General Standards of Residence

A

Advertisements, Posters: Posters and notices pertaining to specific residence hall and apartment activities may be posted on the bulletin boards provided within the halls and apartments. Commercial posters approved by University Housing that advertise non-residence hall, non-apartment, or non-campus related functions may be posted on designated areas provided there is space available. All notices and posters must have approval from the University Housing Office and/or the Resident Director.

Air Conditioners for Apartments Only: With prior approval from a Building Manager, a window air conditioner or self-contained swamp cooler, not connected to a water source, is permitted in apartments only. A housing staff member must perform all installation and removal. Inform your Building Manager before purchasing. Unauthorized air conditioner will be fined \$50 per month. Dimensions for Air conditioners should not exceed 24" wide by 24" depth by 16" height, BTU Max is 12,000 BTU and Voltage max is 120.

Alcohol Policy: This policy is implemented for the purpose of enforcement and monitoring of the State Board of Education alcohol rule. University Housing cannot be responsible for the personal lives and decisions of students; however, if the use or abuse of alcohol threatens to cause disorder or danger to the members of the University community, others, or campus property, appropriate action will be taken. Enforcement and discipline shall be consistent and due process appropriate for the offense shall be applied in accordance with established University policies and procedures. Individuals under the age of 21 are not permitted to drink alcohol in the State of Idaho.

- 1. Violations
 - 1. Consumption and possession of alcohol is prohibited in all residence halls regardless of age and general use areas
 - 2. Consumption of alcohol is only permitted in apartments where person(s) are of legal age, and other areas designated by the President with the approval of the State Board of Education. General use areas shall include all University owned, leased or operated facilities on campus grounds.
 - 3. Distribution of alcohol to a minor is prohibited.
 - 4. Possession of alcohol by a minor is prohibited.
 - 5. Transportation of alcohol in all residence halls is prohibited regardless of age.
 - 6. If a resident violates the student code of conduct while under the influence of alcohol, this policy will also apply.
 - 7. Sale of alcohol, unless authorized by the State Board of Education and with the appropriate licenses and permits, is prohibited.
 - 8. Possession of any container used to serve a large amount of alcohol at once, i.e. party balls, punch bowls, kegs, is prohibited.
 - 9. Consumption of alcohol by anyone age 21 in the presence of a minor who is not their apartment roommate, spouse or dependant, is prohibited.
 - 10. Transportation of unconcealed alcohol within an apartment complex is prohibited.

- 11. You are under 21 and you are in another student's apartment where alcohol is being consumed, is prohibited.
- 12. Empty alcohol containers in a residence hall room or general area is prohibited.
- 13. Empty alcohol containers in an apartment where the resident(s) are minors reside are prohibited.
- 2. Enforcements
 - 1. All reports of incidents involving alcohol will be forwarded to the Vice President for Student Affairs Office.
 - 2. The Vice President for Student Affairs or his/her designee, and the Assistant Director of University Housing, will be responsible for the following:
 - 1. Determine if an incident reported constitutes a violation of the University alcohol policy.
 - 2. Record and track all students involved with alcohol violations.
 - 3. Notify the criminal justice system, when warranted, of behavior of an individual involved in an incident.
 - 4. Enforce all sanctions as described.
- 3. Sanctions
 - 1. Minimum Sanctions: The sanctions described are minimum sanctions and do not limit the disciplinary power of the University in any matter involving code of conduct violations.
 - 2. Infractions and Mandatory Sanctions
 - 1. First infraction in the Academic Year. Student must attend an alcohol education class and may be placed on Housing disciplinary warning or probation.
 - 2. (2) Second Infraction in the Academic Year without injury or conduct likely to lead to injury. Student may be placed on Housing warning or disciplinary probation, and at the student's expense, must submit to a substance abuse evaluation administered by a qualified recognized authority. The student will provide the evaluation results or authorize the release of the evaluation to the Assistant Director of Housing and/or Vice President for Student Affairs Office.
 - 3. (3) Third Infraction in the Academic Year with injury or conduct likely to lead to injury. Student may be placed on disciplinary probation or eviction and/or at the student's expense, must submit to a substance abuse evaluation performed by a recognized authority. The student will provide the evaluation results or authorize the release of the evaluation results to the Assistant Director of Housing and/or the Student Affairs Office. The Vice President for Student Affairs or his/her designee may share all records of the incident with the Pocatello Police Department or other appropriate law enforcement agencies as deemed necessary.
 - 3. Recording cycle for violations starts from the date a student moves into an apartment or residence hall until the date they move out of University Housing.

Apartment Check-In & Check-Out Procedures:

To Check-In:

- 1. Complete and send in a Housing Application
- 2. After an offer of an apartment and acceptance of that offer, sign and send in an Apartment License Agreement with payment of a \$150.00 deposit
- 3. Once an Apartment License Agreement has been processed you will be contacted by a Building Manager to set up a check-in date and time. The date of your check-in will depend on the availability of units. Your exact apartment assignment may not be determined until the day you check-in.
- 4. At check-in complete an inventory form indicating the condition of your apartment along with your Building Manager. The form will provided at check-in.

To Check-Out:

- 1. Complete a <u>Notice To Vacate</u> form 30 days prior to vacating your apartment (available at the University Housing office)
- 2. Contact your Building Manager to set up the check-out time.
- 3. Apartment Terms and Conditions: Termination by the Student- Before Occupancy: Students are required to give the Director of University Housing written notification if cancellation becomes necessary. A letter of cancellation sent by any of the following forms of communication constitutes written notification: 1) in person at the University Housing Office; 2) by U.S. Postal Service or other mail carriers; 3) by email to reslife@isu.edu; 4) by fax at (208) 282-3786. Termination of this agreement by the student prior to occupancy will result in the following account adjustments if proper notification is received in the University Housing Office by the dates specified:
- 1. Cancellation of this agreement more than 90 days before the expected check-in will result in a full refund of the housing deposit.
- 2. Cancellation of this agreement between 45 and 90 days before the expected check-in will result in a refund of half of the housing deposit.
- 3. Cancellation of this agreement less than 45 days before the expected check-in will result in a forfeiture of the entire deposit.
- 4. Failure to set up a check-in time will result in loss of deposit after first day of classes and cancellation of agreement.

Termination by the Student- After Occupancy: All license agreement cancellations must be received in writing at the University Housing Office. With a sufficient 30-day <u>Notice To Vacate</u>, the \$150 housing deposit will be refunded, following an official checkout by a designated housing staff member. Without a 30-day notice, the housing deposit will be forfeited. Please note all deposits may take a minimum of two weeks to be refunded.

The rent will be prorated to a daily charge at an equation of 1/30 per month. Any refunds of housing charges or the housing deposit are subject to any other outstanding housing and/or University charges.

