

# The 2009-2010 On-Campus Housing Contract

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**1. Parties** - This Contract is made by, and between, the University of Connecticut (also referred to as the University), and the student (referred to as The Resident). The University and The Resident, in consideration of the terms and conditions stated in this document, do hereby agree to abide by this contract. The University uses an electronic mail system (HuskyMail) as the official and preferred method of communication. It is strongly recommended that students do not forward their HuskyMail to another e-mail system. Residential Life cannot be responsible for e-mail messages that are not received by students. Should changes be made to this contract at any point during its duration, Residential Life will notify residents of changes with 2 days notice of the modification by means of a HuskyMail message and by posting the new information on the Residential Life web page ([www.reslife.uconn.edu](http://www.reslife.uconn.edu)).

**2. Definitions** - The following definitions apply to *The 2009-2010 On-Campus Housing Contract*:

**A. Campus Change:** process by which a student is approved to change from one UConn campus to another UConn campus (either regional or Storrs).

**B. Campus Change Student:** Student who has been approved to change from a UConn regional campus to the Storrs campus or from the Storrs campus to a regional campus.

**C. Commuter:** Students who attend the Storrs campus and do not live in on-campus housing.

**D. Housing Lottery:** Process used by Residential Life to determine which continuing students will be eligible to participate in the Online Housing Selection Process. Students whose lottery number makes them ineligible for the Online Housing Selection Process are placed on the waiting list and are not guaranteed on-campus housing.

**E. Online Housing Selection Process:** Spring semester process during which continuing students select their housing assignment for the following academic year. Students on the waiting list (see section 9) and newly admitted students are not eligible to participate in this process.

**F. Returning Resident:** Current Storrs student who lives on-campus and is returning to live on-campus for the following semester or academic year.

**G. Transfer Student:** Student who has been admitted to the Storrs campus from an institution other than UConn.

**H. University Sponsored Off-Campus Program:** Academic program for which a student receives UConn course credit and is outside a reasonable commuting distance to the Storrs Campus. Programs include Study Abroad, internships, Co-op, student teaching, Urban Semester, etc.

### 3. Eligibility -

**A.** Any full-time student who is enrolled at the Storrs campus of the University of Connecticut may enter into this contract. Priority is given to full-time degree seeking students. Residents that change from full-time status to another status during the contract period are not relieved of their responsibilities under this contract.

**A.1. Charter Oak & Hilltop Apartments:** Incoming new freshmen are not eligible to live in Charter Oak and Hilltop Apartments during their first year in on-campus housing.

**A.2. Husky Village:** Continuing residents eligible to live in Husky Village include any active member of a social Greek lettered organization approved to live in Husky Village, and is a full-time degree seeking student enrolled at the Storrs campus. The prospective resident must be a member of a social Greek organization before moving into the house. Incoming new freshmen are not eligible to live in Husky Village during their first year in on-campus housing.

**B.** Any student who has an outstanding balance (or Bursar Hold) relative to his/her fee bill may be prevented from participating in any housing process, including but not limited to, housing selection, or Moves to Vacancies. The University reserves the right to deny residency to any student with an outstanding fee balance or Bursar Hold.

**C.** Students who have lived on-campus for eight or more semesters, who apply for on-campus housing, are automatically placed on the waiting list. Housing is not guaranteed to students on the waiting list. Semesters lived on campus are cumulative, including undergraduate and graduate/post-baccalaureate work. The only exceptions to this rule are for those students who are guaranteed housing.

**D.** New Fall 2009 graduate students will be eligible for four semesters of on-campus housing. Residents with four semesters of graduate housing will be automatically placed on the waiting list if they apply for housing.

**E.** Continuing students must meet specified University deadlines to continue residence.

**F.** Readmitted, non-degree, commuter and campus change students who have previously lived on-campus are not guaranteed housing. Submitting a housing application places these students on the waiting list. Students on the waiting list are offered housing if spaces are available after all of the students who are guaranteed housing have been housed.

**G.** Students who decline housing forfeit any guarantees for future on-campus housing.

**H.** This contract may not be transferred or reassigned.

I. Providing false or misleading information may constitute grounds for the University to terminate this contract.

#### 4. Duration of Contract -

**A.** This contract is effective upon application for on-campus housing. It is binding for the entire academic year or that portion of the academic year remaining at the time of occupancy. Failure to officially check-in does not release a student from the financial obligations for on-campus housing. Similarly, not returning midyear does not release a student from the remainder of the Contract. The Resident, except under the conditions listed under Contract Cancellation and Contract Release, cannot terminate this housing contract.

**A.1. Traditional Residence Halls, Mansfield & Northwood Apartments (Single Undergraduate Residents Only):** The contract period for returning residents begins on August 29, 2009 and concludes on May 9, 2010. The contract period for new students begins on August 28, 2009 and concludes on May 9, 2010.

**A.2. Charter Oak & Hilltop Apartments:** The contract period begins on August 29, 2009 and concludes on the last day of Summer Session I, 2010.

**A.3. Husky Village:** The contract period is nine-months, beginning on August 21, 2009 and concluding on May 14, 2010.

**A.4. Graduate Residences & Northwood Apartments (Single Graduate Residents Only):** The contract period begins on August 14, 2009 and concludes on May 15, 2010.

**A.5. Graduate Buildings in Hilltop Apartments:** The contract period begins on August 14, 2009 and concludes on the last day of Summer Session I, 2010.

**B.** The Resident agrees to vacate the assigned room and officially check-out within 24-hours upon loss of status as an enrolled student during this contract, failure to register for credit course work, by the 10<sup>th</sup> day of classes, after his/her last exam, or by the date/time, the residence halls close for Winter Break.

**C.** Residents who have been found responsible for violating *Responsibilities of Community Life: The Student Code*, including *The 2009-2010 On-Campus Housing Contract*, and who are removed from housing can reapply for on-campus housing after the end of the sanctioned removal period. Applying for housing at that time does not guarantee housing but places the student on the on-campus housing waiting list for the following year. These students will only receive on-campus housing on a space available basis.

