

## 2009-2010 Clemson University Housing Contract

CLEMSON UNIVERSITY  
STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

This contract is an agreement between Clemson University and the individual, herein referred to as "student", meaning any enrolled student, or "resident", meaning any person living in University-owned housing, student or non-student. It entitles the resident to the use of University Housing accommodations only in such a manner as set forth herein and in the attached addenda. It does not constitute a commitment of admission or enrollment to the University. The terms, conditions and policies of this contract and any attached addenda are fully binding upon any person living in University owned housing from the time of signature through the contract period.

This contract may be terminated only under the conditions specified herein and in the attached addenda. All residents and their parents or guardians are urged to read carefully the policies, terms and conditions of this agreement. If the resident is under 18 at the time the contract is signed, a parent or guardian must co-sign this contract.

Clemson University does not discriminate against any individual or group of individuals on the basis of age, color, disability, gender, national origin, race, religion, sexual orientation or veteran's status. Residents are housed in same-gender rooms, suites, or apartments.



Executive Director Of Housing

### University Housing Policies and Regulations

#### 1. Eligibility for Residency.

Any enrolled student is eligible to live in University housing under the provisions of this contract, provided that space is available as determined by the needs of the Housing Office. Non-students may also be housed under the provisions of this contract as needed and deemed appropriate by the Housing Office.

**All unmarried freshmen who are under the age of 21 at the time of enrollment who do not live with parent(s) or guardian(s) [within a 50-mile radius of campus] are required to live in University-owned housing for the fall and spring semesters.**

For the purpose of this agreement, transfer students are not considered freshmen. Transfer students are housed on a space available basis.

## **2. Right of the University to Refuse Housing or Cancel Contract.**

(a) The University reserves the right to refuse admission or readmission to University housing, to require an assignment location change, or to cancel the contract altogether, for a student's failure to meet academic requirements, or any resident's failure to comply with University and/or University Housing policies and regulations.

(b) The contract may be cancelled by the University in the event that the resident is criminally convicted by civil authorities. Additionally, SC law (Section 23-3-465) prohibits any individual who is a registered sex offender from living in campus housing at any public institution of higher learning. Any resident who is registered or becomes registered on the sex offender registry will have his/her housing contract immediately terminated. In all such cases above, there will be no refund of prepaid rent.

(c) In the event accommodations assigned to the resident are destroyed or otherwise made unavailable and the University does not furnish other accommodations, the contract shall terminate; all rights and liabilities of the parties hereto shall cease; and prepaid rent shall be refunded on a prorated basis as of the date accommodations became unavailable.

## **3. Assignment of the Contract.**

The University Housing Contract is personal and may not be transferred or assigned to another person. The space may not be sublet.

## **4. Assignment of Space.**

(a) University Housing reserves the right to fill all available bed space. Where there is a vacant space, the remaining resident(s) must maintain the area in a manner that would allow another resident to move in immediately. Failure to do so will result in a \$50 charge.

(b) University Housing reserves the right to require a resident to move to a different campus housing assignment when deemed necessary by housing officials for reasons such as, but not limited to, maintenance or closure of an area, changes in programming, crisis or emergency situations, Student Conduct Code violations or occupancy management needs.

(c) The University reserves the right to assign residents to "Overflow" accommodations including, but not limited to, converted study or utility rooms, student staff rooms, triples or off-campus accommodations in the event regular spaces are not available.

## **5. Room Change.**

Residents may submit requests for housing assignment changes during designated periods. A \$50 fine will be levied against residents moving out of, into, or within University housing without having proper authorization from the Housing Office. Once a housing change has been approved, the resident must move or he/she will be charged \$50.

## **6. Responsibility for Personal Property.**

The University does not assume any legal or financial obligation for any resident's personal property that may be lost or damaged in its buildings or on its grounds. Residents or their parents are encouraged to obtain appropriate insurance to cover such losses.

## **7. Responsibility for the Room/Apartment.**

(a) The resident is responsible for the condition of the assigned space and shall reimburse the University for all damage to the space and damage to or loss of fixtures, furnishings or properties furnished under the contract. No alterations may be made to the area or furnishings provided by the University. All furniture in each room/apartment at the time of move in must stay there for the duration of residency. Residents may not remove, store or trade furnishings from their assigned space. There is a \$50 charge for violating this policy. Additional furnishings brought into the room/apartment by the resident(s) must be freestanding and clear of all existing furniture, fixtures and walls.

