

BOWIE STATE UNIVERSITY
Office of Residence Life
2020-2021 Off-CAMPUS AFFILIATED
HOUSING CONTRACT, POLICIES AND
PROCEDURES

INTRODUCTION

This document and all policies and procedures referenced herein, constitute the Bowie State University Residence Hall Contract for room and board, hereafter referred to as “this **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 at a Off-Campus Affiliated Housing location 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**.

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 campus affiliated housing are subject to changes and/or additions. Such changes or additions shall be officially announced, posted in the apartment 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 *Off-Campus Affiliated* housing through 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 campus affiliated housing environment.

The residence life program at Bowie State University strives to provide an environment that facilitates the academic, personal and social development of each resident. Accepting the terms and conditions of this **contract** does not guarantee an individual a room assignment or board plan beyond the term of this **contract**.

ELIGIBILITY

To be eligible to live in off-campus affiliated housing, an individual must have and maintain a minimum **2.0** cumulative grade point average (GPA). Individuals must be enrolled at Bowie State University as a full-time student (*taking 12 or more credit hours*) and be in good financial and judicial standing. Failure to meet any of these requirements at any point during

the academic year may result in the termination of this **contract** by ORL.

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 contract.

The resident may have this **contract** terminated or be prohibited from returning to housing own, operated, or lease by the university residence halls if they: *a) do not meet academic or financial requirements stated herein; b) violate University, ORL or Off-Campus Affiliated Housing 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.*

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 must 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 will need to provide ORL with formal documentation from a qualified health care provider. They 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 Coordinator for 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.

CONTRACT ACCEPTANCE

The student must indicate acceptance of a room assignment by completing and electronically signing the *Contract Acceptance Form*. The student has an option to select a meal plan. Once the room assignment has been selected 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, Office of Residence Life, and campus affiliated housing policies, rules and regulations that are a part of this **contract**.

Students under the age of 18 **are not** permitted to live in campus affiliated housing.

Accepting a key for a campus affiliated housing space, automatically binds the student to the

terms and conditions outlined in this **contract**. This **contract is** for the ten (ten) month lease option and for the twelve (12) month lease option. The student who is issued a room assignment after **August 28, 2020** has commenced will be bound by the conditions of this **contract** through end of the awarded lease option.

PAYMENT

The University System of Maryland Board of Regents has approved room and board rates for the **2020-2021** 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 of 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. 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 campus affiliated housing 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 policy of Bowie State University that room fees are non-refundable starting on the first day of classes, including the summer term. If the student cancels this **contract** on or after the first day of classes, they will be responsible for the entire cost of the room.

If the resident 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).

Returning Students

- Cancellation after the room selection process will be honored without penalty, if **written notification** of the cancellation is received in ORL by **June 1**.
- Returning residents who wish to cancel this **contract** after **June 1** will **forfeit** the **\$200.00** room deposit. The student will also be charged an **additional \$200.00** for a total cancellation fee of **\$400.00**. All fees will be charged to the resident's account.
- The resident who cancels this **contract** after **July 1** will **forfeit** the **\$200.00** room deposit. They will also be charged an **additional \$300.00** for a total cancellation fee of **\$500.00**. All fees will be charged to the resident's account.
- All cancellations received after **July 31** but before the first day of classes will **forfeit** the **\$200.00** room deposit and be assessed an **additional \$400.00** for a total cancellation fee of **\$600.00**. All fees will be charged to the resident's account.

- On the first day of classes, and thereafter, the resident may not cancel this **contract**.
- 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 refund will be prorated for board **only** effective the date of cancellation.

New Students

- If a new student wants to cancel this **contract** prior to **August 24, 2020** for the fall semester or before **January 21, 2021** for the spring semester **and** submits the Cancellation Form, they will not be assessed a cancellation fee.
- If the new student cancels this **contract** on or after the check-in process begins, he/she will be assessed a \$300.00 cancellation fee.
- If the new student wants to cancel this **contract** once classes have begun, he/she may be responsible for the entire cost of the room. A *Contract Release Request Form* must be submitted to ORL, if the student no longer wishes to remain in this **contract**.

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 documentation such as a withdrawal form or acceptance letter to another institution, verifying the reason for the request to be released to the ORL. The Director of Residence Life or their designee will review the request and a written decision will be sent to the student within five business days.

