BOWIES STATE UNIVERSITY

OFFICE OF RESIDENCE LIFE

2021-2022 RESIDENCE HALL CONTRACT, POLICIES AND PROCEDURES
INTRODUCTION

This document and all guidelines and procedures referenced herein, constitute the Bowie State University Residence Hall Contract for room and board, hereafter referred to as “Contract”. The services described in this contract are being offered to each student under the terms and conditions stated herein. For the purpose of this “contract”, the Office of Residence Life will be identified as “ORL”. This is a legal document binding students to its contents upon acceptance of the terms and conditions herein.

The University hereby grants to the student a revocable license to live on campus subject to the terms and conditions of this contract. The parties agree that, notwithstanding any language to the contrary contained herein, this contract does not constitute the grant of a tenancy or leaseholder to the student and Md. Real Property Code Ann., Title 8 “Landlord and Tenant” does not apply to this contract. Furthermore, this Contract does not constitute owning or renting and occupying living quarters in Maryland for the purposes of the University System of Maryland Policy on Student Residency Classification for Admissions, Tuition and Change Differential Purposes.

Before accepting the terms and conditions herein, carefully read and understand this contract. Questions concerning the content of this contract should be directed to ORL before signing.

University and Residence Life policies, rules and regulations affecting the residence halls are subject to changes and/or additions may be added. Such changes or additions shall be officially announced, posted in each hall and emailed to the resident and this shall constitute actual notice to residents. Changes and additions shall become effective and binding 48 hours after such posting or official announcement.

Living in the residence halls at Bowie State University is a privilege that is based on the student’s acceptance of the corresponding responsibilities. The provisions in this contract and its related policies and regulations are written and enforced to safeguard the resident, the interests of others and to protect everyone from actions considered unacceptable or inappropriate in a residence hall environment.

ELIGIBILITY

To be eligible to live on campus, an individual must be admitted to Bowie State University, be enrolled at the university as a full-time student (taking 12 or more credit hours), upon completing one semester of courses, should have and maintain a minimum 2.0 cumulative grade point average (GPA), and be in good financial and judicial standing with the university and the Office of Residence Life.
Dropping below full-time enrollment, or failing to maintain the minimum GPA during the duration of this contract does not automatically release the resident from the terms of this contract. The resident must request in writing to the Director of Residence Life permission for part-time enrollment, **before** they assume part-time status. The Director, at their discretion, may cancel a part-time student’s residence hall contract.

This contract is for a space for the exclusive residential use of the applicant while they are enrolled as a student at Bowie State University. Students not enrolled in classes at Bowie State University at any time during the duration of this contract must inform the Director of Residence Life in writing within 24 hour of disenrollment. With acknowledgement for the Director of Residence Life or their designee the former student will be expected to vacate the premises within 24 hours unless other arrangements have been made with the Director of Residence Life or their designee.

The resident may have this contract terminated or be prohibited from returning to the residence halls if they: a) do not meet academic or financial requirements stated herein; b) violate University or ORL policies and procedures; c) exhibit behavior determined by the University to be inappropriate or; d) damage the facility during or at the conclusion of a semester, break period or academic year.

Any individual not enrolled in classes at Bowie State University is prohibited from living in any residence hall or any university affiliated facility.

**STUDENTS REQUIRING SPECIAL ACCOMMODATIONS**

There are limited beds available to accommodate every request. Therefore, priority will be given to individuals who qualify under the Americans with Disabilities Act Amendment Act (ADAA) and Section 504 of the Rehabilitation Act of 1973. Any medical or physical related issues that require special housing accommodations should be brought to the attention of ORL, 60 days prior to the term in which the student will first begin residing in the residence halls if granted an assignment. Individuals requesting special accommodations must register with the Office of Disability Support Services. The individual requesting special accommodations will need to provide Disability Support Services with formal documentation from a qualified health care provider. The student will be required to provide appropriate documentation from a physician describing what accommodations will be required. The documentation must have been updated within the past twelve months and supports the need for the accommodation. Modifications of housing will be processed based on the recommendations made by the Office of Disability Support Services, and the individual requesting special accommodations. Please note that providing the university with the required documentation does not guarantee a room or special accommodation request. The Office of Disability Support Services, the University’s Wellness Center, and the Office of Residence Life will review situations where the documentation clearly indicates that the accommodation is a medical necessity.

To request services visit the Office of Disability Services.
CONTRACT ACCEPTANCE

The student must indicate acceptance of a room assignment and a meal plan by completing and electronically signing the Contract Acceptance Form. Once the room assignment has been designated and the Contract Acceptance Form signed, this contract will become binding to both parties.

