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PART 1: IMPORTANT DATES AND DEADLINES: 2022 – 2023. (See <u>online calendar</u>) This section will be updated as additional dates and content are available. Residents should check back regularly.

Part 2: Room and Meal Plan Rates: 2022-2023

Please Note: Room & meal plan charges are billed on a per semester basis.

	2022- 2023 Academic Year		2023 Spring Only		2023 Summer	
Housing Options	Semester cost	4 monthly payments	Semester cost	4 monthly payments	Semester cost	3 monthly payments
University Village Apartments						
University Village	\$2,608	\$652	\$2,672	\$668	\$1,956	\$652
University Village-Upgraded	\$2,832	\$708	\$2,900	\$725		
Wildcat Village Residence Halls						
Residence Hall 1 Double	\$1,876	\$469	\$1,920	\$480		
Residence Hall 1 Single w/private bath (not available for self-select)	\$2,856	\$714	\$2,928	\$732	-	
Residence Hall 1 Super Single	\$2,924	\$731	\$3,000	\$750		•
Stewart-Wasatch Double	\$1,876	\$469	\$1,920	\$480		-
Stewart Wasatch Single	\$2,756	\$689	\$2,824	\$706		
Stewart-Wasatch Super-Single	\$2,924	\$731	\$3,000	\$750		-
Residence Hall 3 Double	\$1,756	\$445	\$1,800	\$450	-	-
Residence Hall 3 Single	\$2,580	\$645	\$2,644	\$661		-
Residence Hall 3 Super Single	\$2,664	\$666	\$3,732	\$993		-

Students living in Wildcat Village (Residence Hall 1, Stewart-Wasatch Hall, or Residence Hall 3) are **required** to select a meal plan.

Students living in University Village have the **option** to select a meal plan.

	2022 Fall Semester		2023 Spring Semester		2023 Summer	
Meal Plans Options	Semester cost	4 monthly payments	Semester cost	4 monthly payments	Dining Dollars available. See Dining Services.	
Weber Complete : 19 meals/week + \$175. Dining Dollars each semester	\$2,800	\$700	\$2,800.	\$700	-	
Weber Full: 14 Meals/week + \$175. Dining Dollars each semester	\$2,050	\$513	\$2,050	\$513	-	
Wildcat Experience: 9 Meals/week + \$625 Dining Dollars each semester	\$2,050	\$513	\$2,050	\$513	-	
Weber Experience Block: 140 meals / semester. + \$625 Dining Dollars each semester	\$2,050	\$513	\$2,050	\$513	-	
Weber Basic: 7 meals per week + \$375 Dining Dollars each semester	\$1,550	\$388	\$1,550	\$388	-	

PART 3: RELEASE AND TERMINATION FEE SCHEDULE: 2022-2023

HOUSING LICENSE AGREEMENT TERMINATION FEES ARE BASED ON THE HOUSING LICENSE AGREEMENT TERM TYPE

AND THE DATE THE REQUEST FOR RELEASE IS RECEIVED. PLEASE SEE THE INFORMATION BELOW.				
The Student has an ACADEMIC YEAR 2022-2023 Housing License Agreement:				
Request for release is received prior to May 1	No termination fee.			
Request for release is received between May 1 – May 31	Forfeit \$150 deposit			
Request for release is received between June 1 – June 30	Forfeit \$150 deposit + \$300 termination fee.			
Request for release is received between July 1 – July 31	Forfeit \$150 deposit + \$400. Termination fee.			
Request for release is received between August 1 – August 25	Forfeit \$150 deposit + \$500 termination fee.			
Request for release is received on or after August 26 Housing rent refunds are calculated at 10% per week for the first 10 weeks of the semester. No housing refunds will be issued after 10 weeks. Refund Schedule: Fall 2022 Approved release and move out by: 09/04/2022 = 90% refund 09/11/2022 = 80% refund 09/18/2022 = 70% refund 09/25/2022 = 60% refund 10/02/2022 = 50% refund 10/09/2022 = 40% refund 10/16/2022 = 30% refund 10/23/2022 = 20% refund 10/31/2022 = 10% refund 11/01/2022+ = No refund	Reason for approved release: Graduation: Verification of graduation. Release at end of academic term of graduation. Marriage: Receipt of documentation of marriage. Refund amount based on refund schedule. Military Service: Receipt of documentation. Refund amount based on refund schedule. Other approved situation: Receipt of documentation and written approval of Director of Housing and Residence Life. Refund amount based on refund schedule. Withdrawal & Non-registration: Verification of withdrawal/non-registration. Hold placed on registration for the remainder of the academic year. Refund amount based on refund schedule. Approved Transfer of Housing License Agreement: Pending completion of transfer process per Housing License Agreement. Refund amount based on refund schedule. Buy-out / All other reasons: Refund amount based on refund schedule. Termination fee = 75% of remaining Housing License Agreement term (Academic year) room charges based on assignment.			
The Student has a SPRING 2023 ONLY Housing License Agreemen	nt			
Request for release is received prior to October 1	No termination fee.			
Request for release is received between October 1 – October 31	Forfeit \$150 deposit			
Request for release is received between November 1 – November 30	Forfeit \$150 deposit + \$300 termination fee.			
Request for release is received between December 1 - 15	Forfeit \$150 deposit + \$400. Termination fee.			
Request for release is received between December 16 – January 5	Forfeit \$150 deposit + \$500 termination fee.			
Request for release is received on or after January 6	Reason for approved release:			
Housing rent refunds are calculated at 10% per week for the first 10	Graduation: Verification of graduation. Release at end of			
weeks of the semester. No housing refunds will be issued after 10	academic term of graduation.			
weeks.	Marriage: Receipt of documentation of marriage. Refund amount based on refund schedule.			
Refund Schedule Spring 2023	Military Service: Receipt of documentation. Refund amount			
Neruna Schedule Spring 2023	ivinitary Service. Neceipt of documentation, Netund amount			

based on refund schedule.

Approved release and move out by:

01/15/2023 = 90% refund

01/22/2023 = 80% refund	Other approved situation: Receipt of documentation and
01/29/2023 = 70% refund	written approval of Director of Housing and Residence Life.
02/05/2023 = 60% refund	Refund amount based on refund schedule.
02/12/2023 = 50% refund	Withdrawal & Non-registration: Verification of
02/19/2023 = 40% refund	withdrawal/non-registration. Hold placed on registration for
02/26/2023 = 30% refund	the remainder of the academic year. Refund amount based
03/05/2023 = 20% refund	on refund schedule.
03/12/2023 = 10% refund	Approved Transfer of Housing License Agreement: Pending
03/19/2023+ = No refund	completion of transfer process per Housing License
	Agreement. Refund amount based on refund schedule.
	Buy-out / All other reasons:
	Refund amount based on refund schedule. Termination Fee
	=75% of remaining Housing License Agreement term
	(Spring only) room charges based on assignment.

The Student has a **SUMMER 2023** Housing License Agreement

Request for release is received prior to April 1	No termination fee
Request for release is received between April 1 – 15	Forfeit \$150 deposit.
Request for release is received between April 16 – May 4	Forfeit \$150 deposit + \$150 termination fee.

Request for release is received on or after May 5

Housing rent refunds are calculated at 10% per week for the first 10 weeks of the semester. No housing refunds will be issued after 10 weeks.

Refund Schedule Summer 2023

Approved release and move out by:

05/14/2023 = 90% refund

05/21/2023 = 80% refund

05/28/2023 = 70% refund

06/04/2023 = 60% refund

06/11/2023 = 50% refund

06/18/2023 = 40% refund

06/25/2023 = 30% refund

07/02/2023 = 20% refund

07/09/2023 = 10% refund

07/10/2023+ = No refund

Reason for approved release:

Graduation: Verification of graduation. Release at end of academic term of graduation.

Marriage: Receipt of documentation of marriage. Refund amount based on refund schedule.

Military Service: Receipt of documentation. Refund amount based on refund schedule.

Other approved situation: Receipt of documentation and written approval of Director of Housing and Residence Life. Refund amount based on refund schedule.

Withdrawal & Non-registration: Verification of withdrawal/non-registration. Hold placed on registration for the remainder of the academic year. Refund amount based on refund schedule.

Approved Transfer of Housing License Agreement: Pending completion of transfer process per Housing License Agreement. Refund amount based on refund schedule.

Buy-out / All other reasons:

Refund amount based on refund schedule. **Termination Fee** =75% of remaining **Housing License Agreement term** (Summer only) room charges based on assignment.

Residents should review their Housing License Agreement, section 12 *Termination by Resident*, for more information about requesting release, effect of early release and acceptable reasons for requesting early release. If a resident is considering requesting early release, the resident should contact the HRL Office to discuss their situation and talk about other possible options.

PART 4: HOUSING POLICIES AND GENERAL INFORMATION

4.1 ABANDONED PROPERTY

- **4.1.a** Residents are expected to remove all personal property from the room/apartment and shared spaces as part of the check-out process. Any personal property remaining in the room or shared spaces after the residence has checked out or otherwise vacated the room will be considered abandoned and will be disposed of. The resident may be responsible for any fees associated with removing and disposing of abandoned personal property.
- **4.1.b** Housing and Residence Life (HRL) reserves the right to enter rooms/apartments and remove any personal property which creates a nuisance, is hazardous, or is otherwise prohibited by this License Agreement or Weber State University (University) policies.
- **4.1.c** The University assumes no responsibility or liability for any loss, destruction, or damage to personal property belonging to the resident or their guests. Residents are strongly encouraged to purchase renters insurance or other property insurance covering personal property.

4.2 ADVERTISING, POSTING & FLYERS

In accordance with <u>University policy</u>, all posted advertisements (banners, flyers, posters, etc.) in University housing must be approved by the HRL Office. HRL will use reasonable, viewpoint neutral guidelines when evaluating requests for posting materials in University housing facilities. Posted materials should include the date and time of the event as well as the name and contact information for the individual or organization sponsoring the event. Individuals or groups who want to post information in University housing facilities should <u>contact the HRL Office</u> to discuss posting requests. HRL staff will remove materials that have not been approved for posting or distribution in housing facilities.

4.3 AFTER-HOURS ASSISTANCE

- **4.3.a** HRL staff members maintain an on-call schedule 24 hours a day, 7 days a week. During regular business hours, residents can call or stop by the office in each Village. After-hours, there are Resident Assistants (RA) on-duty in each Village. RA on duty may be reached by calling the posted on-duty phone number. While on duty, RA's make intermittent rounds to check for things like building security, maintenance concerns, follow up with residents on administrative tasks or correspondence, post signs and notices and generally make themselves available to respond to resident needs or concerns. As an additional level of support, the RAs can contact the professional staff member on-call. The professional staff member is available to provide additional guidance, answer questions or respond in person when needed. On-duty phone numbers vary by Village. RAs on duty will reasonably respond to calls, but will prioritize emergencies and may have to respond to other calls, so their response will not always be immediate. Residents are encouraged to add the on-duty phone number to their cell phone contacts.
- **4.3.b** In emergency situations, residents are encouraged to call University Police first and call the RA on duty immediately after contacting the police. This is especially important in the case of medical or injury situations. Residents may be concerned about contacting University Police or HRL staff in the case of drug or alcohol related incidents. It is important to note that the University Police and HRL staff's first concern is the safety and wellbeing of the residents.

4.4 ALCOHOL & DRUGS

Alcohol and drug violations are subject to investigation and/or prosecution by University, local, and/or other law enforcement authorities. Possession of alcohol or drugs, or any violation of University or HRL policy while under the influence of alcohol, drugs, or intoxicants, constitutes an alcohol/drug violation. The presence of prohibited items may be construed as evidence of use, consumption, and/or trafficking, or at least an aggravating factor connected with illegal activity. NOTE: The University may elect to contact the parent or guardian of residents under the age of 21 involved in alcohol and/or drug violations.

4.4.a The University's <u>Student Code Section 6-10</u>, prohibits: Unlawful use, possession, distribution, sale, manufacture, or possession for purposes of distribution or sale of any controlled substance or illegal drug; sale, possession, manufacture, distribution, or consumption of alcoholic beverages on the University campus; unauthorized or illegal sale, possession, manufacture, distribution or consumption of alcoholic beverages at any off campus University-sponsored function or event.

