

## RESIDENTIAL POLICIES

The terms “residence” or “campus housing” used herein refer to the apartment, residence hall room, or house owned or leased by the University, or Greek house in which student resides, as applicable. “Housing agreement” means the Apartment Lease Agreement or Residence Hall Agreement executed by the student, as applicable.

### On-Campus Community

Living in campus housing is a unique community living option; policies that provide for the health, safety, and security needs of all students are a necessity. These policies foster a cooperative living environment and prohibit certain behaviors that may adversely affect the campus housing community. All campus housing is considered private property, reserved for the exclusive use of resident students, invited guests and authorized University personnel. Students are responsible for upholding all University and campus housing policies and for informing their invited guests of said policies. Students are responsible for the behavior of their guest(s). Violations of any of the policies, procedures, or requirements in the housing agreement, those promulgated by Residence Life, or those outlined in the Elon University Student Handbook, which are incorporated herein by reference, will be considered a violation of the housing agreement and ground(s) for termination of the housing agreement and removal from campus housing. Violations are referred to appropriate University personnel for judicial action.

**Eligibility Requirements:** To be eligible to reside in campus housing, the student must be enrolled in full-time academic course work at the start of the semester (minimum of 12 semester hours). Exceptions must be approved by the Associate Director of Residence Life Operations and Information Management. If the student’s enrollment status changes to part-time status, the University has the right, but not the obligation, to terminate the housing agreement. All first and second year students are required to live on campus. The only exceptions to the preceding requirement are for those students who are living with their parent(s), students under the age of 18, and nontraditional students and transfer students who have been out of high school one year or more. In order to be exempt, the student must obtain approval from the Associate Director of Residence Life Operations and Information Management.

### Student’s Duties Upon Departing Campus Housing:

- A. Upon expiration or termination of the student’s housing agreement, the student shall:
  1. vacate the residence (if housing agreement is terminated student shall vacate within 24 hours of notice of termination, unless special written permission has been obtained from the Associate Director of Residence Life Operations and Information Management or his/her designee), removing from there all the student’s personal property of whatever nature;
  2. properly sweep and clean the residence, including plumbing fixtures, refrigerators, stoves and sinks, removing all rubbish, trash, garbage and refuse;
  3. make approved repairs and perform such other acts as are necessary to return the residence, and any appliances or fixtures furnished in connection therewith, in the same condition as when the student took possession of the residence; provided, however, the student shall not be responsible for ordinary wear and tear;
  4. fasten and lock all doors and windows;
  5. return to the University all keys to the residence;
- B. If the student fails to sweep out and clean the residence, appliances and fixtures as herein provided, the student shall become liable, without notice or demand, to the University for a cleaning fee. The student agrees that failure to comply with these duties will also result in forfeiture of part or all of the student’s security deposit.
- C. In the event the student does not vacate (by the Expiration Date, if living in an apartment or within the allowed time period, if living in a residence hall) any property of the student remaining in the room or building may be treated as abandoned property. The University may remove such personal property from the residence and donate it to any kind of charitable institution or organization without liability to the student whether for trespass, conversion or otherwise. Any charges for removal and disposal will be assessed to the student. Failure to perform a check-out inspection of the assigned room with a member of the Residence Life staff will result in a \$25 fine in addition to charges for damages and/or lost/not returned keys.
- D. After student has vacated the residence, the room and common areas will be inspected by the University in order to assess any damages against the student. The student may be present for this inspection if desired.

### Rules and Regulations

1. In addition to other obligations and duties set forth in the housing agreement and herein, the student shall:
  - a. use the residence for residential purposes only and in a manner so as not to disturb other residents;
  - b. not occupy the residence in such a way as to constitute a nuisance;
  - c. keep the residence, including, but not limited to, all plumbing fixtures, furnishings, facilities and appliances, in a clean and safe condition;
  - d. cause no unsafe or unsanitary condition in the common areas and remainder of the residence used by him/her and shall comply with any and all obligations imposed upon students by applicable building and housing codes;
  - e. dispose of all rubbish, garbage, ashes and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, recycling, waste and other refuse;

