

2015-2016 Clemson University Housing Contract

CLEMSON UNIVERSITY

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

This contract is an agreement between Clemson University and the individual, herein referred to as "student", meaning any enrolled student, or "resident", meaning any person living in University Housing, student or non-student. It entitles the resident to the use of University Housing accommodations only in such a manner as set forth herein and in the attached addenda. It does not constitute a commitment of admission or enrollment to the University. The terms, conditions and policies of this contract and any attached addenda are fully binding upon any person living in University Housing from the time of signature through the contract period.

This contract may be terminated only under the conditions specified herein and in the attached addenda. All residents and their parents or guardians are urged to read carefully the policies, terms and conditions of this agreement. If the resident is under 18 at the time the contract is signed, a parent or guardian must co-sign this contract.

Clemson University does not discriminate against any individual or group of individuals on the basis of age, color, disability, gender, national origin, race, religion, sexual orientation or veteran's status.

Residents are housed in same-sex rooms, suites, or apartments.



Executive Director

ADMINISTRATIVE

1. Assignment of the Contract.

The University Housing Contract is personal and may not be transferred or assigned to another person. The space may not be sublet. Once the contract term has begun, University Housing will only provide access to the contracted space to the student whom is assigned. Parents, friends and other delegates may not obtain keys or access to the space on a student's behalf. Addenda to this contract may be distributed and enacted as needed. All addenda become an extension or revision of this contract and/or its attached addenda, and therefore are binding on all residents living in University Housing.

2. Assignment of Space.

(a) University Housing reserves the right to fill all available bed space. Where there is a vacant space, the remaining resident(s) must maintain the area in a manner that would allow another resident to move in immediately and without prior notification. Failure to do so may result in the student's rental rate being adjusted to the private room rate for the assigned space.

(b) University Housing reserves the right to require a resident to move to a different housing assignment when deemed necessary by Housing officials for reasons such as, but not limited to, maintenance or closure of an area, changes in use of space, crisis, safety or emergency situations, Student Conduct Code violations or occupancy management needs.

(c) The University reserves the right to assign residents to "Overflow" accommodations including, but not limited to, converted study or utility rooms, student staff rooms, triples or off-campus accommodations in the event that regularly designated spaces are not available.

3. Eligibility for Residency.

Any enrolled student is eligible to live in University Housing under the provisions of this contract, provided that space is available as determined by the needs of the Housing Office. Non-students may also be housed under the provisions of this contract as needed and deemed appropriate by the Housing Office.

All freshmen who are under the age of 21 at the time of enrollment who do not live with parent/guardian(s) [within a 50-mile radius of campus] are required to live in University Housing for the fall and spring semesters.

For the purpose of this agreement, transfer students are not considered freshmen. Transfer students are housed on a space available basis.

4. Right of the University to Refuse Housing and to Modify or Cancel Contract.

(a) The University reserves the right to revise the terms of this agreement or cancel this agreement in its entirety without penalty due to circumstances beyond the University's control, including but not limited to natural disasters (e.g., tornado, earthquake, flood, hurricane, etc.), war, terrorist act, strike,

public health outbreak (e.g., pandemic or wide-spread &/or infectious disease outbreak), fire, release of nuclear material or dangerous substance into the environment or other catastrophic event or major disruption of University operations.

(b) The University reserves the right to refuse admission or readmission to University Housing, to require a temporary or permanent assignment change, or to cancel the contract altogether, for a student's failure to meet academic requirements, or any resident's failure to comply with University and/or University Housing policies and regulations.

(c) The contract may be cancelled by the University in the event that the resident is criminally convicted by civil authorities. Additionally, SC law (23-3-465) prohibits any individual who is a registered sex offender from living in campus housing at any public institution of higher learning. Any resident who is registered or becomes registered on the sex offender registry will have his/her housing contract immediately terminated. In all such cases above, there will be no refund of prepaid rent.