- 4.4.b HRL policies further prohibit possession or storage of full or empty alcoholic beverage bottles, containers, receptacles, bongs, drinking game paraphernalia, kegs or other multi-serving containers, as well as brewing kits. These prohibitions apply equally to all residents regardless of age.
- **4.4.c** Violation of University and/or HRL alcohol and drug policies may subject residents to discipline under the Student Code. Disciplinary actions, which may include referral to the Alcohol & Substance Abuse Program (ASAP), probation, educational sanction, fines, suspension, and/or expulsion, are designed to maintain the University's integrity, protect individual rights, and help students solve personal problems. Violation of this policy by residents under the age of 21 may also result in parental notification. Being in the presence of an alcohol violation may also be considered a violation. Staff and residents are expected to report violations of University regulations occurring in housing areas to the HRL staff.
- **4.4.d** Intoxication: Being intoxicated in a University HRL facility is a policy violation if the resident is under the influence of alcohol to the degree that the resident may endanger themselves or another person; is in a public space or in a private space where the resident causes an unreasonable disturbance to other people: and including but not limited to the need for medical transport based on excessive alcohol consumption.

4.5 ANIMALS IN UNIVERSITY HOUSING

4.5.a Pets - Student residents of Wildcat and University Villages may not have pets in their rooms or in the buildings This applies to residents as well as guests. However, student residents may keep one small aquarium of fish in their room. The aquarium may not exceed 20 gallons in volume.

HRL follows the Animals on Campus policy (<u>PPM 5-50</u>). Individuals with disabilities may be accompanied by a Service Animal in housing and on campus as defined in policy.

- **4.5.b** Emotional Support Animals (ESAs)- Must be approved <u>prior</u> to being brought into any residential facility. Specific information regarding the University's policy for emotional support animals may be obtained from the <u>Disability Services</u> Office. Any Emotional Support Animals that have not been approved by the Disability Services Office and the HRL Director or their designee will be asked to be removed immediately and may incur both disciplinary and/or administrative charges. (See "Disability Accommodations" for more information)
- **4.5.c Service Animals** are not pets and in accordance with Americans with Disabilities Act (ADA) regulations are permitted in University housing facilities. Specific information regarding the University's policy for service animals may be obtained from the Disabilities Services Office. (See "Disability Accommodations" for more information)
- **4.5.d Unauthorized Animals** Owners or persons with unauthorized animals, including pets and ESAs that have not gone through the above approval process prior to entering the residence halls or University apartments, are subject to disciplinary action and/or fines.

4.6 BICYCLES

Bicycle use to and from any University campus is encouraged to relieve parking congestion, improve wellness and physical fitness, and reduce pollutant emissions. Bicycle use in the interior of University campus is regulated and controlled to protect pedestrian safety and residents. Residents are encouraged to familiarize themselves with designated bike routes, locations of bike racks and other related University bike policies.

4.6.a Bicycles left in or secured to areas other than designated bike racks may be removed and disposed of. Bicycles left secured to bike racks or other areas after the end of the academic year, or after the owner has moved out of University housing, will be considered abandoned, and will be removed and disposed of unless they are properly registered and tagged. Because of the risk to other residents or damage to facilities, residents may not ride their bicycle or other forms of micro-transportation (skateboards, inline skates, scooters, etc.) inside University buildings, including housing areas.

4.6.b Micro-transportation: (skates, rollerblades, skateboards, scooters, etc.)

University Policy 5-46, <u>Campus Walkway Safety</u> states: The operation of roller-skates, rollerblades, skateboards, motorcycles or motorized scooters on any walkway is prohibited at all times.

4.7 CLEANING

- **4.7.a Regular Cleaning** Residents are expected to maintain reasonable levels of cleanliness in their assigned living space. Disputes over cleanliness standards in the room are a common source of roommate conflicts, and inconsistent cleaning behaviors can impact the condition of the facilities. As a department, HRL's goal is to minimize the need to impose cleaning charges and to work with residents to proactively address cleaning conflicts. Residents are expected to provide their own cleaning products, but a limited supply of cleaning products and tools may be available for check out from their Village HRL office for emergency use.
- **4.7.b Resident Cleaning Responsibilities**: Keeping your assigned living area clean is a shared responsibility between all occupants of the unit. It is our expectation that cleaning duties be divided equitably between all occupants of the apartment, suite or room. We encourage roommates to work together and come to mutual agreement on who will be responsible for each task. If you are not able to come to an agreement about who will clean each item, we will apply **default cleaning assignments based on the number of occupants in the unit.** Cleaning charges are determined by the Associate Director of HRL, who oversees custodial and cleaning operations in University housing facilities. Cleaning charges are subject to change without prior notice.
- **4.7.c Cleaning and Checking out of your room**: If you and your roommates are checking out at different dates or times, please be aware Roommates are responsible for maintaining clean areas so that when the last roommate checks out, the entire unit is clean For example, Resident 1 checks out on Wednesday morning. Resident 1 was responsible for vacuuming the living room, cleaning the stovetop & drip pans and cleaning the A/B bathroom sink. Resident 2 checks out on Thursday morning. Resident 2 should make sure their assigned areas are clean but ALSO areas that were cleaned by Resident 1, will be re-checked and should still be clean when Resident 2, (3 or 4 check out.)

4.8 COMMON AREAS, LOBBIES, STUDY ROOMS, AND RECREATIONAL AREAS

- **4.8. a Common Areas** Common area furnishings are there for the enjoyment and use of all members of the residence hall or apartment community. Individual residents may not move or remove common area furnishings (i.e. couches, tables, chairs, electronic equipment, etc.). Residents found to have removed furnishings from common areas may be assessed disciplinary fines or other appropriate action. Vandalism and damages beyond normal wear and tear in common areas may result in community / group charges to all members of the floor or building when the responsible residents(s) cannot be identified. Residents should be considerate of their fellow residents by taking good care of the facility and furnishings and by reporting problems or incidents of vandalism to the staff promptly and encouraging others to do the same.
- **4.8.b** Rec Area, Laundry, Lobbies, & Outside Areas Recreation areas, laundry facilities, lobbies, and outside areas are intended for the individual and group use of the residents in that particular living area. Organizations wishing to use the common areas in the residence halls must obtain permission from the HRL Director or their designee (in most cases the supervising Area Coordinator serves as the designee). Reservations may be requested by contacting the supervising Area Coordinator through the appropriate Village office.
 - **4.8.b.i** Wildcat Village Fire Pit: The fire pit at Wildcat Village is a popular gathering spot. In order to keep the fire pit operating properly for everyone to enjoy, all residents and guests must abide by some common sense practices. The fire pit is controlled from within the HRL office at Wildcat Village and is generally set to be "on" for specified hours. Fire pit hours may vary with the seasons. Residents and their guests must not throw paper or other items into the fire pit or remove the rock from the pit. Emergency shut off controls located by the fire pit should only be used in an **emergency**. Residents and their guests must not tamper with or vandalize the fire pit.

4.9 COMMUNICATION (University email account)

It's important for residents to develop the habit of regularly checking their University email account for important updates, reminders and other official communication. HRL will send all official notifications to the resident's University email account. If a resident has multiple email accounts, and their University email account is not their primary account, the resident may check and see if they can forward their University email to their primary email account. If not, the resident should consider scheduling a reminder to regularly check their University email. The following are other recommendations to help residents make sure they have the most current information:

- Check the Residence Housing portal daily for important information and updates!
- Ask questions! If residents have a question, concerns or don't understand something about their housing arrangements, etc., residents should bring it to HRL's attention so that HRL can help.
- Check the University and HRL web page frequently!
- Check the HRL social media accounts FB, Twitter, Instagram
- Read notices sent from the HRL or the Village staff.

- Read digital signage and flyers posted in the lobbies and in public areas of the residence hall.
- Attend meeting and events organized by RAs.

4.10 COOKING/COMMUNITY KITCHEN

4.10.a Cooking in Wildcat Village. HRL permits residents to bring a compact refrigerator (maximum 3.2 cubic feet) for the safe storage of snacks, convenience foods, etc. Residents may use the community kitchen available on their floor. Residents should remember that cooking inside individual residence hall rooms is not allowed and cooking devices like hotplates, George Foremantype grills, crock pots, pressure cookers, multi-cookers, air-fryers, toasters, toaster-ovens, etc. are prohibited in residence hall rooms.

4.10.b Community / Floor Kitchens - Full kitchens ("Flitchens") are available on most floors in Wildcat Village. When using the floor kitchen, residents must clean up after themselves and encourage their fellow community members to do likewise. In the event that residents and/or the community members are not maintaining adequate cleaning and care of the floor kitchen, the supervising HRL staff member may take appropriate disciplinary action for example: community/group billing for cleaning of the area and/or suspension of community area kitchen privileges.

4.10.c Cooking in University Village. HRL permits residents to cook and use University provided appliances in the kitchen area of the apartment. In addition, residents may bring and use other small cooking and food preparation appliances for use in the kitchen area of the apartment. Because of the increased risk of fire, oil/deep fryers are prohibited in University Village. Cooking inside individual bedrooms at University Village is prohibited.

4.10.d BBQs / Grilling - Residents who wish to barbecue or grill, may do so only in areas established for this purpose and on the grills provided by HRL. Grills are located in the courtyard area at Wildcat Village and near the Community Center at University Village. Use of provided BBQ grills is subject to restriction based on local "burn ban" or related statute/status.

4.11 COMPUTERS AND UNIVERSITY NETWORK

4.11.a Residents are expected to follow all University Information Technology and Security <u>policies</u>. Violation of any Information Technology policies may result in referral to the student conduct process.

4.11.b All bedrooms include one ethernet port per resident. Wireless access to the University network is available in resident rooms and in common areas of all housing buildings. Residents use their University credentials to log in to the University network. The <u>IT</u> <u>Service Desk</u> is available to answer questions and help set-up and access University IT services.

4.12 DECORATING ROOMS & APARTMENTS

4.12.a Hanging Pictures - When putting up pictures and posters on the walls, residents must not use methods that will permanently damage the wall surface. Residents must be reasonable in the amount of items that they hang on the walls. Excessive decorating may result in a penalty charge being assessed to repair and paint the wall(s). Residents are not permitted to paint the walls themselves.

A note about LED Adhesive Tape Strip Lights: LED Adhesive Strip Lights can cause extensive damage to walls and other surfaces; and are labor intensive to remove when residents fail to do so at check-out. For these reasons, residents are advised that if residents choose to decorate with LED Adhesive tape strip lights by adhering them to walls, closets, doors, or other University provided fixtures or furnishings, residents are likely to incur significant damage charges.

The use of nail, thumb tacks, or staples are prohibited and may result in a penalty charge. Posters, pictures or other items displayed in shared spaces within the room, suite or apartment must not create a hostile or threatening environment for others sharing the space. Residents may not adhere foil or other covering to windows that may interfere with facilities, cause damage or detract from the aesthetics of the facility.

Residents are not allowed to make physical repairs, alterations, or installations to the apartment, buildings, or grounds. These include but are not limited to painting, papering, dismantling furnishings (except as permitted when using a university issued bed loft kit) and equipment, wiring, adding or changing locks, constructing lofts, removing window screens, installing mounting antennas or satellite dishes, constructing fences or patio/balcony enclosures, and general remodeling.

4.12.b Room Furnishings – Residents may rearrange furniture in their rooms. When moving furniture, residents must be careful not to mar the walls, scratch the floors, or damage the furniture. Beds provided in resident rooms are designed so that residents may

adjust the height of their bed. Residents should see their HRL staff or check out a brief video on how to adjust the bed height so that the residents don't damage the bed in the process. The furniture in the room must stay in the room. Furniture, equipment and recreation tables in common areas, lounges and study areas or other resident room(s), may not be removed from their original location or stored in individual resident rooms. If there is a problem with any room furnishings, residents should report it to their hall staff or front desk immediately.

