

# RESIDENT HALL HANDBOOK

Students that are living with University Housing are expected to make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of our Residential Halls and Off Campus properties will be enhanced if a resident will speak up whenever they observe a thoughtless act, unsafe condition, or questionable person within the buildings.

Violations of the following policies may result in disciplinary sanctions that may include, but are not limited to, fines, probation, suspension, termination of housing, expulsion, and/or referral for prosecution.

While the term "residence halls" is used it is **<u>equally applied</u>** to all university owned or managed accommodation including but not limited to any off-campus houses, apartments, shared home spaces, and any other type of domicile meant to house students, faculty, or staff.

## **ON-CAMPUS HOUSING POLICY**

All entering unmarried freshmen students under 21 years of age and whose primary domicile is beyond a 60 mile radius of the university are required to live on campus for four (4) consecutive semesters. Entering freshmen will be placed in **Dawson Hall** as their domicile preference for the Academic Year. If a space is not available in Dawson Hall, the entering freshman will be placed in a designated Freshman/First Year student overflow.

International students under the age of 21 are required to reside in campus housing for four (4) consecutive semesters.

Transfer students under the age of 21 and whose primary domicile is beyond a 60 mile radius of the university are required to reside in the campus residence halls for the remainder of four (4) consecutive semesters; e.g., students who lived on campus at another institution for one (1) semester are required to live in the campus residence halls for three (3) semesters.

Room and board are mutually inclusive components of this contract and all students living on campus must have a meal plan. **ALL** students who meet the on-campus housing criteria will be billed for the room and board charges, this means even if you decide to forego living on campus, you will still be billed for a meal plan and room charges.

Married students, students with young children, and Veterans of the U.S. Armed Forces are exempt from living on campus.

## **OVERFLOW POLICY**

In the event rooms on campus are not available to accommodate all students affected by the On-Campus Housing Policy, a waiting list will be maintained. Those students on the waiting list will be furnished with a list of off-campus realtors. Those students will be responsible for their own housing that semester. In the event that the lease for off-campus housing is a 12 month lease, students will be expected to fulfill the requirements of Lincoln University and spend two concurrent semesters on campus. Students on the waiting list will be notified when space is available for them to move on campus.

Each student living off campus, due to unavailable space, must report to the Office of Residential Life with their current address and phone number. These students will be notified by mail of their room assignment on campus for the following semester/year.

### **POLICY EXEMPTIONS**

Students who desire exemption from living on campus this policy must file a written request to the Office of Residential Life Appeals Board, c/o Vice President for Student Affairs, **303** Young Hall, Jefferson City MO 65101.

If you have questions please email <u>housing@lincolnu.edu</u> or call 573-681-5478 for assistance.

**MOVE-IN:** A "**ROOM CONDITION REPORT**" will be provided to the resident at the time of moving in. This form must be filled out and returned immediately the same day. The resident must note in writing of any defects or damages to the room, fixtures, appliances and furniture, if any. Otherwise the assigned space, will be considered to be in a clean, safe and good working condition and the resident will be responsible for defects or damages occurred during their stay.

**MOVE-OUT:** The resident must check-out with residence hall staff by appointment or using the express check-out method when transferring assigned spaces or when leaving the residence halls for break or end of contract. The resident is responsible to leave the assigned space and common areas in the same condition as when received; i.e. in a good, clean and sanitary condition, reasonable wear and tear excepted, including removing all trash and returning furniture (as applicable) to its original placement. The resident must also surrender all keys issued by the residence halls. Failure to clean or return keys will result in charges as will any damage beyond reasonable wear and tear. Failure to properly check out may result in an **Improper Check-Out** fine of at least **\$150**.

**IMPROPER CHECK-OUT:** Any resident failing to properly check out will be charged a **\$150 fine** and any applicable fees for room damages and/or lost keys. Proper check out includes the removal of all personal belongings from the resident's room. In the event this does not take place, residence hall staff will inventory, pack and donate to charity or dispose of the resident's belongings.

**UTILITIES:** Residents are not allowed to terminate, change, add or alter the utilities or utility providers for any assigned space in any residence hall or university owned/managed off campus property without the express written approval of the Director of Residential Life or designated representative. Residents are also not allowed to affix or have affixed satellite dishes, antenna, or similar devices to the property or grounds surrounding of any residence hall or university owned/managed off campus property.

**FURNITURE AND APPLICABLE APPLIANCES:** Residents assume full responsibility for items furnished by the University in the assigned spaces. Furniture, appliances, and other items must be returned to the university in as good condition as when received. The resident is responsible for returning all furniture to its original position before leaving. Furniture and other items cannot be removed from the assigned spaces without our written consent. No furniture is to be placed outside of the rooms in any hallways, pathways, walkways, lounges, or areas outside the buildings. Removing any furniture, appliances, or other such items belonging in the assigned spaces will result sanctions such as a **\$50 fine** and/or referral to Student Judicial. Residents are responsible for any damages or cleaning charges and must respect any furniture, appliances, or other university items. Residents will be held accountable for the costs of repair or replacement, as determined by the University. Furniture, appliances, and other items that are within common areas of the building or assigned spaces may similarly not be removed or moved by the residents. If such items that belong in common rooms or lounges are found in a resident space, a **\$50 fine** and/or referral to Student Judicial.