#### 5. The University Agrees -

**A.** The University will provide a room accommodation to The Resident for a period of one academic year (fall and spring semesters) exclusive of the Winter Break period unless The Resident is assigned a facility that remains open during this time. Services provided by the University, including access to the assigned building and room, begin on the designated check-in dates for the specific area.

**B.** The University will provide staff in accordance with University policy, which will help facilitate a living experience, which complements the academic mission of the University.

**C.** Exclusive of unanticipated weather events and building system failures that may disrupt service, the University will provide adequate light, heat, electricity, and hot water to residents using all available resources. Student rooms shall be furnished with a bed, mattress, desk, desk chair and wardrobe/closet space.

**C.1. Charter Oak & Hilltop Apartments:** The common area space includes living room furniture, dining room table with chairs, kitchen appliances, washing machine, and dryer.

**C.2. Husky Village:** The common area space includes living room furniture, office furniture in the chapter office, and kitchen appliances.

**C.3. Mansfield & Northwood Apartments (Undergraduates and Single Graduate Residents Only):** The common area space includes living room furniture, dining room table with chairs, and kitchen appliances.

**D.** The University agrees to provide telecommunication services (i.e., video, internet connection, voicemail and telephone connection, without the actual telephone set). In Mansfield and Northwood Apartments, video and internet are provided by the University through Charter Communications.

#### 6. The Resident Agrees -

The Resident agrees to pay all fees specified, to observe all rules and regulations of the University of Connecticut and to abide by the *Responsibilities of Community Life: The Student Code*, this contract and any addendum, as well as other University publications/policies. Failure to fulfill the terms of the above may lead to termination of this contract, removal from on-campus housing, and a review of the individual's status as a student at the University of Connecticut.

#### 7. Rates and Payments -

The room and board fees have been approved by the Board of Trustees; however, the University reserves the right to make adjustments as deemed necessary and appropriate in the sole discretion of the Vice President for Student Affairs or designee, at any time during the term of this agreement (refer to #21). Any adjustment will be communicated in writing to the student by means of HuskyMail.

**A.** For new freshmen and transfer students, the University presently requires a \$150.00 "University Admission Acceptance Fee", once paid; the prospective resident has access to the housing application.

**B.** Returning residents will be required to pay a \$300 non-refundable Room Reservation Fee for 2010-2011 on-campus housing (pending Board of Trustees action).

**C.** New graduate students requesting on-campus housing must pay a \$140.00 non-refundable housing deposit due by July 1, 2009.

**D.** Residential area rates and board charges are payable when the fee bill is due to the University (usually by August 1 for the fall semester and January 1 for the spring semester). Assignments may be cancelled by the University if the balance is not paid by the stipulated due date or if alternate payment arrangements have not been approved by the University Bursar's Office.

E. No refunds will be made to an enrolled resident who occupies an assignment unless the student has been officially released from his/her 2009-2010 On-Campus Housing Contract. Returning keys to University staff does not constitute the approval of a release from the contract.

F. Housing charges will not be refunded for residents who are removed from on-campus housing for disciplinary reasons.

G. Parking is not included in residence hall fees. Parking permits for any and all areas of campus must be applied for and purchased at Parking Services.

H. An additional fee may be assessed for housing that is provided outside of the regular contract period (i.e. early arrivals, Winter Break, etc.).

#### 8. Room Assignment -

A. The University does not discriminate on the basis of race, sex, age, ability, veteran status, religion, sexual orientation, or national origin.

B. Room assignments for new students are made by Residential Life staff. Roommates are matched according to the personal preference information submitted on the housing application.

C. Name and contact information may be given out; it is considered public information unless The Resident fills out a "Request to Restrict Disclosure of Directory Information" form available in the Office of the Registrar. "Directory Information" includes: the student's name, University-assigned identifiers (PeopleSoft number and NetID); date of birth; addresses; telephone number; school or college; major field of study; degree sought; expected date of completion of degree requirements and graduation; degrees, honors, and awards received; dates of attendance; full or part time enrollment status; the previous educational agency or institution attended; class rosters; participation in officially recognized activities and sports; weight and height of athletic team members. (Taken from the institutional FERPA policy)

D. Students who wish to block their housing assignment and email address from appearing in the UConn Phonebook may do so by entering MyHousing ([www.myhousing.reslife.uconn.edu](http://www.myhousing.reslife.uconn.edu)) and submit their preference under "Personal Preferences". Students must update this field each semester.

E. The University reserves the right to change a student's housing assignment when deemed necessary.

F. The University reserves the right to consolidate vacancies, during housing selection, prior to the beginning of a semester, or during the academic year.

G. No guarantee is made concerning the number of occupants in a room. If a vacancy occurs in a room, the remaining student(s) in that room must be prepared to accept a new occupant; failure to comply may result in disciplinary action.

H. Connecticut State Law requires that any student residing in on-campus housing be vaccinated against meningitis as a condition for living in the University's residence halls and apartments. Proof of vaccination must be provided prior to occupying a room on-campus during the academic year.

I. Occupancy of any room is limited to the resident(s) assigned to that room. A resident who has contracted with the University for on-campus housing may not sublet, loan, assign, or transfer the Contract to another person. Only contracted residents may occupy the room/apartment. Residents in Northwood Family Housing units must abide by the occupancy regulation described in *The 2009-2010 On-Campus Housing Contract - Addendum for Northwood Apartments Family Housing*.

J. All moves must be authorized by appropriate University staff. Unauthorized moves may result in the loss of the room change privilege and/or disciplinary action. Students may not move out of or into Husky Village without authorization of both the appropriate University staff and the organization's President or House Manager.

K. After the first day of classes each semester, residents cannot move from **Husky Village** to other residential areas of campus, and residents from other residential areas of campus cannot move into **Husky Village**.

L. Residents who choose to live in or who are assigned to special interest areas (learning communities, etc.) are expected to fulfill expectations and responsibilities associated with such living arrangements. Failure to comply with stated agreements may result in reassignment to another area of campus.

#### 9. Housing Selection Policies -

A. Continuing students must meet specified University deadlines to retain eligibility for future on-campus housing. Non-degree seeking students are not eligible to participate in housing selection and will be automatically placed on the waiting list if they apply for on-campus housing.

