any pre-paid rent will be refunded in full. From October 16th through November 1, the \$125 security deposit is forfeited. After November 1st, the Student must meet one of the contract release conditions listed under Section VIII, to be released from their contract.

V. CONTRACT RELEASE (AFTER OCCUPANCY)

All students sign a contract for the full academic year as defined in Section III. Prior to the completion of the academic year, any student may be released from their contract for one of the reasons listed below. The Student must provide proper notification by submitting their intent in writing to the Office of Residential Living at least 30 day prior to departure. Students requesting to be released from their contract without proper notice will forfeit their deposit and may incur additional charges. All documentation will be reviewed by the Office of Residential Living before approval is granted. The Student has the responsibility for providing verification to the Office of Residential Living for termination within 30 days after officially checking out or the total rent will be charged to the Student's account. All circumstances must occur during the semester for which the Student is requesting to be released.

A. Withdrawal from school for medical reason - Requires signed approval from a licensed practicing physician requiring withdrawal for illness. As stated above, the circumstance must occur during the semester for which the resident is requesting to be released i.e. cannot be a Pre-existing condition.

B. Withdrawal from school to serve in the military– Requires copy of official papers.

C. Change in Marital Status this circumstance must occur during the semester for which the Student is requesting to be released. Furthermore, the Student is responsible to provide sufficient written documentation verifying reasons for withdrawal. All documentation will be reviewed by Housing before approval is granted.

D. Complete withdrawal and non-registration from USU- Blanding Campus for the remainder of the academic year will release the Student from their remaining contractual obligations. However, the \$125 deposit will be forfeited and rental charges and fees prorated to date of checkout. The Student must submit an "Intent to Vacate" form.

E. A student withdrawing due to the loss of a scholarship or financial aid during the school academic year or at the end of Fall Semester will not void this contract.

Any withdraw; suspension, transfer to another University or dismissal from the University is considered a breach of contract requiring the student's immediate removal from the USU- Blanding Residential Living and payment of all existing and future obligations under the agreement.

VI. DEPOSITS/DEPOSIT REFUNDS

A. Payment: The Student must pay the specified application fee, housing deposit, all housing charges, and meal plan for residential living accommodations when due. See payment schedule on application. No refunds on room rental are granted to any student who arrives late or leaves early during any semester (other than those actions directly affected by Contract Release section.)

B. Deposit Use: The Residential living deposit is for security, damage, and cleaning. The deposit is not to be considered a part of the rent payment and is separate from the rental amount. The deposit may be carried forward to a Residential Living Contractual Agreement for the following Academic Year if requested by student by May 1 to the Office of Residential Living. The University may apply the deposit to Residential Living charges due and to loss or damage to the Residential Living or its equipment for which the Student is liable.

C. Application fee: The application fee is non-refundable.

D. DEPOSIT REFUND (**before academic year is over**): All housing deposit refunds that occur during the academic school year require a student to be released from their contract from one of the reasons listed under Section V, **Contract Release (After Occupancy) and to give proper notification 30 days prior to departure.**

E. DEPOSIT REFUND (**at the end of academic year**): Upon completion of this Contractual Agreement for the full academic year, the housing deposit is refunded in the following circumstances only:

1. When all terms of this Contractual Agreement have been met.
2. When a properly signed checkout form is returned to the Residential Living Office with the assigned room key.
3. All USU- Blanding Campus housing assessments/charges have been paid.

VII. ROOM ASSIGNMENTS

A. **REASSIGNMENT AND CONSOLIDATION**: The Residential Living Office reserves the right to reassign rooms in the interest of order, safety, health, discipline, disaster or best use of facilities for the good of residential living, including, but not limited to consolidation of rooms. The University reserves the right to schedule unoccupied rooms for other uses throughout the year. If a vacancy occurs in a room, the student agrees to accept other roommates as assigned or move to other quarters at the request of the Residential Living Office.

B. ROOM CHANGES: All room changes and transfers must be properly documented with a check-in and check-out, which must be completed within 48 hours of change. Requests shall be accepted by the Residential Living Office during the first two weeks of class each semester.

C. PRIVATE ROOMS: Requested and Accidental - As space permits, private rooms may become available. The student who does not have a roommate and is paying the standard double room rate shall choose one of the following options:

- a. Within one week, accept a new roommate or move in with another student who has no roommate and is paying the standard double room rate.
- b. Pay the additional single room charge. No unpaid singles are permitted. The student who remains as a single occupant of a room after being directed to consolidate will automatically be charged a single room fee.

