# UTAH STATE UNIVERSITY

# HOUSING SERVICES & RESIDENCE LIFE

RULES AND POLICIES

for

Family Student Housing

Updated October 20, 2022



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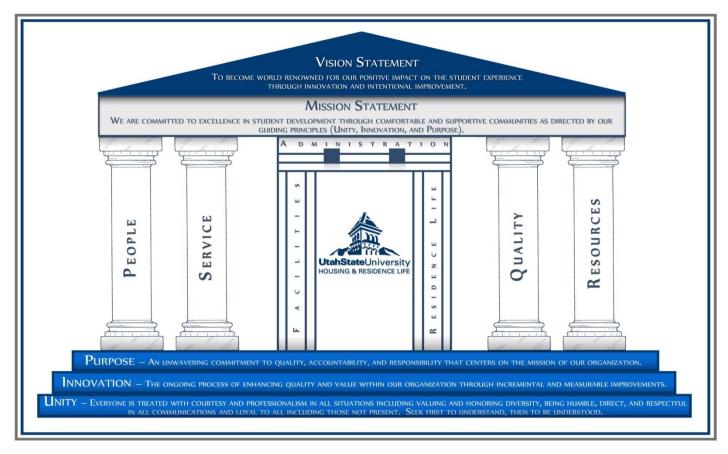
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Utah State University is an equal opportunity employer and does not discriminate or tolerate discrimination including harassment in employment including in hiring, promotion, transfer, or termination based on race, color, religion, sex, national origin, age, genetic information, sexual orientation, gender identity or expression, disability, status as a protected veteran, or any other status protected by University policy or any other federal, state, or local law	37



Utah State University does not discriminate in its housing offerings and will treat all persons fairly and equally with	ıout
regard to race, color, religion, sex, familial status, disability, national origin, source of income, sexual orientation, o	r
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#### VISION AND MISSION



#### RESIDENCE LIFE

The Utah State University educational experience extends beyond the classroom into the Housing community through the Residence Life program. We exist to support and complement the academic mission of the University by providing support for overall student development.

#### Our program is built around four Guiding Principles

- Personal Growth
- Healthy Lifestyles
- Academic Support
- Social Responsibility

Professional Staff, or ProStaff, are area supervisors for specific buildings or groups within the residence life program. At USU, ProStaff includes Area Coordinators, Residence Directors, Graduate Residence Directors, an Academic Programs Coordinator and an RHA Advisor. Paraprofessional, or Student Staff, includes the Resident Assistants, Academic Mentors, and RHA executives working in the different housing areas.

We work closely with other departments on campus to connect residents with important resources and we strive to educate residents about their influence and responsibility within their community. The Residence Life program is closely aligned with the ideals of the Aggies Think, Care, Act Initiative.



#### Aggies Think, Care, Act Mission Statement

"Aggies Think, Care, Act" is designed to introduce Aggies to the social responsibility expected as a member of the Utah State caring community that values human dignity, equality, respect and safety for each individual student, faculty, staff and alumni."

#### We encourage residents to become actively involved in their Housing community!

Residence Hall Association (RHA), National Residence Hall Honorary (NRHH), & RHA Area Councils

#### **Residence Hall Association**

RHA is the largest student-run organization in the world, and its focus is empowering residents to play an active role in their community, on their campus, and even at regional and national levels. Our RHA has an Executive Board comprised of students who are selected by Professional Housing Staff and voted in by residents of On-Campus Housing. Each executive has different but complementary responsibilities to serve the on-campus community and oversee all aspects of RHA.

At USU, RHA provides leadership opportunities for residents, such as holding a position in the RHA Area Councils, becoming a member of NRHH, or representing USU's RHA at regional and national Housing and Residence Life conferences. RHA provides opportunities for personal growth, leadership development, and scholarship opportunities for active and hardworking members. Attending an RHA conference also allows residents to meet people from all over the country (even people from Canada, South Africa, Qatar, and Taiwan!), learn more about Residence Life, attend amazing programs and activities, and then bring back everything they've learned back to USU.

Each year, our RHA hosts fun activities like an event during the Weeks of Welcome, Humans vs. Zombies, and Housing and Residence Life Showcase Events among many others. Residents have the opportunity to participate in all of these programs by attending, volunteering, or even helping with the planning and implementation.

Another focus of RHA is helping students have a voice that can be heard. This is done through resident participation in monthly General Council Meetings, where they can represent their fellow students, vote on RHA legislation, and network with residents from other areas of campus. Residents can also fill out Advocacy Forms and come up with solutions to problems and issues they see in their community. The RHA Executives work hard to make sure residents' ideas are heard (and in many cases) implemented by Housing and University officials.

For more information about RHA and RHA Councils, email matt.anderson@usu.edu or visit http://usu.edu/rha/.

#### **Area Councils**

An RHA Council is a collection of residents who are highly involved in their community by working with RAs and Peer Mentors, attending RHA leadership retreats, planning and implementing large-scale activities, and getting involved in service projects, all while service as student advocates for their communities. Each RHA Council is advised by an RHA Executive, and there is one per Housing Area. Residents are voted into leadership positions within AC by their fellow residents. Everyone is welcome to come to the meetings!

#### **National Residence Hall Honorary**

NRHH is an internationally recognized honor society for members of the on-campus community who show outstanding leadership, community involvement, scholarship, and service. The organization is based on four pillars: leadership, recognition, service, and scholastics.



If you are passionate about service and learning, if you want opportunities to develop your leadership abilities and to make a difference in your community, and if you would like to shape your resume to be competitive in the workplace; you'll find that NRHH is an organization for you.

With monthly service projects and recognition activities, leadership development training, opportunities to take on leadership positions, and the opportunity to attend regional and national Housing conferences the opportunities for members of NRHH are endless. Coupled with academic support and the accomplishment of graduating with honor cords, NRHH is a meaningful part of the USU and RHA experience.

For more information about NRHH, including membership requirements and an application, please email <a href="matt.anderson@usu.edu">matt.anderson@usu.edu</a> or visit <a href="http://usu.edu/rha">http://usu.edu/rha</a>.



#### 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 & 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 & 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 & 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 manual and may refer to the resident listed as the contract holder and/or their spouse and/or children. Residents and their guests are bound by the terms, conditions, and regulations of the signed Housing agreement and contract for the entire contract year, or balance thereof. It is the resident's 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.

# \*\*\*COVID-19 Policy Addendum\*\*\*

This policy addendum modifies certain Housing and Residence Life procedures described below. As long as this addendum is in effect, any procedures that are inconsistent with this addendum are suspended. Residents are encouraged to carefully review this addendum and all Housing and Residence Life policies, and to seek assistance from their ResidentAdvisors as needed. Residents should keep in mind that violations of this policy addendum will be considered serious violations that could result in disciplinary action under the Student Code, including the possibility of suspension or expulsion.

**Health Monitoring and Reporting:** Residents are expected to monitor their health and to seek appropriate care in order to minimize the possibility of spreading COVID-19. Residents who have been asked to quarantine, self-isolate or who have had a COVID-19 test must submit the COVID-19 Questionnaire available at: https://www.usu.edu/covid-19/.

**Self-isolation:** Self-isolation will be required consistent with the University practices described on the <u>University's COVID-19 information guide</u>, including "If You Feel Sick" requirements: https://www.usu.edu/covid-19/if-you-are-sick/and https://www.usu.edu/student-affairs/wellbeing, and isolation may be required, among other circumstances, wherea resident tests positive for COVID-19 or has symptoms consistent with COVID-19, or where a resident has been exposed to someone who has tested positive or has such symptoms. Housing and Residence Life may also require testing of residents for COVID-19, including both symptom checking and medical testing, to facilitate appropriate isolation.

**Testing:** Housing and Residence Life may require testing of residents for COVID-19, including both symptom checking and medical testing, to facilitate appropriate isolation.

**Public Health Authorities:** Isolation or other steps may be required by appropriate public health authorities, and residents must comply with any directive of a public health authority, such as Bear River Health Department.

**Demographic Information:** Residents may be required to provide information on whether any members of their immediate family have tested positive for COVID-19 or have symptoms consistent with COVID-19, and locations anddates of travel.





# **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.

#### **Contract Renewal**

A Housing contract is renewable annually, at the discretion of Housing, 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.

A new contract must be completed by no later than April 15 each year. Failure to complete the contract renewal form by the required deadline may result in termination of the contract as of the current contract-ending date and forfeiture of the deposit.

# **Rent Payment and Utilities**

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 make a payment go to <a href="http://www.usu.edu/myusu">http://www.usu.edu/myusu</a>. Click on *Access (Banner)* then click *Login to TouchNet (payment system)*. Enter you're A# and password to log in to the system. Follow the instructions for your chosen method of payment from that point on.

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 having classes 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. 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 such notice is given to Housing within 15 days of receipt of notice of rent increase.

Housing charges are assessed to the resident's University Banner account the 1st day of each month. Residents will then need to log into their Banner account to make their monthly payment as instructed above. Payments are considered delinquent after the 5th of the month in which they are due. Delinquent accounts will be assessed an automatic late fee after the 5th day 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 \$20 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.

All residents in Family Housing 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. Local telephone service is NOT included in the rent cost. Residents can sign up for a land line by contacting USU Information Technology at <a href="http://it.usu.edu/htm/students/telephone-service-application">http://it.usu.edu/htm/students/telephone-service-application</a>.