By signing the Contract Acceptance Form, the student agrees to accept and abide by all terms and conditions of this contract as stated herein, as well as all applicable university and residence hall policies, rules, guidelines and regulations that are a part of this contract.

If a student is under the age of 18, they are required to read this contract, then sign the Contract Acceptance Form and have this contract reviewed and the acceptance form signed by a parent or guardian. The parent or guardian is required to sign each subsequent Contract Acceptance Form until the student turns 18 years of age. Accepting a room key and building fob, automatically binds the student to the terms and conditions outlined in this contract. This contract is binding for one entire academic year, consisting of both the fall and spring semesters. The student who is issued a room assignment after the academic year has commenced will be bound by the conditions of this contract for the remainder of the academic year.

PAYMENT

The University System of Maryland Board of Regents approves room and board rates for the 2021-2022 academic year. These rates are in effect for the entire academic year. An updated schedule of fees is available upon request through ORL. Full payment or payment arrangements for room and board charges along with tuition and other fees must be made before the student will be allowed to move in each semester. Payment or payment arrangements are made through the Office of Student Accounts. During the term of this contract, the University, by action of the Board of Regents, reserves the right to alter any or all rates for room and board upon a thirty-day (30) written notice.

INDEBTEDNESS

Failure to satisfy the financial obligations accrued under this contract may result in contract cancellation, the denial of future campus residency, removal from the residence hall or denial of services, denial of issuance of transfer or grade transcripts and/or enrollment. Costs incurred in collecting delinquent accounts will be charged to the debtor. This includes collection fees, attorney fees and court costs.
CANCELLATION/TERMINATION AND REFUNDS

It is the process of Bowie State University that room and meal fees are non-refundable starting on the first day of classes.

If the student no longer wishes to remain in this contract on or after the first day of classes, a Contract Release Request Form must be submitted to ORL (see page 3 under “Contract Release Request” for details).

• If a student new to the university wants to cancel this contract prior to the first day of the move-in process for the fall semester or spring semester and submits the Cancellation Request Form to ORL, they will not be assessed a cancellation fee if done prior to July 15th. Thereafter fees may apply. Please see the cancellation schedule in this document.

• If the student fails to obtain permission from the Director of Residence Life, or their designee, to remain in the residence hall while enrolled part-time and this contract is terminated for failure to maintain full-time enrollment, a student is not eligible for a refund for room or board.

CONTRACT RELEASE REQUEST

A contract release request is a formal written petition to be released from the residence hall contract. The student must obtain a Contract Release Form from ORL. The completed form must be accompanied by supporting documentation for the reason cited such as a withdrawal form, marriage license, etc., which verifies the reason for the request to be released to the ORL via email within seventy-two (72) hours of submission of the form.

A contract release is intended to be utilized between semesters without penalty for the following reasons:

1. Graduation
2. Marriage
3. Withdrawal from the University
4. Transferring to another institution
5. Called to active military duty
6. Financial Hardship (The student must provide supporting documentation. ORL will consult the Office of Financial Aid to confirm the student has been award and accepted all available aid)
7. University-sponsored activities such as study abroad, exchange programs, etc.
8. Medical or psychological withdrawal approved by the Vice President for Student Affairs

The resident who is granted a release from this contract at the conclusion of the fall semester must move out of their room, relinquish their Bulldog Card ID, building fob, key(s) and vacate the residence halls by the last day of final exams, after the commencement ceremony for graduates or students pre-approved to participate in the commencement exercise. Items left in the room will be discarded and the student’s account will be charged fee for removal of those items and cleaning of the room. Neither the University nor ORL is responsible for the student’s personal property.

The resident who requests to be released from this contract between the fall and spring semesters must submit a Contract Release Form to ORL no later than the last day of fall semester classes. The
student who fails to submit a Contract Release Form by the last day of classes in the fall semester, even if the reason falls under one of the categories listed above may be assessed a severance fee.

The resident who submits and is granted a release from the contract after the last official day of residing on campus at the conclusion of the fall semester will have forty-eight (48) hours from the date the contract release is granted, to remove ALL personal belongings out of the residence hall.

The resident who submits and is granted a release from the contract outside of the intended use of the release request will have forty-eight (48) hours from the date the contract release is granted, to remove ALL personal belongings out of the residence hall.