**MAINTENANCE:** Residents are not allowed to perform any repairs, painting, wall papering, electrical changes, or other alterations. Residents cannot change or add any lock without prior written consent from the Office of Residential Life.

Residents must report any issues to the Residential Staff so that a work request may be submitted and University vendors may make repairs. Failure to notify

staff of needed repairs that result in further damages to the residence hall, may result in sanctions including but not limited to the resident being held responsible for costs. Residents must report potential or suspected mildew, mold, HVAC issues, plumbing problems, signs of water leaks, or water infiltration. The University will respond in accordance with state law to repair or remedy the situation as necessary.

The University reserves the right to, with or without notice, temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. The University will not be liable for any inconvenience, discomfort, disruptions or interference when making repairs, alterations or improvements. If the resident requests any repairs, they will be done during usual working hours.

**SAFETY**: Residents are expected to exercise due care for themselves, their property, and others. Full cooperation with LUPD, university staff, and residential life staff is expected from all residents in matters of security and safety. Actions that compromises the security or safety of residents or residential areas will be handled through student conduct.

Residents are expected to carry University Student ID or another form of photo identification from a government institution while on campus. Residents are not allowed to give this identification to another individual with the purposes of providing access to dining facilities or residence halls. Additionally residents are not allowed to provide their keys, access cards, or access codes to other individuals; even if family members, friends, legal guardians, or other such individuals.

Residents are also not allowed to tamper with or make inoperable any security, smoke alarm, or fire system. Residents are not allowed to prop open entrance doors to the building, locked areas of the residence halls, or their own residence rooms in order to allow others entry to restricted areas or other areas without escort.

**ROOM ENTRY**: Lincoln University reserves the right to enter all areas of the campus and residence halls, including resident rooms if there is reason to believe that a health or safety emergency exits. Maintenance, property inventory and inspection, safety and sanitation inspections will occur on a regular basis. Every possible effort will be made to conduct such inspections while the assigned student is present. At that time, the student will be fully appraised of their rights and the purpose of the inspection.

**SURVEILLANCE:** At various locations, there are alarm monitoring and video cameras in place. These are not in place to stop an even in progress. Disruption or blocking of these surveillance is prohibited. Only University staff, authorized security personnel, and LUPD will have rights to access or view this surveillance.

**PHOTOGRAPHS**: Lincoln University reserves the right to use any photograph or image including video or video stills taken in any public spaces, grounds, offices, or sponsored event by or at Lincoln University. We have the irrevocable and unrestricted right and permission to copyright and to use, re-use, publish and republish these photos, videos, or stills in which you may be included or visible without restriction as to changes or alterations. Residents waive any right to inspect or approve of the finished product in this regard.

# COMMUNITY RULES

CL1. **IMPLIED CONSENT:** All residents in an apartment/room/lounge/area will be held responsible of their behavior/objects in that apartment, room, lounge or area. In addition, any resident in the presence of a policy violation, can be held responsible, even if that resident is not specifically observed participating in or in possession of an inappropriate item/object. This is called implied consent. Residents that are witnessing inappropriate behavior or housing violations are expected to leave that area and report the situation immediately to housing staff.

CL2. **CHRONIC MISBEHAVIOR:** Residents who establish an unacceptable patter of misconduct and is frequently in trouble, even if the offenses might be minor, may be considered to have chronic misbehavior. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Upon the Universities discretion, such a pattern of behavior may result in an eviction.

CL3. **GUESTS:** Residents are responsible for their visitors/guests behavior and will be ultimately held accountable for their compliance with all of the Community Living policies as well as applicable rules and regulations. If a resident allow someone access to our community (all areas of the residence halls including stairwells, lounges, lobbies, elevators, common areas, or assigned spaces), they are considered that resident's guest. Guests/Visitors are to be escorted at all times by the resident and may not stay alone in any area of the residence hall without the resident present. **Visitors/guests must be in good standing with the University** and local authorities to be allowed to visit. Individuals that have been asked to leave residence halls due to withdrawal or deregistration, individuals on suspension or probation, individuals expelled or previously evicted, or students currently being adjudicated by Student Judicial are not allowed to be guests of visitors of others in residence halls.

CL4. **VISITATION:** The University reserves the right to revoke or change visitation rules in all or any residence hall where there is concerns of behavior deemed detrimental to the health, safety, welfare, privacy and/or security of residents and damage to the residence halls. The University similarly reserves the right to revoke or change visitation rules for individuals or ban individuals from the residence halls when deemed necessary. Some residence halls, such as the freshmen hall and freshmen overflow hall, may have visitations policies posted and enforced that change from the following information:

- There are no overnight visitations in the residence halls.
- There are no visitation during move-ins, move-outs, breaks, midterms and final exams.
- Visitations do not start until the third Monday after the residence halls open each semester.

# Designated Visitation Hours: Sundays to Thurs

Sundays to Thursday 5pm to 11pm

5pm to 11ph

- Fridays and Saturdays
- Resident may choose to limit visitations in their own room. This can be done with a "Roommate Agreement" filled out by involved parties.
- Resident hall committees and/or councils, with the approval of the Office of Residential Life, may elect to reduce or eliminate visitation.
- If a residence hall desk is closed, there is no visitation allowed at that time unless a residential staff member is contacted and agrees to process the visitation.