A contract release may only be utilized between semesters without penalty for the following reasons:

1. Marriage
2. Withdrawal from the University
3. Transferring to another institution
4. Called to active military duty
5. Medical or psychological withdrawal approved by the Vice President for Student Affairs

The resident who request 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 the fall semester classes. The student who fails to submit a *Contract Release Form* by the last day of fall semester classes, **will be assessed a severance fee of \$600.00** even if the reason falls under one of the categories listed above. **The resident who submits and is granted a release from the contract during the winter break will have 24 hours from the date the contract release is granted, to remove ALL personal belongings out of the apartment.**

The resident who is granted a release from this contract at the conclusion of the fall semester must move out of their room, submit their Residence Life ID, and any items received from Campus Affiliated Housing including but not limited to a building fob, mailbox key, room

key and parking pass. The resident must vacate the premises by the last day of final exams or commencement for students who graduate at the end of the fall semester. Items left in the room will be discarded and the student's account will be charged a fee for removal of those items and cleaning of the room. The fee will be determined by the campus affiliated housing management staff. Neither the University, ORL nor the campus affiliated housing management is responsible for the student's personal property.

The student, who submits a *Contract Release Form* on or after the first day of spring classes, may be held responsible for the entire cost of the room even if the reason falls under one of the listed categories. They will have 24 hours to remove all personal items out of the room.

The student who fails to submit a *Contract Release Form*, vacates *Off-Campus Affiliated Housing* and/or does not return to the university, 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, January 25, 2021, will be discarded and the student's account will be charged a fee for the removal and cleaning of the property. The cost will be determined by the Campus Affiliated Housing management staff. Neither the University, ORL nor the Campus Affiliated Housing management is responsible for the student's personal property.

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".

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**, the resident handbook, the Code of Student Conduct and the policies and procedures outlined by Off-Campus Affiliated Housing.

B. Purpose

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

C. Furnishings

Each student's room will be supplied with basic furniture such as: *a desk, chair, dresser, closet, bed, window shade or blinds and a mattress*. The residents 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 bunked 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 Campus Affiliated Housing may not be stored in closets. The resident who Campus Affiliated Housing furniture in a closet will face disciplinary action.

D. Residence Hall Staff

To assist the resident with their adjustment to community living and receiving the maximum benefits from their college experience, professional and paraprofessional staff have been hired to live at the campus affiliated housing site.

Resident Directors (RDs) are professional staff members who work and live in the campus affiliated housing and are trained to respond to emergencies. **Resident Assistants (RAs)** are trained para-professional students who live in each building.

The staff is available to assist, advise, guide and mentor residents. They organize programs and activities to assist residents with learning or enhancing life skills. Programs include, but are not limited to topics related to social, physical, intellectual, communication and emotional needs, issues and concerns.

E. Assignment Policy

ORL reserves the right to assign rooms, grant or deny room or roommate changes, consolidate vacancies (*see item "I"*), or relocate a resident to another room or building when appropriate.

ORL further reserves the right to require a resident to vacate campus affiliated housing 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 so by the Director of Residence Life or the VP of Student Affairs or their designee to leave Campus Affiliated Housing for any reason is required to vacate the premises within twenty-four (24) hours of notification.

F. Roommates

The persons occupying the other exclusive spaces within the Unit (collectively referred to as the "Roommates") will also be allowed to reside in the Unit. The Resident acknowledges that the ***OFFICE OF RESIDENCE LIFE AND THE OWNER/MANAGEMENT OF OFF-CAMPUS AFFILIATED HOUSING 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.*** The student has the right to occupy the Common Area only as a co-occupant with the Roommates, all of whom have executed separate Resident Housing Contract with ORL. Resident acknowledges that whether or not the Roommate have been selected by Resident, ORL or by the off-campus affiliated management, the university, ORL nor off-campus affiliated housing ownership 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 Roommates or between Roommates

G. Room Changes

Room changes without cause can only be requested between fall and spring semesters. Individuals desiring to change their assignment must obtain a **Room Change Request** form

from their RD. Once completed, they must turn the form in to their Resident Director. Room changes and moving will be approved and coordinated through the RD, the Room Assignments Coordinator and the management for Off-Campus Affiliated Housing as space permits. Room changes during the semester are prohibited unless initiated by ORL staff. Although the resident may request a room change, ORL reserves the right to assign roommates without regard to race, religion, creed or sexual preference.