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.

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.

#### **COMMUNITY LIVING**

On-campus Family Housing is referred to as Family Housing Communities or FHC. The FHC Staff are Receptionists, Resident Assistants (RAs), an Education Specialist, and the Family Communities Coordinator. The FHC Staff are required to inspect the FHC Area on a regular basis and to build community within the area they are assigned to. This includes visiting residents, providing regularly held activities and programs, being a resource to our residents, and enforcing Housing Policies. Residents are encouraged to meet with and get to know their Resident Assistant, as soon as they can.

# **Community Living**

Community living requires that each resident be aware that his/her behavior or actions will affect other residents. Residents and their guests should not disturb, annoy, or harass community members 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. On-campus housing units are intended for primary use by residents of that unit. In all circumstances, respect for the rights of other residents will be considered the highest priority. If problems arise that residents cannot resolve among themselves, they should seek assistance from a Resident Assistant or the Family Communities Coordinator.

#### **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 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:

- Personal and academic integrity through elimination of deceit, plagiarism, lying, and disloyalty.
- Dignity of all persons, by not demeaning, teasing, ridiculing, or insulting individuals or groups.
- Rights and property of others, by demonstrating concern for others' property
- Discouraging bigotry, by striving to learn from and accept the inherent differences in people, ideas, and opinions which contribute to an academic community.
- Keeping the living environment clean and attractive, knowing that such an environment is essential to positive physical, mental, and academic health.



• 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 is committed to respecting diversity and equality among its students and residents, seeking to:

- Aid students in the enhancement of their cultural experiences.
- Promote cultural acknowledgment among all religions, races, national origins, and ages.
- Encourage respect for different abilities, sexual orientations, and genders.
- 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 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 who 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 apartment both in terms of space and time.

YOU HAVE THE RESPONSIBILITY to inform your neighbors of your wishes and preferences for hours of sleep and study 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 while living on campus.

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/meetings.



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.

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, student conduct proceedings, legal actions, and/or eviction, for either singular or repeated occurrences.

# **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 the RA or another Residence Life staff member.

# **Appeals and Grievance Procedures**

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

Housing Resident

Resident Assistant

Family Communities Coordinator

Associate Director Residence Life

Director Residence Life

Director Residence Life

Associate Director of Housing & Residence Life

Vecential President for Business and Finance

Vice President for Business and Finance

President of Utah State University

#### **Student Conduct Policies**

Appropriate student conduct is expected of students living on campus and our approach to addressing student conduct concerns is done from the perspective of social responsibility and respect for others. The Residence Life staff is primarily responsible for addressing student conduct issues within their respective community. 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, including Resident Assistants, represent 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 non-compliance 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.



Resident Assistants are the frontline policy enforcers, but all employees of Housing Services and Residence Life are empowered and authorized to enforce policies in any Housing community at any time. Each community is overseen by a Professional Employee (ProStaff) of the University and they serve as the primary student conduct officer for that community. The focus of our response to student conduct concerns is student development and education utilizing the principles of social and restorative justice. Residents who may be in violation of Housing and Residence Life policies or the ideals outlined in the Community Living Declarations will be required to meet with their RA or ProStaff. The process to be followed will be at the discretion of the ProStaff.

The ProStaff may consult with the Director of Residence Life to determine the best course of action to be taken in addressing student conduct issues. The ProStaff will make a decision in a timely manner given the information at hand and inform the resident of the decision in writing. Residents may appeal to the Director of Residence Life if they do not agree with the decision of their ProStaff.

A resident evicted from the Housing system will be responsible for any rent due at the date of the eviction and the full costs of all vandalism or damages incurred. **Eviction will result in forfeiture of security deposit and loss of Housing contractual privileges.** Housing Administration will discuss the potential return of an evicted resident on a case by case basis if they reapply for On-Campus Housing.

Residence Life staff may impose any restorative measure they deem necessary in no specific order. Failure to comply with stated or written directions, or violations of contractual or obligations as stated within this manual, can each result in various discretionary staff responses. The range of restorative measures available to the staff in addressing inappropriate student conduct singularly or in combination include, but are not limited to the following:

- VERBAL WARNING. A violation occurred, but discussion resolved the issue.
- 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.
- LETTER OF APOLOGY. To be delivered to the injured party after review by Housing staff.
- COMMUNITY SERVICE PROJECTS. Projects of a remedial or educational nature may be assigned. These include, but are not limited to, 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 Residence Life staff and the resident.
- BEHAVIORAL CONTRACT. An agreement for restorative measures, prohibited behaviors, probationary status
  and/or referral requirements may be used to formalize and make clear expectations for continued membership
  within the community.
- FINES. Published fines or fees may be imposed, as established and printed in this Manual and/or other Housing documents or flyers.
- RESTITUTION. Monetary compensation paid for damages to Housing property or individual property.
- REQUIRED COUNSELING. Referral to the Counseling and Psychological Services (CAPS), 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.
- 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.
- DISCIPLINARY TRANSFER. A staff recommendation for transfer of an unruly resident to another apartment, floor, or building will be implemented only upon approval from the 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.
- PROBATION. May be assessed by Housing for a specified period of time. Restorative measures may encompass a particular area or be applied within the Housing system. Resident is also informed that another violation may result in eviction.



- 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.
- EVICTION. Any staff recommendation for eviction will be referred to the Director for Residence Life. A resident may not avoid a Notice to Quit Premises by not accepting the notice. The notice may by 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.

#### **Transfers**

A transfer is defined as a resident family currently living in Housing moving from one On-Campus Housing unit to another, regardless of the name listed on the contract. Transfers in Family Housing are approved only as space becomes available and in the order applications are received. Resident transfer requests are approved at Housing's discretion and usually 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 a Family Housing resident in "Good Standing" for no less than two (2) consecutive semesters, defined as: being current with rent and utility payments and uninvolved in disciplinary matters or residential conflicts.
- Submit written request for an apartment transfer on the form provided at the Family Housing Office.
- An inspection of the resident's current apartment must occur prior to any transfer being approved.
  - o Residents who do not care properly for their apartments may not be granted a transfer approval.
- Pay a \$150 transfer fee at the time the transfer is made.
- Any resident without a disability 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 Housing Office.

# **Check-In Procedures**

Family Housing residents report to the Housing Administrative Office at 1125 E. 1000 N., to check-in and pick-up apartment keys. Residents will receive Welcome Packet of information and an assessment form regarding the check-in condition of the apartment. Complete the assessment and return it to the Housing Administrative Office. All requested corresponding family documentation (marriage, birth certificates, I-20, etc.,) needs to be provided to the Housing Administrative Office within three (3) working days of move-in.

#### **Check-Out Procedures**

Call the Housing Administrative Office at 435-797-0281 to schedule a check-out appointment at least 48 hours (but less than 1 week) before the date listed on the vacate form to confirm your move out date.

On your move out day, make sure all items on the list are completed. Leave all of your apartment door keys and your mail key on the kitchen counter next to the sink. Call 435-797-0281 again and it if the phone is answered, give us your information and explain you are on your way out of the apartment. If the office is closed or the phone goes to voice mail for another reason, leave a message with your name, apartment number and the date/time and that you have completed your move-out. Lock the doors. The check-out will be completed by our staff the following business day. You will not be present for the walk-through. If this process is not followed, rent will continue to be charged until we are able to contact you and confirm you are out of the apartment.

All missing keys will be charged at a rate of \$50 fee per door lock and \$27.50 per mailbox key. Keys returned after you depart or vacate will not be accepted, once the re-key has been completed.



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.

It is important to properly checkout of your apartment to receive a security deposit refund. All personal belongings must be removed from your apartment and storage areas. 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.

Remember that you are responsible for the overall cleanliness of your apartment. All charges for damages and/or cleaning will be assessed to your account and deducted from your deposit. If your deposit has been forfeited, or if the damage and cleaning charges are in excess of your deposit, you will be billed accordingly. Cleaning charges will be billed to the resident at the rate of \$30 per hour (minimum charge \$30.00). Resident thus forfeits his/her opportunity to participate in any subsequent appeal process of assessed charges.

If you are not returning to Utah State University Housing, any charges or an appropriate refund of your security deposit will be processed through the Student's University Banner account 3-5 days after the completed check-out. If the Student owes money on 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 or direct deposit option listed in Banner. A copy of your check out paperwork can be requested from the Housing Office. **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. If you are an International Student, please contact the International Student Office.

# **Keys/Lockouts**

#### **Keys**

The resident is issued an apartment/bedroom key and a mailbox key at the time of check-in. At the time of check-out original 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 residents depart or vacate will not be accepted, once the re-key has been completed.** 

- Apartment Key replacement fee is \$50 per door.
- Mailbox key replacement fee is \$27.50.

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 action. 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 bedroom or apartment door. Damage to or tampering with a University lock will subject the resident to disciplinary action and possible charges.

# Lockouts

In an effort to help residents remember their keys, residents are charged to be let into their apartment each time they are locked out. Residents should go to the FHC Area Office or their RA during posted office hours. The staff member will verify residency and return with the resident to unlock their apartment. The resident will be charged \$1 at that time.

After office hours, call the RA on-call number that is posted for the area. Lockouts at this time will cost \$10. **These costs will not be waived.** 

Only the resident named on the lease or those listed on a submitted Lock-Out Card will be let in to the apartment. To update Lock-Out Cards please go to the Housing Administration Office.