5. Room Change.

Residents may submit requests for housing assignment changes. Students are not permitted to move or trade spaces without administrative approval. Once a housing change has been approved, the resident must move and abide by all appropriate key policies.

6. Signature.

When signing electronically, the resident acknowledges and agrees to conduct this transaction by electronic means in accordance with Title 26, Chapter 6 of SC Statutes Annotated, and that by entering his/her electronic signature, resident is entering into a legally binding and enforceable contract with Clemson University Housing.

STUDENT RESPONSIBILITY

1. Communal Areas and Property.

Communal areas and property includes, but is not limited to, hallways, baths, stairwells, elevators, lounges, study rooms, utility rooms, laundries, kitchens, lobbies, porches, courtyards, and related area spaces.

(a) Communal areas are reserved for the use of all residents; therefore, no resident may store personal items in these spaces or remove items from these spaces for their personal use.

(b) Residents are expected to take every precaution to assure that communal property is not abused. In halls or areas where the University has determined that there is abuse or destruction of University property and the responsible individual(s) cannot be identified, all residents may be held responsible for paying a prorated portion of repair and/or replacement costs.

(c) Where organizations or programs have exclusive use of an area, such as fraternities and sororities, those organizations are responsible for reimbursing the University for the cost of repairs

from damages to communal property if the responsible individual(s) cannot be identified. Where it is determined that organizations or programs are not in support of University Housing regulations, they may lose exclusive use of the area.

2. Communications and Information.

(a) Residents are responsible for all policy and procedural information posted on bulletin boards and/or disseminated through University media, including website, emails, and newsletters.

(b) Official University communications are sent regularly via email; therefore, students should check their University assigned email account daily. Failure to be aware of updated policies, procedures or other information does not relieve a student from responsibility or obligation.

(c) Residents are required to know and comply with all policies and regulations contained within this contract and any attached addenda.

(d) Students are expected to be aware of and comply with all policies in the Student Handbook, all official print or electronic University publications, and federal and state laws.

3. Conduct and Contract Adherence.

(a) Incident Reports - An incident report (IR) may be written to document an infraction of this University Housing contract or Clemson Student Code of Conduct regulations. Infractions of University Housing policies may be dealt with administratively or through the student judicial system administered by the Office of Community and Ethical Standards (OCES). A web based IR form is available through OCES web page.

(b) Disciplinary Action - Residents who violate the terms and conditions of this contract are subject to disciplinary action by the University. Such action can include, but is not limited to, administrative sanctions, temporary removal, suspension or eviction from University Housing and/or suspension or dismissal from the University. Residents may also be required to pay fines and/or make restitution. Those who violate state and/or municipal laws are subject to prosecution in civil or criminal courts.

4. Personal Property.

The University does not assume any legal or financial obligation for any resident's personal property that may be lost or damaged in its buildings or on its grounds. Residents or their families are encouraged to obtain appropriate insurance to cover such losses. University Housing is not responsible for any item(s) left behind once a room or apartment has been vacated.

5. Room/Apartment.

(a) The resident is responsible for the condition of the assigned space and may be required to reimburse the University for all damage to the space and damage to or loss of fixtures, furnishings or properties furnished under the contract.

(b) The resident is responsible for reporting all maintenance issues to the Housing Facilities Office by calling 864-656-5450 or submitting an online ticket at our website.

(c) No alterations may be made to the area (including painting) or furnishings provided by the University.

(d) All furniture, in each room/apartment at the time of move in, must remain for the duration of residency. Residents may not remove, store or trade furnishings from their assigned space. Additional furnishings brought into the room/apartment by the resident(s) must be freestanding and clear of all existing furniture, fixtures and walls.

(e) Each resident is required to complete an online document identifying and confirming the condition of all inventory items in the assigned space/room/apartment upon receiving the notification via email. Failure to complete this document constitutes a waiver of your rights to dispute damages to the assigned space.