- **4.12 c Unobstructed Access** To comply with fire and safety codes, residents must maintain access into their rooms. (Unobstructed access means that the door to the resident's room must swing open fully). When residents arrange their room, residents must not block doorways or inhibit entrance or egress in a way that may interfere with emergency personnel response. Additionally, residents may not hang items such as flags or netting from the ceiling as they may inhibit the smoke flow and dangerously delay activation of the smoke alarm in the event of a fire.
- **4.12.d Windows** Windows may not be used as an entrance to or exit from the building. Window screens (where applicable) must remain secured to the window. Residents found to have removed the screens or to have entered or exited the building via any window, or to have allowed visitors or guests to do so, will be subject to disciplinary action.
- **4.12.e Window Coverings & Decorations** Window coverings are provided in all bedrooms and living units. Residents must not remove or tamper with the blinds or shades provided. If window coverings in a resident's room are not working, the resident should let HRL know by filling out a maintenance request or calling the HRL office so that HRL can have the maintenance team repair or replace it. Residents must not hang or display items in their windows that are visible from the outside (foil, flags, blankets, paper, posters, etc.).
- **4.12.f Items Outside of Room** Residents should not place or leave items outside of their rooms or apartments. These items can block access, in the case of trash, attract pests, and detract from the aesthetics of the area. Failure to comply may subject residents to disciplinary action and/or a charge for removal of the item(s). Residents must properly dispose of trash and unwanted items. Exceptions to leaving items outside residents' rooms may be made for staff sponsored programs or activities. On these occasions, residents should abide by the stated parameters related to time(s) of day, size, type and size of object(s) and remove the item(s) promptly when the event or program is over.
- **4.12.g Damage Charges** Under the terms of the Housing License Agreement, residents agree to pay for any damages incurred to the premises during occupancy (including group damage billing) and for all expenses incurred by the University in restoring the room/apartment and its contents to clean and good condition, as determined by the designated HRL staff, save reasonable wear and tear and acts of nature or otherwise reasonably beyond the resident's control. **Residents are advised that in some cases, restoring the condition of the room may entail an expanded scope of repairs. For example, damage to flooring in one room or area of the unit may necessitate replacing flooring in the entire unit in order to maintain continuity of the color or finishes. Paint is another good example. It may be necessary to paint the entire wall or all walls of the room or unit in order to restore the wall finish and condition after patching smaller holes or damages.**
 - **4.12.g.i** Failing to promptly report damage can lead to more extensive damages, especially in the case of leaks or flooding. For this reason, *failure to report damage or needed repair in a timely manner may result in damage charges if it is determined that the resident knew about the issue but failed to report it, and that delay resulted in additional damage to the facility.* Residents should err on the side of caution and notify the HRL office or the staff member on duty of any damages or maintenance concerns. The HRL staff member may make an initial assessment to determine if situation is an emergency or if it can wait until the next business day to be addressed. HRL maintenance staff will response to emergencies afterhours as well as on weekends and holidays. Generally speaking, problems that result in flooding or significant water accumulation, loss of power to the whole unit, floor or building, loss of heat or air-conditioning when temperatures are excessively hot or cold, and other life-safety concerns are considered emergencies.
- **4.12.h** Sometimes accidents happen. If residents accidentally cause damage, residents should contact the HRL office or the HRL staff member on call as soon as possible so that HRL can start any needed repair or clean-up process. Accepting responsibility can be scary, and HRL appreciates the maturity and honesty it takes to self-report. Consideration will be given to residents who voluntarily come forward and cooperate in reporting damages that are determined to be accidental.

4.13 DISABILITY ACCOMMODATIONS

The University recognizes the importance of providing reasonable accommodations in its housing policies and practices where necessary for individuals with disabilities to fully participate in the University housing. These guidelines explain the specific requirements and processes that govern requests for reasonable accommodation in University housing. The University reserves the right to amend these guidelines at any time as circumstances require.

The <u>Disability Services</u> Office is responsible for evaluating whether to grant or deny requests for reasonable accommodation in University housing. In evaluating the request, Disability Services may consult with HRL to determine whether the requested accommodation is necessary and reasonable. Individuals with a disability who reside or intend to reside in University housing who believe they need a reasonable accommodation must contact Disability Services to initiate a request.

Disability Services will accept and consider requests for reasonable accommodation in University housing at any time. The individual making the request for accommodation should contact Disability Services as soon as practicably possible before moving into University housing. However, if the request for accommodation is made fewer than 60 days before the individual intends to move into University housing, The University cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester or term of occupancy. If the need for the accommodation arises when an individual already resides in University housing, they should contact Disability Services as soon as practicably possible. The University cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.

4.13.a Emotional Support Animals

The University allows Emotional Support Animals (ESAs) when necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This guideline explains the specific requirements applicable to ESAs in University housing. The University reserves the right to amend this guideline as circumstances require. This guideline applies solely to ESAs which may be necessary in University housing. It does not apply to Service Animals as defined by the ADAAA.

Animals, except fish, are prohibited in Wildcat and University Villages; however, the University will consider a request by an individual with a disability for accommodation from this prohibition to allow an ESA that is necessary because of a disability and is a reasonable accommodation. However, no ESA may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this guideline.

ESAs are a category of animals that provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual's disability, but which are not considered Service Animals under the ADAAA.

4.13.b ESA Determinations

The question in determining if an ESA will be allowed in University housing is two part. First, is the ESA is necessary to afford the individual an equal opportunity to use and enjoy University housing. Documentation submitted to Disability Services must show how an ESA ameliorates one or more effects of a disability such that the ESA is necessary to afford a person an equal opportunity to use and enjoy on University housing. Determinations regarding an individual's eligibility for an ESA accommodation will be made by Disability Services.

Second, if the particular animal requested as an ESA in University housing is reasonable. The reasonableness of ESA requests will be determined on a case-by-case basis through consultation between Disability Services and HRL. An ESA must have all legally required vaccinations, licensing and meet other legal requirements prior to acceptance. An ESA may be removed from housing if the ESA is not taken care of, is destructive or threatening, or reasonable rules and regulations are not followed. Owners of ESAs are solely responsible for any damages to persons or property caused by their animal.

Determinations of reasonableness depend in part on information specific to an individual's individually assigned housing unit. As such, any time a student moves housing units a redetermination of reasonableness will be made. The University will not limit room assignments for individuals with ESAs to any particular building or buildings because the individual needs an ESA due to a disability. Generally, the presence of only one ESA will be approved for an individual.

It is important to note that it is a violation of Utah State Law to knowingly and intentionally misrepresent to another person that an animal is an ESA.

4.13.c ESA Owner Responsibilities

If the University grants a resident's request to live with an ESA, the resident is solely responsible for the custody and care of the ESA and must meet the following requirements:

1. ESAs must be in compliance with state, county, and city laws regarding animals such as required licensing and vaccinations. It is the resident's responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require

documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.

- 2. ESAs must also comply with University policies such as the Animals On Campus Policy, PPM 5-50. This means when an ESA is outside of its resident/owner's room it must be under control, leashed, the ESA must relieve itself in an appropriate area, and waste must be cleaned up and disposed of properly by its resident/owner. ESAs may not be left unattended outside of its resident/owner's assigned apartment or room.
- 3. ESAs must be properly cared for. It will be considered presumptive evidence of a lack of care if the ESA is left unattended to or unsupervised for over 12 hours. An ESA may not be left overnight in college housing to be cared for by any individual other than the resident/owner. If the resident/owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the resident/owner.
- 4. The resident/owner is responsible for feeding, supplying water and other care for the ESA. The University personnel are not responsible to provide care or food for any ESA. The resident/owner must provide the University with the name and contact information for someone who does not reside in University housing and who can take responsibility for the ESA should the resident/owner be unable or unavailable to care for it. The individual listed as the emergency contact must be able to respond and take responsibility for the ESA within a reasonable amount of time, not to exceed 12 hours or such shorter time as determined by the circumstances. If neither the resident/owner nor the emergency contact is able or willing to assume responsibility for the ESA, the University reserves the right to act including moving the ESA to a kennel, other boarding facility, or to the local Animal Control at the resident/owner's cost. It is the resident/owner's responsibility to remove the ESA during emergency evacuation for events such as a fire alarm. If resident/owner is unavailable, they agree that the University may remove the ESA and, if necessary, relocate it to a kennel, other boarding facility or to the local Animal Control at resident/owner's cost and resident/owner agrees that the University shall not be held responsible for the care, damage to, or loss of the ESA. Resident/owner may choose to provide written authorization for HRL personnel to place the ESA in an off-campus kennel or animal boarding facility until the resident or emergency contact is able to assume responsibility for the ESA. The cost of kenneling or boarding the ESA will charged to the resident/owner.
- 5. When using communal housing facilities (i.e. showers, bathtubs, washing machines, etc.) to clean ESA crates, cages, bedding, etc.; the resident/owner is responsible for making sure that the machine or facility used is clean and free of animal fur and related debris, animal care products, etc. 6. ESAs must not be vicious, threatening, loud, disruptive, or otherwise behave inappropriately toward others in housing or on University property. For example, dogs may not bark while the resident/owner is away as that would violate the usual housing rules. It must not cause damage to the room or other property.
- 7. Waste from an ESA must be properly controlled and disposed of. For dogs this generally means it must be housebroken. For cats this generally means a regularly cleaned and maintained litter box. For other animals, appropriate measures must be taken so that the animal does not toilet on floors, furniture, etc. and appropriate waste areas such as cages are regularly cleaned. Accidents must be promptly cleaned up by the owner. Pee pads are not permitted for toileting. ESAs that relieve themselves outside must be taken to proper areas and waste should be cleaned up and properly disposed of in sealed bags in a designated trash receptacle.
- 8. ESAs are not a pet and in particular are not a pet for others. Access should be restricted to the owner.
- 9. ESAs are allowed only in University housing and residents/owners are not permitted to bring the animal to other areas on University Property. ESAs differ from Service Animals which are allowed in classrooms, offices, etc. However, an ESA that is properly restrained (on a leash) may go onto University property where pets are allowed such as in outdoor spaces, see the Animals On Campus Policy.
- 10. Residents/owners are responsible for all damages to the same extent that HRL charges other individuals for damages beyond reasonable wear and tear. This includes damage caused by their ESA. (See "Damages Charges 4.12" for more information) It is important to note that in some cases, restoring the condition of the room may entail an expanded scope of repairs. For example, damage to flooring in one room or area of the unit may necessitate replacing flooring in the entire unit in order to maintain continuity of the color or finishes. Paint is another good example. It may be necessary to paint the entire wall or all walls of the room or unit in order to restore the wall finish and condition after patching smaller holes or damages. The resident/owner's living accommodations may also be inspected for fleas, ticks or other pests. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods. The resident/owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the resident's account for unmet obligations under this provision.

- 11. The resident/owner must notify Disability Services and the HRL Office in writing if the ESA is no longer needed or is no longer residing in University housing. If the ESA will be replaced, the resident/owner must file a new request with the Disability Services Office.
- 12. There may be other rules and requirements. Residents/owners should consult HRL to make certain that they are aware of all the applicable rules and requirements. In addition, in the event of a problem with an ESA, HRL may impose other requirements on a resident/owner, compliance with which is required to have the ESA remain. For example, if an ESA appears to be neglected or abused the resident/owner may be required to address the situation, obtain a checkup by a veterinarian or otherwise address the situation and failure to do so may then result in discipline.
- 13. Resident/owner agrees to provide written consent for HRL to disclose information regarding the request for and presence of the ESA to those individuals who may be impacted by the presence of the ESA including, but not limited to, HRL personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the ESA and shall not include information related to the resident/owner's disability.

4.13.d Disciplinary Action and Removal of ESA

Failure to comply with the ESA responsibilities listed above will be documented by HRL staff in incident reports. In keeping with the disciplinary process used by HRL, the standard response to violations will be:

- 1. 1st Violation: Meeting with the designated HRL professional staff member (Generally, the Associate Director), and receiving a written warning.
- 2. 2nd Violation: Meeting with the designated HRL professional staff member and a representative from Disability Services. At this meeting, the HRL staff member and representative from Disability Services will work with the student on a remediation and appropriate follow up plan.
- 3. 3rd Violation: Removal of the approved ESA from University housing.