A student is officially checked into an apartment once they have accepted a key to the apartment. After check-in, the student is fully obligated and responsible to pay for their apartment according to this agreement regardless of usage. An official check out must be performed by a qualified housing official and the relinquishment of any keys to the assigned apartment. Students are also required to turn in their housing parking pass when they check out.

Termination by the University: Upon reasonable notice and for good cause, the University reserves the right to terminate the Apartment License Agreement for failure of the student to abide thereby. Examples of good cause are failure to make payment of charges by the agreement, a student not in good standing with the University, who has demonstrated an unwillingness to abide by housing rules and regulations (also subject to disciplinary action by the University), or who exhibits behavior which is incompatible with the maintenance of order and propriety in the apartment. Reasonable notice of termination will normally be seventy-two (72) hours. It is expressly understood and agreed upon by the parties of this agreement that: 1) charges or damages which are expected as a result of a breach of this agreement are uncertain in amount; 2) should it be necessary for the University to utilize legal proceedings to recover possession of the student's apartment or to enforce any terms of this agreement including the recovery of damages or charges, the student agrees to pay all applicable attorney's fees, collection costs, and all related expenses incurred by the University; 3) the University assumes no liability except as specifically by law. The student will be responsible for all damages by the student and their guests and will be charged for the repair, replacement, or treatment of all property or person so damaged. The University shall not be liable for damages to persons or property, which is beyond the control of the University. This includes, but is not limited to: failure of electrical power, plumbing, water, or presence of snow, steam or the occurrence of leakage, explosion, fire, smoke, acts of God, law or government action, or any rule or regulation of any government agency.

Guests and Dependents: No part of the Apartment License Agreement is transferable to any other party. All overnight guests of residents and dependents must be registered with the apartment complex staff. The student is responsible for the guests and dependents and ensuring that the guests and dependents comply with all housing and University policies and guidelines.

Guests must respect all policies of the University. The host is financially responsible for the actions of their guests and will be held accountable for their behavior. Apartment guests may not stay more than three consecutive nights, or a total of one week for the semester, without prior approval from the Building Manager.

Use of Facilities: Student apartments and the furnishings provided therein are to be used in the manner for which they were designed. No University property, including apartment and commons area furnishings may be moved within the building or taken from the apartment, without written consent of the Residence Director or Building Manager. The student agrees to maintain the cleanliness of the apartment and commons areas so as to not create a health, safety, or fire hazard. Also the student agrees to cleanliness, health, safety and fire checks of apartments by housing or university officials.

Idaho State University reserves the right to enter and inspect apartments at any time when necessary to protect and maintain the property of the University, when there is belief that criminal activity is taking place, or for the safety of its students. Such inspections shall be conducted in accordance with the ISU Student Code of Conduct and the University Standards of Residence.

Idaho State University has the authority to determine occupancy levels for all apartment units. Students should note that assignment of space is reserved on a first come, first served basis. Subject to availability, University Housing will assign accommodations according to student preferences. University Housing reserves the right to assign or reassign space for the benefits of an individual student, the living unit, or for the University. Should special considerations be necessary, prior arrangements must be made through the University Housing Office. Additional charges may be assessed. The University is committed to Federal and State laws prohibiting discriminating practices because of age, race, religion, color, national origin, gender, or disability.

Financial Policy: Payment deadlines are entirely the responsibility of the student regardless of whether the student has received a current billing statement, or whether the bill is paid by another party. Accounts more than five (5) days past due may be assessed a \$25.00 late fee. Failure to meet due dates for payment constitutes a breach of this agreement which can result in termination of this agreement, eviction and forfeiture of the housing deposit. Delinquent accounts will require a University hold, which restricts further academic registration, release of financial aid, transcripts, or withhold other university services, etc. Accounts over 90 days past due are subject to submission to a collection agency. Any additional charges imposed by the agency are the responsibility of the debtor.

Apartment Intent to Vacate Notification: To vacate your apartment you must complete a <u>Notice To Vacate</u>. The Notice of Intent to Vacate form must be received in the University Housing office at least 30 days prior to vacating the apartment. You may give more notice than thirty days without penalty, but you are still responsible for rent until you checkout of the apartment. The resident who holds the Apartment License Agreement with University Housing must fill out this form. Once you have given Notice that you are leaving, your apartment may be reassigned based on your intended move out date.

Apartment Roommates and Caregivers: All roommates and caregivers must meet apartment living criteria and be approved by University Housing. Sharing an apartment with an unauthorized roommate may result in:

- 1. Immediate eviction
- 2. Loss of rent paid to date
- 3. Loss of deposit

An authorized roommate or caregiver can live in the apartment for the existing resident's license agreement. Authorization of a roommate or caregiver is not an extension of the original renter's agreement or a new assignment of the apartment. University Housing has the sole authority to assign residents University apartments. The apartment is to be used by only one family. Residents may not sublet. Parents and other siblings are not considered part of the family core without permission of the Director of University Housing.

Apartment Transfers: University Housing has the discretion to allow you to move, or make assignment changes, as well as transfer current residents for the best utilization of the facilities.

Appeals: Although the residence hall contract is for both fall and spring semesters, a resident with special circumstances may submit an appeal requesting to be released from the contract. Appeals may also be submitted requesting to have no meal plan, or to have a meal plan that is not usually available to the student (e.g. a freshman requesting a junior meal plan). Appeal forms are available at the Housing Office.

Assault: Any person(s) who engages in a fight may be evicted from ISU housing.

B

Barbeque Grills: Individual use of barbeque grills is strictly prohibited in residence halls. Barbequing is allowed outside apartment complexes and in cases of University Housing sponsored programs. Barbeque grills must be placed at least four feet away from any structure. Due to safety reasons gas grills, or tanks cannot be stored in individual apartment units or residence hall rooms.

Bicycles/Human Powered Vehicles: Are not allowed to be used inside any residence hall or apartment complex. They may be stored in authorized areas only. The resident is responsible for damages caused by the vehicle. University Housing is not responsible for any bicycle stored outside, or inside your apartment or residence hall. We encourage you to register your bike with ISU Public Safety.

С

Candles/Incense: Candles, incense, and other such items that have an open flame or smolder, present a concern for fire safety. Some candles and incense create allergy problems for other residents. Therefore, the burning of candles, incense, and other open flame items are not allowed in any University Housing units. In addition, any odors that are offensive to the residence hall or apartment community are not permitted.

Carpet Stains: If you spill something onto the carpet, please generate a maintenance request so the spill can be cleaned before it sets in and becomes permanent. In cases of emergency clean up, work may need to be done immediately in order to minimize damage; therefore entry into rooms or apartments may be authorized for university housing staff in order to complete the emergency clean up. See Keying In policy.

