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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), & 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 the Week of Welcome BBQ, Humans vs. Zombies, and Housing and Residence Life Week 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 usu.rha@aggiemail.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 serving 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 nrhh@aggiemail.usu.edu or visit usurha.org.
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 your responsibility to know and understand any and all regulations, policies, and obligations assumed as a resident, including full financial responsibility for the entire contract period.

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

**Security Deposit**
The one-time security deposit will be held for the length of the contract. Residents who stay for the entire length of their contract, have no outstanding obligations against their account, submit a Petition to Terminate Contract form, and who check-out appropriately with designated Housing Staff may have their security deposit refunded at the end of the Contract Year providing they are not returning to Housing.

The security deposit is forfeited if the resident does not submit the Petition to Terminate Contract 30 days prior to their move-out date, if the resident fails to move out on the date he/she lists on the notice, or if the resident is terminating their contract for any reason other than Graduation, Change in Marital Status, Military Service, USU Required Internship (outside of Cache Valley) or other situations approved by Housing and Residence Life. A deposit that has been forfeited will not be applied to any amount owing.

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

**Resident Eligibility Requirements**
Resident must be (a) a matriculated student of USU or (b) a visiting scholar acknowledged by USU throughout the Term. A minimum of six credit hours for at least two of the three semesters (fall, spring, summer) is required to remain eligible for on-campus family housing as a matriculated student. A Graduate student may register for less than six credit hours, provided they are registered in a Master or Doctorate program. Home study, correspondence, and audited courses are not counted toward eligibility requirements. Occupancy of on-campus housing is a privilege extended upon reasonable and satisfactory personal conduct and proper care of Utah State University facilities.
Summer enrollment is not required if this academic year credit requirement has been maintained. Other persons may be housed by special permission of the Executive Director or designee.

Priority assignments will be given to one family consisting of:

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

The Apartment is designed and organized to serve as multi-tenant unit for a USU student/visiting scholar along with his/her spouse and/or children. At least one of the Resident’s legal spouse or at least one of the Resident’s children (or ward over which the Resident has legal guardianship) (the “Other Occupants”) must reside within the Apartment for the Resident to remain eligible for on-campus family housing. Resident represents and warrants that the Resident’s spousal and/or parent/guardian relationships to the Other Occupants designated on the application or in HRL records are accurate and are lawfully recognized relationships.

A change in status (i.e. divorce or custody change) could result in this Contract being terminated by USU. Resident agrees to inform HRL of any such changes relating to the Other Occupants that occur during the Term (births, deaths, etc.). Only the Resident and the Other Occupants may occupy the Apartment, except as provided for under the Guest Policy. A Resident who is unmarried or expecting a child (by birth or legal adoption/guardianship) at the Execution Date, may enter into this Contract; provided, however, that marriage, birth, adoption, etc. is scheduled to occur by the “preferred move-in date” designated in the application and the Resident and Other Occupant(s) together assume residence of the Apartment within two (2) months of the Move-in Date. If any situation relating to Other Occupants changes and results in the Resident no longer being eligible for on-campus student housing, then the Resident retains the responsibility to submit a Petition to Terminate Contract under Section 10 of the Housing Contract, otherwise USU may terminate the Contract for cause.

**Contract Period**

The legally binding term of the Housing Contract is for the date and time the Housing Contract is signed, either electronically or physically and delivered to HRL with the Security Deposit and Application Fee. If submitted at least thirty (30) days before the Move-In Date, then the Security Deposit will be refunded. If submitted less than thirty (30) days before to the Move-In Date, then the Security Deposit will NOT be refunded and an additional Cancellation Fee of $300 will be assessed.

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

**Requesting Justified Early Termination**

To request early termination after the Move-In Date, Resident shall complete and submit the “Petition to Terminate Contract” (found at the HRL website) at least thirty (30) days prior to the petitioned move-out date. Any such received petition will be evaluated by HRL in accordance with HRL policies and procedures. Resident agrees and acknowledges that HRL reserves the right and sole discretion to accept or deny any such petitions. If the petition is granted, Resident
must vacate their Apartment by the Expiration Date prescribed by HRL. Failure to vacate by the Expiration Date will result an additional penalty charge of at least $25 per day. The Resident must meet at least one of the following reasons for a Petition to Terminate Contract to be accepted by HRL:

- Graduation, Change in Marital Status, Military Service, USU Required Internship (outside of Cache Valley), or other situation as approved by HRL. This circumstance must occur during the period of the Term for which the Resident is requesting to be released. Provided that the Petition to Terminate Contract is submitted at least thirty (30) days prior to the petitioned move-out date, the Security Deposit will be refunded, based on documentation provided. Rent fees (if termination is approved) will be prorated through the date that the Resident completes the move-out process with HRL Staff.
- Complete withdrawal and non-registration from USU for the remainder of the academic year. Under this circumstance, the Security Deposit will NOT be refunded. Fee Rent fees (if termination is approved) will be prorated through the date that the Resident completes the move-out process with HRL Staff. An additional termination fee of up to $200 may be assessed if the Petition to Terminate Contract is submitted less than thirty (30) days prior to the petitioned move-out date.

**Termination without Cause**

The Resident may terminate this Contract, without cause or justification (as provided for above) by providing HRL with a Petition to Terminate Contract. Under this circumstance, the Security Deposit will NOT be refunded. Rent fees will be prorated through the date that the Resident completes the move-out process with HRL Staff. An additional termination fee equal to one-month of the applicable Rent Fee will be assessed.

**Termination by Housing and Residence Life**

**Material Breach**

HRL may terminate this Contract for cause under the following circumstances: Resident or Other Occupant fails to comply with any material term of this Contract, including, but not limited to, failure to pay Fees (owed for past or future occupancy periods) or failure to comply with any of the policies, procedures, or requirements incorporated herein. In the event the Contract is terminated by HRL due to violation of policies, the Resident will be responsible for the entire Fees associated with the Contract. If Resident defaults in the performance or non-performance of any obligations under this Contract, Resident shall pay all eviction costs, collection costs, court costs, and attorney fees incurred by USU in enforcing its rights under this Contract as a result of any such breach by Resident. If Resident is referred to Collections, HRL reserves the right to deny future housing applications. If the Contract is terminated by USU, the Security Deposit will NOT be refunded.

**Effect of Termination**

In the event HRL terminates this Contract for cause, HRL shall have no obligation to refund any Fees or other amounts previously paid by Resident, and HRL may take any or all of the following actions: (i) Proceed with eviction of the Resident pursuant to applicable laws of the State of Utah and USU policies; (ii) Recover all Fees, damages, and other amounts owed by Resident; and (iii) Utilize any and all other available remedies, including equitable and legal, judicial and/or administrative relief.

**Termination without Cause**

HRL may terminate this Contract, without cause, if the Apartment or associated building becomes uninhabitable due to fire or other casualty, for purposes of public health or safety, or for other reasons outside of HRL’s reasonable control. If HRL terminates this Contract without cause and Resident has complied with all material terms of this Contract, then HRL shall return Fees paid by Resident (except the non-refundable Application Fee) on a prorated basis.

**Petition to Terminate Contract**

Any request to cancel your contract after occupancy must be submitted on a Petition to Terminate Contract form provided on the Housing and Residence Life website 30 days in advance of your intended move out date. Failure to submit Notice by this date will result in automatic forfeiture of the deposit.
The move-out date you listed on the Petition will be considered “firm.” The space will subsequently be assigned to a student on the waiting list. A firm Notice date can be withdrawn or amended only if there is not a waiting list.

**Cancellation of a submitted Petition to Terminate Contract prior to move out will only be allowed if the apartment is has not been reassigned.** Renewed occupancy obligates the resident to full financial and legal responsibilities, with re-assumption of all other contractual provisions.

Failure to move out of your space by the original or amended date you listed on the Petition, and/or keeping the check-out appointment time may result in forfeiture of your deposit and a $25 charge per occurrence.

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

**Contract Renewal**

A Housing contract is renewable annually, at the discretion of Housing, 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 signed by the residents and returned to Housing no later than 30 days prior to the expiration date of the current contract. Failure to complete the contract renewal form by the required deadline may result in termination of your contract as of the current contract-ending date and forfeiture of your deposit.

**Rent Payment 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 [http://www.usu.edu/myusu](http://www.usu.edu/myusu). Click on Access (Banner) then click Login to TouchNet (payment system). Enter your 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 your 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 any 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 your 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 http://it.usu.edu/htm/students/telephone-service-application.

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.

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.