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.

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

H. Check in/Check out

Check in: The resident who is assigned a space through off-campus affiliated housing is required to formally check-in at a location determined by ORL. Once the resident's account has been verified as being in good financial standing, they will be issued a clearance card, Personal Data Sheet, parking pass (if applicable), apartment unit and mailbox keys, cable and internet information, Shuttle schedule and Move-in Inventory/ Condition Form.

The resident must complete all documents. The resident will receive a Move-In Inventory/Condition Form to take to the apartment to assess its condition. After the resident makes any needed changes, they must sign and date the Move-in Inventory/Condition Form. The form is to be complete and submitted to the campus affiliated housing management office or the RD. The residents are to turn the Personal Data sheet to their RD or RA. The check-in process will not be finalized until the resident has submitted the clearance card, and Personal Data Sheet to their RD or RA and the Move-in Inventory/Condition Form to the off-campus affiliated housing management office.

The resident may not check in prior to the designated check in dates and times. The resident must contact the ORL **in writing by, August 21, 2020** for the fall semester and **January 14, 2021** for the spring semester, to arrange for a late check in. The resident who has not been approved for a late check in will be assessed a \$75.00 late check 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.

The resident, who moves out, not enroll in classes or has not been released from this **contract**, is still financially responsible for the room charges. A severance fee up to the cost of the space will be added to their Bull Dog account. Any items left in the room after the first day of classes of either semester will be discarded and the resident's account will be charged a fee for the removal of the belongings and cleaning the room. The fee will be determined by the off-campus affiliated housing management staff.

Check out: When moving out, the resident must set up an appointment to be checked out with their RD or RA. All personal property and trash must be removed from the apartment.

Move-out cleaning instructions will be provided by the Off-Campus Affiliated management staff or the RD. Please follow the instructions provided. If you misplace the information copy, the Off-Campus Affiliated Management or RD will provide you with another copy of the instructions. Move-out cleaning charges, will be charged back to you if you fail to adequately clean. Remember, any damages in the common area will be divided evenly among all residents and charged to each resident's account. **Failure to set an appointment to check out with the RA or RD will result in a \$75.00 improper check out fee.**

I. Residence Hall Damage / Room Deposit

The resident will be held responsible for damage to campus affiliated housing property. The resident will be expected to pay all charges upon receipt of a bill for the damage. The RD and Off-Campus Affiliated Housing management, in conjunction with the information documented on the RCR/Move-In Form will determine the final assessment of charges. The resident who wants to dispute a room charge must submit an appeal in writing to the RD within five (5) days of receipt of notice of the charge.

Damages occurring in public areas of Off-Campus Affiliated Housing property will be charged to the residents residing in that particular apartment or building. 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 of the building within five (5) days of the receipt of the bill for damage.

Room deposits are non-refundable except when ORL is unable to assign accommodations and the applicant has not cancelled prior to the end of the assignment period. Applicants that do not receive accommodations and still attend the University will have a credit on their Bull Dog account. The assignment period typically last throughout the first two weeks of the semester. Assignments may continue past this period if beds are still available. Applicants who do not receive a room prior to the end of the assignment period and cancel their request are ineligible to receive a refund for the room deposit.

J. Room Key, Building Fob, Resident ID and Parking Pass

A room key, building fob, resident id, parking pass and other pertinent items, such as but not limited to a mailbox key, will be issued to the resident. All items issued are the property of Off-Campus Affiliated Housing and ORL on loan to the resident as long as they rightfully live in the building and occupy the assigned room. The fob provides access to the building and the key provides access to the room and the resident id identifies you as a resident student with all rights and privileges as a resident student. And the parking pass grants permission to park in designated areas.

The resident is prohibited from lending or giving their key, fob, resident id or parking pass to another person. Duplication or modification of keys, fobs, resident id or parking pass is prohibited. The resident is responsible for all keys, fobs issued, resident id or parking pass to them. Lost, stolen or damaged keys, fobs will necessitate the replacement of lock(s)--the cost of which will be charged to the resident. Damaged or broken keys, fobs or parking passes must be submitted to Off-Campus Affiliated Housing management immediately.