The University may require the individual to remove the ESA from University housing if:

- 1. the ESA poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
- 2. the ESA's presence results in a fundamental alteration of a University program;
- 3. the resident/owner does not comply with the resident/owner's responsibilities set forth above; or
- 4. the ESA or its presence creates an unmanageable disturbance or interference with the University community.

The University will base such determinations upon the consideration of the behavior of the ESA at issue, and not on speculation or fear about the harm or damages an ESA may cause. Any removal of the ESA will be done in consultation with Disability Services and may be appealed to the HRL Director. Residents/owners will be notified in writing that they need to remove their ESA by HRL staff.

Once notified that an ESA must be removed, the resident/owner will have 48 hours to remove the ESA. After 48 hours, HRL reserves the right to inspect the residence to ensure that the ESA has been removed. If the ESA has not been removed after 48 hours, the University may have the animal removed to the nearest, appropriate animal shelter. Additionally, failure to comply with the order for removal will result in a referral to Student Conduct for consideration of sanctions

4.13.e Service Animals in Housing

The University recognizes the importance of Service Animals as defined by the Americans with Disabilities Act Amendments Act (ADAAA). The University is committed to allowing individuals with disabilities the use of a service animal on campus to facilitate their full-participation and equal access to the University's programs and activities. A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability (and in a very few circumstances a miniature horse). The work must be active and specifically related to the person's disability. Simply providing comfort or emotional support does not qualify a dog as a service animal.

Individuals planning to have a Service Animal in their University housing residence, will need to give sufficient notice to Disability Services to allow the appropriate arrangements regarding placement, roommates, etc. to be made. Service animal handlers (resident) will be asked to provide verification that their service animal has had the appropriate vaccinations and information related to their animal that will allow HRL to make appropriate arrangements.

Service Animals in Training

The University recognizes the importance of service animals as defined by the ADAAA. While service animals in training are not recognized under the ADAAA, Utah State Law (§62A-5b-104) provides those same rights of access for individuals with disabilities who are training service animals to provide a specific service with regard to their disability (hereafter "trainer with a disability"). Because Utah State Law does not clarify further its use of the term "in training," HRL, has established a definition based on accepted practices suggested by Assistance Dogs International (ADI). A service animal in training is a dog, accompanied by its trainer with a disability that is undergoing individual training to provide specific disability-related work or service for that trainer. This does not include obedience training or socialization of puppies who may later become service animals (generally 12-18 months).

Residents who are training service animals and who wish to bring those dogs into University housing must register those dogs with Disability Services so that appropriate arrangements regarding placement, roommates, etc. may be made and all appropriate rules regarding expectations/behavior of the service animal in training while on campus can be reviewed. Trainers with a disability will also be asked to provide information that allows the University to determine that the dog is indeed being trained as a service animal to provide a service to them. Service dogs in training and trainers with a disability will be expected to adhere to all of the requirements for service animals as outlined in this Community Guide.

Expectations for Service Animals in Training

The same expectations for ESAs apply to service animals in training, see above, except that service animals in training are allowed on campus consistent with the Animals on Campus Policy.

4.14 DRUGS AND NARCOTICS (See Alcohol & Drugs)

Illegal use, possession, sale, or distribution of any narcotic or other controlled substance, or drug paraphernalia on University premises or on premises over which the University has supervisory responsibility, including all HRL facilities, is prohibited except as permitted by law and university regulations. The University adheres to federal policy and Utah State Law on marijuana which declares it to be a controlled substance that must be prohibited. Regardless of residents' home state laws or the possession of a medical use license from another state, marijuana is not legal on campus. Items in possession or use in HRL facilities which are deemed to have been used in the consumption of any narcotic or dangerous or unlawful drug (as defined by laws of the United States, the State of Utah, or housing policy) may be confiscated by University Police.

4.15 ELEVATORS

Elevators are provided in all buildings at Wildcat Village. Elevators are provided at University Village for residents or guests requiring their use as an ADA accommodation. Residents are expected to exercise appropriate care and good judgment in the use of the elevators. Misusing or tampering with the elevators will be grounds for disciplinary action and residents may be held financially responsible for damage.

4.16 FERPA (Release of student information)

HRL recognizes the resident as the contract holder and will deal directly with the residents involved to resolve issues and differences. In keeping with Family Educational Rights and Privacy Act (FERPA) requirements, the HRL staff are not able to share details regarding resident issues with parents without the appropriate FERPA release. Parents who contact HRL staff for information or to request an intervention may be asked to have the resident, who is their child, contact the HRL staff (in-person, by virtual meeting or via email) so that the resident can approve and participate in the discussion if evidence of an appropriate FERPA release cannot be verified.

4.17 FIRE SAFETY

4.17.a Decorative Lights- LED Light strings and other decorative lighting cannot be hung on doors and should not be displayed in windows so that they are visible from the outside of the building. LED lights may be used in moderation in individual rooms. Lights cannot be left on and unattended. Use or displays of LED lights must not damage the facility (walls, window, etc.), must not interfere with fire detection and safety equipment, or cause a disruption or disturbance to roommates/suitemates.

- **4.17.b** Electrical Devices/Appliances Appliances and/or electrical devices with open heating elements, have an open flame or smolder, or which produce excessive heat or present a potential fire hazard are prohibited. If residents have questions about whether or not something is allowed, the residents should check with their Area Coordinator or the HRL Office. Residents should be aware that overloading the outlets in their room may result in tripping breakers and temporary loss of power to all or parts of their room. When this happens, the resident will need to call the Village office or RA on duty for assistance resetting the breakers. Residents who repeatedly interrupt power by overloading the circuits may be subject to fines or other disciplinary action. Examples of prohibited appliances and devices include but are not limited to: open coil hot plates, grills, oil or deep fryers,
- **4.17.c Extension Cords/Surge Protectors** Extension cords are not permitted for use in University housing. Residents may use use UL rated surge protectors. Surge protectors cannot be "daisy chained" or "piggy backed" on one another.
- **4.17.d False Alarm** Residents found to have deliberately and knowingly initiated a false alarm (bombing, fire, or other emergency) may be subject to immediate eviction from University housing and/or referral to the Student Conduct process.
- **4.17.e Fire/Safety Systems** Interference with fire and/or safety controls or devices may constitute immediate disciplinary action. Residents must not hang, tape, or otherwise adhere items to fire/safety systems. In addition, residents found to have tampered with fire and/or safety equipment, including smoke detectors, fire suppression equipment, cameras, or doors, will be will be responsible for the costs (if any) for materials and labor required to restore the device to service. Residents found to have tampered with fire or safety controls or devices will face disciplinary actions including but not limited to disciplinary fines and/or eviction from University housing.
- **4.17.f Fire Works/Explosives/Flammable Materials** The storage, unauthorized use, possession, ignition, or detonation of any explosive device, fireworks, liquid, gas, substance, or object which is flammable or which could cause damage by fire or explosion to persons or property on University property is prohibited.
- **4.17.g Heat Producing Devices / Candles** Objects which produce excessive heat; have an open flame, or which smolder (i.e. candles, incense, halogen lights, candle / wax warmers, etc.) are prohibited in University residence halls and apartments. Possession or use of these or similar devices in Wildcat Village or University Village will result in disciplinary action including but not limited to: removal of the prohibited items(s), educational sanction, the assessment of fines, or other appropriate action.
- **4.17.h Space heaters** -Space heaters are strongly discouraged, but may only be used if they meet the following criteria: UL listing 1,500 watts or under, self-limiting element temperature setting, automatic tip over protection, built in timer that does not exceed an 8hour time limit, and built in programmable thermostat and/or thermal limiter to protect against overheating. If a space heater is needed the following rules must be followed: allow a 3 foot clearance between the heater and surrounding flammable objects; always plug the heater directly into an outlet to avoid overheating of cords; use the heater only as long as required; shut off the heater whenever it is not in use; place the heater on a level surface; and always shut the heater off when no one is home to watch it!

No open element or metallic element heaters are allowed (anything that glows red when on). Also no fuel fired heaters are allowed (kerosene, propane, etc.)

4.18 GUESTS

The guest policy exists to help maintain an environment supportive of and conducive to a learning community and the academic mission of the institution. Guests are defined, as anyone not assigned to the room in which they are visiting. Non-resident guests will be defined as anyone not assigned to the floor or building in which they are visiting. Non-resident guests may be subject to additional escort procedures. HRL reserves the right to make changes to guest and visitation privileges as needed in the interest of safety, public health, disturbance to the community, or to maintain an appropriate learning and educational environment.

- **4.18.a Overnight guests** Overnight guests must be registered with the supervising Area Coordinator and have the written consent of all roommates/suitemates.
- **4.18.b Escort Policy** The host resident must escort their guests at all times and are responsible for the conduct of their guests. Visitors and residents are expected to comply with staff direction and to present identification when requested to do so. Guests are expected to abide by University and HRL policies while visiting in housing facilities.

- **4.18.c** Privacy Roommate and suitemate rights to privacy and quiet for study will be respected and take precedence over guest privileges. HRL expects residents to exhibit mutual respect by talking about expectations regarding guests and visitors with their roommates and suitemates. Residents—who feel that their privacy is not being respected by roommates, suitemates or other residents, or that the presence of guests or visitors in the room or suite is creating an unacceptable living environment—should contact their Area Coordinator for assistance to discuss options.
- **4.18.d Lounges** Residents and their guests may visit in lounges at any time as long as these areas are not reserved for a previously scheduled program or activity, as long as their visit does not create a disturbance or interfere with the common area intention of these lounges. Guests must be accompanied at all times by their host resident.
- **4.18.e Guest Restriction & Suspension** Guest privileges may be restricted or suspended or by individual room or apartment, floor or building in the event of roommate conflict, abuse of the privilege, disruption to the community or room / suite, public health concern, or other concern related to safety or maintaining an educational environment. Such suspensions or restrictions of guest privileges will be in accordance with established disciplinary procedures and will be authorized by the appropriate HRL professional staff member.
- **4.18.f Unauthorized Tenants.** Unauthorized tenants are defined as an additional, unassigned person staying in the room overnight or for an unreasonable length of time; the presence of personal belongings in the room not belonging to an assigned resident of the room; indication that the presence of the guest is for unreasonable periods of time or time of day; indication that the presence of the guest is causing a disruption for any occupants of the room, suite or apartment or is infringing on the privacy of the unit or community. The Area Coordinator or other appropriate HRL professional will make the determination of unauthorized tenant versus "guest"

4.19 HARASSMENT & DISCRIMINATION (Safe@Weber)

The University seeks to secure the safety and well-being of all individuals on its campuses. In accordance with its policies, the University restricts violence, discrimination and harassment. HRL strives to provide safe and inclusive living environments that support respect and dignity for all persons. Information about the University's policies and resources related to campus safety, discrimination and harassment; including information on reporting and support services, may be found on line at Safe@Weber. Individuals are encouraged to report instances of harassment or discrimination to the HRL Office or through any of the University reporting options available to them.

4.20 INTERNET TV / STREAMING SERVICE (CONTRACT CURRENTLY UNDER REVIEW)

<u>Weber TV</u> is the TV and cable content streaming network provided to residents. It features a line-up of entertainment options and general interest programming. Access to Weber TV on campus is included with resident's housing costs.

4.21 KEYS

- **4.21.a.** Residents may not copy or duplicate University issued keys. If a key is duplicated or tampered with, the resident will be charged to replace the key and will also face disciplinary action. Unauthorized possession or misuse of University issued keys is also prohibited. Residents must not loan or give out their keys to anyone, including their roommates. Keys are for the sole use of the resident to whom they are issued. If a resident's key is found in the possession of anyone other than the resident it will be collected until the resident meets with their Area Professional Staff.
- **4.21.b** Non-University approved locks are not allowed on any resident's room or apartment door. Damage to or tampering with a University lock will subject the resident to disciplinary action and possible charges.
- **4.21.c** The resident is issued an apartment key, a bedroom key (where applicable), and a mailbox key at the time of check-in. At the time of check-out original room/apartment and mailbox keys not returned will result in a lock replacement fee, and all charges will be billed to the resident. Keys returned after the resident departs or vacates will not be accepted, once a new key has been ordered.