B. Housing selection times are non-transferable. Continuing students who are eligible to participate in the 2010-2011 Online Housing Selection process cannot transfer/sell their eligibility to any other student.

C. Should the demand for on-campus housing exceed the number of spaces available for returning residents, a lottery system will be used to determine which students will receive housing. Lottery numbers are non-transferrable. The following students are **subject to a housing lottery**, if one is implemented, in the Spring 2010 semester for the 2010-2011 Online Housing Selection process:

- Resident students who transferred to the University, including those who transferred in Fall 2009.
- Resident students who changed campuses from a regional campus to Storrs, including those who changed campuses in Fall 2009.

- Resident students who have lived on campus three (3) or more semesters. Partial semesters, including the current semester, will be included in this count.

The following students are **exempt from a housing lottery**, if one is implemented, in the Spring 2010 semester for the 2010-2011 Online Housing Selection process:

Resident students who were admitted to the Storrs campus as "First Year Students" with housing and have lived on campus fewer than three (3) semesters. Partial semesters, including the current semester will be included in this count.

- Resident students who receive **full** (tuition, fees, room, and board) University funded scholarships.
- Resident students identified by the Honors Program as University Scholars.
- Resident students with documented disabilities that require an on-campus accommodation, as determined by the Center for Students with Disabilities.
- Students returning in Fall 2010 from a University sponsored off-campus program such as Study Abroad, Co-op, or National Student Exchange.

#### 10. Waiting List –

The students listed below will be placed on the on-campus housing waiting list if they submit a housing application. This list is inclusive of, but not limited to:

- Students ineligible for housing selection due to their lottery number
- Commuter students
- Current residents who submit the housing application after the stated deadline
- Campus Change students who have previously lived on-campus at Storrs, or who have missed any Residential Life or campus change approval deadlines
- Readmitted students
- Undergraduate students who have lived on-campus for eight or more semesters
- Graduate students who entered Fall 2009 or after who have lived on-campus for four semesters
- Newly admitted students who submit the housing application after the stated deadline
- Students who declined guaranteed housing or did not apply for housing when they first attended the Storrs campus
- Non-degree students

#### 11. Apartment Subletting -

Subletting is not permitted and evidence of subletting may result in termination of the housing contract. Subletting is defined as permitting any individual, whether receiving monetary compensation or not, other than The Resident to reside in the apartment. The Department of Residential Life reserves the right to determine which individuals qualify to live on-campus.

#### 12. Apartment Bridging Contracts for Charter Oak, Hilltop & Northwood Apartments -

Students returning to the same apartment for a consecutive contract period may request to enter into a short-term "bridge" contract to remain in residence in their assigned apartments for the period between the end of the 2009-2010 Contract to the beginning of the 2010-2011 Contract.

Approval of a request for a bridge contract is not automatic. All of the listed criteria and check-in/check-out procedures must be met (pre-inspection will be required.)

- Apartment requires no significant maintenance, repair, or cleaning based on the Maintenance Inspection.
- The apartment has consistently passed health and safety inspections during the 2009-2010 contract period.
- Student is returning to the same Charter Oak, Hilltop or Northwood Apartment for the 2010-2011 contract period.

Review of bridge contract requests will take place after the Bridging Request has been submitted and students will be notified if the Contract is approved or denied prior to the end of the 2009-2010 contract period.

#### 13. Dining Options -

The board fees have been approved by the Board of Trustees; however, the University reserves the right to make adjustments as appropriate, at any time during the term of this agreement. Any adjustment will be communicated in writing to the student by means of HuskyMail.

**A.** All students residing in undergraduate residence halls are required to purchase a resident meal plan. Students residing in apartments or graduate housing may purchase any meal plan including options available to commuters.

**B.** A meal plan is not transferable. The Resident named on the University ID card must present the card in order to obtain meals or other food. The card may not be used by another individual and may be confiscated for improper use with a follow up meeting with hall staff.

**C.** Changing a meal plan: Once the academic year begins, a selected meal plan may be changed only during the first three weeks of the semester. Please visit [www.dining.uconn.edu](http://www.dining.uconn.edu) for the exact date. To change a meal plan, contact Dining Services at (860) 486-3128.

**D.** Vegetarian meal alternatives are offered at all meals. Kosher and Halal options are available at Gelfenbein Commons.

**E.** If The Resident requires a special diet, he/she should contact Dining Services' manager at the location the resident frequents. Depending upon the nature

of his/her needs, an additional charge may be required.

F. Any person eating in the dining halls is responsible for "bussing" any dishes to the proper drop station in all dining facilities.

G. Food items are to be consumed in the dining rooms. Exceptions such as ice cream, a piece of fruit, a pastry and a beverage may be taken from the dining facility.

H. Students are responsible for their book bags and laptop computers. Dining Services does not allow backpacks etc. within the dining area and is not responsible for stolen items. Students may use the lockers that are available if needed. Alternatively, students may check in his/her bag by filling out a baggage ID tag. Keep the receipt. Upon returning to collect his/her belongings, he/she must show his/her photo ID and receipt.

#### 14. Contract Cancellation -

A. A returning resident who cancels his/her housing (for the following academic year) before June 1, 2009, will not be obligated to pay any part of their fall semester room fee. A resident who retains their status as a Storrs student but cancels housing from June 1-30, 2009, will be responsible for 25% of their fall semester room fee. A resident who cancels from July 1-31, 2009, will be responsible for 50% of their fall semester room fee. A resident who cancels after July 31, 2009, until the first day of classes will be responsible for 100% of their fall semester room fee. After the first day of classes, the contract release policy goes into effect.

B. New spring residents have until the first day of classes to cancel housing without penalty. After the first day of classes, the contract release policy goes into effect.

C. Residents who are removed from on-campus housing due to a disciplinary sanction do not receive a refund of their housing charges.

D. Students released from the contract or who cancel their housing are not guaranteed on-campus housing in the future, and will only be eligible to apply to the waiting list. Students on the waiting list are offered housing if spaces are available after all of the students who are guaranteed housing have been housed.