It is the resident's responsibility to keep their door(s) locked at all times to secure their apartment. Residents should carry their key with them at all times. Propping doors open after they have been locked is prohibited.



# **Right of Entry**

The University shall at all times retain legal ownership and ultimate possession and control of the resident's apartment, as well as all University property furnished or provided. University Officials reserve the right to enter and inspect and/or repair 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 apartment will be granted to any law enforcement officer including the Utah State University Police Department possessing a valid search or arrest warrant.

Housing 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.

Housing staff are required to lock apartment doors when they leave an apartment. If a resident is locked out because of this, he or she is responsible for applicable lockout fees.

# **Area Meetings**

#### **New Resident Orientation**

Residents will be required by Housing Staff to attend a mandatory New Resident Orientation (NRO). Although couples are both encouraged to be present, at least one adult family member must attend. Resident Assistants will contact new residents to arrange this meeting. Failure to arrange an NRO with a staff member that has contacted a resident may result in a non-compliance fine being placed on the resident's account.

# **Community Meetings**

Residents may be required by Housing Staff to participate in community meetings, mandatory educational programs, and safety drills. Noncompliance may result in a minimum \$25 fine.

# **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 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:

- Residents share in the proper care, cleaning, and use of community areas and facilities, including stairs, stairwells, lounges, laundry rooms, patios, and balconies.
- Keep the apartment clean. Dispose of all trash and garbage in the outdoor dumpsters provided.
- Space should be generally clear of clutter and clean enough to access for its intended use. For example, if the
  counters cannot be used to prepare food because of dirty dishes and food storage, then this would need to be
  addressed.
  - Residents and staff should be able to easily access all doors, windows, and closets within an apartment. The front and back doors should have 36 inches of access at all times.
  - Excessive dirt, stains, or debris that may cause long-term damage to the facilities must be addressed. This
    may include, but is not limited to, cooking grease on walls or appliances, dirt and debris ground into
    carpet and tile, and hard water deposits in the toilet and tub.



- Do not leave bags of garbage or trash in a stairwell, sidewalk, or adjacent to dumpsters.
  - o Residents CANNOT Store trash and recycling on porches/patios, except when contained within a rubber/plastic/metal trashcan with a tight-fitting lid.
- Residents shall not sweep trash from inside to outside of the apartment or throw dirt, trash, garbage, or waste from windows or balconies.
- Keep stairwells, landings, and ledges clean and free of clutter from furniture, toys, bikes, baby strollers, boxes, flower pots (except straddle planters), etc. Personal belongings left in stairwells will be tagged and removed after 48 hours.
- Do not shake rugs and dust mops from patios and balconies.
- 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.
  - o Abandoning personal items in the Aggie Village laundry mat is considered littering.
- Screens must be in the windows at all times; a maintenance fee of \$50 will be assessed for violations.
- 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.
- 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.
- Shower curtains are required to be used in order to keep water from leaking into the infrastructure of the apartments and into other apartments. If a Housing Employee discovers that problems are being caused because a resident does not have a shower curtain installed USU Housing will install a shower curtain and charge the resident for the cost of the curtain.

Residents are required to pass at least one safety and cleaning inspection per year. This inspection usually occurs during the Fall Semester. RAs will notify resident of dates and expectations for safety and cleaning inspections at least five days in advance. Residents that fail this inspection, or who are reported as creating a facilities (major cleanliness), safety, or fire code issue by ANY Housing Staff will meet with the Associate Director of Residence Life and may be placed under a behavioral contract where regular inspections will be required.

#### **Fire Safety**

Each resident must be alert to the danger of fires. The following Prohibited Items and Required Actions have been determined to be potential fire hazards or necessary actions by the State of Utah's Fire Marshal and/or Risk Management Offices for all Utah State Properties, including University Properties. <u>Possession of any of the following Prohibited Items</u> or violation of Required Actions may result in a minimum \$25 for each offense.

#### **Prohibited Items**

- Incense and incense burners.
- Black-wick candles<sup>1</sup> (except for birthday candles lit by an adult), candle warmers, Scentsy style devices, and other plug-in scent devices are expressly prohibited campus-wide, unless authorized by the University Fire Marshall.
- Coiled resistance units such as hot plates.
- Halogen bulbs.
- Plastic or paper in and around kitchen stoves.
- Lighter fluid exceeding 1 pint.
- Gasoline in any amount.
- Charcoal exceeding 20 lbs.

- Theatrical performances
- Dining and food services areas
- Special religious ceremonies



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<sup>&</sup>lt;sup>1</sup> Candle usage may be requested in writing for:

- Tinfoil around heating elements of stove top
  - o Tin foil covering drip pans and range surfaces must be replaced on a regular basis.
- Motorized vehicles on porches/patios, including scooters and motorcycles.
  - Tires for vehicles cannot be stored on porches/patios
- Extension cords
  - o Extension cords may only be used for temporary decoration purposes, such as holiday lights.
- Hoverboards of any brand

#### **Required Actions**

- All means of egress (doors, windows, and hallways) must have 36 inches of access.
- There must be a 3 foot (36 inch) clearance on walls and in front of all Fire Extinguishers and Electrical Panels. Nothing may be hung on the fire extinguishers or electrical panels.
- All regularly used extension cords must be surge-protected and UL-rated. Multi-plug units must contain a safetytrip feature. Extension cords without surge protection may only be used temporarily and must be unplugged at all times when not in use.
- Grills and BBQs can only be used when placed at least 10 feet away from any housing building. The use of any grill or BBQ on a porch or patio is prohibited.
- Propane tanks cannot be stored indoors. A single propane tank, of 5 lbs. or less, is allowed on patios/porches. A larger propane tank may be brought on campus for temporary use (up to five hours) but must be stored off campus when not in use.
- Other fuel sources, such as firewood, lighter fluid, charcoal, paints, stains, etc., must be stored within a metal bin with a tight fitting lid on the patio/porch. Residents should not store more than 1 pint of lighter fluid or 20 lbs. of charcoal on their porches.
  - Use of paints, stains, paint removers, solvents or other similar flammable crafting liquids or pastes inside
    of any Housing building is prohibited. Use of these materials should be outside on grass/cardboard
    surfaces where they will not permanently alter the buildings and grounds.
- Major appliances, including refrigerators, microwaves, air conditioners, and approved space heaters<sup>2</sup> must be plugged into a wall outlet. Surge protectors and extension cords are not permitted for these appliances.

#### **Fire Extinguishers**

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 Housing 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 re-hung 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 \$75 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 Housing Facilities Office immediately for replacement.

- Be oil-filled or have a ceramic element.
- Stay below 1500 watts at highest setting.
- Have a UL listing.
- Have a self-limiting element temperature setting for ceramic elements.
- Have a tip-over safety device.
- Have a built in timer for hours of operation (not to exceed 8 hours per setting).
- Have a programmable thermostat built in.
- Have a thermal limiter for overheat protection.



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<sup>&</sup>lt;sup>2</sup> Approved space heaters must:

#### **Smoke Detectors**

Smoke detectors are installed in all Family Housing apartments. When the detector is activated, it will make a loud, piercing sound. When the detector beeps intermittently (once every 30-60 seconds), the batteries need to be replaced. It is the resident's responsibility to contact Housing Facilities if a detector seems inoperable or the batteries need to be replaced before safety inspections. Residents may contact On-Call Maintenance to take care of a nuisance detector during the night.

If Housing staff or the University Fire Marshal determine that the smoke detector and/or battery has been removed, tampered with, or is inoperable and it has not been reported, the student will be charged \$75. Removing a smoke detector or its battery because it is beeping is considered tampering.

#### 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 these signs and symptoms are observed, 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.

Combination Smoke/CO Detectors have been installed in some of our Family Housing Apartments. To find out if an apartment has one please contact the Housing Facilities Office (dispatch@usu.edu). 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 Housing Facilities Office or On-Call Maintenance as soon as possible.

#### 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 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 apartment occupants, if 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 at least \$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 littering fine of \$299.

Hookahs, water bongs and Vapor Cigarettes are prohibited in all housing areas.

# Vandalism and Defacing Policy

Defacing, removing, or destroying University or personal property (including, but not limited to, bulletin boards, posters, stickers, door tags, etc.) is vandalism and is prohibited. Intentional damage to, or improper use of, University or personal property is also prohibited and considered vandalism.

Residents are liable for any damage that they cause to Housing and Residence Life facilities or equipment, and may need to pay replacement or restoration costs. In each case, reasonable efforts will be made by Housing and Residence Life staff to determine actual responsibility. 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 to the community and divided as a separate sanction and/or charge per resident of that community.

If deemed appropriate, Housing and Residence Life staff will file a police report and legal action may be pursued.

# **Mischief and Pranking Policy**

Practical jokes, pranks and mischievous behavior may damage property, harm other individuals, increase work for facilities staff, and also increase the noise level and disturb non-involved residents. Because of the danger to others, dropping or throwing any object out of, into, or onto University property is strictly prohibited. Residents and guests who engage in careless, willful, or malicious behaviors may be held responsible for damages and clean-up. In addition, disciplinary action may be taken. 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 to the community and divided as a separate sanction and/or charge per resident of that community.

Individual or group pranks, practical jokes and/or mischief that may lead to any of the following are not permitted:

- Harassment
- Harm
- Damage to University and/or Housing and Residence Life property
- Damage to personal property
- Damage that requires abnormal and/or unnecessary cleaning of residence hall buildings and facilities
- Disruption to community and/or individuals

If deemed appropriate, Housing and Residence Life staff will file a police report and legal action may be pursued.