#### Visitors:

- Must meet their host at the front desks or outside the residence halls.
- Must be able to provide Lincoln University ID or government issues photo identification such as a drivers' license or passport. This id will be taken during the hours of visitation.
- Must remain with their hosts and be escorted at all times by the host including to gender appropriate restrooms.
- Must be signed out by 11pm or 1am depending upon the visitation schedule.
- IDs will be returned once the visitor has been signed out in the "VISITATION LOG".

#### Hosts:

- Must be a resident of the resident hall the visitor wishes to enter.
- Are limited to **ONE (1)** guest at a time.
- Must meet their visitor either at the front desk or outside of the residence halls.
- Must remain in the presence of their guest at all times. Unescorted visitors will be required to leave immediately.

CL5. **COHABITATION:** Cohabitation is not permitted in residence halls. Cohabitation is defined as an unassigned individual physically residing in a resident's room on a permanent or semi-permanent basis. Residents that allow individuals access to live in the residence halls without a contract or permission from the Office of Residential Life may be subject to eviction, charges for the used space. Unauthorized individuals found cohabitating may be subject to prosecution and trespassing charges.

CL6. **FIREARMS/WEAPONS:** Possession, use of, and/or having as decoration any form of weapon is prohibited in the residence halls. Weapons include but are not limited to firearms, BB guns, paint ball guns, air guns, potato guns and items of a similar nature, incendiary devices, dangerous chemicals, explosives, bows and arrows, sling shots, knives, martial arts weapons, or any other object that can be construed as a weapon with potential danger or harm to persons and property. Toys wich resemble weapons are also prohibited in and around residence halls including squirt guns or fake knives.

CL7. **ALCOHOL:** Possession, distribution and/or consumption of alcoholic beverages is not allowed within or around the residence halls whether in public

or private areas. Alcoholic containers are not allowed; even as decoration in the residence halls. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable even if the alcohol was consumed off campus. Alcohol distributed to minors will involve LUPD and possible charges of `contributing to the delinquency of a minor' and/or `minor in possession charges'.

CL8. **DRUGS AND ILLEGAL SUBSTANCES:** Possession, distribution, manufacturing, and/or consumption of drugs and/or illegal substances, including marijuana, is strictly prohibited. This includes possession of any drug paraphernalia (whether used or for decoration purposes) and/or any item used to facilitate the illegal use, manufacturing, or distribution. The University may confiscate and retain for evidence any such drugs found in possession of a student or in his/her apartment. Special items, including medical and religious related items, are not allowed and will be removed by staff if found. Hookahs are specifically prohibited. Prescription medication shall be considered an illegal drug if found not to be prescribed to the residents in possession of it. The possession, distribution, manufacturing, and/or consumption of counterfeit drugs is also included in this violation.

CL9. **SMOKING:** Smoking is prohibited in all residence halls, including all breezeways, patios, and walkways and within 15 feet of any exterior door or window. Smoking includes the use of vaping products, pipes, cigarettes, cigars, bongs, and any other item that may be used for the purposes smoking tobacco, marijuana, and alternate plant materials. Signs of smoking in units may result in a **\$150 fine**. Continued smoking violations may increase the fine as well as add the cost to paint the room and clean carpets.

CL10. **HAZING:** All forms of hazing is prohibited in and around the residence halls. Residents may not knowingly engage in hazing either as a perpetrator or a recipient. Residents may not encourage, aid, or assist anyone in the act of hazing. Residents are obligated to report hazing to residential staff. A description of the elements of hazing may be found in the Student Handbook and Code of Student Conduct.

CL11. **HARRASSMENT AND ABUSE:** Residents are to treat all neighbors, room/suite mates, visitors, staff, maintenance staff, custodial staff, university officials, and others with courtesy and respect. Verbal abuse will not be allowed including searing, name-calling or any language offensive or demeaning to another person. Assault and physical violence of any type will not be tolerated. Activities or behavior that is sexual in nature, is unwelcome, and denies or limits a person's ability to participate in or benefit from a program or event is not allowed in the residents halls. Residents are expected to report harassment or abuse to residential staff or the Title IX office.

CL12. **HORSEPLAY:** Resident are prohibited from activities that include, but are not limited to water guns, water balloons, water fights, mud fights, snowball fights, roughhousing, mock fights, and other activities that might damage persons or property or escalate to situations of actual fighting. Running within the residence halls, screaming, or other boisterous conduct is also not

permitted. The riding of bicycles, skateboards, roller blades, scooters, and other such items are also prohibited.

Sports activities such as playing ball inside the residence halls is also prohibited and considered horseplay due to possible injury and damages.

CL13. **PRANKS:** Pranking or playing a practical joke on another person is considered a form of harassment and can lead to injury, inappropriate behavior and acts of retaliation that can be detrimental to the community. This being the case, any type of pranking is prohibited in the residence halls.

CL14. **STEALING:** Stealing or attempted stealing, unauthorized possession, misuse or wrongful appropriation, vandalism or malicious destruction, or sale of property belonging to the University, an organization, or a member of the university community (student, faculty, staff and/or visitor) is prohibited. LUPD will become involved and criminal charges may be adjudicated.

CL15. **GAMBLING:** All forms of gambling in which money or items of value are exchanged are prohibited within or around the residence halls.

CL16. **BARBECUE GRILLS:** Personal barbecue grills are not allowed in the residence halls or surrounding areas. Similarly items such as charcoal, briquettes, and flammable fluids are not allowed in residence halls.