Room fees are non-refundable starting on the first day of classes. If the student requests to be released from this contract on or after the first day of classes for the fall or spring semester, and the request is granted the student will be assessed a severance fee as follows:

<table>
<thead>
<tr>
<th>Release Request Period</th>
<th>If Released, Fees Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request submitted after the move-in process has begun at the university but before the third week of the academic semester.</td>
<td>25% of the cost of the room will be assessed as a severance fee. Student will be assessed by the billing cycle for the meal plan.</td>
</tr>
<tr>
<td>Request submitted after the first week of the semester through the end of the second week of the semester.</td>
<td>50% of the cost of the room will be assessed as a severance fee. Student will be assessed by the billing cycle for the meal plan.</td>
</tr>
<tr>
<td>Request submitted after the end of the third week of the semester.</td>
<td>No refund of room or meal plan fees after the third week of the semester. Severance fees are assessed at the discretion of the Director of ORL or their designee.</td>
</tr>
</tbody>
</table>

For the spring semester, the student who fails to submit a Contract Release Form and does not return to their room, the student will still be financially responsible and will be assessed a severance fee for the entire cost of the room. Any items left in the room after the first day of classes will be discarded. The students’ account will be assessed a fee for removal and cleaning of the space. Neither the University nor ORL is responsible for the student’s personal property.

**FAILURE TO CLAIM SERVICES**

Any individual, regardless of University status, who does not by noon on the first day of the semester take possession of the key(s), request release from this Agreement, or notify and receive approval for a late arrival by the Director of Residence Life or their designee may be forced to forfeit the assigned space and be charged four (4) weeks' housing and meal cost.

**SECTION I TERMS AND CONDITIONS**

**A. Introduction**

Bowie State University will hereafter be referred to as “the University” and the student will hereafter be referred to as “the resident”.

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The terms and conditions of this contract are non-transferable. It is the responsibility of the resident to be aware of all terms and conditions of this contract. The resident is expected to abide by all current rules, regulations and procedures stipulated in this contract.

B. Purpose
The premises will be used by the resident solely for residency and educational purposes.

C. University Liability
The University cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors, or the damage, theft, or loss of personal property, and hereby releases the University, its officers, agents, and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss. The University will not reimburse you for any theft, loss or damages to property due incidents involving water damage from leaks, floods, mold, mildew, tornadoes, lightning, power failure or any other structural, person-made or natural occurrence. etc. Residents are encouraged to check your homeowner’s or apartment dweller’s insurance policy or consider purchasing renter’s insurance.

D. Assignment Policy
The residence life program at Bowie State University strives to provide an environment that facilitates the academic, personal and social development of each resident. While students are permitted to request particular type housing accommodations and a preference of a roommate, requests are honored based upon the administrative ability to do so. Acceptance of this contract does not entitle a resident to a particular room in any specific residence hall. Nor does it guarantee the resident their roommate preference.

This contract is not a lease agreement and is for any space in the residence halls; not a specific building, room or bed. The resident is required to pay the published or officially announced rate for the space assigned by the Office of Residence Life.

ORL reserves the right to assign rooms, grant or deny room or roommate changes, consolidate vacancies (see item “J”), or relocate a resident to another room or building even after the assignment process when appropriate due to but not limited to: a. assuring the most effective use of facilities and or allocation of accessible spaces; b. when a university official deem it advisable for the health, welfare and well-being of the resident and or other residents; c. when repairs, maintenance, renovations and operations of the facility, and d. to convert rooms to establish occupancy of a certain demographic, special interest housing or security reasons.

ORL further reserves the right to require a resident to vacate the residence halls on a temporary or permanent basis for failure to meet financial obligations to the University. The resident who withdraws from the University or is mandated to do so by the Director of Residence Life or the VP of Student Affairs or their designee to leave the residence halls for any reason is required to vacate the building or buildings within the timeframe noted in the written or verbal notification.

E. Roommate(s)
The person(s) occupying the other exclusive spaces within the Unit (collectively referred to as the 'Roommates') will also be allowed to reside in the room. The Resident acknowledges that the office of residence life has the right to assign a roommate to any vacant exclusive space in the
unit before or during the term of this contract without notice. ORL also reserves the right to assign roommates without regard to race, religion, creed, sexual orientation.

The student has the right to occupy any of the Common Area(s) if applicable, only as a co-occupant with the Roommates, all of whom have executed separate Resident Housing Contracts with ORL. Resident acknowledges that whether or not the Roommate have been selected by the Resident or ORL, the university, nor ORL are not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommate(s).

Resident’s name and contact information (BSU e-mail addresses) will be disclosed to assigned room, suite or apartment-mates, if any, notwithstanding any separate request for confidentiality made to the Office of Residence Life. This same information will be made available to Residence Life staff members.