- f. use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the residence;
  - g. not deliberately or negligently destroy, deface, damage or remove any part of the residence (including all furnishings, appliances and fixtures) or permit any guest or agent of the student to do so;
  - h. be responsible for and liable to the University for all damage to, defacement of, or removal of property from the residence whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the University, its agent, or of third parties who are not invitees of the student, and natural forces;
  - i. exercise care and respect for University property;
  - j. not enter into a restricted, locked, or closed campus housing space not specifically assigned to the student;
  - k. pay the costs of all utility services to the residence which are billed directly to the student;
  - l. conduct him/herself and require all other persons who are in the residence with his/her consent to conduct themselves in a reasonable manner and so as not to disturb other student's use of the residence;
  - m. live in a cooperative manner with roommates and other students;
  - n. not use verbal or physical conduct that interferes significantly with an individual's work, education, social activities, or adversely affects an individual's living conditions ;
  - o. recognize and respect the authority of the University staff and comply with requests they make in the performance of their duties;
  - p. not abandon the residence during the Agreement Term (the student shall be deemed to have abandoned the residence if the student removes substantially all of his/her possessions therefrom for a period of more than 2 days and the University may thereafter remove such personal property from the residence and donate it to any kind of charitable institution or organization without liability to the student whether for trespass, conversion or otherwise); and
  - q. promptly notify the University of the malfunctioning of any equipment, damage or potential damage to the residence.
2. **Pets:** The student shall not keep or harbor in or about the residence any pets or animals of any kind including, but not limited to dogs, cats, birds, and reptiles. The only exception of this is for fish in tanks no larger than ten (10) gallons and trained guide dogs for the visual/hearing impaired. Violation may result in termination of the housing agreement and/or a \$150 fine and judicial action. The student also agrees to reimburse the University for any and all damages caused by the presence of a pet or animal that brings damage to the residence or to any common areas used in conjunction therewith, and to indemnify and hold harmless the University for any liability to third parties that may result from the student's keeping of such pet or animal.
  3. **Grills:** The student may not use gas or charcoal grills in or about the residence, unless the grill has been installed by Elon University
  4. **Large Gatherings and Noise:** The student acknowledges that it is imperative for students to maintain appropriate relationships with the community in which they live. The student shall not participate in activities within his/her residence which produce excessive noise or violate other University policies.
  5. **Parking:** The student shall not park on the street in front of housing facilities, in which parking spots are not designated. The student shall not park on the lawn of the residence. The student's car will be towed at the student's expense for violation of parking rules.
  6. **Guests:** The student shall not permit his/her guests to stay in the residence for more than three days out of a seven-day period and not more than four nights within a 30 day period and with roommate's approval. Hours of visitation are: Sunday – Thursday, 10 a.m. until 12:30 a.m. and Friday – Saturday, 10 a.m. - 2:00 a.m. The student is responsible for his/her guests at all times while guests are visiting.
  7. **Firearms and/or Weapons:** The possession or use, whether openly or concealed, of any weapon or ammunition, including, but not limited to: guns, rifles, pistols, bullets, explosives, BB guns, paint pellet guns, bow and arrows, sling shots, bowie knives, daggers, switch-blade knives, metallic knuckles, throwing stars, knives of more than six inches when opened and any other weapon of any kind is strictly prohibited while in campus housing.
  8. **Alcohol and Drugs:** The responsible, private use of alcoholic beverages by persons 21 years of age and older is permitted in the residence. Students may not have more than the equivalent of 12 drinks per number of legal age residents in campus housing; one drink is a 12 ounce beer, 4 ounce glass of wine or 2 ounces of liquor. All use of alcohol is subject to restrictions of state law, University policy, and all other policies in the student handbook. The student shall not manufacture, sell, deliver, possess, use or be under the influence of a controlled substance without legal authorization. A controlled substance includes any drug, substance or immediate precursor covered under the North Carolina Controlled Substances Act, including but not limited to opiates, barbiturates, amphetamines, marijuana, hallucinogens, and prescribed controlled substances. The possession of drug paraphernalia is also prohibited. Drug paraphernalia includes all equipment, products and material of any kind that are used to facilitate, or intended or designed to facilitate, violations of the North Carolina Controlled Substances Act.
  9. **Lockouts:** The student shall pay a \$10.00 lockout fee each time the student calls upon University employees to provide entry to the student's residence.
  10. **Keys:** Keys assigned to the student are the property of the University and must be returned at the expiration or termination of the housing agreement. The student shall not duplicate or give his/her assigned keys to anyone else or take possession of the keys of any other student. The student shall pay a fee to replace his/her keys and change locks to the residence if the student fails to return his/her keys at the expiration or termination of the housing agreement. The student shall not install his/her own locking devices on any doors to or in the residence. The student agrees to immediately report the loss of his/her assigned keys to the University and to pay the charges for replacement keys and changing the locks. Those violating this policy or possessing keys other than the one(s) assigned are in violation of the housing agreement and subject to judicial action.

