2013-2014 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

University Housing Policies and Regulations

1. 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. Students admitted under the admissions code
"Special Student" are not considered freshman.

2. **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.

3. **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.

4. **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 will result in a $100 charge, and the student's rental rate being adjusted to the private room rate for his/her residence hall/apartment.

   (b) University Housing reserves the right to require a resident to move to a different campus housing assignment when deemed necessary by housing officials for reasons such as, but not limited to, maintenance or closure of an area, changes in programming, 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 regular spaces are not available.

5. Room Change.
Residents may submit requests for housing assignment changes during designated periods. Students are not permitted to move or trade spaces without administrative approval. A $100 fine will be levied against residents moving out of, into, or within University Housing without having proper authorization. Once a housing change has been approved, the resident must move and abide by all appropriate key policies or a $100 fine will be assessed.

6. Responsibility for 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 parents/guardians 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.

7. Responsibility for the Room/Apartment.
(a) The resident is responsible for the condition of the assigned space and shall 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 immediately.

(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. There is a $50 charge for violating this policy. 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 a Resident Room/Apartment Property Certificate (RPC) online within 24 hours of the receiving the RPC notification via email. Failure to complete an RPC does not waive liability for damages. If an RPC is not completed, the student may be referred to the Office of Community and Ethical Standards for disciplinary action.

(f) When occupancy is terminated, residents must follow proper check-out procedures. A Housing staff member will inspect the area and assess for damages or missing property. Residents vacating housing without following this procedure will be charged $150, plus the cost of replacement or repairs resulting from damages inflicted during occupancy. If cleaning is
necessary, cleaning charges will also be assessed.

8. Responsibility for 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.

(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 will lose exclusive use of the area.

9. Possession, Display and Consumption of Alcohol & Other 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".

(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, ie: bongs, clips or other items whose appearance in a room would indicate the presence of drugs or drug use.

10. 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. However, cooking in rooms/suites is limited to what can be prepared in a Microfridge®. Any residence hall resident who possesses or uses in their room any cooking device other than those listed above will be fined $50 and be required to remove the appliance. Microwave ovens are allowed in hall kitchens only. However, residents assigned to rooms/suites may use the combination microwave/refrigerator (Microfridge®) available for rent through a program sponsored by Student Government. Students may 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, slow cookers and toasters (not toaster ovens).

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

11. 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.

(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.

TV outlets and individual data ports are provided in all rooms and apartments. Basic satellite 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 (ie, TV and/or computer). Wireless routers are prohibited in University
Housing. Exterior antennas and satellite dishes are not permitted.

(a) No resident or guest of a resident shall illegally 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, BB guns, air pistols, pellet guns, rifles, bows and arrows, knives with at least a 2 1/2 inch blade, or martial art devices.

(b) The possession, storage or use of paint-ball guns, slingshots, explosives, fireworks, dangerous chemical mixtures, 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) 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.

(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 actions.

(b) Candles, halogen lamps, incense and other like items are prohibited in University Housing.

(c) Residents may not hand anything from the ceiling.

(d) Items may not be posted, displayed or attached to the window in a fashion such that they are visible through a window. This policy includes, but not limited to, signs, cans, bottles and posters.

15. Restricted Areas.
The roofs, ledges, attics and mechanical/electrical equipment rooms of all University Housing buildings are strictly "off limits" to all residents.

(a) Entrances to all residence halls are regulated by a card access system. Guests at residence halls must enter and exit only by the main entrance to the hall. 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 losses should be reported to the University Police Department and the Housing Office.

17. Guests and Visitation.
The roommate's expectation of privacy, sleep and study take precedence over the privilege of a host to have a guest. A guest is defined as someone who is not assigned to the 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) The host 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 host must be present with the guest in the room or apartment. It is the responsibility of the host to make sure that the guests understand and abide 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.

18. 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, general housing 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) Searches involving a suspected violation of state or federal law will normally require a search warrant issued by the appropriate civil judicial authority.