F. Room Changes

Room changes without cause can only be requested between fall and spring semesters or during the first two weeks of the semester. Individuals desiring to change their assignment must obtain a Room Change Request form from their Resident Director. Once completed, they must turn the form into the ORL central Office. Room change requests approved by the Room Assignments Coordinator will only take place between the third through fourth weeks of the semester. Room changes will be prohibited after that period unless an ORL professional staff member initiates the change. The resident requesting a room/building change between semesters must move all of their belongings out of the unit or apartment before leaving for the winter break. Room change requests submitted by residents who do not remove all of their property before leaving for the winter break will not be reviewed. Although the resident may request a room change, ORL reserves the right to assign roommates without regard to race, religion, creed, sexual preference or orientation.

Room changes may also be requested due to roommate conflicts. Consideration will only take place after the conflicting parties have made a serious attempt to resolve their differences via mediation facilitated by the Resident Director. The Resident Director and the Room Assignments Coordinator must approve requests for room changes due to roommate conflict.

Room changes may not occur during the first two weeks of the semester unless approved by the Director of Residence Life or their designee.

Any resident making an unauthorized room change will be subject to disciplinary action and will be required to return to their originally assigned room.

G. Meal Plan

The resident living on campus must have a meal plan. If a resident needs special meal accommodations, a request must be submitted in writing to the ORL via e-mail.

H. Temporary Room Assignments

The resident may be offered a contract for a temporary room assignment on those occasions when
traditional spaces are no longer available. There are a limited number of temporary spaces. It will be indicated in the offer if the assignment is considered a temporary space. Temporary assignments may last a few weeks, several months or an entire semester before the resident is reassigned. In some instances, the temporary assignment could last the entire academic year.

ORL reserves the right to assign more occupants to a room beyond the established capacity when the demand to live on campus exceeds the number of beds available. In such cases, the cost of the room will be reduced for all occupants in that temporary assignment at a predetermined rate.

I. Move in/Move out

Move in: The resident who is assigned a room is required to formally move-in at a location determined by ORL. Once the resident’s account has been verified as being in good financial standing, the student will receive clearance from ORL to move-in.

During the move-in process the resident will complete a Room Condition Report (RCR) to assess its condition. Once the RCR is complete and submitted, the resident will be given a building fob, room key and other move-in materials. The move-in process will not be finalized until the resident has submitted the RCR and any other designated move-in documents.

The resident may not move-in prior to the designated move-in dates and times. The resident must contact the ORL in writing, a minimum of one week prior to the beginning of the move-in process for the fall and spring semester, to arrange for a late move-in appointment. The resident who moves in without approval for a late move-in appointment will be assessed a $75.00 late move-in fee. The resident who fails to check in by the first day of classes may have their contract terminated and be assessed a severance fee up to the cost of the room and meal plan.

The resident, who fails to move-in, not enroll in classes or has not been released from this contract, is still financially responsible and a severance fee will be added to their Bulldog account. Any items left in the room after the first day of classes of either semester, will be deemed abandoned and will be discarded at the expense of the former occupant.

Move-out: When moving out, the resident must schedule an appointment to move-out. All personal property and trash must be removed from the room. The floor must be cleaned and ALL trash discarded in the building trash receptacle and not in bathrooms, hallways, stairwells or building lobbies. The RCR will be used to assess any damage or missing furniture discovered at the time of move-out. The resident will be billed if the room is left dirty or move-out procedures are not properly followed. The RD will inspect the room’s condition and make a final appraisal. The resident who does not move-out properly will be assessed a fee of $75.00 or more based on the condition of the room.

I. Consolidation of Residence Hall Space

The resident who has not contracted for single occupancy and does not have a roommate will have to participate in the room consolidation process, which may begin as late as one month from the start of the semester. The resident will have the following options: a) pay the super-single room rate; b) obtain a roommate or c) change rooms. If the space is needed for new residents or roommate changes, the space may not be contracted as a single. The RD and the Room Assignments Coordinator will approve all room changes made during the consolidation period. All room changes or exchanges must be completed within five (5) days after notification to
consolidate.

If the consolidation has not occurred within the five-day period, the resident will automatically be charged and legally obligated to pay for the room based on the super-single room rate. The resident may only contract for a double room as a super-single for the remainder of the current semester. Room consolidation will occur each semester.

**J. Room Key, Building Fob and Resident ID**

Key(s), building fob and resident ID card will be issued to the resident. All building fobs, keys and resident ID cards are the property of ORL on loan to the resident as long as they rightfully live in the building and occupy the assigned space. The fob and resident ID card provides access to the building and the key(s) provides access to the room.