11. **Alterations:** The student shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, furnishings or any other part of the residence or decorate the residence or make any alterations, additions, or improvements in or to the residence without written authorization from the University. All alterations, additions, and improvements upon the residence, made by either the University or the student, shall become the property of the University and shall remain upon and become a part of the residence at the termination or expiration of the housing agreement. Material student alterations may result in the student's loss of the student's security deposit and/or the imposition of substantial fines billed to the student's University account. The student shall not remove any provided furnishings.
12. **Student Rooms/Furnishings:** All residence hall rooms and apartments are furnished with single or double beds, long/institutional mattresses, desks, chairs, closets/wardrobes, dressers and blinds. The exception is chairs in the Danieleley Area. No alterations may be made by the student to the residence or furnishings. Students may not place their mattress on the floor for sleeping or bring water filled furniture into the campus housing. All furnishings must remain in the assigned campus housing unless otherwise agreed to by Residence Life.
13. **Appliances/Equipment:** Campus housing has varying design and construction. The University reserves the right to impose reasonable requirements with respect to the use of appliances or equipment in campus housing. Some examples of items not permitted in campus housing are listed below. However, this list is not all-inclusive. If students have questions about specific items not listed, they are directed to Residence Life for clarification. Those items not allowed include: halogen lamps, microwave (except in Danieleley Center and the Oaks housing kitchen area) or toaster ovens, hot plates, deep fat fryers, gas or charcoal grills, power tools, amplifiers (may be stored in student's rooms, but not used), ceiling fans, track lighting, mopeds, motorbikes, or motorcycles. Residents who are in violation of this policy will be charged \$50 and the item will be confiscated and held until it can be removed from campus.
14. **Fire Safety:** Fire safety is everyone's responsibility. Remember to only use heavy duty UL approved extension cords. Also, live Christmas trees, candles, halogen lamps, non-electric fuel lamps and lanterns, simmer pots, and incense may not be used or kept in campus housing. Residents who are in violation of this policy will be charged \$50 and the item will be confiscated and held until it can be removed from campus.
15. **Safety and Security:** The University has adopted policies which are designed for the safety and security of those living in campus housing. Students are required to carry their Phoenix ID card at all times and to present it to University officials upon request. Residents who enter or leave by locked security doors are responsible for leaving the door in a locked position. When the University is in session, students may enter and leave their campus housing at will. Students are expected to keep their residence locked at all times. Those buildings which have common hallways are equipped with card readers. **FOR YOUR SAFETY, DO NOT GIVE YOUR PHOENIX CARD TO ANYONE ELSE.** Violation of this policy will result in judicial charges.
16. **Quiet Hours:** Twenty-four hour courtesy hours, and specified quiet hours are designed to promote an environment conducive to study. Quiet hours are 10:00 p.m. to 10:00 a.m. Sunday – Thursday, and 12:00 a.m. to 10:00 a.m. Friday – Saturday. Strict quiet hours will be in effect in all campus housing 24-hours each day from the last day of classes through the end of finals.
17. **Visitation hours:** Visitation hours are for members of the opposite sex to visit in each other's residence hall rooms and apartments. The university visitation policy applies to all students and guests whether the students live on campus or not. Students may have visitors no more than three days per week and not more than four nights within a 30 day period and with roommate's approval. Hours of visitation are 10:00 a.m. until 12:30 a.m. Sunday – Thursday and 10:00 a.m. - 2:00 a.m. Friday – Saturday. Freshmen living in Danieleley Center follow the policy stated above. Danieleley Center Apartments and The Oaks maintain 24-hour visitation seven days a week. Public lounges of residence halls are open 24 hours a day when school is in session. Common areas are open during visitation hours only. Common areas include, but are not limited to, lounges and first floors of fraternity and sorority houses. Students may visit or have someone of the opposite gender visit them in a residence hall room only during the visitation hours listed above.
18. **Right of Entry:** The University reserves the right to enter student rooms, or grant permission to its authorized agent to enter student rooms, for the following reasons: to respond to an emergency, to make needed repairs, to perform routine maintenance, to conduct health and safety inspections and as necessary to maintain University rules and regulations. Inspections for health and safety conditions and property inventory will be conducted by residence life staff periodically. In addition, residence halls will be inspected during break closings of campus housing.
19. **Lofts:** The University does not endorse or encourage the use, purchase or construction of bed lofts. The bed heights can be adjusted in most buildings – with the exceptions being Colclough, Chandler, and Maynard due to ceiling height. In regards to heightened/bunk bed safety, the student assumes full financial and personal responsibility for any risks arising from the use of heightened or bunked beds and shall, to the maximum extent of the law, release, indemnify, hold harmless and forever discharge the University, its officers, trustees, and employees from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any damages or injuries, including death, resulting from the student's use of such beds. . The student also acknowledges he/she is aware safety rails are available upon request through their respective area office should he/she desire to be provided with the rails.
20. **Smoking:** Smoking any substance is not permitted in any campus housing.
21. **Temporary Assignments:** In some cases it becomes necessary to assign students to temporary housing until another space becomes available. Students who are assigned to a temporary assignment must understand that they may be given short notice to relocate to a permanent or other temporary space. Failure to relocate in the time allocated by Residence Life may result in the loss of the assignment offered.