(b) Each resident is required to complete a Resident Room/Apartment Property Certificate (RPC) and return it to the resident assistant (RA) within 24 hours of beginning occupancy.

(c) When occupancy is terminated, residents must follow proper checkout procedures. A Housing staff member will inspect the area and assess for damages or missing property. Residents vacating housing without following this procedure will be charged \$50, plus the cost of replacement or repairs resulting from damages inflicted during occupancy. If cleaning is necessary, cleaning charges will also be assessed. If a student chooses the Express Checkout option, all rights to appeal any cleaning, damages, missing furniture or similar charges are waived.

## **8. Responsibility for Communal Areas and Property.**

Communal areas and property includes, but is not limited to, hallways, baths, stairwells, elevators, lounges, study rooms, utility rooms, laundries, kitchens, lobbies, porches, courtyards, and related area spaces. Residents are expected to take every precaution to assure that communal property is not abused. In halls or areas where the University has determined that there is abuse or destruction of University property and the responsible individual(s) cannot be identified, all residents may be held responsible for paying a prorated portion of repair and/or replacement costs. Where organizations or programs have exclusive use of an area, such as fraternities and sororities, those organizations are responsible for reimbursing the University for the cost of repairs from damages to communal property if the responsible individual(s) cannot be identified. Where it is determined that organizations or programs are not in support of University Housing regulations, they will lose exclusive use of the area.

## **9. Possession, Display and Consumption of Alcohol & Other Illegal Substances.**

Alcohol may be possessed and consumed only by persons age 21 and older and only in their private living space (defined as the interior of a room or apartment). Alcohol may not be consumed or containers displayed in any public area (defined as any area outside

of your private room/apartment). Kegs and other alcohol dispensing equipment are not allowed in any housing area, including private rooms/apartments. Possession, consumption or display of alcohol or alcohol containers is prohibited in any area designated as "alcohol-free". No items may be displayed in or attached to room windows in a fashion such that they are in view through a window. This rule includes, but is not limited to, alcohol signs, cans, bottles and posters.

State and federal law, as well as the Student Code of Conduct, prohibits the possession, distribution or sale of illegal drugs. University Housing further prohibits the possession of items characterized as drug paraphernalia, ie: bong, clips or other items whose appearance in a room would indicate the presence of drugs or drug use.

### **10. Cooking/Food Preparation.**

(a) Residence Halls: The ability to cook/prepare food in residence halls is very limited. Residents may prepare food in the hall kitchen areas. However, cooking in rooms/suites is limited to what can be prepared with thermostatically controlled percolators, hot air popcorn poppers or microfridges. Any residence hall resident who possesses or uses in their room any cooking device other than those listed above will be fined \$50 and be required to remove the appliance. Microwave ovens are allowed in hall kitchens only. However, residents assigned to rooms/suites may use the combination microwave/refrigerator (microfridge) available for rent through a program sponsored by Student Government. Students may have a refrigerator in their room if it is 3.6 cubic feet or smaller.

(b) Apartments: Most normal kitchen appliances, including microwave ovens, may be used in apartment kitchens.

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

### **11. Electrical Equipment and Appliances.**

Residents may not alter or repair any electrical equipment or fixture provided by the University. Defects in electrical equipment or wiring should be reported to the Housing Facilities Office by calling (864) 656-5450. If more than two appliances or two appliances with a cumulative wattage of more than 1500 watts are plugged into a single wall outlet, a U.L. approved power strip with a built-in circuit breaker must be used. If the power strip is approved for multi-outlet use, then two power strips per wall outlet may be used allowing four power strips per room. Extension cords must not be used in succession, or in conjunction with, power strips. Extension cords shall not be used as a substitute for permanent wiring. Space heaters, window air conditioner units, ceiling fans and similar items are prohibited.

### **12. Communications Services.**

TV outlets and individual data ports are provided in all rooms and apartments. Basic satellite TV service and Internet access through the Clemson data network are both

provided at no extra charge. Residents may not alter the existing wiring for any of these services and must provide their own reception devices (ie, TV and/or computer). Wireless routers are prohibited in University-owned housing. Exterior antennas and satellite dishes are not permitted.