VIII. CONTRACT TERMINATION

The Office of Residential Living may terminate this contract and take possession of any housing unit at any time for violation of the reasons listed below. **No refunds will be granted to Students whose contract is terminated by the Office of Residential Living for violating the provisions listed below. Student will be liable for the full amount of their rent for the remainder of the academic year as stipulated under the terms and conditions of this contract.** In Accordance with Applicable State laws, USU- Blanding Campus may terminate this contract, and give the Student written notice to quit the premises, for the following reasons:

A. Failure to pay rent or any other housing charges when due. Failure to pay housing charges when due will also result in a hold being placed on the Student's official transcript, and will prevent subsequent registration at USU- Blanding Campus. **Special Note:** Students who have not paid rent when it is due, (Promissory Note or Short Term Loan), may be deemed to be withdrawing from the residential living and may be processed as such, i.e., forfeiture of deposits, etc.

➤ **Promissory Note.**

- In the event that your account is fifteen (15) days past due,
 - You will be given a notice of entering the ten (10) day "Grace Period."
 - If your account is not in good standing by the end of the grace period.
 - You will be issued an eviction notice.

B. Noncompliance with the rules and regulations of the residential living handbook and noncompliance with Federal, State or Local Laws or USU- Blanding Campus policies where applicable.

C. Destruction (by the Student and/or guest) from fire or other causes that make the room inhabitable and/or any malicious acts to the residential living.

D. Behavior which interferes negatively with the living-learning environment of the residential living complex. This would include the failure to respect the rights of other Students through the creation of loud noises, obnoxious odors or other sensory disturbances which interferes with the quiet and peaceful enjoyment of the residential living environment. Loud noise shall include, but not be limited to, the loud use of radio, musical instrument, television, stereo, or other amplified sound equipment.

E. False statements or misrepresentation by the resident made in connection with the residential living contractual agreement. In addition, or as an alternative to terminating the contract, the Office of Residential Living reserves the right to pursue disciplinary procedures specified in the USU- Blanding Campus Student Code for violation of its provisions, and takes action to recover the cost of damage caused by the Student and/or administrative relief which are available. The Office of Residential Living has sole option of canceling this contract.

IX. CHECK - OUT PROCEDURES: The student shall follow proper check-out procedures when vacating the residential living complex. These consist of:

- a. Clean thoroughly the bedroom, bathroom, sink area and hallway.
- b. Remove all personal belongings from the room. Any property left on the premises will be deemed abandoned and disposed of.
- c. Set a time to do a walk through of dorm with Housing Staff or RA's
- d. Sign and date a completed check out form.
- e. Students who leave residence housing at the end of the semester must check out by 5 pm on the day of finals. Failure to do so

will result in a daily charge until proper check-out is completed.

Unless all of these items are satisfactorily completed, a proper check-out has not been executed and rent/penalty continues to be assessed.

X. CAFETERIA: All students in residential living are required to purchase a meal plan with USU- Blanding Campus Cafeteria. The cafeteria will be closed on weekends, all holidays and all academic breaks.

XI. ACIDEMIC BREAKS: Students are welcome to stay during Thanksgiving, Winter, and Spring breaks with pre- approval from Housing Management. Reminder, there will be no meals served in the cafeteria at this time. There will also not be allowed any overnight guests at these times.

XII. STUDENT INSURANCE

The Office of Residential Living is not responsible for the loss, damage, valuables, money or destruction of Student's personal property unless such loss, damage, or destruction is the direct result of negligence on the part of the Office of Residential Living. It is the Student's responsibility to acquire or extend family insurance to cover his/her belongings, if such coverage is desired.

XIII. STUDENT RESPONSIBILITIES

A. Smoke free environment: Utah's Clean Air Act 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 other state agency. USU- Blanding Campus is a state-owned agency, therefore all buildings including residence halls are subject to this act. This act also stipulates those who choose to smoke must do so 25 feet away from the building.

B. Alcohol and Drug Free Environment: No individual or resident, regardless of age, may consume or be in possession of alcoholic beverages or illegal drugs or drug paraphernalia at any time, in or on property owned or operated by USU- Blanding. No alcoholic beverages or their containers (empty or full) or for decoration purposes are to be stored in rooms or any area of USU- Blanding property at any time. A violation of this policy will result in immediate removal from college housing, along with forfeit of housing deposit. This removal will not release you from any financial obligation under this contract.