#### 15. Contract Release - (Including Graduate Housing)

A. The Resident can request release from the Contract, but such releases are subject to the approval of the Director of Housing Services or his/her designee. All requests to terminate the Contract must be submitted in writing by completing a "Request for Release from On-Campus Housing". Forms are available in Residential Life, Wilbur Cross 2<sup>nd</sup> floor. A release will be granted only when it has been determined that circumstances are substantially different from the time the Contract went into effect. Such releases will be considered for the following reasons:

A.1. Academic withdrawal or dismissal from the University, verified through the PeopleSoft System. Refunds are based on the University Refund Schedule. Students who applied for and were assigned to on-campus housing but withdraw from the University will be given 24-hours from the effective withdrawal date to officially check-out of his/her residential assignment. After this 24-hour-period, students will be charged a daily housing rate until The Resident has officially checked out of the halls.

A.2. December Graduates (Refer to Letter E).

A.3. Affiliation with University of Connecticut programs that are outside a reasonable commuting distance from campus (e.g., Study Abroad, internships, Co-op, student teaching).

A.4. Extreme, unanticipated financial hardship not present or known at the onset of the Contract.

A.5. Serious medical or health problems that are directly related to and/or cannot be accommodated successfully in any on-campus living option.

A.6. Husky Village contract releases must also be approved by the organization as this may result in a financial burden to the fraternity/sorority. A release approved from an organization, may result in The Resident being reassigned elsewhere on-campus.

B. Supporting documentation must be submitted with the "Request for Release from On-Campus Housing" form. A release will only be granted if it is determined that the situation cannot be relieved by relocating the student to other on-campus housing.

C. Reducing course load from full-time to part-time does not automatically constitute grounds for release from this contract.

D. Residents who retain enrollment, yet move out of an on-campus housing assignment without having been approved for a contract release are liable for all room and dining fees remaining on the student fee bill. Returning keys to University staff does not constitute the approval of a release from *The 2009-2010 On-Campus Housing Contract*.

E. Students who are released from *The 2009-2010 On-Campus Housing Contract* at the end of the fall semester must move out of their on-campus assignment by the designated closing time on fall graduation day and are not entitled to a refund of any portion of the fall housing fees.

F. Students released from *The 2009-2010 On-Campus Housing Contract* are not guaranteed on-campus housing in the future, and will only be eligible to apply to the waiting list. Students on the waiting list are offered housing if spaces are available after all of the students who are guaranteed housing have been housed.

#### 16. Liability/Responsibility for Personal Property -

The University assumes no legal obligation for damage, theft, or loss of personal property. The Resident is responsible to protect and secure any personal property located within any on-campus assignment and is encouraged to obtain appropriate insurance.

**17. Damages and Upkeep of Facilities -**

- A.** The Resident is expected to reasonably maintain his/her assigned living space relative to order, cleanliness, and safety. The Resident will be held financially accountable for the repair or replacement cost of any damage to the University's room or furnishings therein, and may be subject to disciplinary action. When two (2) or more residents occupy the same room/apartment and responsibility cannot be ascertained, the damage charge will be assessed equally among the residents.
- B.** Writing on doors is prohibited. If damages to the exterior surface of a room door occur due to vandalism, The Resident(s) must inform a hall staff member of the incident within 24-hours. This will enable The Resident to contest responsibility for the charges.
- C.** The Resident agrees that no alterations, repairs, or modifications will be made to the permanent structure and fixtures of the room, including but not limited to: walls, doors, furniture, bathroom facilities, windows, and other equipment in the room. Painting of rooms, apartments or any common area is prohibited.
- D.** The Resident assumes responsibility for the daily care and cleaning of his/her room/apartment and its furnishings, and for maintaining acceptable sanitation and safety conditions. Periodic cleanliness inspections will be made. He/she also agrees to use all public areas in a mature and responsible manner and to help in assuring safety and cleanliness.
- E.** The Resident agrees not to duplicate any issued keys. If a key is lost, The Resident agrees to immediately notify the Complex Office and to pay charges associated with key and lock core replacement. The Resident is not permitted to borrow keys that have not been assigned to them by the University or to give their keys to other individuals.
- F.** Relative to public and common area damages (e.g., bathrooms, lounges, hallways and apartment/suites living rooms) where responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided among the occupants of the residence hall or floor area.
- G.** The Resident agrees to keep all maintenance closets and panels accessible at all times.

**18. Check-In and Check-Out -**

- A.** Specific check-in information will be provided to all resident students via the Residential Life website ([www.reslife.uconn.edu](http://www.reslife.uconn.edu)). A resident checking-in after the stated arrival period, must notify the University (Residential Life) prior to the stated check-in time.
- B.** The Resident is required to vacate and remove all personal belongings from his/her assigned room upon termination of *The 2009-2010 On-Campus Housing Contract*. When a resident moves from a residential area or when a room change is made, keys must be returned directly to a staff member.
- C.** Each resident is given a room key and electronic card access through their ID card or a key to the outside/foyer door. If The Resident loses his/her room key, or fails to return keys upon vacating the room, he/she will be charged accordingly.
- D.** If The Resident fails to check out of his/her room with a staff member upon vacating that room, he/she forfeits the opportunity to contest room damages.
- E.** Residents who owe an outstanding balance on their student fee bill and/or who have not submitted verification of their meningitis vaccination may not be allowed to check into on-campus housing. Residents who have not officially checked-in to their on-campus housing assignment cannot occupy any on-campus space in any capacity.
- F.** Residents granted a contract release must follow check-out procedures and must remove all belongings. Failure to do so may result in a reduction of refund if one is due, or may result in additional housing charges.
- G.** Student belongings, left in the residential facilities at the end of the contract term, will be immediately disposed of which may result in a cleaning charge.

**19. Room Entry/Inspection -**

The University will strive to respect the privacy of The Resident. A goal of the University is to preserve the health and safety of The Resident while maintaining an environment that facilitates safety and scholarship. With this in mind, at times it may be necessary for the University to enter a student's room, or for University staff to escort non-University personnel to an apartment or residence hall room. Reasonable efforts shall be made to notify The Resident(s) in advance of any entry. Staff members will not enter a student's room without consent of a resident except as follows: (a) repairs, maintenance, building systems and building support inspections, facility improvements; (b) recovery of University/State-owned property not authorized for use in the assigned space; (c) fire, health and safety, and cleanliness inspections made periodically, as well as at hall closing/vacation periods; (d) when there is reliable information that an emergency exists (including but not limited to fire, accidents, sickness, or danger to the health and welfare of residents); and (e) when there is reliable information that a University policy is being violated. The University reserves the right to remove any items not in conformity with its policies.