### **Apartment-Specific Policies**

The student should pursue the option to live in University-owned or managed apartments only if s/he is sure s/he wants to live in campus housing next year. If s/he contracts to live in a University owned or managed apartment and later discovers s/he prefers to live in an off-campus apartment or commute from home, s/he cannot break this Agreement after the Commencement Date if s/he continues to be enrolled as a student.

**Inspection:** The student has the right to inspect the Premises and is required to complete an Apartment Condition Form that is due one week after the student is given the keys to his/her Apartment.

**Maintenance:** All maintenance work for the Danieleley Center and The Oaks are the responsibility of Elon University. The student shall notify his/her their Area Office: Oaks: 336-278-4321 or Danieleley Center: 336-278-7310 of any maintenance concerns.

**Meal Plan Minimum:** If student is a sophomore s/he must have a minimum of a 5-meal plan. If student is a Junior or Senior, s/he is not required to have a meal plan.

**Rent:** Students residing in University-owned or managed apartments shall pay Rent to Elon University by cash, check, or money order to University Bursar in Alamance 111 or to P.O. Box 398, Elon University, Elon, NC 27244. The amount of Rent for each semester is billed on the student's tuition billing statement. Rent amounts must be paid in full according to the due dates provided on the billing statement. Rates on the statement are determined based on a semester of billing (7 months for the fall and 5 months for the spring). Students are liable for Rent as though the Commencement Date was their first day of possession and the Expiration Date was their last date of possession, regardless of when they physically move-in or move-out of the Apartment..

### **Residence Hall-Specific Policies**

**Administrative Room Freezes:** There are several time periods throughout the year where Residence Life cannot accommodate room changes. Some of these time periods are: while we prepare for the arrival of new incoming students for winter and spring terms, and while we prepare assignments for the following academic year.

**Assignment Changes/Displacement:** Changes in assignments may be made after the first two weeks of each term. Room changes requested after this period may be subject to a \$25 room change fee and must be approved by Residence Life. Students who fail to obtain approval or do not follow the proper check-in/check-out procedures may be charged a \$50 administrative fee and may be required to return to their original assignment. Students or their guardians agree to assume additional fees/costs for voluntary hall/room changes and/or disciplinary reassignment. This agreement is for a space in campus housing determined by the University, not for any particular room. At any time during the academic year, Residence Life reserves the right to alter a student's room assignment or placement when the University deems it is in the best interest of the University or the student population to do so.

**Lofts** – The University does not allow, endorse, or encourage students to use lofts.

**Meal Plan:** Students living in the residence halls are required to purchase a meal plan each term.

**Personal Belongings and Occupancy:** Residents may not occupy or leave personal belongings in any room before the halls are officially open or after they have officially closed at the end of the academic year.