# **Substance Use 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. Housing regulations further prohibit possession or



storage of full or empty alcoholic beverage, bottles/containers/receptacles, as well as brewing kits. 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.

# **Residence Life Alcohol and Illegal Drug Referral Policy for Residents Alcohol**

**Minors** – first offense

Meet with ProStaff to review policy and discuss the violation

Automatic referral to the Student Wellness Center

Referral to the Executive Director for Student Life/Campus Conduct Officer

Minors – second offense

Meet with ProStaff to review policy and discuss the violation

Behavioral contract assigned including educational sanction and disciplinary probation with Housing

Referral to the Executive Director for Student Life/Campus Conduct Officer

Minors – third offense

**Eviction from Housing** 

Referral to the Executive Director for Student Life/Campus Conduct Officer

#### Over 21 – first offense

Meet with ProStaff to review policy and discuss the violation

Referral to the Student Wellness Center based on ProStaff discretion

Referral to the Executive Director for Student Life/Campus Conduct Officer based on ProStaff discretion

#### Over 21 – second offense

Meet with ProStaff to review policy and discuss the violation

Automatic referral to the Student Wellness Center

Behavioral contract assigned including educational sanction and disciplinary probation with Housing

Referral to the Executive Director for Student Life/Campus Conduct Officer

#### Over 21 - third offense

**Eviction from Housing** 

Referral to the Executive Director for Student Life/Campus Conduct Officer

#### Illegal Drugs

#### All Residents - First offense

Meet with ProStaff to review policy and discuss the violation

Automatic referral to the Student Wellness Center

Behavioral contract assigned including educational sanction and disciplinary probation with Housing

Referral to the Executive Director for Student Life/Campus Conduct Officer

#### **All Residents** – Second Offense

**Eviction from Housing** 



Referral to the Executive Director for Student Life/Campus Conduct Officer

#### **Sexual Misconduct**

Sexual misconduct, as defined by University policy, is prohibited. If you have experienced sexual misconduct (sexual harassment, sexual assault, dating/domestic violence, or stalking) while living in USU housing, you can report this incident to your resident assistant and they can provide assistance and direct you to support resources. All Residence Life staff, including resident assistants, are responsible employees and are required to report any information they receive regarding sexual misconduct to the USU Title IX Coordinator. You may also report the incident using <a href="USU">USU's online reporting form</a>.

Reports of sexual misconduct by any university student or employee are processed under the direction of the USU <u>Title IX Coordinator</u>. Information about the University's Title IX process is available here: <a href="https://equity.usu.edu/sexual-misconduct/Navigating-Title-IX-Process">https://equity.usu.edu/sexual-misconduct/Navigating-Title-IX-Process</a>.

Additional information about USU and community reporting options and support resources, including confidential resources, is available at <a href="http://www.usu.edu/sexual-assault/">http://www.usu.edu/sexual-assault/</a>.

# **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 and guests are not exempted from this policy and their hosts may be fined accordingly. Pet sitting is not allowed under any circumstances.** 

Violation of this policy may result in a \$50 fine and immediate removal of the animal by the resident. An additional \$100 fine may be assessed and eviction proceedings initiated if the animal has not been removed within three days. A notarized statement signed by the resident must be turned into the Associate Director of Residence Life regarding the permanent relocation of the animal from our premises.

# **Disability Accommodations**

Utah State University (USU) recognizes the importance of providing reasonable accommodations in its housing policies and practices where necessary for individuals with disabilities to fully participate in the University Housing program. These guidelines explain the specific requirements and processes that govern requests for reasonable accommodation in University housing. Utah State reserves the right to amend these guidelines at any time as circumstances require.

The <u>Disability Resource Center</u> (DRC) is responsible for evaluating whether to grant or deny requests for reasonable accommodation in University housing. In evaluating the request, the DRC may consult with University Housing and Residence Life, Student Health and Wellness, and Counseling and Psychological Services as necessary, to determine whether the requested accommodation is necessary and reasonable. Individuals with a disability who reside or intend to reside in University housing who believe they need a reasonable accommodation must contact the DRC.

The DRC will accept and consider requests for reasonable accommodation in University housing at any time. The individual making the request for accommodation should contact the DRC as soon as practicably possible before moving into University housing. However, if the request for accommodation is made fewer than 60 days before the individual intends to move into University housing, USU cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester or term of occupancy. If the need for the accommodation arises when an individual already resides in University housing, he/she should contact the DRC as soon as practicably possible. USU cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.



If the individual's disability and the necessity for the accommodation are obvious, the individual needs only explain what type of accommodation he/she is requesting. No third-party verification of disability and/or necessity is required under these circumstances. If the disability and/or necessity for the accommodation are not obvious, the DRC will require the individual to provide documentation from a reliable third party who can verify that the individual has a disability and that the requested accommodation is necessary to provide the individual an equal opportunity to participate at the University.

If the third-party documentation does not contain sufficient information for the DRC to determine whether an accommodation is necessary, the insufficiency and any request for additional information will be communicated in writing within ten business days of receiving the documentation.

The DRC may deny the requested accommodation if it is unreasonable. An accommodation is unreasonable if it: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters University housing policies; (3) poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including University property; and/or (4) is otherwise unreasonable to the operation of the University.

# **Emotional Support Animals**

Utah State University does not discriminate in its housing offerings and will treat all persons fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, source of income, sexual orientation, or gender identity. Additionally, the University endeavors to provide reasonable accommodations when necessary and to ensure equal access to qualified persons with disabilities.

Emotional Support Animals (ESAs) may be permitted in University housing as a reasonable accommodation to its no-pet policy when necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. ESAs provide support to an individual with a disability by alleviating one or more symptom or effect of an individual's disability.

This guideline explains the specific requirements applicable to an individual's use of an ESA in University housing. USU reserves the right to amend this guideline as circumstances require. This guideline applies solely to ESAs which may be necessary in University housing. It does not apply to Service Animals as defined by the ADAAA.

This guideline shall be interpreted and implemented in compliance with the Utah Fair Housing Act, Utah Code 57-21-101, et. seq., and the Act's implementing rules and regulations. Further, the University will consult guidance from the U.S. Department of Housing and Urban Development when implementing this guideline.

#### Requesting an ESA

A request for an ESA is a housing accommodation request. Housing accommodation requests must go through the Disability Resource Center (DRC). The DRC will consider requests for accommodation in housing at any time; however, room assignments in Single Housing are unique in several respects including the way that spaces are selected and the fact that individuals typically share rooms. Because of the unique nature of Single Housing, whenever possible requests for ESAs in Single Housing should be made at least 45 days prior to the room selection date.

#### **ESA Determinations**

Subject to the terms of this policy, residents are entitled to receive an accommodation that will allow them to keep an ESA when:

- 1. The resident has a disability.
- 2. The animal is necessary to afford the resident with a disability an equal opportunity to use and enjoy campus housing; *and*,
- 3. There is a relationship or connection between the disability and the assistance the animal provides.

Residents seeking to bring an ESA into university housing may be required to submit reliable third-party documentation from a trained professional. This documentation must verify that the animal provides support that alleviates a symptom or effect of a disability.



ESAs are permitted only in a person's individually assigned residence (*i.e.*, their room and the common room within a suite).

# **ESA Owner Responsibilities**

If the University grants a Resident's accommodation request, the Resident (referred to as "Owner" below) is solely responsible for the custody and care of the ESA. Owners are subject to all applicable University and Housing and Residence Life Policies, including without limitation all rules governing "Disruptive behaviors," "Safety and Security," "Quiet Hours," and "Self-Care." For the avoidance of doubt, the following specific requirements are incorporated by reference into the University Housing and Residence Life Policies, as applicable to Owners:

- 1. ESAs must be fully housebroken.
- 2. ESAs must be in good health and free from zoonotic disease. As appropriate, vaccinations must be up to date.
- 3. An ESA must be contained within the Owner's privately assigned individual living accommodations (e.g., room, suite, apartment) except when exiting the building. Residents in a shared apartment or suite who do not share the individual room with the ESA owner may prevent the ESA from entering their individual room by closing their door, but the animal is permitted to accompany the owner into all other areas of their individually assigned residence.
- 4. ESAs may not be left overnight in University Housing to be cared for by any individual other than the Owner. If the Owner is to be absent from their University residence overnight or longer, the animal must accompany the Owner or be boarded off-campus.
- 5. An ESA is not permitted in areas of the University, beyond the Owner's individually assigned residence, where pets are not permitted (*e.g.*, dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, *etc.*).
- 6. The Owner is responsible for ensuring that the ESA is contained (caged or crated) when the Owner is not present. The university reserves the right to inspect the enclosure to be used in containing the animal.
- 7. When an ESA is on USU property outside the Owner's private individual living space, it must be in an animal carrier or controlled by a leash or harness.
- 8. The Owner is required to immediately clean up after and properly dispose of the animal's waste in a safe and sanitary manner.
- 9. The Owner is responsible for ensuring that the ESA does not engage in disruptive behaviors such as frequent barking, growling, making noise, giving off offensive odors, chewing, *etc*.
- 10. The Owner is required to ensure the animal is well cared for at all times.
- 11. ESAs and their crates, cages, bedding, and other animal-related equipment may not be washed using communal Housing facilities or equipment (*e.g.*, showers, bathtubs, washing machines, *etc.*)
- 12. The Owner may be charged for any damage caused by his or her ESA beyond reasonable wear and tear to the same extent that Housing charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks, or other pests. If fleas, ticks, or other pests are detected through inspection, the residence will be treated. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the Owner's account for unmet obligations under this provision.
- 13. To replace an ESA, the Owner must notify the DRC of the new animal.