**20. Lead Paint -**

Housing built before 1978 may contain lead-based paint. Lead from paint, chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling as required by U.S. Law. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

At the University of Connecticut, Mansfield Apartments, Northwood Apartments, and other apartments in various residence halls were constructed prior to 1978. In compliance with this act this is to inform The Resident that:

**A.** The University has no knowledge of the presence of lead-based paint or lead-based hazards in these apartments.

**B.** The University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in these apartments.

Upon occupying an apartment that was constructed prior to 1978, The Resident will be supplied with a pamphlet, *Protect Your Family From Lead in Your Home*, published by the EPA pertaining to lead-based paint hazards. Please contact the Department of Residential Life at 860-486-5249 to obtain this pamphlet in a language other than English. The pamphlet is available in the following languages and can be downloaded from the EPA site:

English Version: <http://www.epa.gov/lead/pubs/leadpdf.pdf>

Arabic Version: [http://www.epa.gov/lead/pubs/pyf\\_arabic.pdf](http://www.epa.gov/lead/pubs/pyf_arabic.pdf)

Somalia Version: [http://www.epa.gov/lead/pubs/pyf\\_somali.pdf](http://www.epa.gov/lead/pubs/pyf_somali.pdf)

Spanish Version: <http://www.epa.gov/lead/pubs/leadpdfs.pdf>

Russian Version: [http://www.epa.gov/lead/pubs/pyf\\_russian.pdf](http://www.epa.gov/lead/pubs/pyf_russian.pdf)

Vietnamese Version: <http://www.epa.gov/lead/pubs/leadvn.pdf>

## 21. Rules and Regulations -

The policies for on-campus housing are designed to protect the resident within an environment that promotes personal and academic achievement. In addition to the expectations of the Student Code, the following policies, procedures, and guidelines are designed to enhance the residential community:

### A. Alcohol:

**A.1. Alcohol: General Policies** - Providing alcohol to a minor is prohibited. Behavior which is potentially harmful to oneself or others or which disturbs the learning and/or living environment at the University because of the use, sale, service or possession of alcohol is prohibited. Guests are prohibited from bringing alcohol into any on-campus housing. Open containers and/or consumption of alcohol in public areas (bathrooms, hallways, lounges, outside, stairs etc.) are prohibited. The abuse of alcohol as well as public intoxication, regardless of age or where it was consumed, is a violation of this contract.

**A.2. Alcohol: Excessive Amounts** - Any one (1) resident age 21 or older cannot possess more than one 12 pack of beer, or 1 liter of wine, or 1 liter of liquor (80 proof maximum) in their room or apartment at one time. For example, in a double room or apartment (where two (2) residents are present and both are age 21 or older), the maximum quantity of alcohol allowed is a 24 pack of beer, or 2 liters of wine or 2 liters of liquor (80 proof maximum) in their room or apartment at one time. In a quad room or apartment (where four (4) residents are present and all four (4) are age 21 or older), the maximum quantity of alcohol allowed is a 48 pack of beer, or 4 liters of wine or 4 liters of liquor (80 proof maximum) in the room or apartment at one time. These amounts are restricted to personal use.

**A.3. Alcohol: Common Source** - Alcohol containers and paraphernalia (beer balls, tables used for beer pong, funnels, kegs, games or other items that promote the consumption of alcohol, etc.) are prohibited and may be disposed of or confiscated.

**A.4. Alcohol: Underage Residents** - Possession and/or consumption of alcoholic beverages is prohibited by residents who are under the age of 21. The possession or presence of empty alcohol containers where all residents are under the age of 21 may be viewed as evidence of possession or consumption of alcoholic beverages.

### B. Appliances:

**B.1. Appliances: Student Rooms** - UL approved appliances such as coffee makers, popcorn poppers, and microwave ovens of 700 watts or less are permitted for use in student rooms, and must be plugged directly into the wall. Any open elements, such as toaster ovens, George Foreman Grills, toasters, electric frying pans, etc. are not permitted for usage in students rooms. Refrigerators (120 volts, 2 amps) are permitted and must be UL approved, equipped with a three-prong rounded (grounded) plug, 36 inches in height or less, and must be maintained in a safe and sanitary condition. Refrigerators should not be stored in freestanding wardrobes. UL approved appliances are limited to one per room. Halogen and incandescent lamps, as well as plastic lamp shades are not permitted. Use or possession of open flame appliances is prohibited in all on-campus housing. Heaters, air conditioners and ceiling fans that are not provided and/or approved through the University (Residential Life) are not permitted.

**B.2. Appliances: Charter Oak, Hilltop, Mansfield & Northwood Apartments, Husky Village, and Graduate Residences** - Within the kitchen area only, UL approved appliances such as coffee makers, popcorn poppers, toasters, toaster oven, hot plates, electric grills/skillets, George Foreman Grills, microwave ovens, crock-pots, rice cookers, vegetable steamers, etc. are permitted and must be plugged directly into the wall. Halogen and incandescent lamps, as well as plastic lamp shades are not permitted. Use or possession of open flame appliances is prohibited in all on-campus housing. Heaters, air conditioners and ceiling fans that are not provided and/or approved through the University (Residential Life) are not permitted.

**C. Commercial Enterprises:** Conducting any business or commercial enterprise is prohibited in on-campus housing.

**D. Data Connectivity:** Residents must abide by the internet usage policies of the University when using internet connections in on-campus housing.

**E. Drugs:** The unauthorized use, possession, sale, and/or distribution of controlled substances including narcotics and illegal drugs, as defined by university policy, state and federal laws, are prohibited. Drugs or drug-related paraphernalia is prohibited and may be confiscated and used as evidence.

**F. Egress:** Direct egress from the rooms, hallways, or stairwells may not be blocked. Student rooms should be arranged to permit direct access from all areas to the doorway. Obstructions like carpet, behind the door shoe racks or furniture should not deter egress from room or prevent the door from latching.