(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. The resident(s) responsible for the re-core will be charged $50.

(b) Students will receive two free temporary key checkouts per semester regardless of room change. Beginning with the third temporary key checkout, the student will be charged a fee of $10.00 for subsequent checkouts.

(c) 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.

(d) Room and apartment keys may only be possessed by the student assigned to the space. Giving or lending a key may result in a Student Conduct Code violation.

20. Lofts.
ONLY purchased or rented lofts from a University approved partner may be used in traditional residence hall rooms. The areas include Lever, Manning, Byrnes, and Johnstone.

Bed furniture provided by the University used in the Suites, the Apartments, Fraternity and Sorority Housing, the Shoeboxes, and the Clemson House is bunkable and/or loftable. Therefore, use of outside lofts (purchased or rented) is not permitted in these areas.

Personally constructed lofts are prohibited in University Housing. Raised platform floors or other physical space alterations are not allowed in any University Housing. Under no circumstances are lofts of any kind permitted in overflow rooms.

Mail is not delivered to rooms or apartments. Each resident has the opportunity and is encouraged to rent a mail box at Student Mail Services on campus.

22. 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).

23. Quiet Hours.
The expectation of an environment that supports sleep and study takes precedence over the
privilege of another to create noise. This expectation 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 Hall Council may extend quiet hours 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.

24. Smoking.
Smoking is prohibited in all University Housing facilities.

25. 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.

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

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

28. Window Treatments.
All curtains used in windows must be made of fire and flame resistant 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.

30. Incident Reports.
An incident report (IR) may be written to document an infraction of University Housing policy. 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.

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, 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.

32. Responsibility for Information.
Residents are responsible for all policy and procedural information posted on bulletin boards and/or disseminated through University media, including emails and newsletters. 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.

33. Other Policies.
(a) 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.

(b) 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.

(c) 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.

(d) Residents are required to know and comply with all policies and regulations contained within this contract and any attached addenda, as well as the Student Handbook and any other official University publication.

34. 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.

Revised 12/2012
1. Period of Contract.
This legal contract is effective and binding on the date signed and governs housing from **August 18, 2013 to May 4, 2014.** 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.
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. New freshmen may not reside in Student Organizational Block Housing their first semester. However, new freshmen who join student organizations during their first semester may move into on-campus block housing 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 Reservations.
(a) Reservations for New Graduate Students and New Transfer Students (all students with no previous enrollment at Clemson University.)
Advance housing reservations for the spring semester for any new student are made only after the student has signed the contract, paid a $100 nonrefundable application fee and completed a housing application.

(b) Reservations for All Continuing Students and Former Students Returning.
Current and former students seeking advance housing reservations for the academic year are required to complete an online housing contract. Continuing and former students seeking housing assignment within student fraternity and sorority housing 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 housing rental fees according to the University payment schedule for **one academic year** as indicated 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 18, 2013. 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 (before August 18, 2013) or late stay (after May 4, 2014) as indicated 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) University Housing must be vacated the following Sunday, after your last exam, by 10:00 AM.

(d) Graduating students may remain in their assigned space until 10:00 AM the day following commencement.

5. Contractual Commitment for Fraternity and Sorority Housing.
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 academic year.

(a) The contract may be terminated after July 31, 2013 for the following school related reasons: failure to enroll, withdrawal from school; marriage (no more than four weeks prior to the wedding date); or, circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

(b) University bills, for student’s qualifying for cancellation under paragraph 6(a), will be adjusted to show a prorated housing charge based on the number of days of the semester that housing is occupied by the student or $150, whichever is greater.

There will be no refund of University Housing monies during the last six weeks of the/a semester.

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 section 4(b) of the 2013-2014 Clemson University Housing Contract.

8. Cancellation of Contract Due to Insufficient Occupancy, Damages or Loss of Recognition as a Student Organization.
If a fraternity and sorority 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 section 4(b) of the 2013-2014 Clemson University Housing Contract.
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.

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.

Revised 12/2012