Violations of these rules occurring after an ESA is approved will be reviewed and processed consistent with the applicable Housing and Residence Life Policies subsection(s).

Residents found to be engaging in Disruptive Behaviors may be required to meet with area Professional Staff to discuss the disruptive behaviors in an effort to improve the enjoyment of the community by all parties involved. A behavioral expectation plan will be created by the Professional Staff with the Resident detailing the disruptive behaviors and Housing and Residence Life's expectations for behavior adjustments.

The disciplinary process for violations, where necessary and appropriate, is provided in the Housing and Residence Life Procedures. In addition to the steps and sanctions set forth in the subsection entitled "Disciplinary Process," removal of an ESA may be ordered in a manner otherwise consistent with those Procedures.

# **Disciplinary Action and Removal of ESA**

The University may exclude or remove an ESA from University housing if:

- 1. The animal poses a direct threat to the health or safety of others (among other circumstances, animals that engage in destructive behaviors, including animals that are not housebroken, and animals that lack appropriate vaccinations may pose a direct threat to the health or safety of others);
- 2. The animal is not commonly kept as a household pet (reptiles other than turtles, barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals);
- 3. The animal's presence would fundamentally alter the nature of a University housing facility, program, or service; *and/or*,
- 4. The animal's presence would impose an undue financial burden on the University.

If notified that an ESA must be removed, the Owner will have forty-eight (48) hours to remove the animal, except where the presence of the animal poses an emergency threat to safety and is subject to immediate removal by law enforcement. After the time stated in the removal directive, Housing reserves the right to inspect the residence to ensure that the ESA has been removed. At least twenty-four (24) hours' notice will be provided to the affected Residents before such an inspection. If the animal has not been removed, the University may have the animal removed to the nearest appropriate animal shelter.

An order to remove an ESA is a directive of a University Official. Failure to comply with this directive may violate the Code of Policies and Procedures for Students at Utah State University (the "Student Code") and will result in a referral to the University's Office of Student Conduct and Community Standards for investigation.

#### **Service Animals in Housing**

The University recognizes the importance of Service Animals as defined by the Americans with Disabilities Act Amendments Act (ADAAA). USU is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University's programs and activities. A Service Animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. The work must be active and specifically related to the person's disability. Simply providing comfort or emotional support does not qualify a dog as a service animal.

Individuals planning to have a Service Animal in their University Housing residence, will need to give sufficient notice to the Disability Resource Center to allow the appropriate arrangements regarding placement to be made. Service Animal Handlers will be asked to provide verification that their service animal has had the appropriate vaccinations and information related to their animal that will allow Housing to make appropriate arrangements.

# **Expectations for Service Animal Handlers**

• The Handler is responsible for ensuring that the Service Animal is crated when the Handler is not present. The university reserves the right to inspect the enclosure to be used in containing the animal.



- When a Service Animal is outside the private individual living accommodations, it must be controlled by a leash or harness. No Handler shall permit their dog to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing.
- The Handler is required to immediately clean up after and properly dispose of their dog's waste in a safe and sanitary manner.
- The Handler must provide the University with verification from a veterinarian that the Service Animal has received all the appropriate vaccinations.
- Service Animals and their crates, cages, and bedding, may not be washed using communal Housing facilities or equipment (i.e. showers, bathtubs, washing machines, etc.)
- A Handler may be charged for any damage caused by his or her dog beyond reasonable wear and tear to the same extent that Housing charges other individuals for damages beyond reasonable wear and tear. The Handler's living accommodations may also be inspected for fleas, ticks or other pests. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods. The Handler will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the Handler's account for unmet obligations under this provision.
- Service Animals in training may not be left overnight in University Housing to be cared for by any individual other than the Handler. If the Handler is to be absent from his/her University residence overnight or longer, the animal must accompany the Handler or be boarded off campus.
- The Handler agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
- USU personnel shall not be required to provide care or food for any Service Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal. The Handler must provide the University with the name and contact information for someone who does not reside in University Housing and who can take responsibility for the animal within 12 hours should the Handler be unable or unavailable to care for it.

# **Service Animals in Training**

The University recognizes the importance of Service Animals as defined by the Americans with Disabilities Act Amendments Act (ADAAA). While Service Animals in training are not recognized under the ADAAA, Utah State Law (§62A-5b-104) provides those same rights of access for individuals who are training Service Animals. Because Utah State Law does not clarify further its use of the term "in training," University Housing, has established a definition based on accepted practices suggested by Assistance Dogs International (ADI). A service-dog-in-training is a dog, accompanied by its trainer, that is undergoing individual training to provide specific disability-related work or service for an individual with a disability. This does not include obedience training or socialization of puppies who may later become Service Animals (generally 12-18 months). Thus, adult dogs are recognized as being "in training" to provide disability-specific assistance only after they have completed an earlier period of socialization (obedience training, being house broken, getting acclimated to public places and every day activities as pets).

Students who are training Service Animals and who wish to bring those dogs into University Housing must register those dogs with the Disability Resource Center so that appropriate arrangements regarding placement may be made and all appropriate rules regarding expectations/behavior of the animal while on campus can be reviewed. Trainers will also be asked to provide information that allows the University to determine that the dog is indeed being trained as a Service Animal. Service dogs in training and their handlers will be expected to adhere to all of the requirements for Service Animals as outlined in this handbook.

#### **Expectations for Service Animal Trainers**

- Service Animals in Training must be fully housebroken before entering USU Housing.
- Noise and barking must be kept to a minimum. Service Animals in Training may not create an unmanageable disturbance in USU Housing.
- The Handler is responsible for ensuring that the Service Animal in Training is crated when the Handler is not present. The university reserves the right to inspect the enclosure to be used in containing the animal.



- When a Service Animal in Training is outside the private individual living accommodations, it must be controlled by a leash or harness. No Handler shall permit their dog to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing.
- The Handler is required to immediately clean up after and properly dispose of their dog's waste in a safe and sanitary manner.
- The Handler must provide the University with verification from a veterinarian that the Service Animal in Training has received all the appropriate vaccinations.
- Service Animals in Training and their crates, cages, and bedding, may not be washed using communal Housing facilities or equipment (i.e. showers, bathtubs, washing machines, etc.)
- A Handler may be charged for any damage caused by his or her dog beyond reasonable wear and tear to the same extent that Housing charges other individuals for damages beyond reasonable wear and tear. The Handler's living accommodations may also be inspected for fleas, ticks or other pests. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods. The Handler will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the Handler's account for unmet obligations under this provision.
- Service Animals in Training in training may not be left overnight in University Housing to be cared for by any
  individual other than the Handler. If the Handler is to be absent from his/her University residence overnight or
  longer, the animal must accompany the Handler or be boarded off campus.
- The Handler agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
- USU personnel shall not be required to provide care or food for any Service Animal in Training including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal. The Handler must provide the University with the name and contact information for someone who does not reside in University Housing and who can take responsibility for the animal within 12 hours should the Handler be unable or unavailable to care for it.
- The individual must provide written consent for the Disability Resource Center to disclose information regarding the presence of the Service Animal in Training to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel and potential and/or actual neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual's disability.

#### **Feral Cats**

Housing has selected Trap-Neuter-Return (TNR) as the method to reduce and manage the feral cat population on campus. Aggie Cats is the name of the working group that implements and administers the program which involves the trapping, spay/neuter, vaccination and release of all feral cats on campus that are deemed unadoptable. 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 ProStaff member for more information.

Residents should not provide food or shelter to any animal. All stray animals will be reported or released to Utah State University Police officers (435-797-1939).

# **Explosives, Firearms and Dangerous Chemicals**

<u>Student Code Article V</u> Section 3.B.20 states that "Illegal or unauthorized possession or use of a firearm, ammunition, explosives, weapons, or dangerous chemicals on University property" is considered a violation of student code.

Within On-Campus Housing except as expressly permitted by law, explosives (including firecrackers, fireworks, homemade explosives and pyrotechnics), and other weapons are not permitted on campus. Weapons used for decoration are not permitted this includes simulated weapons, antique weapons, dangerous chemicals, any explosive device, nun chucks, swords, brass knuckles, butterfly knives, paintball guns, toy guns, pellet guns or any other item designed as a weapon that can be used to threaten or endanger others.

With respect to firearms, USU Housing and Residence Life follow all applicable state and federal laws. If a student is lawfully in possession of a firearm at the student's place of residence, we recommend that the student store the firearm



securely or off campus. For guidance on safe firearm possession within a residence, please view the firearm safety brochure from the Utah Department of Public Safety, available <a href="here">here</a>. To the extent state law allows state higher education institutions to restrict firearms and ammunition in campus housing facilities, USU Housing reserves the right to do so.

Please alert campus police or your RA if you feel unsafe in your housing unit.