Ceiling Fans: Installing or use of ceiling fans is prohibited.

Children: The resident is responsible for the actions of children who occupy his or her apartment. Children are to be properly supervised at all times. Neglect of parental responsibility may result in disciplinary action. The resident shall be financially responsible for the actions of the children. The university is not liable for accidents that may occur to children. Please keep children away from trash dumpsters for their own safety as well as safety of others.

Community Disturbance: A resident may face disciplinary action for unreasonable or unsatisfactory personal conduct, including threatening/harassing behavior to an individual or community within University Housing.

Community Group Billing: Charges incurred through acts of vandalism, theft, destruction of property, etc, in common areas, such as lobbies, lounges, bathrooms, elevators, hallways, laundry room, etc. The intent of this policy is to involve the residents in the care and upkeep of their living residential community. It is important that all residents understand that a person(s), or group identified in an incident will be solely responsible for all damages and expenses. When no one is found responsible expenses may be divided among all residents.

- 1. The residents have a period of one week from the advertised posting of damage(s) to identify the person, or persons, responsible.
- 2. After one (1) week if the person(s), or group responsible have not been identified, the expenses may be divided equally between the floor, hall, or apartment residents and charged to their University Housing financial account.

Cooking: No cooking is allowed in residence hall room where there are no kitchens. Appliances with open heating elements are a fire hazard and therefore not allowed (i.e. toasters, toaster ovens, hot cup coil warmers, electric stand-alone burners, and electric skillets, etc.). This includes George Foreman grills and similar appliances. Small microwaves (up to 1200 watts) and 3.6 cubic ft. refrigerators are allowed.

Corridors/Porches/Stairwells: Due to the need for noise control and personal safety, corridors, porches and stairwells are not to be used for temporarily storing garbage or other items, or as play areas for children, jogging, skateboarding, rollerblading, bicycling, or other activities. These areas should be kept neat and clean. Radios, tape/CD players, smoking, etc. are not permitted in these areas. Noise travels very easily, so please be considerate of others.

D

Drugs: Any resident possessing, using, or distributing illegal drugs may face university disciplinary action including eviction and/or possible arrest, imprisonment, or fine according to state law.

Е

Emergency On-Call Staff: There is a university housing staff member On Call for emergencies 24 hours a day. The emergency phone number is 282-5770. In the residence halls, you can contact the Resident Assistant On Call.

F

Family Educational Rights and Privacy Act (FERPA): The Family Educational Rights and Privacy Act of 1974, as amended, also known as the Buckley Amendment, is a Federal law that governs the confidentiality of student records. Generally, the law requires that educational

institutions maintain the confidentiality of what are termed "education records" ensures that each student has access to his or her education records, and provides students with a limited opportunity to correct erroneous education records.

What this means to you as a resident is that we are limited as to the information we can discuss with others regarding your records, regardless of who may be paying your housing bill. In order for Housing to release any information concerning your housing account, you must sign a Release of Information form. This form is available at the central Housing office.

Fire Safety Violations:

- 1. Tampering with fire equipment is prohibited.
- 2. Tampering with or removal of batteries from smoke detectors is prohibited. A chirping noise coming from your smoke detector indicates that your battery is low. Contact your Building Manager or front desk for a replacement immediately.
- 3. Failure to evacuate during a fire alarm.
- 4. Parking in fire lanes is prohibited.
- 5. Use and storage of fireworks is prohibited in and around all university housing facilities.
- 6. Intentionally or unintentionally igniting a fire or any actions that result in fire or smoke is prohibited and may result in immediate removal from housing.

Food Service:

Meal Plans: If you live in a Residence Hall a meal plan is required. Your meal plan is activated upon payment of room and board fees. The Department of University Housing reserves the right to cancel your meal plan if payment or arrangement for payment is not made. Residents must present their Bengal ID card to the cashier upon entrance to the dining commons. Your meal plan is accessed by swiping your Bengal ID Card. For your protection, do not share your meal plan or Bengal Card number with anyone.

Flex Dollars: Flex Dollars can be used at the Turner Dining Commons, Pond Student Union, or the Rendezvous Center. Additional Flex Dollars can be purchased from Chartwells Dining Services located in the Pond Student Union Building. Unused flex money will carry over from fall semester to spring semester, as long as you have a residential meal plan in the spring semester. Unused meals do not carry over from one semester to another. Refunds are not issued for unused meals or unused flex money.

Meal Plan Cancellation Policy: Any resident requesting to change their meal plan contract due to special circumstances must submit an appeal to University Housing. Questions call 282-2120, or stop in the Housing office, which is located at 745 S. 5th Ave, Campus Stop 8083.

Hours of Operation For Dining Locations on Campus are Posted in Each Area. During vacation breaks and holidays, the Dining locations may either be closed or operate on limited hours.

Special Dining Services:

- Sack lunches can substitute for a meal if arrangements are made 24-hours in advance. Simply contact the Turner Dining Commons manager (X4075) and a meal will be deducted from your meal plan balance. If your sack lunch is not picked up, a meal will still be deducted.
- Sick trays are available. Please call Turner Dining Commons to arrange pick up for sick trays.
- Special medical diets can be provided when accompanied by a doctor's request.

For concerns or meal arrangements contact Chartwells at at X4075. To submit an appeal requesting to not have a meal plan contact the Housing office. Appeals are only granted in special instances.

Furniture: All furniture in housing units are the property of University Housing and may not be moved or removed from their designated areas, unless permission has been granted by a Residence Director, or Building Manager. Possible disciplinary action or fine(s) could be implemented.

G

Gambling: In accordance with ISU policy all gambling is prohibited on university property.

Grievances: If a resident has a grievance with a staff member, they should contact that staff member's immediate supervisor, or the Director of University Housing.

Guests: A guest is a non-resident of the building, visiting at anytime day or night. All guests must abide by university and housing policies. Any violation of the policies outlined in the agreement by a guest will be held against the resident of the apartment/room. All guests must be escorted at all times between 11 p.m. and 8 a.m. Residents of the building may be held accountable for their guests' actions. The following rules regarding overnight guests apply:

- All overnight guests are required to have written permission from the Residence Director, or Building Manager. All approvals must be requested 24 hours in advance.
- Roommate approval must be given.
- The maximum number of guests in a residence hall room may not exceed more than two guests, per night.
- Residence hall overnight guest may not stay more than three consecutive nights, or six nights total for the semester without prior approval of the Residence Director.
- Apartment overnight guest may not stay more than three consecutive nights, or a total of one week for the semester, without prior approval from the Building Manager.