CL17. **OPEN FLAMES AND FLAMMABLES:** Incense burners, candles, illumination devices, lanterns, grills, smoking, and other items/behaviors that require an open flam are prohibited in the residence halls. Flammable liquids may not be brought into, used, or stored in the residence halls. This includes, but is not limited to flammable oils, gasoline, kerosene, naphtha, benzene, butane, compressed gasses in canisters, explosives other material deemed hazardous. Fireworks are also prohibited.

CL18. **WARMERS AND BURNERS:** Cooking devices such as burners, George Forman Grills, toaster ovens, and hot plates are not allowed in the apartments/rooms of the residence halls. Residents are required to perform such cooking in the communal kitchens of the residents halls. Microwaves and mini-fridges are allowed.

CL19. **ELECTRICAL:** Residents may not have halogen lamps, octopus lighting, overloaded outlets, or extension cords. Residents may have approved multiplug power strips with a reset button and UL-approved. All cords, plugs, or octopus outlets are not allowed and will be immediately confiscated. Space heaters, electric fireplaces and similar devices are not allowed as well.

CL20. **SPRINKLERS:** Residents are prohibited from touching, hitting, or hanging any items from the sprinkler heads. This may cause the sprinkler system to deploy and residents will be fully responsible for all damages if this occurs whether accidental or intentional. Residents are required to inform residential staff of sprinkler heads that may appear to be leaking or bent.

CL21. **SMOKE DETECTORS:** Residents will be fined **\$100 each** for every smoke detector in their apartment/room that is tampered with, made inoperable, had the battery taken out, have a bag or dryer sheets placed on it, removed, or is otherwise kept from functioning properly. Repeated offences may result in higher fines or sanctions such as eviction. Residents are expected to report any malfunctioning or dead battery immediately to the residential staff.

CL22. **SURVEILLANCE:** At various locations, there are alarm monitoring and video cameras in place. These are not in place to stop an even in progress. Disruption or blocking of these surveillance is prohibited. Equipment is mechanical and requires humans so it may not always be available or working. Residents should not rely on these systems but take caution to exercise caution for their own safety. Only University staff, authorized security personnel, and LUPD will have rights to access or view this surveillance.

CL23. **FIRE ALARMS** – Residence halls have installed fire alarms in the building. Residents and any visitors/guests are required to immediately leave the building (this includes real alarms, false alarms, and fire drills) when the system sounds. Residents must evacuate to a designated spot away from the building and await instructions from residential staff. Residents may not reenter the residence hall until authorized by the residential staff or fire department; even if the alarm is no longer sounding. Failure to leave may have sanctions such as a fine. EXCEPTION: Residents are not required to leave if there is a test of the fire alarm system and we have notified residents in advance of the test.

CL24. **FALSE ALARMS:** Residents that knowingly cause a false alarm may be subject to fines and criminal prosecution. If the fire department or police department fines the University for repeated false alarms, the charges will be passed on to the resident(s) responsible. Residents may not tamper with any component of the building life safety equipment. Residents that do may be subject to eviction, criminal prosecution, and any charges for damages to the residence halls.

CL25. **ELEVATORS:** Tampering with elevators, including falsely sounding the alarm bell, misuse of emergency phones, forcing the doors or otherwise hindering or threatening elevator operation is extremely dangerous and prohibited. Any persons engaging in such activity will be treated accordingly and could be subject to prosecutions and or eviction.

CL26. **INSURANCE:** The University is not responsible for acquiring and maintaining insurance that covers the residents' personal property or self. The University is not liable to residents or any guests for any damage, injury, or loss to person or property. **Residents are encouraged to obtain their own insurance or seek coverage**, if applicable, under a legal guardians' insurance.

CL27. **ILLNESS:** As residence hall have a great number of individuals living together in close proximity and using the same amenities, it is very important to report to the resident direct and Student Health Service all cases of illness

or accident. A resident leaving the residence hall for treatment at the Student Health Services Center should report to the resident director or staff assistant if possible. A resident with a contagious condition may be moved temporarily to a quarantined room, or be asked to leave campus until the contagious period has ended.

CL28. **HOVERBOARDS:** Hoverboards are not allowed in residence halls due to safety concerns with the product.

CL29. **Bicycles:** Bicycles are not permitted inside the resident halls per fire code regulations. Similarly any electrical or motorized bicycle, scooter, or other vehicle is not allowed within the residence halls.

CL30. **FALSE OR WITHHELD INFORMATION:** In matters of safety, residents are expected to provide to residential staff, LUPD, the Office of Residential Life, Student Judicial, and other University staff correct and complete information. Knowingly providing false information or withholding information is prohibited. This includes falsely reporting a fire, bomb threat, or other emergency.

CL31. **IDENTIFICATION:** Residents are expected to carry their University ID with them at all times, including in the residence hall. Residents must provide the identification to a university official, faculty or staff, or LUPD officer when asked. Residents must report lost or stolen IDs immediately and ensure a replacement is obtained.