C. Guests: Overnight guests of the opposite sex are prohibited. All other overnight guests must be acceptable to all roommates and the housing management must have 24 hour notice prior to the stay. Your guests must be supervised while in your room (this is for the safety of everyone and their possessions). You are responsible for your guest's actions; damages and violation of rules; guests will be subject to immediate removal if their behavior is deemed inappropriate.

D. Courtesy Hours: All residents must be considerate of others when using stereos or loud electronic equipment other musical instrument, or talking in common areas. Courtesy hours are in effect 24 hours a day. The right to quiet supersedes the right to make noise.

E. Quiet Hours: Daily from 11:00 pm to 8:00 am. Excessive noise from radios, stereos and TV's are not allowed at this time. If you can hear it outside your room it's too loud. Any loud noises or yelling; in the halls, quad or outside at this time will result in a written warning. Multiple offences will result in fines and lead to eviction.

D. Visiting hours: Non-resident visiting hours are from 8:00 am to 11:00 pm. All visitors must leave the premises when visiting hours are over (unless they have an overnight guest pass) or will be cited for trespassing. When visitors are in a dorm room during visiting hours they must be supervised (see guest rules) and both doors must be open a minimum of 10 inches.

E. Quad hours: Access to the "Quad" for non-residents is available during visiting hours as outlined. Students who live in the dorms will be allowed access to the Quad until 1:00 am every day of the week. Quiet hours supersede any other hours so when in the Quad after 11:00 pm please respect others rights to quiet. No sport activities, football, basketball, Frisbee, hacky sack, skateboard, rollerblades, water balloons or any other sport equipment or activity is permitted in the quad. After 1:00 am residential living individuals may pass through, but no loitering.

F. No Animals

G. No Bicycles can be stored in rooms, storage areas or any other area inside the dorms, hallways, or Quad.

H. Excessive Trash. You are required to have a small sized waste basket (no larger than 8 gallon capacity) in your room (trash must be in the waste basket). There is a large dumpster located in the parking lot at the BAEC for the disposal of your garbage.

I. Room Key. Every resident is issued one key. Carry your keys at all times. There is a \$25.00 replacement charge for each key that is lost or not returned. All students are issued one key card which gives them access to their assigned hall. There is a \$10.00 charge for replacement of lost key cards.

J. Pornography/Obscene Conduct and/or Language.

Pornographic material is not allowed on or about the complex. Any pornographic or sexually suggestive material will be turned over to management. Any pictures, posters or other items on display may not be sexually suggestive.

Disorderly conduct, including sexual harassment, use of foul, offensive, vulgar and/or abusive language (including signs, symbols, etc.) will not be tolerated and violates the terms of the lease (resulting in eviction).

K. Items listed below are not allowed in the Student's rooms, common areas, or storage areas:

- Swords, firearms, ammunition, explosives, fireworks, weapons, bows, arrows, hazardous chemicals, gasoline, gasoline powered vehicles, vehicle parts, barbecue grills, propane bottles, and air-conditioning units or any other unit deemed unsafe by the Office of Residential Living.
- Electrical items that use more than 10 volts. This would not include items such as clock, radio, stereo equipment, T.V., computer equipment, small microwave or other low wattage equipment.
- Water Bed or other water filled furniture.
- Halogen Bulbs
- Candles or Open Flame of any kind, this includes incense sticks, and incense plug-ins.

L. The student's room shall not be used for commercial or solicitation purposes.

M. The student's room shall not be sublet.

N. No chewing (spitting) of tobacco in the residence halls.

O. No removal of screens from windows or entry into rooms through the windows.

P. **Damages:** Each student is individually responsible for the cost of replacement or repair of any breakage or damage to their assigned room or any damage for which they are responsible for. Each student is jointly responsible for the cost of replacement or repair of any breakage or damage in the common or public areas.

Q. **Alterations:** No changes shall be made in resident rooms and halls. This includes but is not limited to, shelves, partitions, wallpaper, painting, plumbing, heating, or other structural changes or alterations to furniture, or removal of furniture and its replacement with other items owned by the Student.

R. The student shall not disturb, harass, or interfere with Students or hall staff in their peaceful use of residence halls.