4.22 LAUNDRY MACHINE USE

4.22.a Sharing with Non-Residents – Laundry machines in University Housing facilities are provided at no cost for HOUSING RESIDENTS ONLY. Residents may not "share" this privilege with their non-resident friends, guests, family etc. Residents found to be abusing this service by allowing non-residents to use residential laundry machines will be subject to disciplinary action.

4.22.b Courteous Use - Residents should be courteous of others who may be waiting to use the machines by promptly removing their laundry from washers and dryers. Residents should monitor the laundry machines' cycle times and not leave their laundry unattended.

4.23 MISCHIEF AND PRANKING

Practical jokes, pranks and mischievous behavior may damage property, harm other individuals, increase work for University staff, and also increase the noise level and disturb non-involved residents. Because of the danger to others, dropping or throwing any object out of, into, or onto University property is strictly prohibited. Residents and guests who engage in careless, willful, or malicious behaviors may be held responsible for damages and clean-up. In addition, disciplinary action may be taken. If the individual(s) responsible for damage cannot be identified, or will not come forward, these unattributed and avoidable damage(s) to public or common areas, the building exterior, or immediately adjacent grounds will be assessed to the community and divided as a separate sanction and/or charge per resident of that community.

Individual or group pranks, practical jokes and/or mischief that may lead to any of the following are not permitted:

- Harassment
- Harm
- Damage to University and/or HRL property
- Damage to personal property
- Damage that requires abnormal and/or unnecessary cleaning of residence hall buildings and facilities
- Disruption to community and/or individuals

If deemed appropriate, HRL staff will file a police report and legal action may be pursued.

4.24 NEEDLES AND SHARPS DISPOSAL

Residents, using needles or syringes for valid medical reasons, should purchase EPA-approved Sharps Disposal containers for proper disposal, particularly, those made specifically for bio-hazardous medically contaminated wastes like needles.

4.25 PERSONAL PROPERTY (see RENTERS INSURANCE)

4.26 PEST CONTROL

4.26.a Residents must notify the HRL Office if there is an insect problem in their room or apartment. If the situation cannot be handled internally, exterminator service will be scheduled with a local provider, and is usually available at no charge to residents. However, if a resident's lack of cleanliness is a contributing factor of an infestation, the resident could be billed for their own and neighbors' extermination costs. If it is determined that there is a major problem, all apartments in a localized area will be sprayed and treated together. Residents cannot opt out of spraying once it is determined to be necessary. Residents should remove themselves from the sprayed area for several hours afterward as a routine safety precaution.

Many insect problems can be addressed by practicing good housekeeping techniques and occasionally doing additional spraying to reduce and control bugs and insects. The following suggestions are helpful:

- Purchase a trash can with a tight-fitting cover and use plastic liners.
- Do not leave dirty dishes or food on countertops or in sinks overnight. This is when insects feed.
- Store open food containers (cereal boxes, etc.) in plastic bags, sealed containers, or in the refrigerator.
- Do not use contact paper in cabinets. Insects feed on the sticky backing.
- Do not let paper bags or newspapers accumulate. Insects nest in these areas.
- Keep all floors clean and free of food crumbs and wipe up spills when they occur.

- Buy professional strength insect spray and apply to the following areas where moisture may appear. These sprays are very effective when used properly and safely. Read and follow all label directions carefully and use reasonable caution when applying these sprays to avoid contact with skin or food. Avoid inhaling these vapors in enclosed areas.
- Do not store damp rags or sponges in dark closets.
- Do not allow grease to build up on stovetops, burners, or in the oven.
- Do not leave dirty clothes on closet floors or in corners.
- Once every three months, move all major appliances-refrigerator, stove, washing machine-and thoroughly wash the floor and wall behind them. Spray before replacing appliances.

Note any physical conditions in the building that might be causing insect problems. Residents should call the HRL Office if their apartment or room has previously been sprayed and insect problems still persist.

4.26.b Box Elder Bugs and other common pests

Box Elder Bugs and Elm Seed Bugs are considered an abundant nuisance pest in Utah. They are not poisonous and are not considered dangerous. Adult Box Elder bugs winter in protected indoor sites. They emerge on warm winter days, returning to shelter as temperatures drop at the end of the day. They emerge in mid-spring to lay eggs and complete their life cycle. Chemical control is of questionable value because Box Elder bugs are quite resistant to most insecticides. The bugs are not feeding indoors, and household formulations are less effective than the stronger pesticides used outdoors. Even those bugs that can be killed are soon replaced by the numerous flying adults moving in or emerging from sheltered areas. Unfortunately, Box Elder bugs are here to stay and residents should expect that they will see them in the facilities.

4.27 PETS

Possession, care, or harboring of all animals, except fish, is prohibited in University housing or adjacent grounds. A fish is defined as a legless, cold-blooded, aquatic vertebrate animal with gills, fins and scales. There is a 20-gallon size limit on fish tanks or aquariums. Visitors are not exempted from this regulation. Violation of this policy may result in disciplinary action and a disciplinary fine of \$100.

4.28 POLICE IN HOUSING

University's Police Department provides 24-hour patrol by full-time State of Utah certified police officers. University police officers have full peace officer status to better serve the University community. The primary objective of University Police Department is to help support and maintain a University environment where students, faculty, and staff feel safe to pursue the academic mission of the University. HRL collaborates with the University Police department and supports community policing in University housing. University police officers are present in the buildings and regularly engage with students and staff in educational programming in addition to providing police services. Residents are encouraged to get to know University Police officers and take advantage of the safety programs and services that UPD provides.

4.29 PRIVACY OF STUDENT OCCUPIED ROOMS

The privacy of student residential units in University housing will be respected, and no unit shall be entered without knocking except in the case of emergencies. University will make reasonable efforts to provide advance notice of any entry, except under emergency circumstances. In the absence of occupants, authorized University personnel may enter units in order to perform the following functions:

- To inspect and confirm resident's compliance with the terms of this Housing License Agreement;
- For the protection of health and safety;
- For emergencies;
- To perform such maintenance, repairs, improvements, inspections or energy conservation efforts as University deems necessary
- When a staff member has knocked and been invited in
- When the door is open and a violation of this Housing License Agreement, University Student Code and/or University polices, is in plain view.
- Access will be granted to any law enforcement officer possessing a valid search or arrest warrant.

4.30 QUIET & COURTESY HOURS

Residents have a reasonable expectation to be able to sleep and study without interruptions regardless of the time of day. If a roommate, neighbor or staff member asks that a resident keep the noise level down, this resident must comply with requests for reasonable levels of quiet. Each resident agrees to keep themselves, their visitor(s), and their guest(s) from any unreasonable behavior that would interrupt the sleep or study of others during quiet hours. Unreasonable noises and disturbances at all times include, but are not limited to:

- Loud volume radios, television, stereos, vacuums, pianos, musical instruments of other amplified, mechanical or electronic equipment (including voice, computer games, or electronically enhanced equipment).
- Excessive and loud behavior such as jumping or pounding in the apartment, shouting or other loud noise in and around common areas, parking lots, laundry rooms, community centers, balconies, stairwells or lobbies.
- Belligerent conduct that includes verbal or physical threats, brandishing of weapons or objects that can be construed as weapons, derogatory comments.

4.31 RECYCLING AND SUSTAINABILITY

HRL supports and promotes recycling and sustainability by providing recycling bins in each community and through education of social responsibility. All residents are strongly encouraged to actively support the recycling and sustainability efforts within their community. When disposing of trash and recyclables in the dumpsters, make sure to use the correct dumpster. **Please do not put non-recyclable trash in the "recycle" dumpsters.**

4.32 RENTERS INSURANCE

University assumes no responsibility or liability whatsoever for any loss, destruction, or damage to personal property of resident, unless such loss is due to the sole negligence of University.

To have protection from the possibility of property losses or personal injury, residents are strongly encouraged to have their property and personal belongings insured. Renter's insurance can be purchased through most local insurance companies, or contact National Student Services, Inc., Post Office Box 2137, Stillwater, Oklahoma 74076, or access their website at www.nssi.com. Personal possessions should be marked or engraved with names and driver's license number.

4.33 RESPECT (See also Harassment & Discrimination)

Students, staff, and guests are asked to interact with members of the community in a way that is respectful and supportive of the educational goals of community members as well as institutional values. Behavior that is likely to undermine the dignity, self-esteem, or productivity of any student, staff member, or guest is harmful to our environment. Violations of law, PPM 6-22, Student Code, PPM 3-32, Discrimination, Harassment, or Sexual Misconduct, other university policies, or the housing contract may be followed up by disciplinary action.

4.34 ROOMATES

Residents should be proactive in talking about boundaries and expectations on issues such as study time, having guests in the room, borrowing each other's property, etc. Residents should consider completing a **roommate agreement** early in the semester, and then revisiting it periodically, as a great way to prevent disagreement and differences from turning into an uncomfortable or hostile roommate situation. Residents should have realistic expectations of their roommates. Ideally, residents as roommates form a strong and mutually supportive bond, a lifetime friendship—but that's a lot of pressure and expectation to put on a new roommate, especially at first meeting. Residents should not form an opinion based on first impressions or social media profiles. Residents as roommates should take time to learn about each other, accept and appreciate how they might be different and to build trust. Relationships require patience, compromise, honesty, respect and willingness to listen and learn.

If there is a problem, residents as roommates should be willing to talk about it calmly, directly and be prepared to work on the problem together. It may be helpful to have a resident's RA practice the conversation with the resident before they approach their roommate.

There may be times when residents as roommates feel that they can't talk to each other. In this case, it's best to contact the Area Coordinator sooner rather than later. The HRL staff have been specially trained to help people work through difficult conversations

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and can assist residents in navigating their roommate relationships. In the event that a room change is the best solution, an Area Coordinator can also help a resident request a room change and may be able to help the resident meet other residents who might be a better roommate match for the resident.

4.35 ROOM CHANGES

- **4.35.a** It is not uncommon for residents to request to change rooms during the course of the year. There are any number of reasons for requesting a room change—roommate compatibility, cost, change room type (double or single room), etc. The HRL Office is happy to work with residents to provide the resident with any available room change options. It is important that residents understand that room assignments are directly connected to important administrative processes such as billing, unit condition report and responsibility, room key and card access, rosters that assist HRL in the event of emergencies or evacuations, living-learning community designation, mail and packages and other functions. For these reasons, **residents may not move or change rooms (even within the same suite or apartment) without prior approval from the HRL Office.**
- **4.35.b** All approved moves must be completed within three (3) days of approval. All moves must be done according to HRL policies and in coordination with designated HRL staff. Residents moving to a new room who do not check-out of their current room appropriately, will be charged for an improper check-out, as well as for any additional cleaning and damage charges. Generally speaking, no moves or changes between buildings and rooms will be made during the first two weeks of each semester without explicit approval from the Marketing & Assignments Coordinator and/or the HRL Director.

