

2020-21 Clemson University Housing & Dining Contract

CLEMSON UNIVERSITY

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

This contract is an agreement between Clemson University "University" and the undersigned individual, herein referred to as "Resident." Resident shall mean any person authorized to live in University Housing, whether student or non-student. This contract 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 the Resident 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.



Kathy B. Hobgood

Assistant Vice President for Student Auxiliary Services

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 assigned Resident. Parents, friends and other delegates may not obtain keys or access to the space on a Resident'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 the Resident.

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 disciplinary action and the Resident's rental rate adjusted to the private room rate for the assigned space.

(b) University Housing reserves the right to require the 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, public health, safety or emergency situations, Student Code of Conduct violations or occupancy management needs.

(c) The University reserves the right to assign the Resident 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, who will be 17 years of age by October 15, 2020, is eligible to live in University Housing under the provisions of this contract, provided 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.

Excluding transfer students, 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 Anderson, Oconee and Pickens Counties are required to live in University Housing (on-campus) for the fall and spring semesters.

4. Inspections and Access.

(a) The University reserves the right to enter 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 to give prior notice will be provided.

(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 a Student Code of Conduct violation.

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### 5. Right of the University to Prohibit Access, Refuse Housing and to Modify or Cancel Contract.

- (a) The University, in its sole discretion, may determine that it is in the best interest of the campus community to prohibit or restrict Resident access to campus housing due to exigent circumstances, 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 infectious disease outbreak), fire, release of nuclear material or dangerous substance into the environment, other public health or safety concern, or the disruption of University operations.

If Resident's housing access is prohibited pursuant to section 5(a), and alternative housing is not provided, then refunds, if any, would be subject to the approval of the Board of Trustees.

- (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 Resident's failure to meet academic requirements, or failure to comply with University and/or University Housing policies and regulations. The contract may be cancelled by the University in the event that the resident is criminally convicted by civil authorities. Additionally, S.C. Code §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 their housing contract immediately canceled.

### 6. Resident Refund and Contract Cancellation.

- (a) For Residents not residing in Fraternity Sorority Housing, once the confirmation of an assignment is received, through the self-selection assignment process, or an assignment made by a Housing Assignments Coordinator, a continuing Resident 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.

- (b) Except as expressly stated in this section and in section 5(a), all housing costs and fees are non-refundable. Residents may request cancellation of this contract by submitting a request via the Housing & Dining website. The Housing & Dining Appeals Committee will determine whether to approve the request for contract cancellation and whether any refund will be issued. However, there will be no refund of University Housing cost and fees during the last six weeks of a semester. Residents may request cancellation of their housing contract only for the following reasons:

- (i) Failure to enroll,
- (ii) Withdrawal from the University,
- (iii) Transfer to another college or university,
- (iv) Marriage (no more than four weeks prior to the wedding date), or
- (v) Circumstances determined by the University to be sufficiently extenuating as to warrant cancellation.

Residents may be required to submit documentary evidence in support of their request for cancellation.

- (a) Residents may be required to pay a cancellation fee. The cancellation fee shall not exceed Resident's rental rate and will be applied to the Resident's iRoar account.

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(b) If the cancellation request is approved, the Housing and Dining Appeal Committee will, in its sole discretion, determine whether a refund is appropriate and the amount of such refund.

### 7. Room Change.

Residents may submit requests for housing assignment changes. Residents are not permitted to move or trade spaces without administrative approval. Once a housing assignment change has been approved, the Resident must move in accordance with prescribed timeframe and abide by all appropriate key policies. Failure to comply may result in disciplinary action and fees associated. Residents are financially responsible for rate differential if applicable.

### 8. 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.

Residents are responsible for reviewing and being knowledgeable of the University Housing Rules and Regulations. By electronically signing the Housing Contract, Residents 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, Residents may not 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 required to know and comply with all terms and conditions contained within the University Housing Contract and Addenda. The Contract and Addenda may be found on the University Housing & Dining website.

(b) Residents are expected to be aware of and comply with all University policies, the provisions of the University Student Code of Conduct, all official print or electronic University publications, and federal and state laws.

4. Communications Services.

A cable station package is provided and can be accessed through Philo/IPTV or via devices like Roku, Fire Stick, etc. Internet access (wireless) is 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). Personal wireless routers are prohibited in University Housing. Exterior antennas and satellite dishes are prohibited.

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 University Student Code of Conduct regulations. Infractions of University Housing

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policies may be dealt with administratively or through 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 the personal property of any Resident or guest that may be lost or damaged in University buildings or on University grounds. Residents or their families are encouraged to obtain appropriate renter's insurance to cover such losses. University Housing is not responsible for any item(s) left behind once a room or apartment is vacated. University Housing will bag and store 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) Alterations must not 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) 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 damage inflicted during occupancy. Egregious damage may result in referral to OCES. Failure to return the room key at checkout may result in lock change charges.

### 8. Right to Forbid.

University Housing reserves the right to forbid 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 to the community desk by the Resident 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 Resident who abandons assigned space may be required to relinquish rights to key issuance.

3. Pool/Lounge.

(a) All persons, including but not limited to Residents and their guests, use the outdoor pool/lounging area at their own risk. Clemson University Housing will not be held responsible for injuries sustained by any person using this area. Resident(s) and guest(s) will indemnify Clemson University and Clemson University Housing for any claims resulting from their use of the outdoor pool/lounging area.

(b) Alcoholic beverages are strictly prohibited in the pool/lounge area.