The resident must report lost or stolen keys, fobs or parking pass to their RD or RA and follow the protocol of Off- Campus Affiliated Housing immediately. Once a lock change has been reported, regardless of whether or not the key or fob is found, or replacement parking pass has been issued, the resident will still be liable for payment of the charges. The resident must report a lost or stolen resident id immediately to their RD or RA. The resident will be billed for a replacement id. Failure to return the room key, fob, resident id or parking pass when the resident moves out will result in the resident being billed. Duplication or modification of a key, fob, parking pass or resident id 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, fob, resident id, parking pass and any other item issued by Off-Campus Affiliated Housing to an authorized University official immediately upon termination of their right to occupy Off-Campus Affiliated Housing or any time upon demand from authorized personnel.

Loss or damage of the room key will result in a lock change. The resident will be billed for the cost incurred for the lock change. Loss or damage 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. Loss or damage of a parking pass will result in the replacement of a parking pass and the resident will be billed. Loss or damage of any item provided by Off-Campus Affiliated Housing or ORL will result in replacement if applicable and the resident will be billed.

K. 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 campus affiliated housing 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.

L. Solicitation

Sale of items or solicitations of funds or other goods are prohibited in Off-Campus Affiliated Housing. The resident may not represent any outside agency or campus organization by selling or distributing products or services in Off-Campus Affiliated Housing. The resident or student may not go door-to-door, use or permit their room or any public area of Campus Affiliated Housing to be used for any sales representing a commercial agency. The resident found violating this policy shall be subject to disciplinary action and the non-resident may be arrested for trespass.

M. Appliances, Cooking and Food Storage

Removal of items such as but limited to refrigerators, microwaves, and television sets from Off-Campus Affiliated Housing will be considered theft and will result in disciplinary action. Metal pots, pans and aluminum foil **may not** be used in the microwave ovens.

The following Underwriter Laboratory (UL) approved electric appliances are permitted in resident rooms: *clocks, shavers, heated blankets, radios, portable televisions, computers, DVD/Blu-ray players, iPods/MP3 players, stereos, portable hair dryers, toothbrushes, small fans and lamps.*

To prevent the risk of fire hazards which may be caused or increased by open or exposed heating elements, electrical appliances such as *hot plates, hot pots, and space heaters* may not be used, possessed or stored anywhere in campus affiliated housing. Immersion heaters (*water heating coils*), holiday lights, halogen lamps, heat lamps and personal ovens (*microwave or otherwise excluding what is provided by Campus Affiliated Housing*) are not permitted for use in Campus Affiliated Housing. Food in Campus Affiliated Housing must be stored in sealed containers to prevent health and sanitation problems from developing. The resident who does not comply with this policy will be subjected to judicial action.

N. Excluded Items

To reduce the potential hazard to personal safety or damage in campus affiliated housing, the following items are not permitted to be used or stored in rooms, the apartment or other public areas of campus affiliated housing: *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 campus affiliated housing and not be used in resident room or apartment.

ORL reserves the right to limit the number, size and units of electrical equipment used or stored in the resident's room or apartment i.e., *stereo, TV, computers, speakers, musical instruments, etc.* The University forbids the tampering, splicing, or altering of the wiring in an apartment

for personal use or to hook up additional equipment. Violation of this policy may result in the immediate removal of equipment or automatic termination of the Residence Hall Contract. Contracting for services such as cable, DirecTV, satellite services, etc., are not permitted in a student's room and/or any part of Campus Affiliated Housing.

O. Holiday Checklist

The following must be followed if the residents does not reside in the apartment during Holiday or University break periods.

- Put your heater on automatic and set it on 60. This is not an option; this is a requirement per your contract. Be sure to leave cabinet doors open under all sinks.
- Stop all deliveries.
- Do not leave notes or a message on your answering machine or Facebook account, which indicates that you are away.
- Residents should leave any emergency numbers with the RD (if different from what was filled out at the time of move-in).
- Take any valuables (TV, stereo, computer, jewelry, Xbox, etc.) with you.
- Make sure all of your windows and doors are locked.

P. Campus Transportation

During official university break periods, university closings and summer terms, transportation service **will not be provided**. Students must make alternate arrangements to commute to and from campus and campus affiliated housing.

Q. Meal Plans

The resident living in campus affiliated housing **are not** required to have a meal plan. Residents may request a meal plan and charges for the requested plan will be added to your account only if assigned. Residents may select any meal plan offered by the food service provider. Please contact the Office of Auxiliary Services for information regarding meal plan options and pricing.