Activity Fee

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

Past Due Accounts

If the resident’s account remains unpaid by the close of business on the 5th day of the month and prior payment arrangements have not been made, Housing will assess a monthly late fee of $20 on any outstanding balance. All delinquent accounts can be handled further by:

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

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

Billing appeals must be filed within 30 days of checkout, or the date of any bill or letter specifying an amount owed, whichever comes first.
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 your 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 your control. Generally you can follow the steps listed in the chart below for forwarding problems, filing appeals and grievances, or addressing issues pertinent to you as a resident.

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 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 be lawfully delivered or served in person, attached to the door, or mailed. The resident then has 72 hours to comply with the notice and to properly check out, unless otherwise implied. Financial penalties are instituted for all evictions.

**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 797-0281 to schedule a check-out appointment at least 24 hours before the date listed on the vacate form. If you are not able to be at the checkout appointment let Housing personnel know, leave your keys on the counter, and lock your door. Housing cannot guarantee that keys left in this manner will in fact be accounted for. Inventory checkout will be conducted in your absence. All keys must be returned to Housing staff at check-out or a $50 fee per door lock will be assessed 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.

A minimum of $30/ hour/custodian may be assessed to the resident’s account for improper cleaning. Any resident who leaves without completing check-out procedures with a staff member will still be held financially accountable for the condition of their apartment and its furnishings, based on an inventory check-out conducted in their absence. Resident thus forfeits his/her opportunity to participate in any subsequent appeal process of assessed charges.

If you are not returning to Utah State University Housing, any appropriate refund of your security deposit will be processed through the Student’s University Banner account. If the Student owes money of their University account, the deposit will be applied to these charges. If no amount is owed, the deposit will be refunded to the most current mailing address listed in Banner. Refunds are processed approximately four weeks after proper check-out. 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 you 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 your apartment. The resident will be charged $1 at that time.

After office hours, call the RA on-call number that is posted for your area. Lockouts at this time will cost $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 your Lock-Out Card 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 you may result in a non-compliance fine being placed on your 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 your 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.
  - 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.
  - 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 Assistant 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. Possession of any of the following Prohibited Items or violation of Required Actions may result in a minimum $25 for each offense.

**Prohibited Items**
- Incense and incense burners.
- Black-wick candles\(^1\) (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.
- Tinfoil around heating elements of stove top
  - 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
  - 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 safety-trip 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.

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\(^1\) Candle usage may be requested in writing for:
- Theatrical performances
- Dining and food services areas
- Special religious ceremonies
• 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.
  o 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 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.

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.

2 Approved space heaters must:
  • 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.
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 your 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 USU’s online reporting form.

Reports of sexual misconduct by any university student or employee are processed under the direction of the USU Title IX Coordinator. Information about the University’s Title IX process is available here: http://aaeo.usu.edu/sexual-misconduct/Navigating-Title-IX-Process.

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

**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 Assistant 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 **Disability Resource Center** (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 is committed to allowing Emotional Support Animals (ESAs) when necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. 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.
Animals, except fish, are prohibited in University Housing or adjacent grounds, however, USU will consider a request by an individual with a disability for accommodation from this prohibition to allow an ESA that is necessary because of a disability and reasonable. However, no ESA may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this guideline.

ESAs are a category of animals that provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADAAA.

**Requesting an ESA**

The procedure for requesting an ESA follows the general procedures set forth in the Disability Accommodation guideline for University Housing and the requirements set forth below. However, to the extent the requirements and procedures in this Guideline conflict with the Reasonable Accommodation Guideline, this Guideline shall control.

**ESA Determinations**

The question in determining if an ESA will be allowed in University housing is two part. First, is the ESA is necessary to afford the individual an equal opportunity to use and enjoy University housing (It is a violation of Utah State Law to knowingly and intentionally misrepresent to another person that an animal is an ESA). Determinations regarding an individual's eligibility for an ESA accommodation will be made in accordance with Housing’s Disability Accommodation Guideline

Second, if the particular animal requested as an ESA in University housing is reasonable. The reasonableness of ESA requests will be determined on a case-by-case basis through consultation between the DRC, Housing, and Residence Life. USU may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with ESAs:

1. The size of the animal is too large for available assigned housing space;
2. The animal's presence would force another individual from individual housing (e.g. serious allergies);
3. The animal's presence otherwise violates individuals' right to peace and quiet;
4. The animal is not housebroken or is unable to live with others in a reasonable manner;
5. The dog is too young. The University has determined that University residences, in most cases, are not an appropriate environment in which to raise a young puppy. Generally, dogs must be at least 10 months of age, be spayed or neutered, and have received their first rabies vaccination before they can live in-residence in University Housing.
6. The animal's vaccinations are not up-to-date;
7. The animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
8. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Determinations of reasonableness depend in part on information specific to an individual's individually assigned Housing unit. As such, any time a student moves housing units a redetermination of reasonableness will be made. USU will not limit apartment assignments for individuals with ESAs to any particular building or buildings because the individual needs an ESA due to a disability. Generally, the presence of only one ESA will be approved for a student.