Any abuse of these privileges may result in immediate removal of the guest and possible ban from University Housing. No cohabitation is allowed.

Η

Halogen Lamps: Due to fire hazard, halogen lamps are not allowed in campus housing units.

Harassment: University Housing will not tolerate verbal, physical, or sexual harassment. This includes direct or indirect comments, or other communications that may be intimidating, coercive, or abusive to another person.

Hazing: Activities that endanger the mental or physical well being, or safety of other residents is strictly prohibited.

Heaters: No heating units and appliances with open coils allowed.

Holiday Decorations: Live Christmas trees are not allowed in the residence halls or apartments.

All electrical decorations must be UL approved. When decorating entrance doors to either a residence hall room or an apartment, paper wrapping must not exceed beyond the doorframe. Decorating in public areas must be pre-approved by the Residence Director, or Building Manager. Spray snow is only allowed on windows. No candle burning allowed. Any damage resulting from the use of nails or the removal of adhesives when removing decorations, will be the responsibility of the resident.

I

Improper Check Out: A forfeiture of a student's housing deposit can occur when a student fails to:

- 1. give a 30 day notice of intent to vacate if living in an apartment
- 2. check out with a university housing staff member (i.e. Resident Assistant, Building Manager)

Any damage and cleaning charges incurred are in addition to a forfeiture of deposit. Questions about how to check out of your room or apartment call your Resident Assistant, Building Manager, or the central housing office (X2120)

J

Judicial Housing Process:

- 1. A report is filed within 24 hours of the incident by either a Housing staff member, resident, and or Public Safety.
- 2. Assistant Director of Housing or his/her designee reviews the report and contacts resident for a meeting.
- 3. Resident meets with the Assistant Director of Housing or his/her designee within three business days of contact and a decision is reached.
- 4. If the resident does not agree with an action (i.e. housing warning) rendered by the Assistant Director of Housing or his/her designee, or with the procedure, he/she may appeal to the Director of University Housing, or his/her designee within three business days of the decision. The Director of University Housing, or his/her designee will meet with the resident and a final decision will be made.

- 5. Sanctions that can occur include, but not limited to are:
 - 1. Written warning
 - 2. Online workshop
 - 3. Written report
 - 4. Restitution (charges)
 - 5. Community service
 - 6. Probation-Any further violation may result in eviction.
 - 7. Eviction-determined only by the Director of University Housing
- 6. Severity of incident can change the level at which the incident will be addressed.
- 7. If the resident does not agree with an action (i.e. an eviction) rendered by the Director of University Housing, or with the procedure, he/she may appeal to the Vice President for Student Affairs, or his/her designee, in writing, within three (3) working days. The V.P. for Student Affairs, or his/her designee, may determine to uphold, overturn, or arrive at a substitute sanction. At this point, the appeals process has ended and the resident must comply with the findings.

K

Keys: Duplicating a university Housing key or any other ISU key is strictly prohibited. A \$50.00 charge will be added to the residents housing bill for a lock change and replacement keys. There is a \$15.00 charge for a replacement mail or storage room key. A key is considered lost when a resident reports it lost or stolen, has been missing for a one-week period, or not returned at checkout. If you temporarily misplace your key, or locked yourself out of your residence hall room or apartment, see your Building Manager or go to a residence hall front desk and check out a loaner key. All keys must be returned at checkout to avoid a \$50.00 re-key charge.

Keying in: The university makes every effort to respect a student's right to privacy. However, university staff may enter your unit without notice under the following conditions:

- For emergency situations (i.e. personal safety and well-being, etc.)
- To provide maintenance, service, repairs, improvements, to make inspections, or for any other legitimate purpose.
- When there is a violation of housing or university policy, state or federal law.

Μ

Mail Delivery: Mail is delivered Monday-Saturday to all Residence Halls and Apartments. Resident's mailboxes can be located near the front desk of each hall and in a designated mailroom for each apartment complex. Some smaller packages can be delivered directly to apartment mailboxes. Larger sized packages and other service company (i.e. UPS) packages may have to be picked up at the ISU mailroom, located in the Student Union. All deliveries that require pick up at the ISU mailroom will have a package slip put in the resident's mailbox indicating where to pick up the package. **Maintenance Requests:** A Maintenance Service Card will be left by the maintenance personnel stating when they were in your room/apartment and what was done. Maintenance requests can be submitted <u>online</u>.

For emergency maintenance service call X5770 or Public Safety at X2515. In cases of a maintenance emergency, work may need to be immediately done in order to minimize damage; therefore, entry into rooms or apartments may be authorized for university housing staff in order to complete the emergency repair or cleaning. See Keying In policy.

Meal Plans: (See Food Service)

Missing Student Notification Policy

Motorized Vehicles: Storage or use of any type of motorized vehicle is not allowed in the residence halls, hallways, or apartments. Parking is allowed in authorized areas only and is subject to ISU Parking Service's rules and regulations.

Motor Vehicle Repairs: Limit vehicle maintenance to simple and general upkeep. No major maintenance (i.e. oil change) is allowed on ISU property. City ordinance prohibits draining oil onto parking lot surfaces and into storm sewers. Violators may be prosecuted under city ordinance, or other established state and federal laws. Residents are responsible for cleaning drips, leaks, materials, etc.

0

Offensive Odors: Residents are responsible to maintain a pleasant smelling apartment or residence hall room. When odors are offensive, Housing staff may have to address the issue with individual residents (i.e. garbage, dirty clothes, etc.)

Р

Parking: Residents must purchase a parking pass from Idaho State University Parking Department to park in housing units. ISU Parking Office is responsible for fees, registration, regulations, and appeals of parking matters. Parking passes can be obtained at the Public Safety office. Parking of motorcycles is only allowed in designated areas. Vehicles without current registration or a university-parking pass are subject to be towed.

Pest Control: General Exterminator Service- The university has contracted with an exterminator service to spray the exterior of all housing facilities twice a year. This is done once in the spring semester and once in the fall at no additional charge to residents. However, if there is an obvious source of infestation found because of lack of cleanliness and other negligence on the part of the resident, individual residents may be billed for their room/apartment extermination treatment and their neighbor's extermination costs as well.

Interior spraying will not be done unless asked for and paid for by a resident. If it is determined that there is a major problem, all apartments or rooms in a localized area will be sprayed and

treated together. Residents cannot opt out of spraying once it is determined necessary. For safety sake, residents must remove themselves from their apartment or room for several hours after treatment.

Residents should report any physical conditions in your apartment, room, or commons areas that might cause an insect problem immediately to university housing staff by filling out a maintenance report, or call the Housing maintenance number (X5084). Report any concerns or problems that may still exist after spraying has occurred. To find out what steps you can take to help minimize pest problems in your room or apartment consult your Building Manager or Residence Director.