(f) When occupancy is terminated, residents must follow proper check-out procedures. A Housing staff member will inspect the condition of the area. Residents vacating housing without following this procedure may be charged a fee for failing to check out properly, plus the cost of replacement or repairs resulting from any damages inflicted during occupancy. Egregious damages may result in referral to the Office of Community and Ethical Standards. Failure to return the room key at checkout may result in re-core charges.

COMMUNITY LIVING

1. Commercial Solicitation and Sales.

(a) Soliciting, canvassing or the use of University Housing as a location for commercial solicitation, sales or advertising is prohibited.

(b) Residents may not operate any "for profit or personal gain" enterprise from University Housing including, but not limited to, web-based and/or e-commerce businesses.

2. Communications Services.

TV outlets and individual data ports are provided in all rooms and apartments. Satellite High Definition TV service and Internet access (wireless and Ethernet) are both provided at no extra charge. Residents may not alter the existing wiring for any of these services and must provide their own reception devices (i.e., TV and/or computer). Wireless routers are prohibited in University Housing. Exterior antennas and satellite dishes are not permitted.

3. Guests and Visitation.

A roommate's expectation of privacy, sleep and study takes precedence over the privilege of a resident to have a guest. A guest is defined as someone who is not assigned to that residential community. Clemson University students only have access to the specific residential space where they are assigned and are considered guests in all other communities.

(a) A resident must have approval from his/her roommate(s) or apartment-mate(s) to have a guest.

(b) Residents are responsible for the conduct of their guests and must be present for the duration of

the visit. Guests should be escorted throughout the community and the resident must be present with the guest in the room or apartment. It is the responsibility of the resident to make sure that the guest understands and abides by all Housing and University regulations. If a guest is involved in any violations of University or Housing regulations, the hosting resident, as well as the guest, may be subject to disciplinary action. Residents may be held responsible for violations of University or Housing violations that occur in their room or apartment.

(c) If, at any time, the number of guests present in a room poses an issue in the community due to noise or other violations of the Student Conduct Code, staff may direct them to leave the room or apartment.

(d) Co-habitation is prohibited; only residents assigned to a room or apartment may live there. Cohabitation is defined as living together or sharing the same space for longer than 3 consecutive days or regularly repeated multiple overnight visits.

4. Inspections and Access.

(a) The University reserves the right to enter resident rooms and apartments under certain circumstances including, but not limited to, inspections for safety, health, policy compliance, cleaning, inventory, epidemics or other emergency, pest control, occupancy verification and/or general repair. If such inspections are of a routine or periodically recurring nature, reasonable effort will be made to give prior notice.

(b) Residents should be prepared to grant access to University officials upon reasonable request or in exigent circumstances. Failure to do so may result in charges through the Office of Community and Ethical Standards.

5. Invasion of Privacy.

(a) The act of making, attempting to make, transmitting, or attempting to transmit audio, video, or images of any person(s) on University premises in bathrooms, showers, bedrooms, or other premises where there is a reasonable expectation of privacy without the knowledge and consent of all participants subject to such recordings is prohibited.

(b) Viewing or spying on a person(s) on University premises in bathrooms, showers, bedrooms, or other premises where there is a reasonable expectation of privacy with respect to nudity and/or sexual activity, without the knowledge and consent of all participants is prohibited.

6. Lofts.

(a) ONLY purchased or rented lofts from a University approved partner may be used in traditional residence hall rooms. The areas where lofts may be purchased or rented are limited to Lever Hall and Manning Hall. Please consult the University Housing web page for limitations of corner rooms as it relates to lofting guidelines.

(b) Bed furniture provided in all other Housing areas are bunkable and/or loftable. Therefore, use of outside lofts (purchased or rented) is not permitted in these areas.

(c) Personally constructed lofts are prohibited in University Housing. Raised platform floors or other physical space alterations are not allowed in any University Housing space.

7. Mail.

Mail is not delivered to rooms or apartments. Each resident will be assigned a mail box by Student Mail Services.