**ESA Owner Responsibilities**

If the University grants an Owner’s request to live with an ESA, the Owner is solely responsible for the custody and care of the ESA and must meet the following requirements:

1. ESA’s must be fully housebroken before entering USU Housing.
2. An ESA must be contained within the Owner’s privately assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the individual is taking the animal out for natural relief.
3. An ESA is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.) beyond the owners individually assigned residence.
4. The Owner is responsible for ensuring that the ESA is contained (caged or crated) as appropriate, when the Owner is not present during the day while attending classes or other activities. The university reserves the right to inspect the enclosure to be used in containing the animal.
5. When an ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. No Owner shall permit the animal 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.

6. The Owner is required to immediately clean up after and properly dispose of the animal’s waste in a safe and sanitary manner.

7. Noise and barking must be kept to a minimum. ESA’s may not create an unmanageable disturbance in USU Housing.

8. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the Owner’s responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.

9. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the ESA and/or discipline for the responsible individual.

10. ESAs and their crates, cages, bedding, and other animal related equipment may not be washed using communal Housing facilities or equipment (i.e. washing machines and sinks in laundromat, etc.)

11. An individual with a disability 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 using approved fumigation methods. 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.

12. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Guideline and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).

13. 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 his/her University residence overnight or longer, the animal must accompany the Owner or be boarded off campus.

14. The Owner 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.

15. The animal is allowed in University housing only as long as it is necessary because of the Owner’s disability. The Owner must notify the Disability Resource Center in writing if the ESA is no longer needed or is no longer in residence. To replace an ESA, the new animal must be necessary because of the Owner’s disability and the Owner must follow the procedures in this Guideline and the Reasonable Accommodation Guideline when requesting a different animal.

16. USU personnel shall not be required to provide care or food for any ESA 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 Owner 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 Owner be unable or unavailable to care for it.

17. The individual must provide written consent for the Disability Resource Center to disclose information regarding the request for and presence of the ESA 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.

**Disciplinary Action and Removal of ESA**

Failure to comply with the Support Animal Owner Responsibilities listed above will be documented by Housing or Residence Life staff in incident reports. In keeping with the disciplinary process used in Housing, the standard response to violations will be:
• 1st Violation: Meeting with Area ProStaff, Written Warning and $100 Non-Compliance Fine
• 2nd Violation: Removal of the Approved Animal from University Housing

The University may require the individual to remove the animal from University housing if:

1. the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
2. the animal’s presence results in a fundamental alteration of a University program;
3. the Owner does not comply with the Owner’s Responsibilities set forth above; or
4. the animal or its presence creates an unmanageable disturbance or interference with the University community.

The University will base such determinations upon the consideration of the behavior of the animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with the DRC and may be appealed to the Directors of Housing and Residence Life. Residents will be notified in writing that they need to remove their animal by Housing or Residence Life staff.

Once notified that an ESA must be removed, the Owner will have 48 hours to remove the animal. After 48 hours, Housing reserves the right to inspect the residence to ensure that the ESA has been removed. If the animal has not been removed after 48 hours, the University may have the animal removed to the nearest, appropriate animal shelter. Additionally, failure to comply with the order for removal will result in a referral to Student Conduct for consideration of sanctions.

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 (797-1939).

Weapons

Fireworks and Explosives
Possessing, discharging, or using any of the following items is prohibited in On-Campus Housing unless legally authorized to do so:

• Explosives
• Firecrackers and fireworks (Possession and/or explosion of fireworks can be construed as a Class C misdemeanor subject to additional fines up to $500.)
• Toxic chemicals
• Paintball guns or any item that has the appearance of a weapon or firearm (including Nerf and water guns and any variations of other toy guns)
• Other potentially dangerous weapons; such as swords, bows and arrows, etc.

Possession of these items may result in the resident receiving a $100 fine and the resident will be asked to remove the items from the premises.

