

2016-2017 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 the age of eighteen (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.



Kathy B. Hobgood
Executive Director, University Housing & Dining
Assistant Vice President for Student Affairs

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 Code of Conduct violations or occupancy management needs.

(c) The University reserves the right to assign residents to interior accommodations including, but not limited to, converted study 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 University Housing. Non-students may also be housed under the provisions of this contract as needed and deemed appropriate by University Housing.

All first-year students 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 (on-campus) for the fall and spring semesters.

For the purpose of this agreement, the policy noted above does not apply to transfer students. Transfer students are housed on a space available basis.

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. 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.

6. 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 assignment change has been approved, the resident must move and abide by all appropriate key policies. Students are financially responsible for rate differential if applicable.

7. Signature.

When signing the Clemson University Housing Contract electronically, the resident, and/or parent or guardian, 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, the resident, and/or parent or guardian, is entering into a legally binding and enforceable contract with Clemson University Housing.

STUDENT RESPONSIBILITY

1. Additional Requirements - Housing Rules and Regulations.

Students are responsible for reviewing and being knowledgeable of the University Housing Rules and Regulations. By electronically signing the Housing Contract, students are agreeing that they have read and agree to adhere to the rules and regulations set forth by this document.

<http://housing.clemson.edu/rulesandregulations/>

2. Communal Areas and Property.

Communal areas and property includes, but is not limited to, residential classrooms, 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. University Housing is not responsible for abandoned property.

(b) Residents are responsible for the care of communal property and should report any damages. 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.

3. 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.

4. Communications Services.

TV outlets and individual data ports are provided in all rooms and apartments. Cable, IPTV service and Internet access (wireless and Ethernet) are both provided at no additional 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.

5. 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.

6. 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. University Housing will bag abandoned property for 30 days then dispose.

7. 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 by submitting an online maintenance request via the University Housing & Dining website or Housing Portal.

(c) No alterations may be made to the area or furnishings provided by the University (including, but not limited to, painting, mounting TV's, etc.).

(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 the Housing Portal. 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 as outlined in the Housing Rules and Regulations. 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 lock change charges.

8. 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.

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. Keys.

(a) Keys are issued at check-in by the community 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 changed 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 community desk.

(c) A contracted resident who represents voluntary abandonment of assigned space may be required to relinquish rights to key issuance.

3. Restricted Areas.

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

4. Security.

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.

Revised 10/2015

2016-2017 Fraternity and Sorority Academic Year Addendum

1. Period of Contract.

This addendum and attached legal contract are effective and binding on the date signed and governs housing from **August 14, 2016 until May 7, 2017**. By signing this contract, the resident agrees to all the terms and conditions outlined in this addendum and in the attached contract.

2. Residency Requirement.

Students must have completed one semester at a college or university before they are eligible to live in the Fraternity and Sorority Residential Community. New freshmen may not reside in the Fraternity and Sorority Residential Community their first semester. However, new freshmen who join student organizations during their first semester may move into on-campus Fraternity and Sorority Residential Communities for their second semester with prior approval from the organization, the organization's advisor, and University Housing as long as space is available.

3. Housing Assignments.

Current and former students seeking University Housing assignments for the academic year are required to complete an online Housing contract. No fee is required to complete the online Housing contract.

Continuing and former students seeking housing assignment within Fraternity and Sorority Residential Communities will also be required to sign additional living agreements and/or organization agreements related to the Fraternity and Sorority housing. Copies of these agreements may be viewed by University Housing and the Office of Fraternity and Sorority Life.

4. Occupancy and Payment.

This contract legally binds the student to pay University 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 14, 2016. 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 University Housing.
- (b) If a student is approved for early arrival or late stay, outside the term defined in section 1 (Period of Contract), 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) University Housing must be vacated by 10 AM on Sunday after the last exam.
- (d) Graduating students may remain in their assigned space until 10:00AM the day following commencement.

5. Contractual Commitment for Fraternity and Sorority Residential Community.

The contract for Fraternity and Sorority housing is legally binding at the time it is signed. Unless the student fails to enroll, the student is obligated to pay rent for the full academic year.

6. Cancellation of the Contract.

The academic year contract may be cancelled 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(a), will be adjusted appropriately based on the current Housing cancellation fee schedule and the circumstances of cancellation.

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.

7. Cancellation of Contract Due to Change in Membership Status.

If a student is no longer a recognized member of or disaffiliates with an organization housed in fraternity and sorority housing, the student will be reassigned to other on-campus housing per the 2016-2017 Clemson University Housing Contract. Should a cancellation be granted, cancellation charges will be assessed based on the additional living agreements and/or organization agreements related to Fraternity and Sorority Residential Community housing.

8. Cancellation of Contract Due to Insufficient Occupancy, Damages or Loss of Recognition as a Student Organization.

If a Fraternity and Sorority organization loses the use of their assigned housing due to insufficient occupancy, damages, or loss of recognition as a student organization, students will be reassigned to other on-campus housing per the 2016-2017 Clemson University Housing Contract.

9. Appeals Committee.

Students are encouraged first to contact the University Housing 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.

10. Proper Notice of Cancellation Request.

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

11. Collection Fees.

If 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.

12. Rental Rates.

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

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