Pets: No pets are allowed, except for fish and special ADA certified care animals. Aquariums that are balanced and are 20-gallons or less in size are permitted. Pets of guests who are visiting are also not allowed. Violation of the Pet Policy may result in a fine to the resident. A resident may not provide food or shelter for any animal, including strays. Any excessive messes created by care animals may involve additional charges for cleaning and sterilization.

Property/Personal Liability: The University shall not be liable for damages to persons or property, which is beyond the control of the university. This includes, but is not limited to failure of electrical power, plumbing, water, or presence of snow, steam or the occurrence of leakage, explosion, fire, smoke, acts of God, law or government action, or any rule or regulation of any government agency. The student is responsible for any loss, damage, repair, or replacement of the furniture and/or to the building that is beyond normal wear and tear during (the) occupancy of their room/apartment. Any personal loss or damage of a students' personal property is their individual responsibility. Housing encourages students to have their own personal property insurance.

Q

Quiet Hours/Courtesy Hours: Quiet hours are determined with a floor charter within the Residence Halls. Residence halls and apartments have 24-hour courtesy hours. Violations may result in disciplinary action.

R

Residence Hall & Dining License Agreement Terms and Conditions:

I. CONDITIONS AND TERMS OF THIS LICENSE AGREEMENT The above named student who is or will be enrolled in a Idaho State University certificate or degree seeking program registered for at least 6 academic credits, (the "Student") and Idaho State University (the "University Housing Department") hereby enter into this Residence Hall and Dining License Agreement ("Agreement") in accordance with the terms and conditions set forth herein.

Upon acceptance of this Agreement by the University Housing Department, it is legally binding on the University Housing Department and the Student. The Student must abide by the terms

and conditions of the Agreement including, but not limited to, the obligation to pay all amounts due for the **full Agreement term**.

The residence hall schedule of rates, all Idaho State University policies and procedures and the University Housing Standards of Residence are incorporated herein and made a part of this Agreement by reference.

Acceptance of this Agreement does not constitute or guarantee admission to Idaho State University. Assignment to on-campus Housing and liability for any amounts due hereunder except the application fee are conditional upon final acceptance for admission by the University. **Note:** Application for admissions to the University and application for Residence Hall accommodations are separate transactions acted upon separately by the University.

Acceptance of this Agreement does not guarantee that the Student will be assigned to oncampus University Housing. Qualified students for whom space is not available will be placed on a waiting list and notified of this status. A student who is not assigned to on-campus University Housing will not be liable for any amounts due hereunder except the application fee.

This Agreement is for the above named Student only and may not be assigned to another party.

II. DURATION OF THE AGREEMENT

A. FULL ACADEMIC YEAR- The terms and conditions of this Agreement are for the full academic year (August-May), commencing with the fall semester, and ending at the termination of the spring semester. This Agreement shall remain in full force and effect for the remainder of the academic year if the Student occupies the assigned space after the beginning of the fall semester. The Agreement ends on the last day of the spring semester of the academic year in which the Student lived or is living in the residence hall, unless otherwise provided herein.

B. RECESS PERIODS

- 1. This Agreement does NOT provide dining services between fall and spring semesters.
- 2. Meals will not be served during the Fall break or Spring break.

III. APPLICATION/ROOM/ACCESS

A. This Agreement will be processed regardless of the status of the Student's admission to the University. If admission to the University is denied, it is the Student's responsibility to notify the University Housing Department in writing. Failure to do so will result in the forfeiture of deposit in accordance with Sections IV. D and VI. B and C.

B. ROOM ASSIGNMENT- The University Housing Department assigns rooms and roommates without regard to race, color, creed, national origin, age, handicap, or veteran's status. Assignment priority is based on date of receipt of the Idaho State University Application for

Student Housing, required deposit, and the University Housing Residence Hall and Dining Agreement. Requests for roommates should be submitted simultaneously by both/all parties. The University Housing Department does not guarantee assignments to a particular building or unit; type of accommodations or with a specific roommate.

C. REASSIGNMENTS- The University reserves the right to make temporary assignments and to assign or reassign accommodations for the benefit of the University, the Student, or a living unit.

D. ROOM CHANGES- Room changes must be authorized by professional University Housing officials.

E. ACCESS TO ROOMS- The University shall at all times during the term of this Agreement retain legal ownership and ultimate possession and control of the Student's room and/or University property assigned to such room. The University Housing Department reserves the right to maintain and preserve the residence halls. The Student hereby understands and agrees that authorized personnel may enter the Student's room at any reasonable time for life, safety, or health threatening emergencies; to perform requested or preventative maintenance; to respond to a cry for help or the smell of smoke; or to silence a disruptive noise. The Student hereby authorizes access to residence life personnel when access is requested by any law enforcement officer possessing a facially valid search or arrest warrant.

IV. RATES/DEPOSITS/REFUNDS

A. PAYMENT- The Student is responsible for payment of all required charges, deposits, and fees. **Room and board will not be prorated if the Student checks in late**. Payment deadlines are entirely the responsibility of the student regardless of whether the student has received a current billing statement, or whether the bill is paid by another party. Accounts more than five (5) days past due may be assessed a \$25.00 late fee. Failure to meet due dates for payment constitutes a breach of this Agreement which can result in termination of this Agreement, eviction and forfeiture of the housing deposit. Delinquent accounts will require a university hold, which restricts further academic registration, release of financial aid, transcripts, or withhold university services, etc. Accounts over ninety (90) days past due are subject to submission to a collections agency. Any additional charges imposed by the agency are the responsibility of the debtor.

B. DEPOSIT USE- The deposit is a reservation fee and Agreement guarantee. Since the deposit is a reservation and Agreement security rather than a cleaning/damage deposit, charges cannot be made against the deposit during the Agreement term. **The deposit is not a rental payment and is not included in the rental amount**. At the end of the Agreement term, the deposit shall be used to pay outstanding bills to the University for which the Student is responsible. If the Student agrees to return, the deposit will be extended as the reservation fee for the new Agreement. The Student will be billed for any cleaning/damage charges if the deposit is extended.