The resident is prohibited from lending or giving their key(s), fob or resident ID card to another person. Duplication or modification of keys, fobs or resident ID card is prohibited. The resident is responsible for all keys, fobs and ID cards issued to them. Lost, stolen or damaged keys or fobs will necessitate the replacement of lock(s); the cost of which will be charged to the resident. Damaged or broken keys must be submitted to ORL immediately otherwise they will be presumed lost or stolen.

The resident must report lost or stolen keys or fobs to their RD immediately. When notified, ORL will initiate a lock change. Once a lock change has been reported, regardless of whether or not the key(s) or fob is found, the resident will still be liable for payment of the charges. The resident must report a lost or stolen resident ID card immediately to their RD or RA. The resident will be billed for a replacement ID card. Failure to return key(s), fob and resident ID card when the resident leaves will result in the resident being billed. Duplication or modification key(s), fob or resident ID card will be grounds for disciplinary action and criminal prosecution.

Violation of any provisions in this section may be grounds for declaring the resident in breach of the contract and could result in termination of this agreement, and disciplinary action, which could include dismissal from campus residency.

The resident must give their key(s), fob and resident ID card to an authorized University official immediately upon termination of their right to occupy the residence hall or any time upon demand from authorized personnel.

Loss of key(s) will result in a lock change. The resident will be billed for the cost incurred for the lock change. Loss of a fob will result in the deactivation of the old fob. A new fob will be issued and the resident will be billed for the new fob. Loss of a resident id will result in the issue of a replacement id and the resident will be billed.

**K. Subletting and Unauthorized Use of Room**

The resident must not allow anyone to live in his/her room or assign his/her room to anyone. The resident who allows their room to be used in this manner is in violation of this provision and are subject to disciplinary action and a fine not to exceed the full room charge for each violation. Persons improperly residing in the resident’s room shall be subject to the same guidelines and fines. Violations will result in disciplinary action and possible termination of this contract.
L. Remedies

All rights and remedies of the University herein enumerated shall be cumulative and none shall exclude any other rights or remedies allowed by law and the University disciplinary codes, judicial processes, regulations, policies and procedures. If the resident defaults on the payment of room and board fees or in the prompt and full performance of any provisions of this contract, the University may, upon five (5) days written notice, invalidate the resident’s meal card without obligation to give credit to the resident for any meals missed because of such action. If the default is not corrected within the five-day period, the University may, upon ten (10) days written notice, forthwith terminate this contract and the resident’s right to take possession of the room assignment and all other contracted benefits.

If this contract is terminated, the resident shall pay liquidated damages to the University. The resident thereby grants the University full and free right, with or without process of law, to enter into and upon the premises and/or take possession of the premises as the University’s former estate and remove all property of the resident without being deemed guilty of trespass, eviction, forcible entry and/or detainer. Removal of any property shall be at the risk, cost, and expense of the resident and the University shall in no way be responsible for the value, preservation or safekeeping thereof.

Furthermore, if this contract is terminated in accordance with the foregoing provisions shall be forbidden under penalty of arrest for criminal trespass to enter and/or remain in any Bowie State University residence hall without the written consent of the Office of Student Affairs or the Director of Residence Life. Loss of the room will result in a lock change and the resident will be billed for all cost incurred by ORL because of that lock change.

M. Excluded Items

To reduce the potential hazard to personal safety or damage to Residence Life property, the following items are not permitted to be used or stored in rooms, suites or other public areas of the residence hall: internal combustion engines, acids, automobile batteries, gasoline, kerosene lamps or heaters, firearms or other weapons, fireworks, incense, candles, water beds or other water-filled furniture.

Weight lifting equipment, musical instruments equipped with amplifying devices and instruments that disturb other residents may be used only in designated areas of the residence hall and not be used in resident rooms.

ORL reserves the right to limit the number, size and units of electrical equipment used or stored in the resident’s room i.e., stereo, TV, computers, speakers, musical instruments, etc.

The University forbids the tampering, splicing, or altering of the wiring in a resident room for their personal use or to hook up additional equipment. Violation of this guideline may result in the immediate removal of equipment or automatic termination of the Residence Hall Contract. Contracting for services such as cable, Direct TV, satellite services, etc., is not permitted in a student’s room and/or any part of the residence hall.

N. Hall Closing for Vacation Periods

The residence halls will be closed and residents may not reside in residence in the residence halls during official University vacation or break periods, i.e. Thanksgiving, winter and spring breaks. The dates are determined prior to the start of each academic year.
During the winter break, keys and fobs will be collected. The resident returning to the same room for the spring semester will not have to remove all of their personal items if the resident is in good financial standing with the university. Residents will need to take the things they will need over the break, i.e. medications or tablets, books, etc.