CL32. **DECORATIONS:** Residents are encouraged to make their residence halls feel more like home and may bring in decorations or extra furniture to do so. However, there are restrictions on decorations to help comply with fire codes, prevent damage to the residence halls, and to comply with safety regulations:

- Residents may not deface walls with writing, painting, nails, screws, tacky putty, or glue.
- Residents may not use stickers or decorations with adhesive backs such as glowing star decorations.
- Residents may not use decorations that use tape or adhesive not meant to be removed. Residents are encouraged to use 3M tape damage-free command tape or 3M hooks to hang posters or pictures.
- Residents may use tacks or push pins but not in an excessive amount or on upon doors, cabinets, or furniture.
- Residents may not cover windows with aluminum foil, flags, decorative window film, stickers, plastic, or other items such as for decoration or insulation. Residents may not hang, stick, or erect anything in, on, or about any windows if it can been seen from the outside. The blinds provided should be the only think visible on the outside of windows.
- Residents may hang additional curtains or window treatments with tension rods that can be removed without damage.
- Residents may not erect awning, window guards, planters, or antenna.
- Residents may not decorate with live Christmas or Holiday trees.
- Residents may not decorate with carved or uncarved pumpkins, gourds, or other plants that may rot and attract insects or

CL33. **HEALTH AND SAFETY INSPECTIONS:** Resident apartments/rooms will be inspected during each break and periodically during the year. These inspections are conducted to ensure that maintenance, safety, sanitation and property control requirements are being followed. Items prohibited by law or University policy bay be confiscated and the resident(s) will be subject to disciplinary action.

CL34. **CLEANLINESS:** Resident must maintain the apartment in a clean, orderly, and sanitary condition at all times. Unclean conditions may create an unhealthy environment and attract rodents or insects.

- Resident must have food not currently being consumed or cooked in sealed containers. Sinks may not have standing water or dirty dishes at any time other than when currently cleaning said dishes.
- Trash must be in tightly closed plastic bags and deposited in either the trash rooms or dumpsters provided. Trash inside the apartments/rooms must be in trash cans or tightly closed plastic bags. Excessive amounts of trash are not allowed.
- The bedrooms and common areas must be kept in generally clean condition with hard surfaces wiped down; floors swept, mopped, or vacuumed as applicable, and clothing and other items picked up off the floor.
- Pathways to the exits and windows may not be blocked or have excessive amounts of trash, clothing, linen, or other items that can prevent a quick exit in case of an evacuation.
- Appliances, if applicable, must be kept in a sanitary condition.

CL35. **ROOM INSPECTIONS:** Maintenance, property inventory, safety and sanitation inspections will be held monthly designated residential staff. Every possible effort will be made to conduct such inspections while the assigned resident is present. At that time, the resident will be fully apprised of his/her rights and of the purpose of the inspection.

Unannounced safety inspections will be conducted at the direction of the Director of Residential Life with the assistance of LUPD and residence hall staff. Any banned or prohibited item(s) found in a resident's room (e.g. candles, incense, extension cords, food preparation appliances other than the microwave, cigarettes, alcohol, drugs and/or drug paraphernalia, and any item that meets the definition of a weapon) are subject to university and/or legal sanctions. Fines may also be assessed for violation of the housing rules and regulations (e.g. tampering with a smoke detector, etc.). Charges may be filed against a resident by the LUPD when they are in violation of the law.

Off-campus authorities may not gain room entrance to search a student's room without a search warrant (executed by a magistrate court judge) except in the case of "hot pursuit" by any law enforcement agency. U.S. Treasury Department agents and FBI agents are the only exception to the above requirements for a valid search warrant (federal law).

CL36. **SOLICITATION:** Solicitation and the selling of items by residents, organizations, or non-residents without prior written permission from the Office of Residential Life is prohibited within the residence halls. This includes running a business or store in which good or services are exchanged for money, goods, or services. Going door to door, posting flyers or other items without university permission, and distributing pamphlets or other materials is considered solicitation as well.

CL37. **MAIL:** Resident mail is delivered to first to the Mail Room located at 120 Schweich Hall. Letter are then distributed to residence halls and placed in mailboxes. Packages for residents may be picked up during the non-holiday weekdays by going to the Mail Room with your Student ID. Residents are responsible for making sure all mail is addressed correctly and information updated upon leaving or changing room assignments. The University is not responsible for any returned or damaged mail.

CL38. **POSTINGS IN RESIDENCE HALLS:** No resident, organization, university entity, non-resident, or other entities or individuals may post flyers, advertisements, or other items without the express permission of the Office of Residential Life. In order to be approved to post items in the residence halls the following guidelines must be adhered to:

- All materials posted must be approved by the Director of Residential Life or the authorized designee.
- The materials must be stamped or initialed by the Director of Residential Life or the authorized designee.
- The materials will be posted in approved areas by the residential staff themselves.
- The number of materials may be limited in number based upon the size of the residence halls.
- Posters must utilize appropriate 3M adhesive products such as masking tape or blue painters tape. Duct, Scotch, electrical or packing tape and putty tack are prohibited. This adhesive material must be provided.
- Postings are not allowed on outside doors or windows.
- No materials may be suspended from, attached to, or draped from the ceiling.
- Materials promoting or displaying any tobacco, alcohol, or manufacturers of such items, illegal drugs or use offensive language or pornographic images will not be posted.
- Materials posted without permission will be taken down.
- Materials posted will remain up for no more than two weeks.

CL39. **FAILURE TO COMPLY:** Residents must comply with all written and verbal requests and instructions from residential staff and University officials.