C. DEPOSITS/FEES- The University Housing deposit for this Agreement is \$150 U.S. dollars.

D. DEPOSIT REFUND- To terminate your Agreement before occupancy, you must notify the University Housing Office in writing at 921 S. 8th Ave., Stop 8083, Pocatello, ID 83209, email: reslife@isu.edu or fax: (208) 282-3786. If mailed, the postmark on the envelope is used as the date of termination. The Student's University Housing deposit will be refunded only if the cancellation is in writing by the appropriate dates, as follows:

- Cancellation of the Agreement at least 90 days before the hall opens for the term will result in a full deposit refund.
- Cancellation of the Agreement 45 to 90 days before the hall opens for the term will result in a refund of 1/2 the deposit.
- Cancellation of the Agreement less than 45 days before the hall opens for the term will result in none of the housing deposit being refunded.
- Cancellation after August 1, will result in full deposit forfeiture and a \$350 cancellation charge.
- If ALL provisions of this Agreement have been complied with, and no cleaning/damage charges have been assessed, the deposit will be refunded within thirty (30) days after termination of the Agreement.

E. ROOM CHANGE RATE ADJUSTMENT- The Student agrees to pay any additional charges incurred due to room change(s) to differently priced accommodations. The University Housing Office reserves the right to increase rates for University Housing and food service upon written notice to the Student; however, any increase of two (2) percent or less will not require written notice.

V. AGREEMENT TERMINATION BY THE UNIVERSITY The University Housing Department may terminate this Agreement and, after serving the Student with a written notice to vacate the premises, take possession thereof for the following reasons:

A. Failure to pay rent or any other charges when due. Students who do not pay the first or any subsequent installment of their rent or other charges when due may, at the University's option, be assessed the charges set forth in Section VI. here of in addition to the University's other remedies hereunder.

B. Damage from fire, smoke, or other causes making the premises uninhabitable.

C. Noncompliance with the rules and regulations of the residence halls, University policies, local laws, or federal and state laws where applicable. If the termination of this Agreement is based upon a disciplinary action the Student shall remain liable for University Housing room and board charges due hereunder for the then-current semester. Termination requires that a student vacate University Housing and the meal plan is cancelled. Moreover, no previously paid charges or deposit shall be refunded to the Student in such cases.

VI. AGREEMENT TERMINATION BY THE STUDENT This Agreement may be terminated by the occupant, prior to the end of the Agreement, only if they meet one of the following conditions:

- Not returning to the University as a student
- Married during the Agreement year.

A. OFFICIAL CHECK OUT The Student is not officially checked out of the residence hall until all of the following occur: (1) proper notification paperwork, (2) all personal property has been removed from the room, (3) the room has been cleaned, and (4) the proper check-out records have been signed and all keys have been turned into a University Housing Department official. The Student is liable for all University Housing and dining charges, regardless of occupancy, until the day the Student properly checks out with an official of the University Housing Department.

B. ROOM CHARGES AND/OR REFUNDS Room charges will be assessed and student is liable for all charges upon checking into residence hall room and acceptance of room key. Refunds of room charges, upon receipt of appropriately approved withdrawal notice for any reason other than disciplinary action, will be based on the following schedule.

Students who have been assigned to a room and **fail to notify the University Housing Department** prior to the official opening of the residence halls shall be assessed all charge and forfeiture of deposit.

- 1. If the student is enrolled in an orientation program, class, sports activity or any other University sponsored program that requires the student to check into the residence halls before the first day of the semester, additional University Housing charges are assessed for the dates outside of the Agreement.
- 2. If Student is given permission to check in prior to the official opening, and cancels prior to official opening, the Student agrees to pay 25% of the total room and board costs, and forfeiture of deposit.
- 3. If the Student is given permission by the Director of University Housing, or his designee, to terminate this Agreement at the end of the fall semester, the Student agrees to pay 50% of the total spring semester room charges and forfeiture of deposit.

C. BOARD PLANS, CHARGES, AND/OR REFUNDS- The student may change their meal plan during the first two weeks of any semester by submitting a meal plan change form to the University Housing Office. Students living in the residence halls are required to purchase a meal plan

- 1. Students that first live in the residence halls and then move into an apartment during a semester must keep their meal plan
- 2. If the Student is given permission by the Director of University Housing, or his designee, to terminate this Agreement at the end of the fall semester, the Student agrees to pay 50% of the total spring semester board charges and forfeiture of deposit.

Misuse or fraudulent use of meal plan and associated identification cards may result in suspension of your meal plan.

VII. STUDENT RESPONSIBILITIES The Student agrees to obey the Idaho State University Student Code of Conduct and comply with University Housing's Standards of Residence and the policies outlined in the Idaho State University Catalog, all of which are incorporated in and made a part of this Agreement by reference. It is the **Student's responsibility** to familiarize him or herself with these regulations and standards. **NOTE:** Violation of any of the following regulations and standards may result in fines, sanctions, probation, termination of this Agreement, suspension, or expulsion from the University, or any combination thereof.

A. DAMAGES- The Student is financially responsible for the cost of replacement or repair of any breakage or damage to his or her room or furnishings, or any other damage for which the Student is responsible.

B. INSURANCE- The University is NOT responsible for loss, damage, or destruction of the Student's personal property. **Purchasing or arranging for personal property insurance coverage is the Student's responsibility**.

C. The Student shall NOT violate the following rules. First time violations of these policies may result in **immediate eviction from the residence halls**.

- 1. Use or possession of weapons, firearms, ammunition, explosives, and/or hazardous chemicals.
- 2. Rape and/or sexual assault.
- 3. Theft of property and/or possession of stolen property.
- 4. Use, possession, sale, or distribution of illegal drugs.
- 5. Possession of alcohol
- 6. Tampering with fire safety equipment and/or starting fires (accidental or deliberate), e.g. emergency exit signs, fire extinguishers, smoke detectors, and pull stations.
- 7. Smoking in any University Housing facilities.

VIII. RESERVATION The University reserves the right to refuse University Housing to any student who has demonstrated an unwillingness to obey University Housing Department standards and regulations, or who demonstrates behavior which is incompatible with the maintenance of order and propriety in the residence halls.

IX. INDEMNIFICATION To the extent authorized by law, the Student shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Student pursuant to the terms of this Agreement.

X. PENALTIES Any collection cost incurred by the University in closing the Student's account will be assessed to the Student and will become part of the Student's total financial obligation to the University. If the account is not satisfied within ninety (90) days of the last day the Student occupied the residence hall, the account may be sent to a collection agency.

The university is committed to Federal and State laws prohibiting discriminating practices because of age, race, religion, color, national origin, gender, or veteran's status.

Residence Hall Check-In & Out Procedures:

To Check-In:

- 1. Complete and send in a <u>Housing Application/License Agreement form</u> with \$150.00 deposit.
- 2. Once a Residence Life Agreement is signed and the deposit is processed the student will be able to check-into their assigned hall and room.
- 3. The student will need to complete and sign the room inventory report along with a Resident Assistant staff member. This inventory records the contents and condition of the room and will be used at checkout to assess damage charges. If there are existing damages of any kind that are not recorded on the inventory form, the student should record those damages on the form so that they will not be charged for pre-existing damage when they checkout.
- 4. Be sure to complete all personal information on all paperwork.
- 5. Upon completion of all check in paperwork, the student will be issued a room key.