### G. Fire Safety:

**G.1. Fire Safety:** Candles/incense – Candles and/or incense are prohibited in all on-campus housing. Residents found responsible for burning candles and/or incense may be removed from on-campus housing.

**G.2. Fire Safety: Combustibles** - Combustibles, flammable liquids and substances of any type (e.g., fuel, kerosene, propane, oil, open paints/thinners, Sterno, charcoal) are prohibited. Charcoal or gas stoves (e.g. Coleman stoves, Hibachis) and/or lamps, gasoline motors of any type, including motorcycles and mopeds are prohibited. Art students (and others engaged in art projects) may retain small quantities of materials necessary for their work, providing these are kept safely in a small metal box.

**G.3. Fire Safety: Failure to Evacuate** - Immediate evacuation when an alarm sounds is mandatory and re-entry into a building before an alarm is silenced

or staff authorization is given is prohibited.

**G.4. Fire Safety: Fire Safety Equipment** - Arson, the setting of fire, tampering with, or misuse of fire safety equipment (including automatic door closures, smoke detectors, sprinkler heads, fire-alarm systems, fire-fighting equipment, or building security systems) is prohibited and illegal, including the covering or removal of smoke detectors.

**G.5. Fire Safety: Other Fire Hazards** - Tapestries and/or room decorations affixed to or suspended from the ceiling are prohibited. The use of extension cords or multi-receptacle outlets with the exception of UL listed power strips with surge protectors is prohibited. UL listed power strips must be plugged directly into the wall. Storing items, including bicycles, in stairwell & hallway areas is prohibited.

**H. Firearms, Weapons and Dangerous Devices:** The possession of firearms, ammunition, and any weapons including but not limited to knives, bows, guns, BB guns, paint ball guns, soft air guns, slingshots, and launching devices, is prohibited in on-campus housing. This also extends to any projectile objects, firecrackers, gunpowder and other explosive or potentially dangerous objects.

**I. Furniture:** Misuse of University property, including possession of common area furniture in on-campus housing is prohibited and may result in a minimum charge of \$25.00 to return the property. Resident(s)/Chapter(s) shall maintain the University's furniture in the condition it was received, reasonable wear and tear accepted, throughout the duration of this contract. Room furniture must be assembled in a safe manner according to the manufacturer's design. Resident(s)/Chapter(s) shall neither disassemble nor remove any furniture or fixture provided with the room/suite/apartment/house. Oversized and/or heavy furniture, including, but not limited to, homemade lofts, bars, tables, water-filled furniture, and waterbeds, are prohibited. Furniture, equipment, or decorative items may not be removed from the community center, lounges, or other public areas without the written permission of the University (Residential Life). Furniture may not be placed in hallways or stairwells. The use of temporary and/or permanent hot tubs is prohibited. University furniture must remain in its designated location and may not be removed. Direct egress from the rooms, hallways, or stairwells may not be blocked.

**J. Gambling:** Gambling is prohibited in on-campus housing.

#### **K. Guests:**

**K.1. Guests: General Policies (applicable to all residential areas)** - Anyone not assigned to the specific room/suite/apartment/house is considered a guest. All guests must be escorted through the building by the resident host. Residents are expected to take reasonable action to prevent guests from violating University policies. Residents may be held accountable for behaviors and/or damages caused by the resident's guests. Residents should consult with the roommates/suitemates/apartmentmates/housemates when inviting guests. Residents must strictly respect the privacy of all fellow residents and fellow residents' right to normal use of their assigned facilities. In locations where single-gender restrooms exist, guests of the opposite gender are required to use authorized facilities that are located on the respective floors or in public areas. Guests must be able to identify whom they are visiting and provide a picture ID and shall not be left in the room unattended. University staff members may require guests to leave the premises, as well as to deny any residential student the privilege of hosting guests. During special events/periods of time, the University may further limit the number of guests allowed in on-campus housing.

**K.2. Guests: Overnight Guests** - Any guest who remains in on-campus housing past 12:00 am is considered an Overnight Guest. Overnight Guests must be registered with the staff and obtain an Overnight Guest pass, which must be carried at all times and be presented to staff upon request. No resident will be allowed more than two overnight guests at one time. Any Overnight Guest requires the approval of the roommate(s). No Overnight Guest may stay more than three (3) consecutive days without the permission of the roommate and the Hall Director or Community Director. No individual may stay as an Overnight Guest in on-campus housing for more than 15 days total in a given semester. Persons who have been removed from on-campus housing for any reason may not return as Overnight Guests following their removal.

**K.3. Guests: Maximum Occupancy (applicable to all residential areas except Husky Village)** - No more than two (2) guests per one (1) resident (who is present) are permitted in a student room/suite/apartment at any given time unless otherwise approved by the University (Residential Life). In Husky Village, the Chapter may have no more than 15 guests on the premises at one time unless otherwise approved by the University (Residential Life).

**K.4. Guests: Social Gatherings** - It is prohibited to publicize/advertise social gatherings or parties to the campus community. The resident host must be in attendance at the social gathering. Should a resident host determine that guests at the gathering are not in compliance with University policies, the resident host is responsible for contacting University staff for assistance.

**L. Identification:** Residents are expected to provide proper University identification when requested by a staff member or other University official. Residents must comply with the reasonable directions of staff in the performance of official staff duties.

**M. Lounges and Recreation Areas:** Lounges and recreation areas are for the exclusive use of the building residents and their guests unless authorized by University (Residential Life) staff. Some designated spaces may be reserved through the University (Residential Life). No resident or guest may use a lounge for sleeping or overnight accommodations.

**N. No Smoking:** Connecticut State Law prohibits smoking in state-owned buildings. Smoking is not permitted within 25 feet of a residence hall.

**O. Pets:** Pets, including visiting pets, are prohibited in on-campus housing. Aquarium fish in tanks not to exceed 10 gallons are approved. Service dogs, where appropriate, may be approved by the University (Residential Life).

#### **P. Quiet/Courtesy Hours:**

**P.1. Quiet hours.** Quiet hours are times when conversations, music, and other noises must be kept at a low level and should not be heard outside of the resident's room/suite/apartment/house. Minimally, quiet hours are from 10:00 pm to 7:00 am Sunday to Thursday and from 12:00 am to 7:00 am Friday and Saturday. Residents must observe quiet hours both inside and outside of on-campus housing.