CL40. **LOITERING:** No one shall be permitted to loiter in any of the common areas or parking lots outside of the residence halls.

CL41. **PETS:** There is a strict no pet policy in the Residence Halls. Service animals are not pets and have their own requirements and regulations. Contact the Office of Residential Life for more information.

CL42. **SERVICE ANIMALS:** Service animals and Emotional Support Animals may be allowed with some restrictions. All animals must be registered and approved by Student Health Services and Office of Residential Life **before** the animal is brought. The University reserves the right to place size and species restrictions on animals as well as ban any that cause a <u>Health or Safety concern</u>. Similarly the University reserves the right to ban animals <u>displaying destructive behavior</u>, illness, disruptive behaviors, noise violations, or unclean conditions. The university will not charge an extra deposit for Service or Support animals but may require additional cleaning or damage costs if the residence halls are damaged by the animal. Contact the Office of Residential Life for more information.

CL43. **MINOR CHILDREN:** Residence halls are learning environments and any children of visitors/guests must be supervised by an adult at all times.

CL44. **MARRIED STUDENTS:** The University does not have facilities for married students and/or families.

CL45. **VANDALISM:** Participation in activities that causes damage to public or private property is prohibited. Residents can be held responsible for any replacement cost, cleaning fee, and/or repair costs as designated by the University. Vandalism incudes, but is not limited to, graffiti, tampering with fire equipment, destruction of property, misuse of equipment, and other activities that purposefully cause the need for cleaning or repairs.

CL46. **WINDOWS AND SAFETY:** Residents are prohibited from removing window screens and dropping or hanging items out of windows. Residents may not walk on or place any item on ledges of sunshades. Residents may not tamper with or remove security features that prevent windows from opening all the way.

CL47. **NOISE:** Residents must be respectful of the rights of others and help maintain an environment conductive to learning within the residence halls. High volume sounds from televisions, gaming systems, home and car stereos, tape decks, computers, and musical instruments are prohibited. If another person can hear the resident's stereo, voices, or any other form of sound from outside the assigned space, door, window, or through the walls/floor/ceilings, then the resident is infringing on the rights of others. Headphones are strongly encouraged. Repeat offence may result in the student being required to remove the equipment of instrument permanently from the residence halls.

CL48. **COURTESY HOURS:** Residence halls have 24 courtesy hours including breaks, non-class days, and other university closures. Courtesy hours can be defined as conditions under which noise will not be disruptive or disturbing to

either students or staff. If asked to discontinue a noise by fellow residents or residential staff, the resident must comply.

CL49. **QUIET HOURS:** Quest hours are hours are defined as conditions under which virtually no controllable noise is discernible from an individual, a residence hall room, study lounge or living corridor. Quiet hours exist within each residence hall as follows:

- Weekdays 8:00 p.m. 10:00 a.m. (Sunday through Thursday)
- Weekends 10:00 p.m. 10:00 a.m. (Friday through Saturday)
- During the semester final exam period, 24- hour quiet hours begin at 12:00 midnight on the Friday preceding the exam week and remain in effect until the close of the semester.
- On long vacation weekends (e.g., a Monday holiday), the weekend hours will be in effect until the night before classes begin.
- Weekday quiet hours do not change for mid-week holidays (e.g., Veteran's Day) or during break housing periods.

Failure to abide by established quiet hours will result in disciplinary action being taken.

CL50. **ROOMMATE AND NEIGHBOR COUNSELING:** Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The complaining resident discusses the problem with residential staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among apartment/neighbors and residential staff. A roommate/neighbor contract may be formulated to help negotiate a compromise and a "Roommate Agreement" may be required to be filled out by involved parties.
- C. Residential staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along is not grounds for lease termination.

Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a **\$50.00 transfer fee** to change apartment/rooms, if apartment availability allows. Residents will also owe any difference in room prices due to the transfer.

In order to encourage roommates and neighbors to get along, there is a <u>room</u> <u>change freeze</u> for the first **30 days** of each academic semester as well as the summer term.

CL51. **COMMUNAL KITCHENS:** Residents are responsible for the cleaning and proper use of the communal kitchens in the residence halls that have them. These areas are a privilege and the use of them may be revoked or altered by residential life staff as deemed necessary. Residents must immediately clean up after each use, not leave appliances in use unattended, not use the equipment for anything other than cooking food, not leave burners on, and whenever possible try to prevent the burning of food. Residents that do not follow the expected guidelines for proper use of the kitchens may be subject to a **\$100 fine** and/or loss of privileges.

CL52. **COMMUNAL LOUNGES AND STUDY ROOMS:** Lounges and study rooms are provided and maintained for the mutual use and enjoyment of residents. Lounges and Study rooms may not be reserved without the permission of the resident director or Director of Residential Life. Events held specifically by residents must be approved by the resident director and these events must adhere to all rules and regulations. Neither money nor items of value may be exchanged or collected for participation of these events. The University reserved the right to shut down such events for any reason deemed necessary and at the discretion of the residential staff.

Individuals responsible for causing damages in these areas and other areas of the residence halls will be assessed repair or replacement charges. If specific individuals cannot be identified for damages, the University may choose to assess charges of all residents of the wing, floor, or building that would be deemed responsible.