After check-in the student is fully responsible to pay for their room and meal plan in full, according to the Residence Life Agreement, regardless of usage. This check-in process is used every time you change rooms or halls.

To Check-Out:

Students are responsible for the condition and contents of their room (desk, chair, bed), as well as any accidental damage that is assessed by the Resident Assistant that has occurred during their occupancy. Students will be charged for damages at check out that will be recorded on their room inventory report form. University Housing encourages all students to report damage immediately to their Residence Director, or by completing a maintenance request in order to avoid higher damage costs over time.

- 1. A student needs to schedule a check out time with a Resident Assistant.
- 2. A student will need to clean their room prior to that check out time.
- 3. Along with a staff member, the student needs to assess the condition of their room and then sign their room inventory form.
- 4. Fill out a forwarding address card for mail.
- 5. Turn in their mailbox, room key and Housing parking pass.

Failure to check out with a housing staff member may result in loss of deposit and fines.

Reapplication: Reapplication is the process in which current residence hall students may select a room or hall of their choice for the following academic year. This process takes place in the spring semester. Be sure to watch for advertisements and mailings. If you have any questions, contact your Residence Director or the University Housing office.

Reassignment: ISU Housing reserves the right to reassign a student to a different room or residence hall if deemed necessary.

Ridge Crest Commons: The Ridge Crest Commons is available to Ridge Crest residents on a reservation basis. All other housing residents must reserve the Commons and obtain permission from the RidgeCrest Building Manager to use the facility. Priority will be given to residents of the RidgeCrest apartments. All events must have sufficient University Housing staff supervision.

Room and Roommate Changes: Room changes may begin two weeks after the halls open. Your Residence Director must authorize all room and roommate changes in writing. Unauthorized changes may result in disciplinary action, room reversal, and a charge of \$50 for an improper checkout. After the semester break, you may fall into one of the following situations at any time:

- 1. Your roommate moves out or checks out of your room.
 - 1. You may find a new roommate. Inform your Residence Director.
 - 2. You will have a new roommate assigned to you. You must keep all of your property on your side of the room. This includes posters and other decorations. If you do not, it may be moved and charged at your expense.
 - 3. You can apply for a private room at an additional cost.
- 2. You may want to change rooms or roommates. This requires written permission from the Residence Director.

S

Sales and Solicitations: In the process of promoting "a greater living environment" and of maintaining the best interests of ISU Housing residents, solicitation of any nature in the ISU residence halls and apartment complexes must follow the guidelines as outlined below.

- 1. Business, Sales, and Non-Commercial
 - 1. Door-to-door solicitation for sales, business, or non-commercial organizations is prohibited in the residence halls and apartment complexes. Agents may visit or conduct business with residents in the privacy of an assigned room or apartment of such facilities upon invitation of the resident.
 - 2. A business, sales, or non-commercial organization, at the discretion of the Director of University Housing, may rent space in a public area in a residence hall or apartment complex.
- 2. Political Campaigning
 - 1. Door-to-door campaigning for ASISU, local, state and national office is allowed in the residence halls and apartment complexes. The hours for door-to-door campaigning are from 10:00 am to 9:00 pm.
 - 2. Residents are allowed to post campaign posters on their doors and windows as long as they are not permanently affixed and do no damage to such facilities. Candidates cannot post campaign materials on a resident's door or window without the resident's permission.
 - 3. Candidates may campaign in the Towers Dining Commons during dining hours. To reserve an information table contact the Towers Dining Commons Manager at X4319.

- 4. Campaign posters, fliers, or other literature may be posted on designated bulletin boards in residence halls and apartments.
- 5. Public areas may be reserved for informational tables and individual candidate forums through the Director of University Housing. Residence hall floor lounges and TV lounges may not be used for these purposes.
- 6. Harassment of residents, trespassing, or violation of any law, ordinance, or other university regulation is prohibited.
- 3. Student Organization Recruitment
 - 1. Recognized ISU student organizations are allowed to recruit members in the residence halls and apartment complexes with written permission from the Director of University Housing, 48 hours in advance.
 - 2. Student organizations, at the discretion of the Director of University Housing, may reserve space in a public area in the residence halls or apartment complexes.

Smoking: Smoking inside any residence hall room or apartment is prohibited. Smoking is prohibited on the ISU campus. If a student smokes in a non-designated smoking area apartment or room, fines may be imposed.

Snow Removal: University staff removes snow from the perimeter sidewalks. Residents are responsible for snow removal from the front apartment door to the perimeter sidewalk. Please be sure parked cars do not obstruct the sidewalk, as this hinders complete snow removal efforts.

Because snow removal may cause large amounts of snow to be piled in various areas, lawn furniture, toys, and other items that may be damaged by snow removal, and snow removal equipment should be kept away from any ISU cleared sidewalk. ISU and University Housing are not responsible for damage to personal items left on lawns, pathways, sidewalks or other snow removal areas.

V

Vacation Housing: Residents may stay during Fall semester break and spring break at no additional charge. Residence Hall students staying during semester break must pre-register at their residence hall front desk. Services and privileges may be limited during vacations and breaks. This includes front desk and Dining options.

In order to increase safety and security to all individuals staying in the halls and to housing property, outside entrances will be locked 24-hours, so students will need to carry their Bengal ID Cards to access their residence hall. All residents staying for vacations and breaks must be adhered to the following guidelines:

- 1. All policies stated within the Standards of Residence
- 2. Do not prop doors, or leave windows open
- 3. Do not allow entrance to strangers
- 4. Call the housing staff member on duty, or Public Safety if someone is locked out or needs assistance

Vandalism: Destruction or defacing of University Housing property and other personal property is prohibited.

W

Water Fights: Because of disruption to the community and potential damage to facilities and or injury to participants and by-standers, water fights are prohibited in and around the residential areas. This includes the use of water guns, water balloons, or use of buckets for this purpose, etc.

Weapons and Explosives: Firearms and weapons are not allowed in and around any on campus housing units. Contact ISU Public Safety at x2515 and they will secure and store your weapons for you. Possession of any weapon or firearm may result in disciplinary action. Refer to ISU Public Safety policy. The following is a list of banned items including, but not limited to: firearms, shot guns, rifles, martial arts weapons, paint guns, air guns, ammunition, petroleum, hunting knives, fireworks, stove fuels, bows and arrows, gunpowder, solvents, laser lights, and any highly combustible substance.