### **13. Firearms, Explosives, Fireworks, and Flammable Materials.**

The possession, storage or use of firearms, pellet guns, bows and arrows, paint-ball guns, slingshots, explosives, fireworks, candles, halogen lamps, incense, dangerous chemical mixtures, propelled missiles or similar items is prohibited.

### **14. Fire Safety.**

Evacuation of University buildings is mandatory when a fire alarm sounds. Sounding of false fire alarms or tampering with fire fighting or safety equipment, including fire extinguishers, fire sprinklers and connecting pipes, EXIT signs and the alarm system is prohibited.

### **15. Restricted Areas.**

The roofs, ledges, attics and mechanical/electrical equipment rooms of all University-owned buildings are strictly "off limits" to all residents.

### **16. Security.**

(a) Entrances to all residence halls are regulated by a card access system. Guests at residence halls must enter and exit only by the main entrance to the hall. Residents who enter or exit by locked security doors are responsible for leaving the doors in a locked position. Disciplinary action will be taken against residents who prop open doors or allow others to "tailgate" through security doors without proper authorization.

(b) All residents are urged to lock their windows and doors when sleeping or during periods of absence. For personal safety, ground floor accessible windows should be kept locked at all times and security screens left untouched. Any losses should be reported to the University Police Department and the Housing Office.

### **17. Guests and Visitation.**

(a) The roommate's expectation of privacy, sleep and study take precedence over the privilege of a host to have a guest. The host must have approval from his/her roommate(s) to have a guest. Residents are responsible for the conduct of their guests and must be present for the duration of the visit. It is the responsibility of the host to make sure that the guests understand and abide by all Housing and University regulations. If a guest is involved in any violations of University or Housing regulations, the hosting resident, as well as the guest, may be subject to disciplinary action. Residents may be held responsible for violations of University or Housing regulations that occur in their room or apartment.

(b) Non-resident guests (anyone who does not live in University housing) who stay overnight must be agreed upon by all roommates. Guests may not stay for more than 72 consecutive hours (three days).

(c) Members of the opposite sex are allowed to visit each area based upon the visitation option for that area. All residence halls with communal baths have a Standard Visitation Plan. The Standard Visitation policy may be reviewed at [www.clemson.edu/housing](http://www.clemson.edu/housing). Areas with private or suite baths have a Self-Regulated Visitation Plan that allows occupants of the same room or apartment to set visitation hours by mutual consent at the beginning of each year or whenever occupancy changes.

(d) Co-habitation is prohibited; only residents assigned to a room or apartment may live there.

(e) Specific regulations for implementation of the visitation program will be posted on all area bulletin boards at the beginning of the semester.

(f) The University reserves the right to restrict, alter or terminate visitation privileges where it is determined that these privileges are being abused or that they are not in the best interest of the University or its students/residents.

### **18. Inspections and Access.**

(a) The University reserves the right to enter resident rooms and apartments under certain circumstances including, but not limited to, inspections for safety, health, general housing policy compliance, cleaning, inventory, epidemics or other emergency, pest control, occupancy verification and/or general repair. If such inspections are of a routine or periodically recurring nature, reasonable effort will be made to give prior notice. The University will designate in writing those persons who may authorize inspections and any limitations upon that authority.

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

### **19. Keys.**

(a) Keys are issued at check-in by the area desk where the resident is assigned. Keys must be returned when occupancy is terminated. If a key is lost or not returned when occupancy is terminated, or if a temporary key is not returned within the required time, the door lock(s) will be re-cored and new keys will be made. The resident(s) responsible for the re-core will be charged \$50.

(b) All keys are property of the University and bear the statement, "State of S.C.; Do Not Duplicate." Residents shall not violate this provision or possess University Housing keys other than the one assigned to them by the area desk.