**P.2. Courtesy hours.** Courtesy Hours are all hours outside of posted Quiet Hours. Residents are expected to be considerate of their neighbors during all hours of the day. Residents approached for noise are expected to comply with the request as if it were Quiet Hours.

**P.3. Exam quiet hours.** During all exam periods, quiet hours are in effect for 24 hours.

**Q. Resident Responsibility:** Residents assume total responsibility for their room/suite/apartment/house and for the behavior and activities which occur within all assigned living areas.

**R. Roofs and Ledges:** Unauthorized presence on rooftops, window ledges, outer ledges, and areas marked for restricted access (interior or exterior) in on-campus housing is prohibited.

**S. Safety and Security:** Safety and Security is a shared responsibility of the University staff and residents. Residents should always carry and never lend their University Identification Card (ID), room keys, or room combinations, etc. All residential areas are secured no later than 10:00 pm, (some areas are secured 24-hours a day). Residents should always lock their room/suite/apartment/house doors. When exiting on-campus housing through locked exterior doors, residents are responsible for leaving the doors locked. Residents are prohibited from "propping" doors.

**T. Solicitation:** Door to door solicitation is prohibited with the exception of those approved by the University (Residential Life) (see policy at [www.reslife.uconn.edu](http://www.reslife.uconn.edu)).

**U. Canvassing:** Canvassing is prohibited in and around the residence halls and apartment facilities managed by Residential Life, except for the purposes of political canvassing as outlined at [www.reslife.uconn.edu](http://www.reslife.uconn.edu).

**V. Sports:** Any sport related activity (including but not limited to: ball playing, rollerblading, skateboarding, waterfighting, playing darts, etc.) and activity which could cause personal injury or cause damage to property is prohibited within on-campus housing. Snowball throwing and/or snowball fighting are prohibited in or around on-campus housing.

**W. Windows:** Residents are prohibited from placing or suspending items out of windows (such as banners, clothing, signs, etc.). Residents are prohibited from throwing objects outside of any windows. The removal of a screen from a resident's room or in public areas of on-campus housing is prohibited. Opening security screens is prohibited, except in an emergency.

**22. The following fees have been approved by the Board of Trustees:**

Rate	Room Type	Semester/Year
<b>Rate 1</b>	Regular Double* Triple - Traditional Residence Hall Quad - Four Person Room Northwood Apartments (2 Bedroom/3 Person) - Undergraduates	\$2,698/\$5,396
<b>Rate 2</b>	Busby/Garrigus Suites Triples	\$2,852/\$5,704
<b>Rate 3</b>	Busby/Garrigus/South Suites Doubles Graduate Residences Husky Village Mansfield Apartments Northwood Apartments (Single in 2 Bedroom/3 Person) – Undergraduates Northwood Apartments (2 Bedroom/2 Person) – Graduate Students Regular Single Shippee C Section	\$3,178/\$6,356
<b>Rate 4</b>	Busby/Garrigus/South Suites Single Charter Oak/Hilltop Apartments (2 Bedroom/4 Person) Hilltop Apartments Efficiency (2 Person)	\$3,502/\$7,004
<b>Rate 5</b>	Charter Oak/Hilltop Apartments (4 Bedroom/4 Person) Hilltop Apartments Efficiency (1 Person)	\$4,520/\$9,040
<b>Family Housing</b>	Northwood Apartments (2 Bedroom) – Family Unit	\$974.10 per month

Resident Meal Plans	Semester/Year
Ultimate Plan	\$2,362/\$4,724
Value Plan	\$2,253/\$4,506
Custom Plan	\$2,138/\$4,276

\*A \$195/week housing fee will be assessed for residents who remain in McMahon Residence Halls during Winter Break.

**23. This contract is subject to revisions. Students will be notified in writing, via HuskyMail, of any revisions made during the period covered by this agreement.**

**24. General Contracting Terms -**

**Statutory Authority:** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

**Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

**Limitation of Liability:** The University assumes no legal obligation for damage, theft, or loss of personal property. The Resident is responsible to protect and secure any personal property located within any on-campus assignment and is encouraged to obtain appropriate insurance.

**Claims:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**Emergency Repossession:** The University reserves the right to repossess student rooms and residence hall facilities in the event of an epidemic or other emergency.

## The 2009-2010 On-Campus Housing Contract - Northwood Family Housing Addendum

University of Connecticut • Division of Student Affairs • Department of Residential Life • 233 Glenbrook Rd • Unit 4022  
Wilbur Cross Building Room 201 • Storrs, CT 06269-4022 • (860) 486-3430 phone • (860) 486-6191 fax • [www.reslife.uconn.edu](http://www.reslife.uconn.edu)

**Northwood Apartments are University owned and operated dwellings that house a variety of individuals including undergraduate students, single graduate students and married or domestically partnered students. Based on availability, apartments designated for married and domestically partnered students are intended to provide a space for newly admitted students to reside.**

### 1. Definition -

Residents or potential residents of Northwood Apartments who are married or domestically partnered with or without dependent children (or single with dependent children) fall under this *Addendum* and will be considered residents of Northwood Apartments Family Housing. One resident student signing *The 2009-2010 On-Campus Housing Contract* per apartment will be considered the primary resident of the apartment. All residents of Family Housing, including non-students are expected to abide by regulations in *The 2009-2010 On-Campus Housing Contract* and this *Addendum*. Failure to adhere to the policies and procedures in both documents could result in a cancellation of the housing contract and removal of the student, and all occupants of the assigned unit, from the Northwood Apartment complex.

### 2. Academic Eligibility –

**A.** Any full-time student who is enrolled at the Storrs campus of the University of Connecticut may enter into this contract. Priority is given to full-time degree seeking students. Residents that change from full-time status to another status during the contract period are not relieved of their responsibilities under this contract.

**B.** The primary graduate student within a Family Housing apartment unit must maintain at least a half time (50%) assistantship, as defined by their academic department. This must be verified annually with the Department of Residential Life.