All food, cutlery, tableware, or other non-disposal items removed from the dining hall without permissions, will be considered an act of theft and will be subject to University disciplinary and possibly legal action.

R. Bikes, Motorcycles, Motor Scooters and Hover Boards

The resident must use bike racks provided in designated areas outside campus affiliated housing. The resident is expected to purchase their own lock to secure their bike. Bikes may not be stored in the room, or any public area including stairwells, lounges, and lobbies near entrance doors, or locked near entrance doors either inside or outside of the building. Neither the university, ORL, nor off-campus affiliated housing management will be responsible for the theft or damage of resident bikes.

Storing motorcycles, motor scooters, mopeds, and other fuel-powered vehicles are not allowed in campus affiliated housing and must be parked in designated areas in accordance with Off-Campus Affiliated Housing parking regulations.

Residents may not store hover boards in Off-Campus Affiliated Housing.

S. Parking

The resident, who plans to operate any type of motor vehicle, must register it with Parking Services, Off-Campus Affiliated Housing and purchase parking permit(s).

All staff and residents are expected to abide by all University and Off-Campus Affiliated Housing parking regulations by parking only in designated areas. Designated parking areas on campus can be found on the back of the parking hangtag.

T. Room Decorations

While the resident is allowed to decorate their rooms, for safety reasons, the guidelines listed below have been established.

- Pictures, posters, or other materials must be hung using Command mounting hooks or on bulletinboards.
- The use of nails, tacks, screws, tape, glue, or other adhesive on walls, ceiling, wardrobes, woodwork, doors, or furniture is prohibited.
- Damages resulting from violations of this policy will be assessed against the resident/residents responsible.
- Wall hangings may not exceed 20% of the total wall space. Tapestries, carpeting, or other fabrics may not be suspended from ceilings.
- To prevent problems exiting, during an emergency, tapestries, carpeting, or from ceilings or across hallways or lobbies.

During the holiday season, to protect residents and staff:

- Holiday decorations may not be strung or hanging from the ceiling
- Plug-in decorations may not be left unattended and must be disconnected at night
- Materials such as artificial "snow" are not permitted on windows and doors since they are difficult to clean and may require a large amount of time to properly remove
- Open flame devices are not permitted

U. Subletting and Unauthorized Use of Room

The resident must not allow anyone to live in his/her apartment or assign his/her room to anyone. The resident who allows their apartment 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 apartment shall be subject to the same guidelines and fines. Violations will result in disciplinary action and possible termination of this **contract**.

V. Building Security

The resident and their guests are expected to comply with all security policies and procedures that include, but are not limited to:

- Escorting guest(s) throughout the building
- Using authorized entrances and exits only
- Comply when mandated by an authorized official to produce identification
- Adhering to the request of contractual personnel responsible for the security and monitoring of the building
- Not allowing unauthorized individuals enter the building

Failure to comply with posted and announced security regulations may result in disciplinary action and termination of this **contract**.

In an effort to keep the Off-Campus Affiliated Housing drug free, the University and campus affiliated housing management reserves the right to periodically use trained K-9 units to patrol the building.

W. 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.

X. University Policy Concerning Room Inspection, Entry and Searches

Off-Campus affiliated-housing, is under the control of the Owner(s) and management of Off-Campus Affiliated Housing, ORL, Bowie State University and the University System of Maryland Board of Regents. Responsibility for immediate supervision lies with Bowie State University and the Off-Campus Affiliated Housing owner(s) and management. 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 and Off-Campus Affiliated Housing management reserves the right of entry to inspect rooms and apartments in the interest of health, cleanliness, proper upkeep, property control and to investigate when reasonable cause exists concerning someone's safety or a policy violation is taking place.

Residence Life staff, along with Off-Campus Affiliated Housing management team will conduct monthly health and safety inspections. In all cases, authorized personnel must show official 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 and Off-Campus Affiliated Housing staff may enter without prior notice.

If a violation exists, you will receive a "Warning Notice" (first notification) AND 24 hours to rectify the violation.