The resident who has requested a room/building change or is directed by their RD or professional staff member will have to move out and take all of their personal items.

**Residents who have a balance with the university from the fall semester will have to remove everything from the room for the winter break. Removal of property does not void this contract. The resident is still financially obligated for the fees associated with the room and meal for the spring semester.**

If the resident neglects to remove their personal property and is still not in good financial standing with the university by the first day of the spring semester, the contract will be terminated. The student will be charged a severance fee for the cost of the room and meal plan. In addition, the severance fee, a removal and cleaning fee will be added to the former the account.

Once the buildings have been closed for a break period or end of a semester, the resident will not be allowed back into the building.

With the exception of graduation or officially participating in graduation ceremonies, the resident must vacate the residence hall each semester within 24 hours after his/her last examination or by the designated day and time of the hall closing, whichever comes first. The resident must show copies of their exam schedules to the ORL, if they need to stay past the time when the residence halls are scheduled to close. The resident meal service will not be in operation during break periods.

**O. Non-Waiver of Covenants and/or Conditions**

Failure of ORL to insist on strict enforcement of all covenants and conditions of this contract, and to avail itself of all rights and privileges enumerated herein, in any one or more instances with regard to any one or more resident or student shall not constitute a waiver or relinquishment for the future of any such covenants, conditions, rights, and privileges, but the same shall remain in force.

Record keeping of all charges, with knowledge of breach of any covenants or conditions thereof, shall not constitute a waiver of such breach by ORL or the University. Payment shall be in effect unless expressed in writing and signed by the Director of Residence Life.

**P. University Policy Concerning Room Inspection, Entry and Searches**

The residence halls are the property of the State of Maryland, under the control of the University System of Maryland Board of Regents. Responsibility for immediate supervision lies with Bowie State University. It is the University’s intent to act in a manner consistent with residents’ constitutional right to privacy and freedom from unreasonable search and seizure without neglecting the basic responsibilities of the institution to fulfill its educational functions and to conduct its day-to-day operations. The University reserves the right of entry to inspect rooms and suites in the interest of health, cleanliness, proper upkeep, property control and to investigate when reasonable cause exists concerning someone’s safety or a violation of this contract, Student Code of Conduct or the Resident Handbook.
Residence Life staff will conduct monthly health and safety inspections. In all cases, authorized personnel must show university issued identification and announce the purpose for their entry. University personnel may not enter any room without first knocking on the door and allowing a reasonable amount of time for a response. In situations involving health, safety or maintenance issues, authorized University personnel may enter without prior notice.

The resident is responsible for the upkeep of the residence halls and is liable for damage to or loss in their room and in public areas.

Q. Furnishings

ORL supplies each room with basic furniture such as a desk, chair, dresser, closet, bed, window shade or blinds and a mattress. The resident must supply their own, mattress pad, linen, pillows, pillowcase, blankets, bedspreads, towels, wastebasket, study lamps and other personal items. The resident may not add or remove furniture from any room unless authorized by their Resident Director.

The resident may not stack furniture or detach fixed furniture. Bed frames may be bunched but not detached, rearranged or altered in any manner. The resident may not remove extra beds or furniture in single rooms. Unauthorized removal, detachment, alteration or damage of furniture will result in fines and disciplinary action.

Additional beds may not be brought in or stored in student rooms. Furniture supplied by ORL may not be stored in closets. The resident who stores residence hall furniture in a closet will face disciplinary action.

Furniture provided by ORL may not be removed from rooms, suites, or common areas. Room furniture must not be disassembled or altered in any way. Mattresses must not be removed from bed frames. Bed frames must remain on the floor at all times, except in cases of authorized bed bunking.

Wall-mounted furniture and waterbeds are prohibited. Fines will be imposed on the resident who move common area into their room or removed furniture from their assigned room. The cost of any damage that occurs during the unauthorized moving of the furniture will be assessed and charged to the account of the person or persons responsible.

R. Residence Hall Damage

The resident will be held responsible for damage to residence hall property, rooms and public areas. The resident will be expected to pay all charges for the damage. The Resident Director, in conjunction with the information documented on the RCR, an incident report or judicial sanction will determine the final assessment of charges. The resident who wants to dispute a charge must submit an appeal in writing to the Resident Director or the fee issuing party within five (5) days of receipt of notice of the charge.

Damages occurring in public areas of the residence hall will be charged to the residents residing in that particular suite, floor or hall if the responsible person(s) cannot be determined. Charges for damage in public areas cannot be appealed unless the resident has indisputable documentation proving that s/he was not in the building during the day, date and time period in question. The
written documentation must be submitted to the RD or the fee issuing party within five (5) business days of notice.