# **Security/Renters Insurance**

It is the resident's responsibility to keep their door(s) locked at all times to secure their apartment. Residents should carry their key with them at all times. 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 apartment property and personal belongings insured. Renter's insurance can be purchased through most local insurance companies, or contact National Student Services, Inc., Post Office Box 2137, Stillwater, Oklahoma 74076, or access their website at <a href="https://www.nssi.com">www.nssi.com</a>. Personal possessions should be marked and engraved with names and driver's license number.

# **Risk Management**

Residents agree to abide by any and all directives issued by the Utah State University Office of Risk Management.

# **Good Neighbor Policy**

# **Courtesy Hours**

Good neighbors respect the right and privileges of others and recognize that campus living requires each resident be aware of how their behavior affects other residents. To ensure a quality experience for all residents, Housing observes Courtesy Hours 24 hours a day, supplemented by specific Quiet Hours, explained below. Residents agree to refrain at all times from creating loud noises and other disturbances that may adversely affect neighbors of reasonable sensitivity. Any impacted resident is empowered to request that another resident lower an affecting noise level at any time.

Residents, their family members, visitors, or guests found to be responsible for any violation of the Good Neighbor Policy, the resident agrees to participate in mediation or arbitration with the offended resident and will allow a Residence Life representative to act as mediator or arbitrator. Further, residents agree to abide by any decisions made as a result of these events, including moving to another apartment within on-campus Housing.

#### **Ouiet Hours**

During Quiet Hours all residents agree to keep themselves, visitors, and guests from any unreasonable behavior that would interrupt the sleep or study of others. Unreasonable noises and disturbances at all times include, but are not limited to:

- Loud volume on radios, television, or stereos, as well as the use of vacuums, pianos, musical instruments or other
  amplified, mechanical or electronic equipment (including voice, computer games, or electronically enhanced
  equipment).
- 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.
- Belligerent conduct that includes verbal or physical threats, brandishing of weapons or objects that can be construed as weapons, derogatory comments.

The following Quiet Hours are established for all areas within FHC:

Sunday Night – Friday Morning: 9 p.m. to 7 a.m. Friday Night – Sunday Morning: 11 p.m. to 8 a.m.



# **Guest Policy**

A guest is defined as any individual who is not a contracted resident of the specific residence hall, floor or room in question. Each guest must have a resident host and be escorted at all times in the residence halls.

Residents are responsible for notifying guests of University and Housing and Residence Life policies and procedures, and will be held accountable for the behavior of their guests. Guest(s) must adhere to all federal, state, and local laws, and University and Housing and Residence Life policies. Guests must comply immediately with all directives issued by University officials and Housing and Residence Life staff. Resident assumes responsibility for guest compliance with Housing and Residence Life policies. Guest(s) will be escorted out of the community if their behavior is deemed inappropriate or if they are found without their resident host.

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.

An overnight guest is defined as one who intends for the room to be their place to stay for the night. Any guest staying for more than three nights must be approved in advance by the Family Communities Coordinator or designee. The host must submit a Guest Approval Form at least five business days before the guest's arrival. Guest with a vehicle will need to obtain a "Guest Parking Permit" for \$1 per day from the FHC Area Office. Family residents cannot exceed the maximum number of occupants allowed in their particular apartment.

- Aggie Village 1-bedroom: 3 occupants
- Aggie Village 2-bedroom: 5 occupants
- Aggie Village 3-bedroom: 7 occupants
- Townhouses: 5 occupants
- West Stadium Villa: 7 occupants

Unauthorized guest occupancy may result in fines and/or other disciplinary action including possible referral to the Associate Director of Residence Life and/or University Conduct Officer and possible termination of the contract.

#### Children

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 involve children. Parents are further encouraged to accompany their young children while outside of the apartment.

Neglect of parental responsibility may result in notification of the Division of Child and Family Services. All incidents of child abuse/neglect and domestic violence will be handled in accordance with state law.

#### **Child Care**

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 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 435-797-1552.

#### **Play Areas**

Play areas and equipment are provided in family apartment areas. This equipment is unsupervised and the University assumes no responsibility for use of these facilities. Parents are responsible for damage to equipment and/or grounds caused by their children.

# **Disruptive Behaviors**

Residents are expected to act in a manner which will not disturb the academic pursuits or infringe on the privacy, rights, privileges, health, or safety of other persons. Disruptive behavior may include pranks. Subject to applicable law, including without limitation, Titles VI, VII, IX of the Civil Rights Act, the Americans With Disabilities Act, and the Fair Housing Act, any activity that would have negative impact on a reasonable user of Housing locations by others or that unreasonably interferes with the academic functions of the University or Housing and Residence Life communities is not permitted.



Residents found to be in violation will be required to meet with area Professional Staff to discuss the disruptive behaviors in an effort to improve the enjoyment of the community by all parties involved. A behavioral expectation plan will be created by the Professional Staff with the Resident detailing the behaviors that are disruptive and Housing and Residence Life's expectations for behavior adjustments.

Failure to abide by the behavioral expectation plan will result in additional sanctions as listed in the Housing Services and Residence Life Disciplinary Process, including the possibility of eviction.

#### **Commercial Endeavors**

Housing apartments/facilities are rented as student housing, and commercial endeavors are prohibited whether for profit or not. 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.

Residents may participate in daycare and/or baby-sitting as long as they comply with city and state regulations. Daycare operations must be licensed by state authority and have a current Logan City business license. A copy of the licenses must be provided to the Associate Director of Residence Life.

Residents may also provide music lessons in their apartments provided they comply with the Good Neighbor Policy on Courtesy Hours and Quiet Hours.

# 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 from the Family Communities Coordinator, Associate Director, or Director of Residence Life. 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.

Absolutely no door-to-door solicitation is permitted in or on Housing facilities without prior written authorization from the Director for Residence Life.

# **Postings Policy**

Housing and Residence Life departments allow university departments, university department sponsored clubs and recognized student organizations and clubs ("Student Groups"), to post limited information (as explained further below) on designated bulletin boards and other designated information spaces ("Information Spaces") in coordination with Residence Life. Housing and Residence Life also allow noncommercial, local community groups, including but not limited to, religious groups and affinity groups, to post certain information as explained below in these designated Information Spaces.

Postings will be limited to those that (1) promote membership or participation in Student Groups, (2) promote events sponsored or hosted by Student Groups, and (3) promote events of interest to students. Postings must indicate the sponsoring Student Group, or sponsoring community group, along with contact information. Postings can be no larger than 11" by 17". Postings should be submitted to the relevant Residence Life area offices. Residence Life staff will distribute postings in the appropriate bulletin board or information spaces. Postings that contain unprotected speech (e.g., obscenity, defamation, fraud, threats, etc.) or that are commercial in nature will not be posted. Residence Life will remove the postings once the event being promoted has passed, or after thirty (30) days, whichever is sooner.



Any unauthorized postings found in Residence Life facilities will be removed by the staff. Please allow for at least five business days from the time postings are submitted to Residence Life to the time when they are posted. Departments, Student Groups, and community groups should plan accordingly so that they can provide the necessary number of postings in the relevant space and so that they can be distributed in a timely fashion.

# **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**

# **Housing Facilities Staff**

Housing Facilities staff members responding to maintenance calls are to do the following:

- Wear designated Housing & Residence Life badges during working hours to ensure official and immediate identification.
- Knock loudly on the door of the 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.
- If they unintentionally walk in on someone, they will step back outside the apartment and wait for an invitation to enter.
- Wait for a parent or babysitter, if a child answers the door.
- Clean up after a job is completed, including turning off lights and locking doors. Entry doors will be locked even if they were unlocked on arrival.
- Report any breakage or damage beyond normal wear and tear. Residents are responsible to pay for such damages.
- Leave a Service Card stating time of entry and work performed while in the apartment.
- Employees are required to report any policy violations they observe.

Residents may be surveyed by phone or email 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 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 apartments and grounds to the Housing Facilities Office. Residents can submit a maintenance request for these items on-line at <u>fixit.housing.usu.edu</u> or at 435-797-3117.

Routine hours are normally from 8 a.m. to 4:30 p.m. Monday through Friday, except holidays. Non-emergency requests may be left on voice mail for next business day services. If residents would like to have maintenance schedule a time to come to their apartment to fix the problem please specify this in the details of the request.

#### **Emergency Problems**

The on-call Housing Facilities person is authorized to respond to and handle all emergency problems. After hours situations are responded to by phoning On-Call Maintenance at 435-770-0699. For emergencies that include police, fire, and ambulance, dial 911 or call 435-797-1939.

#### **Preventative Maintenance Checks**

Housing Facilities personnel reserve the right to enter and inspect apartments/facilities once per semester 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)

Housing Facilities staff is normally accompanied by Residence Life staff on preventative maintenance checks. Follow-up may be conducted by a Resident Assistant 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 and charged for as needed.

# **Care of Furnishings, Equipment, Premises**

Residents are responsible for general care of the apartment and of all furniture and equipment provided inside or exterior to the apartment. Initial inspection and inventory of the apartment and its furnishings must be made upon occupancy by completing the Agreement of Acceptance" form. 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. 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.

Any breakage, damage, or need for general maintenance and repairs must be reported to the Housing Facilities Office at <u>fixit.housing.usu.edu</u> or 435-797-3117. Repairs will be made 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**.