Firearms and Ammunition Safety – If a resident has a firearm, it is preferred that it be stored at the USU Police Department. There is no charge for this service and students have 24 hour access to their firearms. In the event state law allows state higher education institutions to restrict firearms and ammunition in campus housing facilities, USU Housing reserves the right to do so.

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 www.nssi.com. 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.

**Quiet 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 Assistant 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 7-1552.

**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.

**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 Assistant 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, Assistant 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.

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.

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.
- If a child answers the door, wait for a parent or babysitter.
- 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 fixit.housing.usu.edu 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 you would like to have maintenance schedule a time to come to your apartment to fix the problem please specify this in the details of your 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 770-0699. For emergencies that include police, fire, and ambulance, dial 911 or call 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 fixit.housing.usu.edu or 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.
  - As a community member, it is your obligation to report any person(s) responsible for damages(s) in your community to Housing staff. Each resident should exercise their influence in the community to prevent damages. In each case, reasonable efforts will be made by Housing staff to determine actual responsibility. Non-involved residents should strongly encourage those responsible to come forward and accept accountability.
- Payments for damages must be received by the 1st 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.

**Pest Control**

**General Exterminator Service**

Residents are responsible for purchasing and using their own insecticides for minor pest problems. If the resident cannot handle 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 your apartment has previously been sprayed and insect problems still persist.

**Box Elder Bugs**

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

**Mice**

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

**Mold**

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

- Promptly report all leaks to Housing Facilities at 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 http://www.epa.gov/mold/moldresources.html.

**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 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 **USU Housing Guidelines** (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 your 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 rubber/plastic/metal container with a tight-fitting lid. **No more than a total of 2 containers may be stored on the porches at any time.** (SFC)
  - Wood, paper, clothes MUST be contained in a metal container with a tight fitting lid. (SFC)
  - Any containers shall not exceed 40 gallons or 22” X 38” in size. (SFC)
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 tarp 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)
  - 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 Assistant 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)
  - 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.
  - 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 7-3117.

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 allowed to put Tin Foil on their windows 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 not allowed to cardboard in the windows 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 7-3117 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 [https://www.faa.gov/uas/recreational_fliers/](https://www.faa.gov/uas/recreational_fliers/). 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 your 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 www.usu.edu/housing 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.

Meals 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 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: www.usu.edu/parking.

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 797-7275. For a
complete list of routes and schedules, visit the Aggie Shuttle webpage at: www.usu.edu/parking. You can also follow us on Twitter @aggiebus.

Driving on the Sidewalk
Driving on the sidewalk in FHC is prohibited. If you are moving in or out of your apartment or have a valid medical reason you may request a sidewalk permit from the FHC area office. These permits must be visibly posted on your windshield 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.

The Family GRAM is a monthly newsletter providing residents with timely information, helpful reminders, and other notices of interest and importance to all members of the Family Housing community. The Family GRAM is considered official notification of policy and procedures information to residents of Family Housing, and is therefore required reading. Residents are responsible for all information published in this newsletter, including announced policy changes. Other information or notices of a general nature affecting all tenants will be given only in the Family GRAM (i.e. rent increases, vacate dates, inspection dates, etc.). If you do not receive your newsletter it is your responsibility to notify the FHC Office. The Family GRAM is also available on the FHC Website at www.usufasa.weebly.com.

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 your Aggie TV channel line-up card or visit our web page at the Aggie TV Website 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 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 http://fixit.housing.usu.edu or 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 Assistant Director of Residence Life.
- Planting pots cannot be placed on porch ledges (upstairs or downstairs).
  - Straddle planters are allowed if approved by the Assistant 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 7-3277.

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. Your 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 http://usufasa.weebly.com/fasa-office1.html. We are continually updating our services and offerings. If you have any suggestions for equipment for the area please 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 755-2360. West Stadium Villa elementary school children attend Adams Elementary School, located at 530 North 400 East, phone 755-2320. All children, grades 6-8 attend Mount Logan Middle School, located at 875 North 200 East, phone 755-2370. Children in grades 9-12 attend Logan Senior High School, located at 162 West 100 South, phone 755-2380. For information regarding registration, contact the Logan City Board of Education, located at 101 West Center, phone 755-2300. Proof of birth and immunization records are required.
FUTURE REGULATIONS
Despite our every attempt to seemingly have a policy for most situations, we may have missed one or two. If common sense tells you that your possible behavior or proposed activity might be contrary to Housing wishes and/or policy, err on the side of common sense and refrain from doing the activity.
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