8. Pets.

The only pets permitted in University Housing are fish. Aquariums for the fish are limited to a ten-gallon capacity tank or smaller. Those violating this provision will be required to remove the pet, pay for any damages including any charges for extermination and may face disciplinary action. Additional charges for any required cleaning and/or pest extermination related to a pet violation will be charged to the resident(s). Service and Assistance Animals may be permitted on a case-by-case basis when advised by Clemson University Student Disability Services.

9. Possession, Display and Consumption of Alcohol & Illegal Substances.

(a) Alcohol may be possessed and consumed only by persons age 21 and older and only in their private living space (defined as the interior of a room or apartment).

(b) Alcohol may not be consumed or containers displayed in any public area (defined as any area outside of your private room/apartment) including windows.

(c) Kegs and other alcohol dispensing equipment are not allowed in any housing area, including private rooms/apartments.

(d) Possession, consumption or display of alcohol or alcohol containers is prohibited in any area designated as "alcohol-free" In particular, residential buildings designated for housing first-year students solely.

(e) State and federal law, as well as the Student Code of Conduct, prohibits the possession, distribution or sale of illegal drugs. University Housing further prohibits the possession of items characterized as drug paraphernalia, i.e., bongos, clips or other items whose appearance in a room/apartment would indicate the presence of drugs or drug use.

10. Quiet Hours.

The expectation of an environment that supports sleep and study takes precedence over the privilege of another to create noise. This expectation of "courtesy hours" is in place 24 hours a day; however, specific quiet hours are in effect from 10:00 p.m. until 8:00 a.m. each day. The Residence Community Council may expand weekend quiet hours to start at midnight with a two-thirds vote of the area residents. Quiet hours shall be in effect in all areas 24 hours a day for a minimum of three days prior to the beginning of final semester exams and continuing through the end of the examination period.

11. Right to Prohibit.

University Housing reserves the right to prohibit any item or activity deemed by the University to be harmful, unadvisable or not in the best interest of the University or its residents.

12. Smoking.

Smoking is prohibited in all University Housing facilities.

13. Specific Regulations.

Certain residence halls and apartment complexes require regulations specific to each of them. This includes, but is not limited to, Fraternity and Sorority housing areas, Living-learning communities and the like.

14. Trash Disposal.

All waste paper and other personal trash must be deposited in waste baskets, recycling bins or other designated trash receptacles. Littering or improper disposal of trash is not permitted.

15. Water-Filled Furniture.

Waterbeds and other water-filled furniture are not permitted in any University Housing facilities.

SAFETY

1. Asbestos Materials.

Some areas of University Housing have asbestos containing materials present. A licensed asbestos abatement team manages these materials. Residents should use caution to not disturb any sprayed-on ceiling materials. Any questions concerning asbestos materials, locations and hazards should be referred to the Housing Facilities Office at (864) 656-5450 or the Asbestos Abatement Program liaison at (864) 643-6168 for further clarification.

2. Cooking/Food Preparation.

(a) Residence Halls: The ability to cook/prepare food in residence halls is very limited. Residents may prepare food in the hall kitchen areas. Microwave ovens are allowed in hall kitchens only. Cooking in rooms/suites is limited to what can be prepared in a Microfridge®. Microfridges, a combination microwave/refrigerator (Microfridge®), are available for rent through a program sponsored by Student Government. Any residence hall resident who possesses or uses in their room any cooking device other than a Microfridge will be required to remove the appliance. Students may alternately have a refrigerator in their room if it is 3.6 cubic feet or smaller.

(b) Apartments: Most normal kitchen appliances, including microwave ovens, may be used in apartment kitchens. These include: George Forman Grills®, Panini presses, coffee makers and Keurig machines, blenders, slow cookers and toasters (not toaster ovens).

(c) Grills: Charcoal or propane grills, propane gas tanks and gas or charcoal grill supplies cannot be stored, inside or outside, in any campus residential area, including apartments.