#### **Billing for Damages:**

- Individuals will be charged for defacing or vandalizing Housing 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 community. Because all members of the community are responsible for their living environment, we bill all members equally.
  - O As a community member, it is each resident's obligation to report any person(s) responsible for damages(s) in the 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.
- Payments for damages must be received by the 1<sup>st</sup> day of the following month after the fee is assessed.
- Furniture, equipment and recreation tables in community 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.
- Mini-refrigerator/Deep freezers must be plugged directly into a wall; surge protectors may not be used on appliances of any size.

#### **Minimum Heat Requirement**

Due to the age and construction of our buildings there is a danger of freezing pipes during the winter months. To reduce the possibility of this happening residents are required to keep their thermostats at 68 degrees or higher during winter months. The costs for any damage and cleaning associated with frozen and burst pipes as a result of residents failing to comply with this requirement will be charged to the resident's Housing Account.



#### **Pest Control**

#### **General Exterminator Service**

Residents are responsible for purchasing and using their own insecticides for minor pest problems. If the resident cannot handle the problem using their own methods, they must notify the Housing Facilities Office about the insect problem. If the situation cannot be handled internally 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 their 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:

- Purchase a trash can with a tight-fitting cover and use plastic liners.
- Do not leave dirty dishes or food on countertops or in sinks overnight. This is when insects feed.
- Store open food containers (cereal boxes, etc.) in plastic bags, containers, or in the refrigerator.
- Do not use contact paper in cabinets. Insects feed on the sticky backing.
- Do not let paper bags or newspapers accumulate. Insects nest in these areas.
- Keep all floors clean and free of food crumbs and wipe up spills when they occur.
- 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.
- Do not store damp rags or sponges in dark closets. Store all brooms and mops with the handle down.
- Do not allow grease to build up on stovetops, burners, or in the oven.
- Do not leave dirty clothes on closet floors or in corners.
- 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.
- Note any physical conditions in the building that might be causing insect problems. Call the Housing Facilities Office if an 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 Housing Facilities at 435-797-3117.
- 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 Housing Facilities for further information/suggestions for preventing mold growth. Also the EPA has some useful information on their website at <a href="http://www.epa.gov/mold/moldresources.html">http://www.epa.gov/mold/moldresources.html</a>.

#### Roofs

Residents and visitors are prohibited from being on any roof in Residential Facilities at any time – this includes the roof of the parking terrace in the LLC. Antennas and satellites dishes are strictly prohibited on roofs or sides of buildings, and will be removed without notification and the resident will be charged for damages. In the event an item needs to be removed from a roof, submit a maintenance request at fixit.housing.usu.edu or 435-797-3117.

#### **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 motor oil and grease in dumpsters is prohibited by state and federal laws.

# **Storage**

Personal storage space is extremely limited in each 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 at all times be able to be reached for inspection, maintenance, or removal of enclosed equipment without having furniture in place that would require effort of more than one person to move without disabling or removing items from the furniture.

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.

Storage within the apartment must be kept clear of windows and doorways and a 3-foot pathway must be kept clear to all windows and doorways in the apartment. State Fire Code prohibits storage within 2 feet of the ceiling of an apartment that does not have a sprinkler system. Residents who violate these guidelines may be cited for Fire Code Violation.

#### Porch/Patio/Outdoor Storage

In accordance with the International Fire Code, which the State of Utah has adopted as State Fire Code, apartments of the design of those like Aggie Village, the Townhouses, and West Stadium Villa may not have storage on porches/patios unless they have a sprinkler fire suppression system. **Because our buildings do not have these systems storing ANYTHING flammable on porches and patios is prohibited.** However, the USU Fire Marshal understands the needs for storage options for residents of the FHC Area. As such the following allowances have been made temporarily until solutions can be made:

#### All Areas

Porches and patios should be in compliance with the State Fire Code/USU Fire Marshal Requirements (noted as SFC below) AND with the following <u>USU Housing Guidelines</u> (noted as HG below):



- Porches and patios should look neat and be clear of clutter and debris at all times. Stored items should remain behind the decorative bricks or extend no more than 12 inches above the half walls in Aggie Village or the Townhouses (HG)
  - Keep porches and patios clear of gathering trash, leaves, and wood debris that may collect due to wind and weather. (HG)
- Items cannot be stored in any porch/outdoor area unless it is contained in a <u>rubber/plastic/metal container with a tight-fitting lid</u>. No more than a total of 2 containers may be stored on the porches at any time. (SFC)
  - o Wood, paper, clothes MUST be contained in a metal container with a tight fitting lid. (SFC)
  - o Any containers shall not exceed 40 gallons or 22" X 38" in size. (SFC)
  - o Residents may use decorations made of cardboard, wood, paper, or cloth for temporary (90 days) decorations only.
  - A plastic bin with no lid can be used as a toy box for children's outside toys.
- Residents can request a fire retardant tarp to hang or cover storage items on porches and patios. These are the only tarps allowed for use in storage areas. Housing will charge the residents the cost of the tarp. Residential Facilities will maintain a list of residents that have ordered these tarps. (HG)
- No wood furniture is allowed except in areas where the porch or patio IS NOT covered by a roof. Patio furniture under roofing must be made of plastic (Nylon) or metal. (SFC)
- Bikes, skateboard, and strollers may be stored on the porch as long as they do not block the apartment door (3" clearance to either side of the door). (SFC)
- Residents must remove toys and personal belongings from grassy areas and sidewalks when they are not in use. Toys should be stored in a bin if not inside the apartment. (HG)
  - o Large plastic toys that would not fit in a container such as doll houses, small swimming pools, etc. should be stored behind decorative brick, behind half walls, etc. (HG)
- Residents may have a single 5 lbs. tank or up to 2 1 lb. tanks stored on their porches at any given time. These tanks must not be attached to grills while being stored.

# Aggie Village Porches

- Closet doors must always be closed (if porch has a closet). (SFC)
- No storage of any items, with the exception of wet clothes, on the laundry lines. (SFC)
- Residents may place up to 2 appliances on their porches. NO POWER STRIPS OR EXTENSION CORDS CAN BE USED TO PLUG IN APPLIANCES THAT ARE IN USE (SFC).
- Bikes, skateboards, strollers, patio furniture, grills, and approved appliances cannot block the back door (SFC) and should not extend more than 12 inches above the half wall. All large items should be kept neat and clean (HG).
  - When grills are in use, they must be moved 10 feet away from the building. (SFC) Residents should be courteous to their neighbors while grilling and if approached and asked to move further from the buildings should comply with the request. (HG)

#### Townhouse Patios and Porches

- Any storage on front patios cannot be visible above the half wall from the road without written approval from the Associate Director of Residence Life. (HG)
- One appliance can be stored/used on townhouse porches.
- Bikes, skateboards, strollers, patio furniture, grills, and appliances cannot block the back door in any way nor in the pathway between the front door and the gate of the patio (SFC) and should be contained within the porch space (HG).
  - When grills are in use, they must be moved 10 feet away from the building. (SFC) Residents should be courteous to their neighbors while grilling and if approached and asked to move further from the buildings should comply with the request. (HG)

#### West Stadium Villa

• No storage of any kind is allowed under the stairs, around the gas meters, or on the 2nd floor landings. (SFC)



- Residents may keep up to two bikes, skateboards, one grill, and rubber/plastic/metal containers to the side of their door and/or on any paved surfaces next to the building (HG) **except under the stairs (SFC)**. These items must be kept clean and neat and should sit up against the building. (HG)
  - When grills are in use, they must be moved 10 feet away from the building. (SFC)
  - o Residents store personal items near parking stalls at their own risk. Housing and Residence Life will not be held responsible for damage done to personal property if stored near parking stalls.
  - o Residents may not store appliances outside of their apartment. (HG)
    - Residents should be courteous to their neighbors while grilling and if approached and asked to move further from the buildings should comply with the request.

# **Abandoned Property**

The resident is responsible for properly disposing of unwanted items. Furniture should not be placed within or in front of dumpsters. Furniture may be placed to the side of the dumpsters for pick-up on Saturdays, Sundays, and Monday mornings before 8am. Any furniture left by dumpsters after 8am on Monday and through Friday evening will be treated as a littering violation.

Items left in any public or common space, including stairwells, can be "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. Relocation and/or storage costs will be assessed to the resident. Housing will not be responsible for damage or loss of any personal property left out 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 may 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.

#### **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, installing mounting antennas or satellite dishes, constructing fences or patio/balcony enclosures, and general remodeling. **Removal of window screens will result in an automatic \$50 fine.** 

Residents may replace the cabinet handles, shower heads, curtains, hang extra towel hooks and make other similar improvements during their stay in USU Housing as long as the apartment is returned to its original condition when the resident leaves. If a resident has a question about whether or not a specific improvement is allowed they can contact Housing Facilities at 435-797-3117 during regular business hours.

Residents may use a hammer or drill to hang décor or extra towel hooks on walls. The number of holes should be kept to a minimum and should not exceed a half-inch in width. Residents should not patch holes themselves. **Aggie Village**Residents MUST NOT use a hammer and nails to hang decorations or hooks.

# Approved Products and Methods for Fastening Decorations in Apartments

- Residents choosing to hang products using adhesives (2 sided tape, hooks, etc.) should be aware that 3M Command adhesive products are the only adhesive 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 residents are responsible for the removal of these products.



• 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.

#### **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. Residents can purchase/use a window-mount style air conditioner, but only under the following conditions:

- Air conditioner must be set up in the interior of the apartment.
- 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 435-797-3117.

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.

#### **Window Insulation**

To help with heating and cooling costs residents are allowed to use any materials to insulate their windows as long as these materials will not damage the building or windows in any way and they look clean and pleasant.