FIRST INSPECTION: will be done at no charge to the Resident. IF this inspection is failed, a **SECOND INSPECTION**, will be scheduled. **SECOND INSPECTION:** there will be a \$45.00 fee charged to the Resident. IF this inspection is failed, a **FINAL**

INSPECTION will be scheduled AND a "Fourteen-Day Notice to Cure" letter will be sent.

FINAL INSPECTION: there will be a \$45.00 fee charged to the Resident. If this inspection is failed, Campus Affiliated Staff will be brought in to your apartment to correct the violation. **CHARGES WILL BE ADDED TO YOUR ACCOUNT** to cover the cost of labor, materials, and supplies.

The resident is responsible for the upkeep of the building and is liable for damage to or loss in their apartment and in public areas.

Personal Property

The University and off-campus affiliated housing is not responsible in any way for personal property that is lost, stolen, left unattended or damaged though it may occur in its buildings or on its grounds. The University and campus affiliated housing is not liable and will not provide refunds for incidents involving water damage from leaks, floods, tornadoes, lightning, power failure or any other structural, man- made or natural occurrence. The resident is expected to obtain rental insurance to cover their belongings in the case of damage and theft.

SECTION II BEHAVIOR EXPECTATIONS

INTRODUCTION

The Office of Residence Life expects residents to actively participate in and assist with keeping all members of the Bowie State community safe on campus and in Off-Campus Affiliated Housing.

If the resident observes something that seems out of the ordinary such as: a stranger or unescorted guest in the building; persons engaging in illegal activity; anyone damaging or defacing any building, he or she has a moral obligation to contact a member of the Residence Life or Off-Campus Affiliated Housing Staff or Security Personnel to report it. It is the responsibility of all Bowie State University community members whether on campus or in the Off-Campus Affiliated Housing facility to work

together to keep everyone 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.

The resident is expected to carry their Residence Life identification card (Res Life ID) at all times and present it to residence hall or Off-Campus Affiliated staff or security personnel upon request. The resident found responsible for violating policies and regulations listed in this contract, the resident handbook or Off-Campus Affiliated Housing policies may result in sanctions up to and including, fines, written warnings, disciplinary probation contract termination and possible criminal prosecution. Non-residents may also face disciplinary action and/or criminal prosecution.

Responsibility for Use of Off-Campus Affiliated Housing

The Bowie State University Code of Student Conduct and Off-Campus Affiliated Housing policies and procedures are hereby incorporated into this contract and residents are subject to all requirements included therein. Violations of these regulations may result in referral to the Director of Residence Life, their designee or the Coordinator of Student Conduct and Community Standards for review and appropriate action. Off-Campus Affiliated facilities include but not limited to resident rooms, lounges, common areas, meeting space, study rooms and any area immediately contiguous to Off-Campus Affiliated Housing and on the university campus.

Mandatory Attendance at Building Meetings and Residence Hall Programs and Activities

Off-Campus affiliated housing is more than a place where individuals sleep and study, but is a place that provide residents with a variety of learning experiences that supplement and complement what is taught in the classroom. Programs and activities are designed to provide opportunities for residents to develop or enhance life skills, engage in self- assessment, reflection and learning through interaction with others. In Off-Campus Affiliated Housing, ORL hopes residents would take advantage of the programs planned to enhance your living experience. However, residents are required to attend all mandatory building meetings.

Mail & Packages

Off-Campus affiliated housing accepts your packages from UPS or other official carrier under the following conditions:

- ♦ Off-Campus affiliated housing nor ORL is responsible for C.O.D. deliveries, packages delivered in a damaged condition or perishable items left in the office.
- ♦ Packages will only be released during regular office hours.
- ♦ Packages will only be released to whom they are addressed. Photo ID will be required before packages are released.
- ♦ You will be required to sign a Package Log when you pick up your package.
- ♦ Off-Campus affiliated housing staff accepts packages as a courtesy to residents. Off-Campus affiliated housing staff does not notify residents when a package is received in the office; it is the carrier’s responsibility to do so.

- ♦ Before coming to the office or calling to check on a package, please TRACK the package to see if it has been SIGNED FOR.

Pets

Pets are not allowed in the apartment homes and/or the community property. The following shall apply to a violation of this policy:

First: A written warning will be issued to the Resident specifying the complaint, a \$100.00 charge will be assessed against the Resident and ORL and campus affiliated housing management may, in its discretion, declare the Housing Contract to be in default.