3. Electrical Equipment and Appliances.

- (a)** Residents may not alter or repair any electrical equipment or fixture provided by the University.
- (b)** Defects in electrical equipment or wiring should be reported to the Housing Facilities Office by calling (864) 656-5450.
- (c)** If more than two appliances or two appliances with a cumulative wattage of more than 1500 watts are plugged into a single wall outlet, a U.L. approved power strip with a built-in circuit breaker must be used.
- (d)** If the power strip is approved for multi-outlet use, then two power strips per wall outlet may be used allowing four power strips per room. A power strip may not be plugged into another power strip.
- (e)** Extension cords must not be used in succession, or in conjunction with, power strips. Extension cords shall not be used as a substitute for permanent wiring.
- (f)** Space heaters, window air conditioner units, ceiling fans and similar items are prohibited.

4. Firearms, Explosives, Fireworks, Weapons and Flammable Materials.

- (a)** No resident or guest of a resident shall possess, store, or use firearms, explosive devices, or weapons of any kind in University Housing. Such weapons may include, but are not limited to guns, swords, rapiers, BB guns, air pistols, pellet guns, rifles, bows and arrows, knives or martial arts devices.
- (b)** The possession, storage or use of paint-ball guns, slingshots, explosives, fireworks, dangerous chemicals or mixtures of chemicals, propelled missiles or similar items are prohibited in University Housing even if they are not intended to be used as a weapon or destructive device.
- (c)** Common kitchen cutlery and pocket utility knives are allowed when utilized for their intended purposes.
- (d)** Persons authorized to carry a concealable weapon by SC Code (23-31-205 et seq.) are not permitted to possess concealable weapons in University Housing.

5. Fire Safety.

- (a)** Evacuation of University buildings is mandatory when a fire alarm sounds. Sounding of false fire alarms or tampering with fire-fighting or safety equipment, including fire extinguishers, fire sprinklers and connecting pipes, EXIT signs and the alarm system are prohibited. Anyone violating this policy will be responsible for any costs associated with tampering and/or damage to fire safety equipment. Violators will also be referred to the Office of Community and Ethical Standards and/or the Fire Marshal for disciplinary action.
- (b)** Candles, halogen lamps, incense and other like items are prohibited in University Housing.
- (c)** Residents may not hang anything from the ceiling, pipes or sprinklers/sprinkler heads.
- (d)** Items may not be posted, displayed or attached to the window in a fashion such that they might impede egress through the window in case of fire. This policy includes, but is not limited to, signs, cans, bottles, flags, and posters.

6. Keys.

(a) Keys are issued at check-in by the area desk where the resident is assigned. Keys must be returned when occupancy is terminated. If a key is lost or not returned when occupancy is terminated, or if a temporary key is not returned within the required time, the door lock(s) will be re-cored and new keys will be made at the responsible resident's expense.

(b) All keys are property of the University and bear the statement, "State of S.C.; Do Not Duplicate." Residents shall not violate this provision or possess University Housing keys other than the one assigned to them by the area desk.

(c) Room and apartment keys, as well as a student's TigerOne card with associated electronic card access, may only be possessed by the student assigned to the space. Giving or lending a key may result in referral to the Office of Community and Ethical Standards. In some circumstances, rights to issued keys maybe forfeited under the terms of this contract.

(d) A contracted resident who represents voluntary abandonment of assigned space maybe required to relinquish rights to key issuance.

7. Restricted Areas.

The roofs, ledges, attics and mechanical/electrical equipment rooms of all University Housing buildings are strictly prohibited to all residents.

8. Security.

(a) Entrances to all residence halls are regulated by a card access system. Guests (defined as someone who is not assigned to that residential community) must enter and exit with a resident of that building. Residents who enter or exit by locked security doors are responsible for leaving the doors in a locked position. Disciplinary action may be taken against residents who prop open doors or allow others to "tailgate" through security doors without proper authorization.