S. **Student Noncompliance:** In the event the student fails to comply with the terms and conditions of the Student Housing Contract. Housing and Dining services may take the following actions against the Student:

1. Cancel this agreement without notice to cure.
2. Serve notice to vacate premises pursuant to applicable University policies and state laws.
3. Place student on resident probation.
4. Utilize any and all remedies, including equitable and legal, judicial and/or administrative reliefs which are available.

XIV. **INSPECTIONS:** The University reserves the right to enter students' rooms for purposes of repairs and inspections, protection and maintenance of property, safety of students and whenever necessary to aid in basic responsibility of the University regarding discipline and maintenance of the educational atmosphere,

a. Room Check Bi-Weekly.

◆ Room check will be bi-weekly or may occur more frequent if deemed necessary by residential living office.

b. You're responsible to keep your room, bathroom and sink area and the outer hallway clean and free of trash.

c. You or your roommate must be present during the inspection.

If your room does not pass inspection, it will be handled case by case, and fines will increase.

◆ Missed room check - \$25.00 fined per student each occurrence.

XV. Computers

Computers located in common areas for student use must comply with the same rules as the computer lab agreement you signed when you opened your account at the beginning of the semester.

XVI. Fines

a. Fines are part of your personal residential living file.

b. Fines are tracked by management and recorded with your financial records at the USU- Blanding Campus Business Office.

c. **Deception or interference with compliance to or enforcement of these rules is classified as unusual and extreme and will be handled case by case, and fines will increase.**

◆ Management reserves the right to set or increase any fine when not specifically stated or unusual or extreme conditions require.

XVII. Probation

a. Probation is one step away from eviction from Residential Living Complex.

b. Once a student is placed on probation, they forfeit their general privileges.

c. While on probation, you may use the Quad for visiting – No Guest Pass Allowed.

d. You will be on your best behavior and perform 20 hours of service work. It must be completed within 30 days from the date you receive your probation notice. If not completed you will be evicted from residential living.

e. If you receive any violation/citation/fines after having been put on probation, you will be evicted.

f. Right to appeal (Students Code of Conduct, pp7).

XVIII. Eviction - Resident Housing.

a. If for any reason you are evicted from the Resident Housing, **your deposit will be forfeited.**

b. You will be charged the **full contract amount** for housing.

c. You will be charged cleaning/damage fees.

d. You are restricted from the residential living for the school year.

e. Any resident wishing to return after being evicted must have written permission, from the campus housing committee.

f. If the campus housing committee reinstates you into residential living:

◆ Will be on probation for one semester.

g. You will be on your best behavior and perform 20 hours of service work. It must be completed in 30 days from the date you receive your probation notice. If not completed you will be evicted from residential living.

h. Eviction or expulsion again, the student may not be re-admitted.

FYI (For Your Information)

Cooking in bedroom

Microwave cooking is permitted.

The use of items such as, but not limited to, coil resistant appliance, crock-pot, wok, hot plates, or toasters are not permitted. Other cooking appliance must automatically turn off including but not limited to coffee makers, rice cooker, tea boilers, etc.

- Use only Surge Protector AC extension (extension cord) devices and only 1 per room outlet!
- **Wall Hangings, Pictures, Posters.**
 - Please use adhesive putty, small amounts of scotch tape to secure wall hangings.
 - Foam Style Tape, Adhesive Pads, Nails, Thumb Tacks or Push Pins are not allowed.
 - Damages will be assessed at the end of each semester, and fines will be issued.
- **Personal Property.**
 - **DO NOT Keep Money or Valuables in your room – in the past there have been thefts. Resident Housing is not responsible for your personal possessions!**
 - What you move into your room must be removed when you leave.
 - Unclaimed personal property will be disposed of after 10 days.
- **Laundry Room.**
 - You are responsible for loss or damage to any personal items while using the coin-operated laundry machines.
 - Problems with washer or dryers – contact Food Service or Housing management.
- **Dorm Room Alterations.**
 - Room alterations are not permitted.
 - No Blankets or coverings are allowed on windows.
 - No other changes to the room are allowed without prior approval by housing manager
 - You can rearrange your personal items.
- **Promissory Note.**
 - In the event that your account is fifteen (15) days past due,
 - You will be given a notice of entering the ten (10) day “Grace Period.”
 - If your account is not in good standing by the end of the grace period.
 - You will be issued an eviction notice.