### 3. Dependent Status Verification -

**A. Verification of Partnership:** If students residing in Family Housing do not have dependent children, they must provide documentation of their partnership via one of the following methods:

Government-issued documentation of marriage

Government-issued documentation of domestic partnership

Government-issued documentation of civil union

Completed State of Connecticut *Domestic Partner Affidavit*, available at <http://www.hr.uconn.edu/forms.html>

**B. Documentation of Dependent Child(ren):** One of the following forms of identification must be provided for each dependent child residing in Family Housing:

Birth certificate

Proof of legal guardianship

**4. Length of Contract -** Families residing in Family Housing may remain in housing for a maximum of 2 calendar years (defined July 1 – June 30). Students must submit an additional application in order to be eligible for a second year of their contract and must continue to meet eligibility requirements. Contracts cannot be transferred from one spouse/partner to another.

**5. Billing -** Rent is calculated monthly and billed to the primary resident on their University fee bill. The monthly housing payment of \$974.10 is due by the 10<sup>th</sup> day of each month. A \$50.00 late fee will be assessed each time a monthly payment is not received on time.

Residents scheduled to check into a Northwood Family Unit between and inclusive of the first day of the month and the fourteenth day of the month will be charged for the entire month's rental fee. For example, if a family is scheduled to check in before the fifteenth day of the month but does not actually check in until after the fifteenth of the month, the fee will still be assessed for the full month.

Family residents scheduled to move in between and inclusive of the fifteenth day of the month until the last day of the month will be charged for one half of the month's rental fee. However, if a family is scheduled to check in after the fifteenth of the month and actually checks in before the fifteenth of the month, a fee will be assessed for the entire month's rental fee.

**6. Apartment Furnishings -** Family Housing units are unfurnished with the exception of a stove and refrigerator.

**7. Apartment Assignment -** The Department of Residential Life reserves the right to modify housing assignments as necessary.

**8. Acceptance of Apartment Offer -** Potential residents must respond to apartment offers within 10 days. After that point, an applicant will be removed from the waiting list and will need to reapply.

**9. Lead Paint -** Housing built before 1978 may contain lead-based paint. Lead from paint, chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling as required by U.S. Law. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

At the University of Connecticut Mansfield Apartments, Northwood Apartments, and other apartments in various residence halls were constructed prior to 1978. In compliance with this act this is to inform you that:

**A.** The Department of Residential Life has no knowledge of the presence of lead-based paint or lead-based hazards in our housing.

**B.** The Department of Residential Life has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in our housing.

Upon occupying an apartment that was constructed prior to 1978, you will be supplied with a pamphlet, *Protect Your Family From Lead in Your Home*, published by the EPA pertaining to lead-based paint hazards and sign acknowledging receipt of this document. Please contact us at 860-486-5249 if you require this pamphlet in a language other than English. The pamphlet is available in the following languages and can be downloaded from the EPA site:

English Version: <http://www.epa.gov/lead/pubs/leadpdf.pdf>

Arabic Version: [http://www.epa.gov/lead/pubs/pyf\\_arabic.pdf](http://www.epa.gov/lead/pubs/pyf_arabic.pdf)

Somalia Version: [http://www.epa.gov/lead/pubs/pyf\\_somali.pdf](http://www.epa.gov/lead/pubs/pyf_somali.pdf)

Spanish Version: <http://www.epa.gov/lead/pubs/leadpdfs.pdf>

Russian Version: [http://www.epa.gov/lead/pubs/pyf\\_russian.pdf](http://www.epa.gov/lead/pubs/pyf_russian.pdf)

Vietnamese Version: <http://www.epa.gov/lead/pubs/leadvn.pdf>

**10. Subletting** - Subletting is not permitted for residents of Family Housing and evidence of subletting may result in the termination of the housing contract. Subletting is defined as permitting any individual, whether receiving monetary compensation or not, other than documented and approved immediate family members to reside in the apartment. The Department of Residential Life reserves the right to determine which individuals qualify for Family Housing.

**11. Mail** - Mail service is provided directly from the United States Postal Service (USPS), and Residential Life staff do not have access to mailboxes. Upon moving, a change-of-address should be filed with the USPS. Campus mail cannot be received at Northwood Apartments.

**12. Keys** - Keys are issued for foyers, apartments and mailboxes for the primary resident living within a Family Housing unit. This resident may provide keys to dependent residents (but not guests) residing in the unit and assumes all responsibility for their care.

**13. Storage Facilities** - Storage is not available in Family Housing, with the exception of the outdoor storage shed assigned to each unit. The shed may be opened using the apartment key.

**14. Occupancy** - Occupancy in the Northwood Family Housing is limited to four people.

**15. Extended Guest Limits** - Family Housing residents can request approval for direct family members to remain in their Family Housing unit for a period of time beyond those limits defined in *The 2009-2010 On-Campus Housing Contract*. These approvals must be given by the Apartment Complex Office (860-486-5558). No guest in Family Housing may claim the Northwood Apartments address as their own. Extended guests are limited to two (2) at one time and are considered guests of the primary resident.

**16. Care for Dependent Children** - Residents of Family Housing are responsible for the behavior of all dependent children. Children under the age of 13 may not be left alone in an apartment or on Family Housing grounds.

**17. Status/Situational Updates** - Residents of Family Housing are obligated to notify the Department of Residential Life should there be any changes to their documentation and/or eligibility.

**18. Snow Removal** - To facilitate snow removal, University staff or outside snow removal contractors may request vehicles be moved temporarily.

**19. Contract Release** - Students must apply for a contract release via the criteria outlined in *The 2009-2010 On-Campus Housing Contract*. Residents approved to be released from the contract must make an appointment with a Resident Assistant to check out and return keys. Failure to do so will result in the inability to contest damage billing charges along with a lock change charge.

**20. Air Conditioners** - Students who registered and had an air-conditioning unit installed prior to August 1, 2008 can continue to keep these units in the windows. The student will pay an additional \$75.00 a year to cover the increased cost of electricity. For all other tenants, private air conditioning units are prohibited unless deemed necessary as a medical accommodation, determined by the Center for Students with Disabilities. Students requesting this or any medical accommodation must register with the Center for Students with Disabilities and submit supporting documentation.