S. Repairs

The University will make all repairs and perform maintenance in the residential communities and the resident’s room through authorized personnel. Repairs to room or University furnishings will occur upon request or in accordance with routine schedule. Repairs and maintenance activities shall be conducted under a system of priority scheduling based on the University’s desire to provide a safe and healthy living environment. Students are not authorized to make any repairs. Maintenance staff is authorized to enter student living areas to inspect physical condition to make repairs. Students may not deny staff entrance to complete repairs.

SECTION II
EXPECTATIONS

INTRODUCTIONS

The Office of Residence Life expects residents to actively participate in and assist with keeping all members of the Bowie State community safe.

As per section III, letter “B” of this contract, residents must comply with all oral and written directives regarding Residence Life, University policies and regulations, as well as Federal, State and local laws as given by authorized representatives of the University.

RESPONSIBILITY FOR USE OF RESIDENCE HALL FACILITIES

The Bowie State University Code of Student Conduct and Office of Residence Life Student Handbook is hereby incorporated into this contract and by accepting this contract the resident agrees to review and be subject to all requirements included therein. Violations of these regulations may result in referral to the Director of Residence Life, their designee or the Office of Student Conduct and Community Standards for review and appropriate action. Residence hall facilities include resident rooms, lounges, meeting space, study rooms, any area immediately contiguous to the halls.

Pets

Due to health standards and possible inconvenience to other residents, pets are prohibited from being kept in the residence halls. This includes, but is not limited to: snakes, cats, dogs, birds, hamsters, gerbils, lizards, etc. Residents may, with the written permission of all residents of the room and the building Resident Director, keep a small aquarium containing fish that lives 24 hours, 7 days a week under water.

Students requesting a service or emotional support animal must follow the protocol outlined in the Bowie State University Procedures to Request an Assistance Animal. Please refer to the “Special Accommodation Request” Section of this contract.

Guests

ORL is committed to fostering an environment conducive to the academic and personal growth of
everyone living in the residence hall. Individuals under the age of 16 years of age are not allowed to be in the residence halls. Refer to the Residence Handbook for the complete guidelines for Guest.

Fire Safety
The following conduct is prohibited:

- Knowingly using a fire exit during non-emergency situations
- Using any marked fire exit except during a fire alarm or emergency
- Propping exterior doors and exits without the permission of a Residence Life staff member
- Setting a fire within any residence hall or in any area contiguous to a Residence Hall
- Failing to evacuate the hall within 5 minutes, when a fire alarm has sounded
- Disconnecting, sounding or otherwise tampering with fire equipment, any smoke detector, fire extinguishers, fire alarm pull stations.

For the complete Fire Safety Guidelines, please refer to the Fire Safety Guidelines section of the Resident Handbook.

SECTION III
TERMINATION OF RESIDENCE CONTRACT BY THE UNIVERSITY

A. Exigency
The University may terminate or temporarily suspend performance of any part of this contract without notice in the event of an exigency that would make continued operation of the residence hall infeasible. In the event the resident’s assigned accommodations are destroyed or otherwise made unavailable and the University does not provide other accommodations, the contract shall terminate, all rights and liabilities of the parties shall cease and rental payments previously made shall be refunded on a prorated basis.

B. Failure to Comply with this Contract
The resident who violates University or residence hall policies or regulations is subject to administrative and disciplinary action. This ensures that the actions of a few do not compromise the legitimate educational and personal pursuits of the majority. When evidence is established that a resident has (1) breached this contract or violated related policies and regulations, (2) violated State and/or Federal Laws; (3) exhibited conduct that indicates the resident’s presence in the residence hall constitutes a threat to the safety, health or well-being of community members or (4) perpetuated harm to self or others, the Vice President for Student Affairs, the Director of Residence Life or their designee, upon review of the incident(s) involved, has the authority to uphold and impose sanctions ranging from verbal or written warnings to the recommendation for termination of this contract.

Failure to comply with this contract may also result in its cancellation by the Director of Residence Life. If the action also appears to involve a violation of the Code of Student Conduct, the Office of Residence Life may also refer the case to the Director for Student Conduct and Community Standards.

By signing this contract the student acknowledges it is hereby mutually agreed that all provisions of
the Student Code of Conduct, resident handbook, all provisions and guidelines of ORL, all University Regulations and policies, all State, Federal and local laws are binding under the contract and incorporated by reference herein.