(c) The Resident(s) and guest(s) are responsible for ensuring all gates are locked and secured at all times.

(d) Residents and guests are to following pool/lounge policies, hours of operations, etc., ensuring safety and responsibility are priority.

(e) In the event Resident(s) or guest(s) fail to follow policies, hours of operation, or provide safe and responsible behavior, an incident report will be processed and appropriate authorities will be notified.

(f) Pets of any kind are prohibited in the pool/lounge area.

(g) The Resident understands that the pool and/or lounge area is strictly an amenity and that the use of this amenity is not guaranteed under the terms of the contract. Any interruption or non-availability of the use of the pool/lounge area will not violate any terms of the contract.

(h) Residents using the pool/lounge area is responsible for notifying University Housing Maintenance of repair needs. Residents/guests are to refrain from attempting to make any repairs or adjustments to the pool/lounge equipment.

(i) All outdoor furnishings are to remain in the pool/lounge area. Residents and/or guests who remove or intentional damage furnishings may be reported to the Clemson University Police Department, dealt with administratively, and/or referred to OCES

4. Restricted Areas.

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

5. 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 7/2020

## 2020-2021 Continuing Student Academic Year Addendum

This addendum applies to all students currently enrolled at Clemson University (Continuing Students), those who were enrolled during a prior term (Former Students Returning), and currently enrolled students in the Bridge to Clemson program at Tri-County Technical College.

### 1. Period of Contract.

This addendum and attached contract are effective and binding on the date signed and govern housing from August 16, 2020 until May 2, 2021. 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.

- (a) Students must be 17 years of age as of October 15, 2020 to be eligible to reside in University Housing.
- (b) 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 for continuing and/or former students returning.
- (c) Students seeking University Housing assignments who have never resided on campus will be required to pay the Housing Contract Fee while completing the Housing Contract.
- (d) Students seeking a housing assignment within student organizational block housing will also be required to sign additional living agreements and/or organization agreements related to Fraternity Sorority Housing. Copies of these agreements may be viewed in the office supporting the student organization.

### 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 Saturday, August 15, 2020. 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) 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 Calhoun Courts, Douthit Hills West, Lightsey Bridge I, 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 by 10 AM on Sunday after the last exam. Apartment exception noted in 3(c) applies.
- (e) Graduating students may remain in their assigned space until 10:00AM the day following commencement.
- (f) 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 (Period of Contract).

### 4. Cancellation of the Contract.

For students not residing in Fraternity Sorority Housing, once the confirmation of an assignment is received, through the self-selection assignment process, or an assignment made by a Housing Assignments Coordinator, a continuing student or Tri-County Technical College Bridge to Clemson student has the option to cancel their

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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 for the following reasons only:

- (a) Withdrawal from Clemson University; or,
- (b) Withdrawal from the Bridge to Clemson program at Tri-County Technical College; or
- (c) Failure to complete academic criteria as determined by the Bridge to Clemson program at Tri-County Technical College (grade and credit hour requirements) at the end of the spring term of the 2019-20 Academic Year; or,
- (d) Transferring to another college or university; or,
- (e) Marriage (no more than four weeks prior to the wedding date); or,
- (f) Circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

### 5. Contract Cancellations and Fees.

- (a) Students, who request cancellation of this Contract due to extenuating circumstances, must do so by submitting an online Appeals Form located on the Clemson Home website. Housing & Dining's Appeals Committee will review the request, determining approval or denial of request, and will notify the student of the decision.
- (b) The Housing & Dining Contract is legally binding and must be upheld by the student until notification has been received via email from the Housing & Dining Appeals Committee.
- (c) Cancellation fee, an amount not to exceed a semester's rental rate for the area assigned, will be applied to the student's iRoar account based on the circumstances of cancellation.
- (d) Fraternity Sorority Housing residents are to abide by the terms in Contract Cancellations and Fees, item 5, of Fraternity Sorority Housing section below.

### 6. Proper Notice of Cancellation Request.

Students who desire to request cancellation of this contract must contact Clemson Home to receive instructions.

### 7. 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. Fraternity Sorority Housing residents are to abide by the terms in Contract Cancellations and Fees, item 5, of Fraternity Sorority Housing section below.

### 8. 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.

### 9. Rental Rates.

Rental rates for University Housing & Dining are published online at [www.clemson.edu/housing-dining](http://www.clemson.edu/housing-dining).

## FRATERNITY SORORITY HOUSING

1. **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 if space is available.
2. **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.
3. **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 2019-20 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.
4. **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 2020-2021 Clemson University Housing & Dining Contract.
5. **Contract Cancellations and Fees.**
  - (a) Students, who request cancellation of this Contract due to extenuating circumstances, must do so by submitting an online Appeals Form located on the Housing & Dining website. Housing & Dining's Appeals Committee will review the request, determining approval or denial of request, and will notify the student of the decision.
  - (b) Organization leadership can support an individual resident's appeal by providing a support documentation letter indicating the desired release for the member. Should an organization support a contract cancellation of an individual resident, the organization would be financially obligated for the remainder of the contract dates which should be acknowledged in the support letter documentation.
  - (c) The Housing & Dining Contract is legally binding and must be upheld by the student until notification has been received via email from the Housing & Dining Appeals Committee.
  - (d) Cancellation fee, an amount not to exceed a semester's rental rate for the area assigned, will be applied to the student's iRoar account based on the circumstances of cancellation.