Windows, Roofs, Ledges, and Balconies: : For safety reasons, entering or exiting through windows, ledges or balconies (except in case of fire or other extreme emergencies) is prohibited. No sitting or congregating on balconies, or ledges in the residence halls is allowed. Do not discard items through a window. Window openings may not be altered. Do not hang items outside your windows or display objectionable decorations. For safety reasons, residents are not allowed on ledges, or roofs of any University Housing facility.

Window Screens: Removal of window screens is not permitted. Removal or any damages to the screen may result in a fine. If you are locked out of your apartment or residence hall room contact your Building Manager, or Resident Assistant.

Wireless Service: Wireless internet is set up in the residence halls, though you will need an ISU computer account in order to access it. For additional technical information, please refer to the <u>Telecommunications web page</u> for information pertaining to what network card to purchase, type of encryption, channels and what type of equipment is currently being supported on the ISU campus. To gain access to the wireless network, contact the Computer Center Help Desk at 282-4357. You will need to have an ISU computer account and register your wireless network card MAC address for authentication.

Wireless service in apartments must meet all ISU guidelines regarding wireless service. Students may not use their own wireless service in the Residence Halls or Apartments. Any interference found to exist due to rogue or personal wireless systems will be asked to cease immediately.

The university reserves the right to make and enforce future rules and regulations as deemed appropriate or necessary for the safety, care and cleanliness of the premises, and for securing the comfort and convenience of all residents. Future policy changes may be announced by letter, or updates to the Standards of Residence handbook posted on the housing web page.

(Revised 06/06/07)

Service, Therapy, and Companion Animals

The University enforces a no-pets policy in its residence halls and University-owned apartments, subject to any exception required under applicable law to accept any service animal. At its sole discretion on a case-by-case basis such as for therapy or companion purposes, the University also may permit any animal for which state or federal civil rights law does not create an exception.

Under its student conduct code and any applicable law, the University reserves a right to enforce any relevant rule that governs use of any service, therapy, or companion animal. The University retains discretion to deny any retroactive request for any service, therapy, or companion animal.

The ADA Center has primary authority at the University to determine whether any student or household member has a privilege to house any service, therapy, or companion animal. If the ADA Center has granted approval with respect to the animal, then the student or household member must ensure that any appropriate paperwork is completed with each of the ADA and the University Housing Office. That individual also must notify both the Housing office and the ADA Center substantially before any date that the service, therapy or companion animal first arrives to any ISU Housing facility.

That above student or household member retains a duty either to comply with each local, state, or federal requirement for any service animal, or to comply with this policy with respect to any therapy or companion animal.

Each individual with any disability who uses any service, therapy, or companion animal at the University remains responsible at all times for that animal. The above student or household member must ensure that any use of the animal does not constitute a direct threat to any other person's health or safety. That individual must cause the animal to be marked with identification that informs the general public that the animal is a service, therapy, or companion animal.

Other matters for which the above student or household member is legally responsible include, without limitation:

- having the animal's health verified as acceptable by a qualified veterinarian or service animal school;
- cleaning up after the animal, including sanitarily disposing of any animal waste;
- restoring any University-related property damage that the animal causes;
- controlling the animal's behavior in any private or public place related to the University; and
- maintaining due care and diligence in the animal's on-campus use.

Service Animals

The ADA Center reserves a right to require any student or household member to produce documentation that any service animal that this individual houses in any Residence Hall or

University Apartment fulfills any federal or local law's service animal exception criteria. The University considers these exception criteria to mean that the animal must be trained specifically to perform a service tailored to compensate for the individual's disability.

Examples of applicable service animals include, without limitation: a dog guide for a blind/vision-impaired person, a hearing dog for a deaf/hearing-impaired person, or a service animal for a person having a seizure disorder or any other physical disability. Under applicable law, a service animal or service dog is exempt from any no-pet restriction.

Therapy and Companion Animals

Helpful Definitions

- A "companion animal" is an animal that the ADA Center determines to be necessary for a person with a disability to participate in University programs.
- A "DSM" diagnosis is a clinical assessment based on any then-current Diagnostic and Statistical Manual of Mental Disorders.
- A "therapy animal" is an animal owned by a therapist who uses the animal as a therapy component for a person with a disability.
- A "licensed practitioner" is any person who the State Idaho or other generally-recognized authority then-currently has certified to make a DSM diagnosis.
- The ADA Center determines a companion animal "necessary" upon confirming that a person with a disability may experience discrimination based solely on disability if the animal does not live with the student in a Residence Hall or University Apartment.

State and federal laws do not provide any public accommodation exception to any "no pets" policy with respect to therapy and companion animals. The ADA Center requires the above individual to provide written clinical support including - without limitation - a DSM diagnosis from a licensed practitioner before determining whether to permit any on-campus use of any therapy or companion animal.

The University further assesses any request for any therapy or companion animal in University housing with respect to its reasonable accommodation standards, as currently outlined in the ADA Center's web page.

The ADA Center welcomes any student or the student's diagnostician/therapist to provide additional information that explains whether a therapy or companion animal is necessary to avoid discrimination. However, the ADA Center reserves a right to deny any applicable request that is not supported by the above clinically supported evidence that the animal is necessary.

If the ADA Center determines that a requested animal is not a necessary companion animal, then the University will enforce its "No Pets" policy relative to that animal.

ISU HOUSING PAYMENT POLICY

Residence Halls

Residence hall and meal plan payments are due by the close of business (4:30 pm) on the last weekday before classes start, unless the resident is paying through ISU's installment loan program. For students not using the installment loan program a \$50 late fee is assessed on amounts not paid by Monday of the first week of classes. Another \$50 late fee is assessed if fees are not paid by the tenth day of class. Late fees will only be waived upon approval of the Director of Housing.

During the second week of the semester no-shows and meal plans will be processed and charges will be adjusted accordingly.

Payment plans may be accepted, but only when all awarded financial aid has been exhausted, including Pell grants, scholarships, subsidized loans, unsubsidized loans, Parent Plus loans, etc.

If the meal plan is not paid in full, and the student is not using an ISU installment loan, the meal plan will be deactivated until paid in full. The full meal plan price must be paid whether the meal plan is active or inactive.

If housing and/or meal plan charges are not paid in full by the time they are due, and no payment arrangements have been made, action may be taken up to and including eviction.

For information about setting up a payment plan (installment loan) with the University, see the section titled "Student Financial Services" at the <u>Finance & Administration homepage</u>.

Apartments

Rent is due on the first day of each month. Unpaid rent will be assessed a fee of \$25.00 on the sixth day of each month and \$25.00 each week until paid.

Any resident receiving financial aid who has been past due in the previous semester's charges may be required to pay the next semester's rent in full before the beginning of the semester.

Eviction proceedings begin on the twenty-fifth day of the month for which rent is not paid.