**ADDENDUM**

**TO**

**Bowie State University**

**2020-2021 Residence Hall Contract, Policies, and Procedures**

Bowie State University is focused on protecting the health and safety of our students and minimizing the potential spread of the 2019 coronavirus (“COVID-19”) within our community. The public health crisis associated with the COVID-19 pandemic will impact your Bowie State University housing experience as we continue to make decisions informed by the requirements and recommendations of the State of Maryland, the Centers for Disease Control (CDC) and other health professionals. While the University cannot protect you from the risks associated with COVID-19, including the possibility of exposure to the disease, the University has put into place numerous safety measures to reduce the risk to the University community. Toward that end, we need your help to keep our campus safe.

This Addendum is made a part of the 2021-2022 Residence Hall Contract, Policies, and Procedures and applies to all students living in University affiliated housing. As always, the Office of Residence Life will endeavor to update you with timely information about specific health and safety guidance important for residence hall students.

If you are immuno-compromised or otherwise have health conditions that place you in higher-risk categories, you will need to make a personal decision as to whether living in University affiliated housing offers you the environment needed for your personal health and safety. While every effort will be made to accommodate specific housing requests in this case, it is not possible to guarantee a housing option that does not present risk of exposure to COVID-19.

1. **Vaccination.** As mandated by the University System of Maryland, all student must be fully vaccinated for Covid-19 to live on campus. Proof of vaccination must be submitted to the Wellness Center prior to moving in on campus.

2. **Health and Safety.** All members of the Bowie State University housing community, including residents, staff, and visitors, are expected to act in a manner that demonstrates respect and consideration for those around them, including for the health and safety of all community members. Residence hall students are prohibited from creating a health or safety hazard within University housing. The University may request or require a resident to leave University housing if their continued presence poses a health or safety risk for residence community members. All students living in University housing are required to comply with health and safety laws, orders, ordinances, regulations, and health and safety guidance adopted by the University or the Office of Residence Life, especially as it relates to public health crises, including COVID-19.

As a student living in University housing, you are subject to all safety measures required by the University, which may include but are not limited to, physical distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing as outlined by the university, contact tracing, disinfection protocols, limitations on guests into residence halls, and
quarantine / isolation requirements.

Adherence to University health and safety requirements applies to all residents, staff, and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, multi-purpose rooms, courtyards, and other common spaces.

3. **Quarantine/ Isolation / Separation.** At any time, the University may request or require you to leave University housing when your continued presence poses a health or safety risk for community members. You are required to comply with requests from the Office of Residence Life to leave your assigned room due to COVID-19 or other public health emergency. Failure to do so is a violation of this Addendum and the 2021-2022 Residence Hall Contract, Policies, and Procedures and may subject you to emergency removal from your assigned room. *Removal from University housing to isolate or quarantine does not constitute a termination or cancellation of your housing agreement.*

4. **De-Densifying Efforts.** Students living in University affiliated housing are required to comply with any de-densifying efforts needed due to COVID-19 or other public health emergencies, including, but not limited to, the relocation of all or some residence hall students to alternative housing. *Relocation does not constitute a termination or cancellation of your housing agreement.*

5. **Dining Services.** Dining services are provided at the discretion of the University and may be modified or ended at any time to address public health concerns. University Dining Services may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls or make other operational adjustments as needed to address health and safety concerns.

6. **Cleaning.** The University has modified its cleaning and sanitizing protocols to address COVID19 in the interest of minimizing the spread of disease. The Office of Residence Life will educate and inform you on appropriate cleaning protocols within your assigned spaces to reduce the spread of COVID-19.

7. **Termination.** Upon reasonable notice, the University reserves the right to terminate your 2021-2022 Dining and Housing Agreement due to public health emergency needs, including COVID-19.

8. In the event the university is required by Executive Order issued by the Governor, or by federal, State or County law, or if university otherwise deems it necessary based on available scientific evidence or best practices issued by the U.S. Centers for Disease Control or the Maryland Dept. practices issued by the U.S. Centers for Disease Control or the Maryland Dept. of Health to reduce occupancy in facility, in order to protect residents’ health, welfare, safety or prevent the spread of virus, due to any other health threat or emergency, the university may terminate this contract or License upon 30 days’ notice to Resident. If at the time such notice to Resident. For CMRC or the ELLC, if at that time such notice of termination is given Resident has already taken occupancy of the Unit, the Resident will be financially responsible, on a prorated basis, for rent from the start of their Lease through the date on which they move out and return their keys to the CMRC or the ELLC management. If the Resident has not taken occupancy of the Apartment Unit at the time such notice is given, Resident’s rent shall be abated, and the CMRC or ELLC management shall refund the reservation fee.

*As of April 30, 2021*