CL53. **NOTICES:** Residents will receive notices about policy changes, rules and regulations, residence hall procedures, and other items in a number of ways. This will include flyers, bulletin boards, door postings, letters left in assigned bed spaces, and to the Lincoln University e-mail account. It is the resident's responsibility to read and adhere to these notices and to check the email account daily. Failure to read the notices, does not relieve the resident of the obligation to comply with notices. Residents may ask for clarification of notices from residential staff as well as the Office of Residential Life.

CL54. **KEYS:** Room and entrance keys may not be transferred or duplicated. Residents are responsible for returning all keys upon termination of contract. Room keys that are not returned, or that have been reported lost or stolen, constitute a security risk and will automatically result in a lock being rekeyed. Lock rekeying will be completed at the student's expense. During the Winter Break, all keys must be turned in at the front desk of your respective hall. Any keys not returned will result in a charge being placed on the student's account of not less than **\$75.00 per key**. If a lock change is deemed necessary, the resident or residents responsible will be charged an addition **\$50** for the core change.

CL55. **TRESSPASS:** Resident may not access or make use of any area of the residence halls that have not been assigned to them and are not considered common areas of an apartment or room. Similarly, residents may not use the

empty apartment, room, bed, closet, dresser, desk, etc... that is currently empty awaiting placement of a student. Furthermore, **resident may not provide to another individual their own keys, access card, or access codes** to any area of the residence halls.

CL56. **ROOM ASSIGNMENTS:** Residents may only occupy bed space assigned to them. Residents are not allowed to change assignments on their own. A change in room assignment is made only through re-assignment by the appropriate resident director, as approved by the Director of Residential Life. A **"ROOM CHANGE REQUEST FORM"** is available from the resident director or Office of Residential Life. Requested room changes may result in an increase or decrease of room charges depending upon approval. The University also reserves the right to change the room assignment and require the student to move to other accommodations when it is deemed necessary, in which case, the student's account shall be credited or charged with any difference in room rates.

CL57. **MOVE-IN:** A **"ROOM CONDITION REPORT"** will be provided to the resident at the time of moving in. This form must be filled out and returned immediately the same day. The resident must note in writing of any defects or damages to the room, fixtures, appliances and furniture, if any. Otherwise the assigned space, will be considered to be in a clean, safe and good working condition and the resident will be responsible for defects or damages occurred during their stay.

CL58. **LATE STAY:** Residential spaces must be vacated and personal property removed within **24 hours** after the resident's last scheduled final examination /academic commitment or by 2:00 p.m. on the day the official closing date of the Residence Halls; whichever is earlier. Those residents that are attending graduation or other official university function may apply for a late check out. Residents may fill out a **"Late Stay Request Form"** with the Office of Residence Hall. There may be a fee associated with any approved official late stay request. Failure to apply for a late stay may designate the resident as a HOLDOVER.

CL59. **BREAK PERIODS:** Residents may apply to stay in the Residence Halls during Fall (Thanksgiving), Winter, or Spring Breaks with a **"Break Stay Application Form"** from the Office of Residential Life at least one week before the official break closing period. There may be a fee associated with any approved break stay request. Failure to apply for a break stay may designate the resident as a HOLDOVER.

CL60. **HOLDOVER:** Unauthorized occupancy after the Residence Halls have closed is subject to sanctions including but not limited to a daily rate charge of at least \$100 per day, an Improper Check-Out fine, referral to Student Judicial and/or LUPD. The University reserves the right to take back possession of the assigned space and may change locks and/or move possessions to storage for the resident to collect before disposal after thirty (30) days.

CL61. **CONSOLODATION:** University Housing has the right to maximize the occupancy of its residence halls in order to make efficient use of the facilities. As such, it may be necessary to consolidate vacancies. Residents without roommates, for whatever reason, may be given the option to designate their room a private, at an additional pro-rated cost, or be placed in a room with other residents needing to consolidate. It is important that the resident retaining their space be courteous and helpful as they welcome their new roommate. The university reserves the right to continue booking residents throughout the year.

CL62. **SUMMER ACCOMMODATION:** Not all residence halls or university owned/managed off campus housing may be open during the academic year. Likewise, some residence halls will be shut down for summer or turns. The university reserved the right to change or alter resident assignment or request a residence hall change to accommodate a turn of an entire building.

CL63. **MOVE-OUT:** The resident must check-out with residence hall staff by appointment or using the express check-out method when transferring assigned spaces or when leaving the residence halls for break or end of contract. The resident is responsible to leave the assigned space and common areas in the same condition as when received; i.e. in a good, clean and sanitary condition, reasonable wear and tear excepted, including removing all trash and returning furniture (as applicable) to its original placement. The resident must also surrender all keys issued by the residence halls. Failure to clean or return keys will result in charges as will any damage beyond reasonable wear and tear. Failure to properly check out may result in an **Improper Check-Out** fine of at least **\$150**.

CL64. **IMPROPER CHECK-OUT:** Any resident failing to properly check out will be charged a **\$150 fine** and any applicable fees for room damages and/or lost keys. Proper check out includes the removal of all personal belongings from the resident's room. In the event this does not take place, residence hall staff will inventory, pack and donate to charity or dispose of the resident's belongings. An addition charge of **\$50 per large item** such as a mini-fridge or non-university furniture will be placed on the student account. If items are left on property, any items left beyond **24-hour** time period will be considered trash or abandoned.