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

### **20. Lofts.**

Purchased, rented or constructed lofts may be used in some traditional residence hall

rooms such as those in the Bryan Mall, the Shoeboxes or Johnstone Main or Annex. Much of the bed furniture provided by the University and used in the Suites, the apartments, Fraternity and Sorority Housing on the Quad and the Clemson House is bunkable and/or loftable. Therefore, use of outside lofts (purchased, rented or constructed) is not permitted in these areas. This includes Clemson House, Holmes, McCabe, and Stadium residence halls, all campus apartment areas, and all buildings in Fraternity and Sorority Housing on the Quad. Raised platform floors or other physical space alterations are not allowed in any University-owned housing.

**21. Mail.**

Mail is not delivered to rooms or apartments. Each resident should rent a mailbox at the University Post Office.

**22. Pets.**

The only pets permitted in University housing are fish. Aquariums for the fish are limited to a ten-gallon capacity tank or smaller. Those violating this provision will be charged \$50, required to remove the pet, and may face disciplinary action. Additional charges for any required cleaning and/or pest extermination related to a pet violation will be charged to the resident(s).

**23. Quiet Hours.**

Common courtesy requires all residents to keep noise levels in all residential areas at a minimum 24 hours a day. Strict quiet hours are in effect from 7:00 p.m. until 8:00 a.m. each day. The Residence Hall Council may extend strict quiet hours with a two-thirds vote of the area residents. Strict quiet hours shall be in effect in all areas 24 hours a day for a minimum of seven days before final semester examinations and continuing through the end of the examination period.

**24. Smoking.**

Smoking is not permitted in any residence hall. Apartment areas are self-regulated in regard to smoking, meaning that occupants of the same apartment are allowed to decide smoking policy for that one apartment by mutual consent at the beginning of each year or whenever occupancy changes.

**25. Commercial Solicitation and Sales.**

Soliciting, canvassing or the use of University housing as a location for commercial solicitation, sales or advertising is prohibited. Residents may not operate any "for profit or personal gain" enterprise from University Housing including, but not limited to, web-based and/or e-commerce businesses.

**26. Trash Disposal.**

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

**27. Water-Filled Furniture.**

Waterbeds and other water-filled furniture are not permitted in any University-owned housing.

**28. Window Treatments.**

All curtains, decorations or displays used in windows must be made of fire resistive materials.

**29. Asbestos Materials.**

Some areas of University housing have asbestos containing materials present. A licensed asbestos abatement team manages these materials. Residents, especially those erecting and using lofts, should use caution to not disturb any sprayed-on ceiling materials. Any questions concerning asbestos materials, locations and hazards should be referred to the Housing Facilities Office at (864) 656-5450 or the Asbestos Abatement Program director at (864) 656-4930 for further clarification.

**30. Incident Reports.**

An incident report (IR) may be written to document an infraction of University Housing policy. These reports are issued by the resident assistants or others designated by the Office of Residential Life or the Office of Student Affairs. Infractions of University Housing policies may be dealt with administratively or through the student judicial system administered by the Office of Student Conduct.

**31. Disciplinary Action.**

Residents who violate the terms and conditions of this contract are subject to disciplinary action by the University. Such action can include, but is not limited to, administrative sanctions, suspension or eviction from University housing and/or suspension or dismissal from the University. Residents may also be required to pay fines and/or make restitution. Those who violate state and/or municipal laws are subject to prosecution in civil or criminal courts.

**32. Responsibility for Information.**

Residents are responsible for all policy and procedural information posted on bulletin boards and/or disseminated through University publications, emails and newsletters. Official University communications are sent regularly via email; therefore, students should check their University assigned email account daily.

**33. Other Policies.**

(a) The University reserves the right to prohibit any item or activity deemed by the University to be harmful, unadvisable or not in the best interest of the University or its residents.

(b) Certain residence halls and apartment complexes require regulations specific to each of them. This includes, but is not limited to, Fraternity and Sorority housing areas, living/learning communities and the like.

(c) Addenda to this contract may be distributed and enacted as needed. All addenda

become an extension or revision of this contract and/or its attached addenda, and therefore are binding on all residents living in University housing.

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

### **34. Signature.**

When signing electronically, the resident acknowledges and agrees to conduct this transaction by electronic means in accordance with Title 26, Chapter 6 of SC Statutes Annotated, and that by entering his/her electronic signature, resident is entering into a legally binding and enforceable contract with Clemson University.