(b) All residents are urged to lock their windows and doors when sleeping or during periods of absence. For personal safety, ground floor accessible windows should be kept locked at all times and security screens left untouched. Any breaches of security should be reported to the University Police Department immediately.

9. Window Treatments.

All curtains used in windows must be made of fire and flame resistant materials.

This addendum applies to all students currently enrolled at Clemson University (Continuing Students) and those who were enrolled during a prior term (Former Students Returning).

1. Period of Contract.

This addendum and attached contract are effective and binding on the date signed and govern housing from **August 16, 2015 to May 1, 2016**. By signing this contract, the resident agrees to all the terms and conditions outlined in this addendum and in the attached contract.

2. Housing Assignments.

Continuing and former students seeking an assignment for the academic year are required to complete and sign an online Housing contract. No fee is required to complete the contract.

3. Occupancy and Payment.

This contract binds the student to pay housing rental fees according to the University payment schedule for one academic year as defined in section 1 (Period of Contract) above, and to abide by the following occupancy procedures and regulations:

- (a)** University Housing may be occupied no earlier than 8:00 AM on Sunday, August 16, 2015. Students who fail to occupy their assigned space by the first day of classes will be bound by this contract but may lose their assigned space and can be assigned to temporary accommodations unless prior arrangements for late occupancy have been made with the Housing Office.
- (b)** If a student is approved for early arrival or late stay, outside the term defined in section 1 (Period of Contract) above, all terms, conditions, policies and regulations of this contract and any attached addenda are also extended to cover that approved length of time, and are therefore, fully binding on the student.
- (c)** Most University Housing facilities are closed during the period between the fall and spring semesters. An exception applies for students assigned to Lightsey Bridge I and II, Calhoun Courts and Thornhill Village Apartments. These apartment residents may reside in their apartment during the break between semesters only if (1) they notify Housing of their intent to do so, (2) are enrolled for the spring semester (3) are living in the same apartment space for spring and (4) have an approved reason to stay during the holiday break.
- (d)** University Housing must be vacated the following Saturday, after the last exam, by 5:00PM. Apartment exception noted in 3(c) applies.
- (e)** Graduating students may remain in their assigned space until 10:00AM the day following commencement.

4. Cancellation of the Contract.

Once the confirmation of an assignment is received, either through the self-selection assignment process, or an assignment made by a Housing Assignments Coordinator, a student has the option to cancel their electronically signed contract within 72 hours of confirmed assignment. After this timeframe has elapsed, failure to cancel as prescribed constitutes a legally, binding contract for the academic year.

The academic year contract may be cancelled after 72 hours for the following reasons only:

- (a) Withdrawal from Clemson University; or,
- (b) Transferring to another college or university; or,
- (c) Marriage (no more than four weeks prior to the wedding date); or,
- (d) Circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

Student bills, for students qualifying for cancellation under paragraph 4, will be adjusted appropriately based on the current Housing cancellation fee schedule and the circumstances of cancellation.

If a student re-enrolls after canceling, the full rental charge will be added back to the student's account. The \$150 cancellation charge is waived only in cases where the University denies re-admission.

There will be no refund of University Housing monies during the last six weeks of the/a semester during the contract term as noted in section 1.

5. Proper Notice of Cancellation Request.

Students who desire to request cancellation of this contract must contact University Housing to receive instructions.

6. Appeals Committee.

Students are encouraged first to contact the Assignments Office with concerns regarding the contract cancellation process. If the concerns are not resolved satisfactorily, the student is encouraged to submit such concerns to the Appeals Committee.

7. Collection Fees.

If any collection fees are assessed or attorney's fees expended by the University in the process of obtaining unpaid housing charges, the student will be responsible for the payment of those fees in addition to the unpaid housing charges.

8. Rental Rates.

Rental rates for University Housing are published online at www.clemson.edu/housing-dining

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