Because of previous issues residents are not <u>allowed to put Tin Foil on their windows</u> to help keep the apartment warm or cool. This causes the windows to warp and the resident will be charged for the replacement of the window. Residents are also <u>not allowed to cardboard in the windows</u> as this makes the apartments look bad and thus hard to rent. Residents using Insulation Boards must remove the reflective surface and face the lettering of the board into the apartment to help keep the area looking nice.

#### 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 435-797-3117 for approval.

#### Roller Blades/Skateboards/Bikes

The recreational use of roller skates, roller blades, and skateboards is prohibited on campus.

Bikes can only be stored within apartments/porches or in specified bicycle racks in the area. The USU Police require that all resident bikes be registered. Visit the FHC office to fill out a registration form and obtain a sticker for your bike frame. Unregistered bikes will be tagged for removal by RAs and confiscated by the USU Police 7 days after tagging. If confiscated bikes are claimed within 30 days, a \$10 storage fee will apply. After 30 days, confiscated bikes are donated or recycled.

#### **Drones**

Residents with drones (Unmanned Aircraft Systems) for recreational use in University Housing owned or operated areas must follow FAA Guidelines as listed at <a href="https://www.faa.gov/uas/recreational\_fliers/">https://www.faa.gov/uas/recreational\_fliers/</a>. USU Housing prohibits the use of any drones inside any building and within 25 feet of any building to protect the buildings from damage and to protect the privacy of our residents. The operation of a drone may not interfere with any University or Housing activity or function. Operators are responsible for ensuring they know and understand local regulations for recreational drone use. Any resident who feels their privacy is being violated by the use of a drone has the right to contact the University Police at 435-797-1939.



#### **Snow Removal**

Housing Facilities removes snow from perimeter sidewalks. Engine block heaters must be unplugged and extension cords removed from sidewalks prior to early morning snow removal. Residents are responsible for snow removal from their front door to the perimeter sidewalk. Snow shovels and Ice Melt are available for checkout from Resident Assistants.

The USU Parking Office is responsible for plowing parking lots and roadways. 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.

#### OTHER SERVICES

#### **DINING SERVICES**

# **Dining Plans**

Dining Plans are available to all students regardless of where they live (see <a href="www.usu.edu/housing">www.usu.edu/housing</a> for details). All traditional Meal Plans can be purchased through the Housing Administrative Office. Block meal plans can be purchased at the Card Office or online on the Dining Services website.

#### **Meal Contract Schedule**

Dining plans begin with dinner the Saturday the week before the first day of classes for Fall semester and the Saturday before the first day of classes for Spring semester and end with dinner on the last day of finals each semester. No meals will be served in the Marketplace Eatery and the Junction during Thanksgiving, Winter Break or Spring Break periods, but Block Meal Plans and Aggie Express accounts are 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 Dining Service Manager or Registered Dietician.

# **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 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.

# Parking & Transportation/Motor Vehicle Regulations

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.

#### **Parking Permits**

Occupants of campus residence halls 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 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.

#### **Visitor Parking**

Visitors are welcome at Utah State University. Day passes are available for visitors to purchase at the Visitor Information Center (597 N 700 E) or the Parking Office for \$5 per day, or the FHC Office for \$1 per day.

#### **Vehicle 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 435-797-3414. Their office hours are Monday through Friday 7:30 a.m. to 5:00 p.m. You may also visit their website at: <a href="https://www.usu.edu/parking">www.usu.edu/parking</a>.

#### **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. Contact the Parking Office for schedules at 435-797-7275. For a complete list of routes and schedules, visit the Aggie Shuttle webpage at: <a href="www.usu.edu/parking">www.usu.edu/parking</a>. You can also follow us on Twitter @aggiebus.

# **Driving on the Sidewalk**

Driving on the sidewalk in FHC is prohibited. If residents are moving in or out of their apartment or have a valid medical reason, residents may request a sidewalk permit from the FHC area office. These permits must be visibly posted on the windshield/rear view mirror and are only valid for one day between 8am-8pm or until it is too dark to see without headlights. Permit users must observe a speed of 5 mph or less and yield to pedestrians. **Residents who drive on the sidewalk without a permit may be fined \$75.** 

#### 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.** 

NAME OF STUDENT (1-39) AGGIE VILLAGE APT (A-L) LOGAN UT 84341

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

Before vacating an apartment, remember to turn in a Change of Address Form to the Logan Postmaster. 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. Housing staff cannot accept mail intended for a resident.

#### **Notices and Newsletter**

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 apartment, or attached to the front door. This constitutes proper notice to residents.

#### **Cable Television**

Aggie TV is Housing's 100+ channel campus-wide TV network. It features a full line-up of entertainment options and general interest programming. Consult the Aggie TV channel line-up card or visit our web page at the <u>Aggie TV Website</u> for details on channel line-up. Aggie TV service is provided to each apartment and is not optional. Comments, programming suggestions, or reception problems should be directed to Housing Facilities at 435-797-3117.

# **Laundry Facilities**

Washers and dryers are available on Housing premises for the exclusive use of residents. These machines will accept credit and debit cards as well as quarters. **Children are to be accompanied by parents while in the laundry room.** 



Report trouble with the laundry equipment immediately to Residential Facilities at <a href="http://fixit.housing.usu.edu">http://fixit.housing.usu.edu</a> or 435-797-3117. Place a note on the machine indicating the problem so other residents won't use it.

#### Washer/Dryer Hook-Ups

Aggie Village two-and three-bedroom apartments have space and hook-up provided for a washing machine inside the apartment, hook-ups for dryers are on the patio. Only 110 Volt dryers are allowed in these particular apartments. Hook-up must be approved by Residential Facilities.

Clotheslines are provided on some patios or balconies 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.

#### **Grounds/Personal Gardens**

The grounds surrounding Housing are University property. To prevent injury and allow for proper care, residents must observe the following guidelines:

- Bikes cannot be locked to trees or stored in front of building utility closets.
- Residents cannot plant personal gardens on University grounds. This includes the areas around the gas meters, the bushes in front of the Townhouses, and other locations maintained by Housing. Any gardening plans beyond individual pots and planters on porches should be approved by the Associate Director of Residence Life.
- Planting pots cannot be placed on porch ledges (upstairs or downstairs).
  - o Straddle planters are allowed if approved by the Associate Director of Residence Life in writing and are attached securely to the porch ledge.
- Residential Facilities must inspect and approve the installation before planting can begin.
- Any pots placed outside a resident's porch/patio must be within six inches of the porch wall (against the porch) and cannot be moved into the middle of the sidewalk or grass.

#### **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 435-797-6382.

#### **Yard Sales**

Once per year, a FHC yard sale is scheduled, usually at the end of Spring Semester. 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 types of equipment can be checked out for residents use from the Area Office. A resident's USU or FHC ID is required to check items out, but will not be held for the duration of the rental. For updated lists of what is available from the FHC Office please go to our community website at <a href="http://usufamilyhousing.com">http://usufamilyhousing.com</a>. We are continually updating our services and offerings. If residents have any suggestions for equipment for the area they should contact the FHC Office.

#### **Schools**

Children living in Family Housing attend Logan City Schools. Elementary school children in Aggie Village and Townhouses attend Hillcrest Elementary School, located at 960 North 1400 East, phone 435-755-2360. West Stadium Villa elementary school children attend Adams Elementary School, located at 530 North 400 East, phone 435-755-2320. All children, grades 6-8 attend Mount Logan Middle School, located at 875 North 200 East, phone 435-755-2370. Children in grades 9-12 attend Logan Senior High School, located at 162 West 100 South, phone 435-755-2380. For information regarding registration, contact the Logan City Board of Education, located at 101 West Center, phone 435-755-2300. Proof of birth and immunization records are required.



#### **Notice of Non-discrimination**

In its programs and activities, including in admissions and employment, Utah State University does not discriminate or tolerate discrimination, including harassment, based on race, color, religion, sex, national origin, age, genetic information, sexual orientation, gender identity or expression, disability, status as a protected veteran, or any other status protected by University policy, Title IX, or any other federal, state, or local law.

Utah State University is an equal opportunity employer and does not discriminate or tolerate discrimination including harassment in employment including in hiring, promotion, transfer, or termination based on race, color, religion, sex, national origin, age, genetic information, sexual orientation, gender identity or expression, disability, status as a protected veteran, or any other status protected by University policy or any other federal, state, or local law.

Utah State University does not discriminate in its housing offerings and will treat all persons fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, source of income, sexual orientation, or gender identity. Additionally, the University endeavors to provide reasonable accommodations when necessary and to ensure equal access to qualified persons with disabilities.

The following individuals have been designated to handle inquiries regarding the application of Title IX and its implementing regulations and/or USU's non-discrimination policies:

# **Interim Executive Director of the Office of Equity**

Steven Rammell, JD steve.rammell@usu.edu Old Main Rm. 161 435-797-1266

#### **Title IX Coordinator**

Hilary Renshaw hilary.renshaw@usu.edu Old Main Rm. 161 435-797-1266

For further information regarding non-discrimination, please visit https://equity.usu.edu/, or contact:

U.S. Department of Education Office of Assistant Secretary for Civil Rights 800-421-3481 OCR@ed.gov

U.S. Department of Education Denver Regional Office 303-844-5695 OCR.Denver@ed.gov

#### **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 the activity.



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