CL65. **UTILITIES:** Residents are not allowed to terminate, change, add or alter the utilities or utility providers for any assigned space in any residence hall or university owned/managed off campus property without the express written approval of the Director of Residential Life or designated representative. Residents are also not allowed to affix or have affixed satellite dishes, antenna, or similar devices to the property or grounds surrounding of any residence hall or university owned/managed off campus property.

CL66. **FURNITURE AND APPLICABLE APPLIANCES:** Residents assume full responsibility for items furnished by the University in the assigned spaces. Furniture, appliances, and other items must be returned to the university in as good condition

as when received. The resident is responsible for returning all furniture to its original position before leaving. Furniture and other items cannot be removed from the assigned spaces without our written consent. No furniture is to be placed outside of the rooms in any hallways, pathways, walkways, lounges, or areas outside the buildings. Removing any furniture, appliances, or other such items belonging in the assigned spaces will result sanctions such as a **\$50 fine** and/or referral to Student Judicial. Residents are responsible for any damages or cleaning charges and must respect any furniture, appliances, or other university items. Residents will be held accountable for the costs of repair or replacement, as determined by the University. Furniture, appliances, and other items that are within common areas of the building or assigned spaces may similarly not be removed or moved by the residents. If such items that belong in common rooms or lounges are found in a resident space, a **\$50 fine** and/or referral to Student Judicial.

CL67. **MAINTENANCE:** Residents are not allowed to perform any repairs, painting, wall papering, electrical changes, or other alterations. Residents cannot change or add any lock without prior written consent from the Office of Residential Life.

Residents must report any issues to the Residential Staff so that a work request may be submitted and University vendors may make repairs. Failure to notify staff of needed repairs that result in further damages to the residence hall, may result in sanctions including but not limited to the resident being held responsible for costs. Residents must report potential or suspected mildew, mold, HVAC issues, plumbing problems, signs of water leaks, or water infiltration. The University will respond in accordance with state law to repair or remedy the situation as necessary.

The University reserves the right to, with or without notice, temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. The University will not be liable for any inconvenience, discomfort, disruptions or interference when making repairs, alterations or improvements. If the resident requests any repairs, they will be done during usual working hours.

CL68. **NETWORK USE POLICY:** Residents are provided use of the internet within the residence halls. Residents take full responsibility on how they choose to use this internet. However some restrictions will be applied:

- Network resources shall not be used for any illegal or criminal purpose.
- No computer system is to be used as a staging ground to crack other systems.
- Use of invasive software, such as "worms" and "viruses" destructive to computer systems, is unethical and illegal
- Unauthorized attempts to gain root access or access to any account not belonging to the user are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any system is obliged to report it to the system administrators.
- Unauthorized access to use, read, of change contents of files not belonging to the resident.
- Sending obscene or abusive messages, cyber bullying, and misuse of

one's own account are also provided.

- Password sharing and use of another's account is likewise prohibited.
- Gratuitous consumption of system resources (disk space, CPU time, bandwidth, etc...) will not be tolerated.

The University is not responsible for unofficial uses of computer resources. In particular, e-mail and personal Web pages often express private opinions that do not reflect the University's positions.

CL69. **TERMINATION:** Students may only stay in the residence halls and continue to live in residence halls if they are enrolled and attending classes. **A student may not live on campus if they are not enrolled in classes for any reason.** The University reserves the right to terminate housing upon action by the Vice President for Student Affairs or authorized designee for behavior including but not limited to an unwillingness or inability to abide by the terms and conditions of the housing contract, unwillingness or inability to make payments per the established deadline dates, <u>failure to maintain enrollment in the university</u>, and/or engagement in behavior deemed detrimental to the health, safety, welfare, and/or security of self or other residents. The University reserves the right to terminate housing when the resident has been <u>suspended</u> or <u>dismissed</u> or if a resident fails to <u>maintain full time status</u>, has been **deregistered** for any reason, or has **withdrawn from classes**.

CL70. **RESTRICTED ITEMS:** Residents should not bring the following items to residence halls:

- Personal Routers (they will interfere with our own wireless).
- Decorations that are flammable or combustible.
- Extension cords or power strips without a reset switch.
- Hot Plates, Toasters, Toaster Ovens, Electronic Skillets.
- Space heaters, ceramic heaters, electric fireplaces, etc.
- Other cooking appliances (i.e. George foreman grills, pizza ovens, open coiled appliances, burners).
- Grills, Charcoal, Camping Stoves, Lighter Fluid, Flammables, and Compressed Gases.
- Equipment, furniture, décor that block exits or will not fit into the room with our furnishings.
- Candles, Candle Warmers, Incense, Incense Burners.
- Halogen Lights, Octopus Lights, Lava Lamps, Oil Lamps, and non-UL approved items.
- Decorations that may contain obscenities or be deemed offensive.
- Decorations that may cause damage to walls, furniture, doors, woodwork.
- Pets, Hoverboards, Alcoholic Beverages or Containers.
- Illegal Drugs or Paraphernalia.
- Dart boards that have metal tipped points, weapons, and items that may be mistaken for weapons.
- Road signs, License Plates, Emergency Lights, Road Cones and other such items without proof of ownership.
- Fog and smoke machines, waterbeds, water pillows, and masonry or concrete cinder blocks.
- Any other items listed in the student Handbook or Residential Life Rules and Regulations.