4.36 SAFETY AND SECURITY

- **4.36.a** Residents are expected to take reasonable steps to protect themselves and other members of the community. Propped doors invite theft and violate fire codes. It is the resident's responsibility to keep their door(s) locked at all times to secure their room/apartment. Residents should carry their key and Wildcard (student/staff ID) with them at all times. Residents must not loan or give out their keys or Wildcard to anyone. Keys are for the sole use of the resident to whom they are issued. Propping doors open after they have been locked or using ANY items to keep doors from properly closing is prohibited. All thefts of personal property should be reported immediately to the University Police and the HRL staff.
- **4.36.b** The University is not liable or responsible for theft or damage to personal property or damage or injury of any kind including loss of personal property, death, or bodily injury to a resident, or to a guest of a resident. Any claims for damage or injury arising from a resident's own negligence is hereby expressly waived and University and its employees are released from any and all liability for such injury. The personal safety of residents and the physical security of the residence halls depend in part on knowledge of security precautions. Police officers from the University Police Department patrol the campus 24 hours a day. Most housing facilities are locked 24 hours a day. Access to resident living areas is by key and/or card access by authorized residents and designated University staff.
- **4.36.c** As an added safety measure, both Villages have security cameras installed to record the activity of persons at each of the entry doors, hallways, and other common areas. These security cameras are not intended in any way to compromise the residents' privacy but are helpful in catching vandalism, theft, and other major policy violations. Only designated University staff, including University Police, have access to viewing the camera recording. Camera footage will also be made available to any university administrator or police officer who requests the information in the performance of their duties. All thefts, injuries, vandalism, or acts of violence should be reported to the police immediately.
- **4.36.d** To have protection from the possibility of property losses or personal injury, residents are strongly encouraged to have their property and personal belongings insured. Renter's insurance can be purchased through most local insurance companies, or contact National Student Services, Inc., Post Office Box 2137, Stillwater, Oklahoma 74076, or access their website at www.nssi.com. Personal possessions should be marked and engraved with names and driver's license number.
- **4.36.e Identification** –Residents are required to comply with all requests of identity verification from University officials. Providing false identification, or allowing residents' guests to provide false identification information, or failing to provide identification will result in disciplinary action.
- **4.36.f Room Keys and Card Access** If residents lose their key(s) or Wildcat card, residents should report it immediately so that HRL can assist residents to be able to access and secure their room or apartment. It is prohibited for residents to give their room keys

and Wildcard to anyone else or share access with another student. Duplication of University keys other than by approved University personnel is prohibited. Violation of the key and card access policy will subject residents to disciplinary action and/or financial penalties up to and including the possibility of eviction from University housing and/or referral to the Student Conduct process.

4.36.g <u>Safe@Weber</u> Information about policies, as well as reporting and support services related to University safety, harassment or discrimination. Residents are encouraged to visit the website and familiarize themselves with these important University resources.

4.37 SALES AND SOLICITATION

- **4.37.a Prohibited** Sales and solicitation is prohibited in residential facilities (including door to door). Residents are encouraged to report any sale, solicitation or door to door canvassing to the Village office or the RA on duty.
- **4.37.b Private Business/Commercial** Residents may not use their rooms for business or commercial purposes.
- **4.37.c** Advertisement/Public Posting Any information posted or distributed in Wildcat or University Villages must have the approval of the HRL Director or their designee. Materials posted or distributed in housing areas without approval will be removed. Individuals or groups responsible for posting or distributed without approval may be held financially responsible for any necessary clean up or costs associated with removing and disposing of the unauthorized materials. Individuals or groups who would like to post or distribute materials in University housing areas should contact HRL Office in Wildcat Village for more information.

4.38 SELF-CARE

While living in the residence halls, all residents are responsible for their own self-care including appropriate personal hygiene, mental health, management of medical conditions or illnesses, and/or disability-related personal needs. Residents are expected to utilize the various resources available to them to provide this care for themselves. Residents may not ask roommates, HRL staff, or other residents living within their community to be responsible for their self-care needs. Residents with the inability to care for themselves and/or who cause harm to themselves or others may be asked to adhere to a Behavioral Expectation Plan and/or referral to the student conduct / student of concern processes. To request disability-related accommodation, residents should contact Disability Services.

4.39 SHUTTLE BUS SERVICE / Utah Transit Authority Ogden Express Service

The free WSU campus portion of UTA Ogden Express service will be available starting fall 2022. The WSU campus route will run between the Dee Events Center and Central Campus (Shepherd Union) with a stop at Wildcat Village. The new OGX shuttle features clean-air electric buses, dedicated route, and expanded service hours. Riders will be able to catch a ride approximately every 10 -15 minute's weekdays, and every 15 – 30 minutes on weekends. The second phase of the OGX line is expected to be complete and open by fall 2023. The second phase will expand service to include service from the Frontrunner station, to stops in the historic 25th street downtown area, Washington Blvd, Harrison Blvd. and to McKay Dee hospital. For route maps and other information, residents should visit the UTA Ogden Express information page.

4.40 SMOKING, VAPING, AND TOBACCO USE POLICY

- **4.30.a** The "Utah Indoor Clean Air Act" (1995) states: "a person may not smoke in a building, or portion of a building that is owned, leased, or occupied by the state or any state agency." University is a state-owned agency; therefore, all housing property is subject to this act. HRL can levy fines, and/or refer the student to the student conduct or administrative review process.
- **4.30.b** Smoking or vaping outside must take place a minimum of twenty-five (25) feet away from any building entrance, exit, air-intake or windows. Used cigarettes must be properly disposed of and not left on the grounds. Improper disposal may result in disciplinary fines or other disciplinary action.
- 4.30.c Hookahs, water bongs, e-cigarettes and vapor cigarettes are prohibited in all housing areas

4.41 STORAGE OF PERSONAL ITEMS

Personal storage space is limited in each room/apartment/building. University does not offer individual storage on campus. There are a number of private company storage facilities in Ogden and the surrounding area if residents are interested in renting an off

campus storage unit. Personal belongings left in resident rooms after the resident as moved out will be considered abandoned. (See Abandoned Property)

4.42 STUDENT CODE

The <u>Student Code</u> is a document that outlines the basic rights and responsibilities applicable to all University students. It also contains important information related to the student conduct process, including due process, sanctions, and appeals procedures. The Student Code is administered by the office of the Dean of Students. The Student Code has been incorporated as part of the residents' Housing License Agreement so HRL works closely with the Dean of Students office on issues related to student conduct and students of concern. When a student/resident is alleged to be involved in a violation of the Student Code, their Housing License Agreement, local, state or federal law; or is identified as a student/resident of concern based on their behaviors or actions, HRL staff will work collaboratively with the Dean of Students office and/or other appropriate University partners in following up with the student/resident(s) as part of the student conduct and student care processes.

4.43 THREATS

Residents should be free of harassment and intimidation in University housing. Residents should conduct themselves with maturity and respect in dealing with interpersonal conflict and to seek the assistance of the staff when needed in order to peaceably resolve differences. Consequently, any resident, guest or visitor who uses or attempts to use threats, coercion, harassment, bullying, physical or verbal assault, sexual harassment, hazing, or intimidation (real or implied) against another person in housing facilities will be subject to immediate disciplinary action.

4.44 TRASH DISPOSAL

Residents may not dispose of their trash in the common area trash cans. Residents are responsible for disposing of their trash regularly and in the proper area (dumpsters are located close to or in the parking lot(s) near each housing facility). Improper disposal of trash and/or littering of the residential areas may result in disciplinary action including the assessment of a disciplinary fine.

4.45 VANDALISM AND DEFACING PROPERTY

- **4.45.a** Defacing, removing, or destroying University or personal property (including, but not limited to, bulletin boards, posters, stickers, door tags, furnishings, surfaces, etc.) is vandalism and is prohibited. Intentional damage to, or improper use of, University or personal property is also prohibited and considered vandalism. If deemed appropriate, HRL staff will file a police report and legal action may be pursued.
- **4.45.b** Residents are liable for any damage that they cause to HRL facilities or equipment, and may be asked to pay replacement or restoration costs. In each case, reasonable efforts will be made by HRL staff to determine actual responsibility. If the individual(s) responsible for damage cannot be identified, or will not come forward, these unattributed and avoidable damage(s) to public or common areas, the building exterior, or immediately adjacent grounds will be assessed to the community and divided as a separate sanction and/or charge per resident of that community.

4.46 WEAPONS, EXPLOSIVES & FIREARMS

- **4.46.a** Explosives (including but not limited to firecrackers, fireworks, home-made explosives, pyrotechnics, and gunpowder), firearms and weapons, (except as expressly permitted by law), are not permitted on campus, including all HRL facilities. Weapons include but are not limited to: explosive devices, nun chucks, swords, bows and arrows, crossbows, butterfly knives, brass knuckles, paintball guns, toy guns, pellet guns, air-soft guns or any other similar object.
- **4.46.b Weapons as Decoration** Weapons, simulated weapons, and disabled weapons of any type are not permitted to be used for decoration in any HRL facility on or off campus. This includes but is not limited to the list of weapons not permitted above.
- **4.46.c** Note regarding concealed weapon permit holders: Concealed weapon permit holders who bring permitted weapons to campus with them are encouraged to store their weapon in a secure, locking container in order to protect it from theft or access by unauthorized individuals. If a resident becomes aware their roommate is a concealed weapon permit holder and the resident does not want to live with a concealed weapon permit holder, the resident should contact the HRL office, and HRL will accommodate the resident's room change request. HRL does not keep records on concealed weapon permit holders.

4.47 WINDOWS

Prohibited Use - Windows may not be used as an entrance to or exit from the building. Window screens (where applicable) must remain secured to the window. Residents found to have removed the screens or to have entered or exited the building via any window, or to have allowed visitors or guests to do so, will be subject to disciplinary action.

PART 5: EMERGENCY PROCEDURES

Residents are expected to comply with procedures established to promote safety in the University housing facilities. In the event of fire alarm, severe weather warning, bomb threat, or other such emergency, residents are expected to comply with appropriate emergency procedures. Residents are encouraged to sign up to receive Code Purple emergency notifications.

5.1 ACTIVE SHOOTER

Campus shooting incidents are highly unpredictable. A Code Purple emergency notification will be issued instructing the affected facilities/area or entire campus to implement Lockdown or Shelter-in-Place procedures. The proper reaction is dependent on the situation and a number of circumstances but the general concepts are: 1) avoid, 2) hide, or 3) fight. The following depicts these concepts and what to expect during an active shooter situation.

5.1.a Avoid Concept: The best option for survival may be to escape. Residents should leave the area immediately, if safe to do so, and try to accomplish the following actions:

- Quickly and quietly move away from the danger.
- Notify anyone they encounter to exit the area.
- Call University Police to report the incident and provide the following information:
 - Exact location and nature of incident
 - Description of shooter (race, gender, clothing)
 - Description of weapons (rifle, pistol)
 - Number of injuries/fatalities
 - Their exact location, name, and call back number
- Leave the area or wait in a safe place to be evacuated by police.

5.1.b Hide Concept: If residents cannot exit the facility/area, the residents should implement lockdown procedures:

- Move to nearest room that can be secured.
- Lock doors and windows and close blinds and curtains.
- Turn off devices that emit light or sound.
- Seek protective cover behind large furniture.
- Do not answer the door or verbal inquiries.
- Call University Police to provide information.
- Reassure others and assist the injured.
- Wait for police to respond or for an "all clear" to be issued before leaving the room.

5.1.c Fight Concept: If the residents encounter the shooter and cannot avoid or hide, the residents may consider taking the following actions:

- Do not make sudden movements or do anything to provoke the shooter.
- Respond to the shooter when questioned.
- A physical attack should be a last resort to preserve their life or the lives of others.
- Work together or alone to disable the shooter.
- Use aggression or improvised weapons.

5.1.d Police Response: The primary objective is to locate and neutralize the shooter.

- Police will work to identify:
 - o The number, description, and location of shooters.
 - The number and types of weapons.
- Police officers will:
 - Engage suspects, if threatened.
 - o Treat everyone as a suspect.
 - Not initially treat injured people or evacuate occupants.

- Residents can help police with search and clear operation protocols by doing the following:
 - o Do not run toward officers or scream or yell.
 - When officers enter, drop to the floor, empty their hands and remain quiet.
 - o Keep their hands visible and obey commands.
 - o Expect to be put on the ground and searched.

5.1.e Post-Incident Actions:

- Emergency medical services will respond and treat the injured.
- Evacuation will be coordinated.
- People will be escorted to secure areas.

5.2 BOMB THREAT

- O Bomb threats are usually received via telephone.
- o Residents should stay calm and pay attention to details.
- Residents should write down information as the caller says it and take accurate notes, including:
 - The exact time of the call
 - The exact words the caller used
- Residents should ask the caller the following questions and attempt to get the information passively:
 - When is the bomb going to explode?
 - What does the bomb look like?
 - Where is the bomb located?
 - What kind of bomb is it?
 - What will cause the bomb to explode?
 - Did the caller place the bomb? Why?
 - Where is the caller calling from?
 - Where does the caller live?
 - What is the caller's name?
- o Residents should try to keep the caller on the phone as long as possible, and listen for and record the following:
 - Age and gender of caller
 - Speech pattern, accent or nationality
 - Emotional state of the caller
 - Background noises
 - Anything to help determine the origin of the call
- Residents should have another person call University Police (801-626-6460 to relay the caller information as it is recorded.
 Note: The person should be far enough away to not be overheard by the caller.
 - Residents should follow University Police instructions.