Revised 10/08

## **2009-2010 Block Housing Addendum**

### **1. Period of Contract.**

This contract governs housing from August 16, 2009 to May 2, 2010 and is effective and binding on the date signed. By signing this contract, the resident agrees to all the terms and conditions outlined in this addendum and in the attached contract.

### **2. Residency Requirement.**

All unmarried freshmen who are under the age of 21 at the time of enrollment who do not live with parents or guardians [within a 50-mile radius of campus] are required to live in University-owned housing for the fall and spring semesters. New freshmen may not reside in Student Organizational Block Housing their first semester. However, new freshmen who join student organizations during their first semester may move into on-campus block housing their second semester with prior approval from the organization, the organization's advisor, and University Housing.

### **3. Housing Reservations.**

**(a)** Reservations for New Graduate Students and New Transfer Students (all students with no previous enrollment at Clemson University.)

Advance housing reservations for the spring semester for any new student are made only after the student has signed the contract, paid a \$50 nonrefundable application fee and completed a housing application.

**(b)** Reservations for All Continuing Students and Former Students Returning.

Current and former students seeking advance housing reservations for the academic year are required to sign a contract and complete a housing application. Continuing and former students seeking housing assignment within student organizational block housing will also be required to sign additional living agreements and/or organization agreements

related to the block housing. Copies of these agreements may be viewed in the office supporting the student organization.

#### **4. Occupancy and Payment.**

This contract binds the student to pay housing rental fees according to the University payment schedule for one academic year as indicated in section 1 (Period of Contract) above, and to abide by the following occupancy procedures and regulations:

(a) University Housing may be occupied no earlier than 8:00 AM on Sunday, August 16, 2009. Students who fail to occupy their assigned space by the first day of classes will be bound by this contract but may lose their assigned space and can be assigned to temporary accommodations unless prior arrangements for late occupancy have been made with the Housing Office.

(b) If a student is approved for early arrival (before August 16, 2009) or late stay (after May 2, 2010) as indicated in section 1 (Period of Contract) above, all terms, conditions, policies and regulations of this contract and any attached addenda are also extended to cover that approved length of time, and are therefore, fully binding on the student.

(c) University housing must be vacated 24 hours after your last exam or by 10:00 AM the day following the last day of exams, whichever occurs first.

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

#### **5. Contractual Commitment for Student Organizational Block Housing**

The contract for student organizational block housing is binding at the time it is signed, and the student is obligated to pay rent for the semester, unless he/she fails to enroll.

#### **6. Cancellation of the Contract after July 31, 2009.**

(a) The contract may be terminated after July 31, 2009 for the following reasons: failure to enroll, withdrawal from school; marriage (no more than four weeks prior to the wedding date); or, circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

(b) Any student qualifying for cancellation under paragraph 7(a) will have his/her bill adjusted to show a prorated housing charge based on the number of days of the semester that housing is held in reservation for the student, or \$150, whichever is greater.

#### **7. Cancellation of Contract Due to Change in Membership Status.**

If a student is no longer a recognized member of or disaffiliates with an organization housed in block housing, the student will be reassigned to other on-campus housing per section 4(b) of the **2009-2010 Clemson University Housing Contract**.

#### **8. Cancellation of Contract Due to Insufficient Occupancy or Loss of Recognition as a Student Organization.**

If a student organization loses the use of their assigned block housing due to insufficient occupancy or loss of recognition as a student organization, students will be reassigned to other on-campus housing per section 4(b) of the **2009-2010 Clemson University Housing Contract**.

**9. Appeals Committee.**

Students are encouraged first to contact the Assignments Office with concerns regarding the contract cancellation process. If the concerns are not resolved satisfactorily, the student is encouraged to submit such concerns to the Appeals Committee.

**10. Proper Notice of Cancellation Request.**

Students who desire to request cancellation of this contract must do so by logging into the online contract cancellation system of University Housing and completing the cancellation process.

**11. Collection Fees.**

If any collection fees are assessed in the process of obtaining unpaid housing charges, the student will be responsible for the payment of those collection fees in addition to the unpaid housing charges.

**12. Rental Rates.**

Rental rates for University housing are published online at [www.clemson.edu/housing](http://www.clemson.edu/housing).

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