5.3 EMERGENCY ASSEMBLY AREAS:

Emergency assembly areas are temporary staging areas to be used in the event a building is evacuated for an extended period of time. Emergency assembly areas provide a safe and coordinated place to meet in the event of a major incident. In the event that it is necessary to evacuate a building for an extended period of time, HRL staff and/or emergency personnel will direct residents to the designated emergency assembly area. It is important that residents report to the emergency assembly area so residents are safely accounted for. These areas will be manned by University staff and/or police and emergency personnel who will assist in providing further information and instructions.

5.4 EVACUATION PLANS - (Fire, Bomb threat, Gas leak)

NOTIFICATION of residents to evacuate the facility will be signaled utilizing the fire alarm system.

 should take the time to learn and practice exiting the building using different routes. In the event of an emergency, the route the residents use most frequently may not be safe or available. Residents will move in a calm and orderly fashion a safe distance from the building or, if indicated, to the designated Emergency Assembly Area. It is important that residents report to the designated area so that staff can determine who is present and accounted for.

5.5 MISSING PERSON

If a member of the University community has reason to believe that a resident is missing, they should immediately notify University Police at (801) 626-6460. University Police will generate a missing person report and initiate an investigation. After investigating the missing person report, should University Police determine that the resident is missing and has been missing for more than 24 hours, University Police will notify other local police and the resident's emergency contact no later than 24 hours after the resident is determined to be missing. If the missing resident is under the age of 18 and is not an emancipated individual, the University will notify the resident's parent or legal guardian immediately after the University Police has determined that the resident has been missing for more than 24 hours.

In addition to registering an emergency contact, residents have the option to identify, confidentially, an individual to be contacted by the University in the event the resident is determined to be missing for more than 24 hours. If a resident has identified such an individual, University will notify that individual no later than 24 hours after the resident is determined to be missing. A resident who wishes to identify a confidential contact can do so through University housing. A resident's confidential contact information will be accessible only by authorized University officials and law enforcement as appropriate.

5.6 PERSON OF CONCERN

Person of concern behavior may be displayed by someone who is threatening physical harm to themselves or others, appears to be out of touch with reality, or is acting irrational. The person could be having a psychological crisis or be under the influence of alcohol or drugs. If you encounter a person of concern, approach the situation by focusing on the person's behavior and its consequences, and follow the guidelines below.

5.6.a Illogical or Irrational Behavior: Residents should:

- Have someone notify University Police and provide the following information:
 - o Description of the situation and location
 - o Description of the disruptive individual and observed symptoms/behaviors
 - Names of individuals involved (if known)
 - Have someone meet the police to direct them to the scene.
- Have someone notify a HRL staff member about the situation.
- If safe to do so, stay calm and stay with the person. Offer support / compassion until help arrives.
- If you do not feel comfortable staying with the person, maintain a safe distance and do not confront or try to detain the individual.

5.5.b Attempting to Harm Themselves or Others: Residents should:

- Call 9-1-1.
- Provide the following information if you can:
 - Description of the situation and location
 - $\circ \quad \text{Description of the disruptive individual and observed symptoms/behaviors}$
 - Names of individuals involved (if known)
 - Names of injured and description of injuries
- Have someone meet University Police and other emergency personnel to direct them to the scene and provide information.
- Have someone notify a HRL staff member about the situation.
- Stay calm and try to assist the injured if it is safe do so.
- Provide first aid/CPR if trained and/or feel comfortable doing so.

5.7 SUSPICIOUS PACKAGE

- Bulky, lopsided, rigid, or uneven.
- Missing postage or return address.
- Incorrect titles or misspelled labels.
- Leaks, stains, powders, or protruding items.
- Contains a ticking, vibration, or other sound.

Instructions: Residents should:

- Not handle/disturb the suspicious package, and slowly move away.
- Record the location, description and sender and addressee's names and addresses.
- Clear immediate area/room of all persons.
- Notify University Police at (801) 626-6460.
- Notify a staff member or the RA on duty.
- If the package has emitted a powder or substance:
- Instruct people in immediate area to wash exposed skin with soap and water.
- Record names of these people and direct to a designated safe area to await instructions.
- Turn off HVAC system and cordon off area.

5.8 TORNADOS or SEVERE WEATHER

5.8.a In the event that a tornado WARNING issued, residents are expected to immediately cooperate with the directions of HRL staff and the following tornado shelter plan "shelter in place".

- Residence Hall 1: Move to bathroom areas inside the suite. Close doors and stay away from windows.
- Stewart-Wasatch Hall: Move to the bathroom areas inside the suite. Close doors and stay away from windows.
- Stewart-Wasatch Hall Community Areas/Lounges: Move to an interior hall or room on the lowest level possible. Stay away
 from windows.
- Residence Hall 3: Move to community bath areas on the floor, away from windows and lounge areas.
- **Common areas, Lounges, Floor kitchens:** If residents are in a common area of Wildcat Village, residents should move to an interior hallway or room on the lowest level possible and stay away from windows.
- University Village: Move to the bathroom / shower rooms inside the apartment. Close doors. Stay away from windows.
- University Village Community Center: Move to the lower level of the Community Center away from windows and glass.

5.8.b NOTE: Failure to comply with emergency procedures puts residents and possibly others at great risk. For this reason HRL takes these procedures very seriously and expect residents' full cooperation during drill and other alarms. Failure to comply with emergency procedures may result in disciplinary action, fines, and/or other legal action where a violation of federal or state law occurs

5.9 UTILITY FAILURE

5.9.a Power Outage:

During regular business hours, residents should call the Village office:

- Wildcat Village: (801) 626-7275
- University Village: (801) 626-8026

After business hours, residents should call the RA duty phone:

- Wildcat Village (801) 510-9796
- University Village (801) 725-0090

Residents should:

- Use caution if residents have to enter or exit their room or building.
- Use flashlights if available. Residents must not use candles or open flame devices.
- Keep refrigerators and freezer doors closed as much as possible in order to extend cold/cool storage capability.
- Unplug electronics (TV's, computers, gaming systems, etc.) to help protect them from power surges when power is restored.

5.9.b Flood:

Residents should:

- Not use or disconnect electronics while standing in water.
- If a sink or toilet is the source, attempt to shut off the water source and notify a HRL staff member immediately.
- If residents are instructed to evacuate the building:
 - o Exit carefully and calmly using the nearest stairwell.
 - o Avoid areas of standing or rushing water.
 - o Do not use elevators.
 - O Use caution as some surfaces may be slippery when wet.

PART 6: PROCEDURES APPLICABLE TO ALL RESIDENTIAL STUDENTS

6.1 BREAK HOUSING

Breaks are defined as the following periods during which classes are not offered:

- Fall break: Period of days between the end of summer session classes and the date the residence halls open for Academic vear check-in:
- **Summer break:** Period of days between the end of the standard academic year (spring semester) and prior to the date the residence halls open for summer session check-in;
- Winter break: Period of days between the last class day of the fall Term and the date the residence halls open for spring term check-in.

6.1.a Eligibility for break housing:

6.1.a.i Fall break: Summer housing residents who have *also* signed up to live on campus for the subsequent academic year (continuous occupancy), are eligible to stay in housing during fall break. There is no additional charge for residents who are continuing from summer housing to academic year housing. Residents staying for fall break may be required to move from summer to academic year assignments and are expected to cooperate in completing any moves in a timely manner.

Summer housing residents who are NOT signed up to live on campus during the subsequent academic year are not eligible for fall break housing and will be expected to check-out of their summer housing assignment at the end of the summer term.

6.1.a.ii Summer break: Spring housing residents who have *also* signed up to live on campus for the subsequent summer term (continuous occupancy), are eligible to stay in housing during summer break. There is no additional charge for residents who are continuing from spring housing to summer term housing. Residents staying for summer break may be required to move from their spring assignment to their summer term assignment and are expected to cooperate in completing any moves in a timely manner.

Residents living on campus at the end of the spring semester who are NOT signed up to live on campus during the summer term, are not eligible for summer break housing and will be expected to check-out of their spring housing assignment at the end of the spring term.

- **6.1.a.iii Winter break:** The academic year Housing License Agreement includes winter break stay as part of the Housing License Agreement as long as the resident continues to live on campus for the spring semester. Residents who chose to stay on campus over winter break may be asked to "register" for winter break housing so that HRL staff will know who may be in the building in the event of emergencies, facilities issues, or other similar circumstances.
- **6.1.b Break Housing Charges** Residents who are not eligible for break housing, i.e. residents who cancel their housing, do not return to the University following the break period, or whom are released from their housing contract under any provision and have continued to occupy a residence hall room during any break housing period will pay \$25.00 per day of occupancy after the end date of the previous term until the resident has followed established procedures for checking out of their room/apartment with HRL staff.
- **6.1.c Break Meals (Meal plan holders)**. Dining Services are generally not available during University break periods or holidays. Residents should refer to <u>Dining Services</u> for information about break or holiday dining hours and availability.

6.2. CARD ACCESS (See Wildcard-Student ID)

6.3 CONSOLIDATION PROCESS

Residents' Housing License Agreement is for a space in University facilities; it is not for a specific room. HRL sometimes find that HRL have a number of rooms, where for various reasons only one resident is occupying the double room. HRL refer to this as an "accidental single." To best utilize University space, HRL utilize a consolidation process during each of the long semesters (fall & spring). The process actually begins before some residents even arrive. Some residents may arrive to discover that their expected roommates did not arrive and they received new ones. This is part of the consolidation process.

At the beginning of the semester, HRL puts a "freeze" on any room change requests. This allows HRL time to verify that everyone has checked in and to begin accommodating any overflow or last minute arrivals. If residents are in an "accidental single" as described above, residents may be contacted by their Area Coordinator or the Assignments Coordinator in the HRL office, and informed of the residents' options at that point. Residents may be offered the opportunity to pay the additional fee and keep the room as a supersingle. If residents decline the single, or if space does not permit it, HRL will work with residents and other residents affected by consolidation including facilitating a process by which residents may meet or contact other residents who are looking for a roommate.

6.3.a It is important that residents respond to notices about consolidation. **Residents who do not respond to notices or emails** regarding participating in the consolidation process will be considered to have accepted the room as a super-single and will be billed accordingly.

6.3.b It may also be necessary to implement consolidation as a result of public health concern, significant system failure or facility issue, to accommodate the gender mix, or other unexpected or major disruption. In these cases, residents are expected to comply with consolidation moves in a timely manner.

6.4 HOUSING LICENSE AGREEMENT

Residents' occupancy in University housing has come about as the result of a legal contract between residents and the University. Residents should read the Housing License Agreement carefully and take special note of dates, deadlines, possible financial requirements and refund schedules.

HRL offers three standard housing contracts:

- Academic year (August April)
- Spring semester only (January April)
- Summer housing (approximately May 1 August 15)

6.5 REQUESTING RELEASE FROM HOUSING LICENSE AGREEMENT (see Housing License Agreement, 12. Termination by Resident)Residents may request termination of their Housing License Agreement for the following reasons:

- Graduation, Change in Marital Status, Active Duty Military Service or other special circumstances approved by University.
- Complete withdrawal and non-registration from University for the remainder of the academic year
- Approved Transfer of the Housing License Agreement
- Buy-Out the remaining term of the Housing License Agreement.

Residents may be asked to provide supporting documentation with their request. The HRL Director or their designee will review requests and will notify residents via their University email of the decision regarding their request for release. If approved, **termination fees may apply**. If the request for termination is denied, residents will be provided information regarding options for submitting an administrative appeal through the Student Petition, Complaints and Grievances processes.

6.6 TERMINATION FEES

Residents who enter into a Housing License Agreement and then request release from the Housing License Agreement prior to the listed Contract Termination Dates, may be assessed termination fees. (See Housing License Agreement, Termination by Resident for details.) Termination fees must be paid before the Housing License Agreement will be officially terminated. A copy of the Release and Termination Fee Schedule is included in the HRL Community Guide.

6.7 EMOTIONAL SUPPORT ANIMALS - REQUEST PROCESS

- 1. Residents should request an accommodation through <u>University Disability Services</u>. Residents should provide documentation of a disability and meet with a University disability specialist to review residents' request for an ESA. Disability Services will provide HRL a letter verifying approval of the residents' request.
- 2. **General requirements for the ESA** See section 4.13.
- 3. Residents should meet with the HRL Associate Director to review resident expectations for living with an ESA in housing.

It is important to note that HRL staff need notice of residents' request for an ESA in order to make proper arrangements and to notify roommates as needed.

6.7.a Residents should have the following information for their meeting with HRL staff.

- Information of animal/ Name, description of the animal
- A picture of the animal with residents (Residents will receive an ESA ID card to carry at all times)

6.8 HEALTH AND SAFETY INSPECTIONS

- **6.8.a** To ensure proper upkeep of the facilities, compliance with health and safety measures, as well as to provide an opportunity for follow up with residents, HRL staff members conduct scheduled health and safety inspections of each and every room in their housing area. Residents are required to pass at least one health and safety inspection per semester. RAs will notify resident of dates and expectations for health and safety inspections at least one week in advance.
- **6.8.b** Health and safety inspections are conducted for the following reasons: to verify occupancy of the room/suite/apartment; to ensure that safety and sanitation standards are maintained; to verify that any needed repairs are being taken care of; and to follow up on how the residents are adjusting to University living i.e. roommate relationships, classes, etc.
- **6.8.c** HRL will send out reminders, notifying residents of when scheduled health and safety inspections will take place. Residents are encouraged to be present and participate in the health and safety inspections so that they can ask questions and bring any concerns to HRL's attention. If the resident chooses not to be present, the HRL staff member will enter the unit in order to complete the inspections.
- **6.8.d** If the room/apartment is found to be in unsatisfactory condition in terms of cleaning, health or safety, the residents will have the opportunity for re-inspection within 24 hours. Should the room/apartment still be found unsatisfactory after re-inspection, the Area Coordinator will initiate formal follow up as part of the student conduct process.

6.9 LOCK OUTS

If residents are locked out of their room, HRL staff will assist residents in getting back in. If residents are locked out during posted business hours, residents should go to the Village office and a staff member will be able to assist residents. Residents will be required to present proper identification (student ID, Driver's license etc.) to verify that they are the resident of that room before the HRL staff member will perform the lock out service. If residents are locked out at a time when the Village office is closed, residents should contact the RA on duty. The on-duty HRL staff member will arrange to meet the resident and let the resident back into their room. There is no charge for the first lock-out. Any additional lock outs will result in a \$5.00 fee being assessed to residents' account.

6.10 MEAL PLANS

All residents who live in Wildcat Village are required to purchase a resident dining meal plan. Residents who reside at University Village are not required to purchase a dining plan, but have the option to do so. Requests to change residents' meal plan must be submitted during scheduled change request periods. (Generally the first two weeks of Fall and Spring semesters). Residents should check out Weber Dining for more information about University dining options.

6.11 MAIL & PACKAGES

All residents are assigned a mailbox. Mailboxes are located near the office in each Village. *It is important to note that the residents' mailbox number is not the same as their room number.* Mail and/or packages are delivered to Village offices. When a resident receives a package, a HRL office staff member will log the package and put a "package notice" in the resident's mailbox. Residents should bring the package notice and a photo ID to the Village office to sign for and pick up the package. Residents should be aware that sometimes packages are delivered to University Mail Services first and then distributed through University mail services to Village Offices. This may mean that residents may receive an electronic notice from a shipping company that the residents' package was "delivered" (to the University) but it may be an additional work day for the package to arrive at the Village office.

WILDCAT VILLAGE MAILING ADDRESS
First & Last name (no nicknames please)

(mailbox assigned at check-in) Wildcat Village

Ogden, UT 84408

UNIVERSITY VILLAGE MAILING ADDRESS

First & Last name (no nicknames please)
(mailbox assigned at check-in) 1321 E 4600 S

Ogden, UT 84403

6.12 MAINTENANCE REQUESTS

If there's work that needs to be done in residents' rooms, such as a broken switch plate cover or a slow draining shower, residents can submit a non-emergency maintenance request on-line or by stopping by or calling the Village office. Non-emergency maintenance requests are attended to during regular business hours.

- **6.12.a** If it is an after-hours emergency, residents should contact the RA on duty immediately. HRL staff on-duty will work with Student Affairs Maintenance staff to determine if the issue constitutes an emergency. If the issue is determined to be an emergency, Student Affairs Maintenance will respond as quickly as possible in order to address critical problems. In the event that the emergency requires that HRL temporarily relocate residents to another room so that repairs can be made, HRL staff will assist residents with getting keys to the temporary assignment. Generally speaking, problems that result in flooding or significant water accumulation, loss of power to the whole unit, floor or building, loss of heat or air-conditioning when temperatures are excessively hot or cold, and other life-safety concerns are considered emergencies.
- **6.12.b** HRL understands that sometimes accidents happen. If residents accidentally cause damage, residents should contact the HRL office or the staff member on call as soon as possible so that HRL can start any needed repair or clean-up process. Accepting responsibility can be scary, and HRL appreciates the maturity and honesty it takes to self-report. Consideration will be given to residents who voluntarily come forward and cooperate in reporting damages that are determined to be accidental.
- **6.12.c** Usually, the maintenance work will be completed by a member of the Student Affairs Maintenance staff. In some instances, it is necessary for HRL to utilize the services of an outside contractor. When it is necessary to use outside contractors, a member of the Student Affairs maintenance or HRL staff member may escort them while in a resident's room.
- **6.12.d** If repair work is not completed in a satisfactory manner, residents should bring it to the attention of their Area Coordinator or the HRL office (801) 626-7275. The residents' Area Coordinator can follow up on residents' request and work to ensure speedy and appropriate action is taken. Residents will not be charged for repairs that are necessary due to normal wear and tear. Residents will be charged for damages that are the result of neglect or abuse on residents' part or their guest(s).

6.13 MOVING IN:

Prior to resident's arrival, a HRL staff member will make a thorough accounting of the condition of the resident's room. This is recorded on a **Unit Condition Report (UCR)**. Residents will be able to review the UCR that the staff submitted, as well as complete an assessment themselves through their housing account. Residents should be sure to list any damages or needed repairs that are not already indicated on the form. **It is important that residents take the time to carefully review the UCR**. Any damages not noted on the UCR form at the beginning of occupancy will be assumed to have occurred during occupancy and may result in damage or cleaning charges..

6.13.a Always Clean Expectation: Every should resident check into a clean room/suite. Because some residents move in earlier than others, residents should make sure that common areas in their suite or apartment are always clean. HRL will attempt to notify residents in advance if residents are to receive a new roommate so that they will have time to prepare. Residents are expected to takes any necessary steps to make sure the room and any shared spaces are cleared of belongings, are clean and ready to receive the new resident. Failure to do so may result in the assessment of cleaning charges.

6.14 MOVING OUT OR CHANGING ROOMS

This section will provide residents with important information about moving out of their room—a process also known as checking out. Whether residents are changing rooms or planning to move out of University housing, there are a couple of things they need to do.

- **6.14.a** Residents should be sure they are authorized to move or check out. DO NOT MOVE OUT WITHOUT CONTACTING THE HOUSING OFFICE AHEAD OF TIME TO DISCUSS YOUR SITUATION. Residents should be aware that their Housing License Agreement is for the entire contract period (academic year (August April), spring semester only or summer). Residents need to go through a formal process to request release from the Housing License Agreement; and HRL want residents to be aware that there may be termination fees associated with early release. Please give us the opportunity to assist you and review alternatives with you.
- **6.14.b Room or roommate change:** Residents may want to change rooms. HRL is happy to work with residents and review any options available to residents. Requesting a room change is not a difficult process. If residents want to change rooms, it is important that residents request a room change and be approved for the room change through the HRL office. Residents who change rooms without approval may be subject to disciplinary action.

6.14.c Once to residents are approved to change rooms or move out: Residents should be sure they complete a proper check out. Residents should plan for an in-person check out unless they receive <u>prior approval</u> from the Director of Housing & Residence Life (or designee) to utilize the express checkout option.

- In-person check out: For an in-person check out, residents will pre-schedule a time to check out with their RA. At the scheduled time, residents will meet their RA at their room to go through the room inventory form. All personal belongings must be removed from the room at the time residents check out. The room should be clean and furniture returned to its original configuration. Changes in room condition not attributed to normal wear and tear may result in damage charges. The HRL staff member will collect residents' room and mail box keys. Residents will be asked to electronically sign the UCR, acknowledging noted changes in condition, return of keys, and forwarding address.
- Express check-out: Express check-out is a "no-contact process" of checking out and does not require the resident to schedule a time with a HRL staff member. To complete an express check out, residents will pick up an express check out envelope from the Village office. Residents must follow the instructions printed on the envelope and make sure residents have completed all fields. Residents must fill out the forwarding address card and place it and their room and mailbox key(s) inside the envelope. Residents must seal the envelope and drop it in the mail slot near the Village office. A HRL staff member will conduct a walk-through of the room after the express check out is received in the HRL office. Any changes in room condition not attributed to normal wear and tear may result in damage charges.

6.14.d Improper Check-out

Any resident who leaves without completing one of the check-out options outlined above, may be charged \$50 for improper check-out. A HRL staff member will conduct a walk-through of the room after it has been determined that the resident has vacated the room without checking out. Any changes in room condition not attributed to normal wear and tear may result in damage charges. The resident will also be responsible for any necessary cleaning charges.

6.14.e Allow ample time for packing, moving and cleaning prior to scheduled check-out appointment. Residents should plan on at least four hours to pack, move and clean prior to their scheduled check-out appointment; more time may be necessary if residents have a lot of belongings to pack or if their room is particularly dirty.

6.14.f Know what is expected in terms of room condition. Residents should not hesitate to ask the RA to walk through the room with them a few days before they are scheduled to check out. (The RA will probably do this during the last health and safety inspection of each semester.) If residents are expecting charges or conflicts over charges, residents should request a meeting ahead of time with their RA or Area Coordinator to discuss their concerns. When residents are ready, residents should pack their belongings and clean residents room. Failure to properly clean before final check-out will result in the assessment of penalty charges. Residents should be mindful of keeping their belongings secure while they are moving out by closing and locking their room when residents are moving things out. Residents should keep their car locked when residents are moving their belongings out.

6.15 PARKING

Residents are required to purchase a parking permit in order to park on campus. Residents should consult the University's <u>Parking Regulations</u> for information concerning permitted parking areas, parking fines, etc.

6.16 PERSONAL PROPERTY: See: RENTERS INSURANCE

6.17 RECONTRACTING

Each academic year, current residents will be given an opportunity to sign up for preferred spaces before new, incoming students are assigned. Residents should check with the HRL Office, HRL staff or watch for published advertisements with detailed information

A Housing License Agreement is renewable annually at the discretion of HRL. HRL reserves the right to refuse housing to any resident who becomes delinquent in rental payments, or who has demonstrated an unwillingness or continual inability to abide by community rules, regulations and policies within the housing system.

6.18 WILDCARD (Student ID)

Residents' Wildcard is more than just their official University issued ID. Residents' Wildcard is also what residents use to access important services like the library, gym, printing at the computer labs, and access to sporting events. For residents, their Wildcard HRL Community Guide 2022-2023 Revised: 04/14/22

also serves as card access to their assigned building and is also how residents use their meal plan at University dining locations. Because it is their all access pass to so many services, it is important that residents keep their Wildcard safe and never loan it to another person. If residents' card is damaged or lost, residents should report it immediately to the Wildcard Office in the Shepherd Union and get it replaced as soon as possible.

6.19 WITHDRAWAL FROM THE UNIVERSITY

Residents should notify the HRL office if residents are planning to withdraw from the University. Withdrawing from the University does not automatically release residents from their Housing License Agreement. Residents should contact us before they move out so that HRL can help residents complete a proper check out and avoid additional charges or improper check out fees. HRL can also help make sure residents complete any steps needed to resolve their Housing License Agreement, and make sure they understand any charges that they may still have.