Second: Upon a second violation, a \$500.00 charge will be assessed against the Resident and ORL and campus affiliated housing management staff will declare the Housing Contract to be in default. It is the responsibility of all Residents to report any illegal pets. Pet damage due to an illegal pet will be charged to the residents account and payment is due immediately.

Damage

The resident will be held responsible for damage to the facilities and the furniture contained in it. The resident will be billed for repair or replacement wherever the damage has occurred. In the event of willful damage occurring in common areas located in the immediate vicinity of the resident's room, or the furnishings or facilities located therein, if the perpetrators cannot be identified, all residents served by that common area may be assessed a fee for repair or replacement costs. The same assessment and billing process will be utilized during situations involving marking or defacing any surface e.g., door, wall, carpeting.

The resident is prohibited from stealing, possessing or damaging any property belonging to ORL or off-campus affiliated housing management, the university, commercial vendors *i.e., television, vending machines, video games, washing machines, dryers or telephone equipment*) or other residents.

Guests

ORL is committed to fostering an environment conducive to the academic and personal growth of everyone living in off-campus affiliated housing.

A guest will be considered anyone who visits a room or apartment and not assigned to that room or apartment. Residents not assigned to that room or apartment is considered a guest.

The following are terms and conditions which residents and their guests are expected to comply with at all times.

- Having people visit must be by mutual consent of all room or apartment mates.
- The resident will be held responsible for the behavior and actions of their guest(s), invited, uninvited, or any other persons in their room or apartment. The resident may be

charged in lieu of their guest(s) who violate Residence Life or campus affiliated housing policies. In addition, any guest(s) who does not comply with policies and procedures will be asked to leave immediately and risk other penalties, including criminal prosecution.

- The resident must escort their guest(s) throughout the building for the entire duration of the visit.
- Guests are not permitted access to building amenities such as laundry, lounges, etc. unless accompanied by their guest.
- All guests must leave the building upon the request of any authorized Residence Life or University official or campus affiliated housing management personnel.
- The resident is limited to a maximum of two (2) guests at any given time. There should be a maximum of 8 persons in an apartment at one time. If there are not enough hosts in the room, other guests will need to vacate the room.
- Overnight guest may not stay over more than three (3) days in a row and a maximum of nine (9) days per semester with the consent of room/apartment mates.
- ORL and off-campus affiliated housing reserves the right to prohibit repeated or extended visits, as well as their future access to the building. ORL may also fine the resident and their guest(s) for such violations. Residents and their guest may be subjected to additional disciplinary action for violating this policy.

All person(s), not enrolled in the classes at BSU, are prohibited from living in any residence hall or off-campus affiliated housing.

Children in Campus Affiliated Housing

Individuals under the age of 16 years of age are not allowed to be in the residence halls or off-campus affiliated housing.

Safety and Security

As a member of this community, if the resident observes individuals engaging in activities that may endanger themselves or others, contact, their RD, RA, off-campus affiliated housing office personnel or ORL immediately.

The following activities are prohibited:

- Propping open fire or exit doors
- Sounding an elevator alarm without due cause or interference with the normal operation of elevators
- Making fraudulent phone calls,
- Unauthorized use of credit cards
- Engaging in “bullying” behavior
- Failing to follow a directive from Residence Life personnel, the Off-Campus Affiliated staff, or Security personnel acting in the performance of his/her duties

Smoking Policy

Smoking of any kind in or around any residence halls or campus affiliated housing is prohibited. Disciplinary action will be taken against anyone found in violation of this policy. To protect the health and safety of residents, smoking or carrying lighted smoking materials is prohibited. This policy applies to all tenants and their guests. Violators will be subject to a fine of \$300.00 and the risk of eviction.

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 Off-Campus Affiliated Housing management
- Setting a fire within any residence hall, off-campus affiliated housing or in any area contiguous to a Residence Hall or campus affiliated housing
- Using broiler ovens, electric coffee makers, popcorn poppers, microwave ovens, hot plates, open burners or electric water heating devices in an individual room, on carpeted floors, in hallways, or public areas
- Keeping any refrigerator larger than 4 cubic feet with an electrical requirement exceeding 8 amps in the resident room
- Cooking indoors with charcoal or any other open flame device
- Burning candles with wicks or incenses indoors
- Failing to evacuate the building within 5 minutes, when a fire alarm has sounded
- Re-entering any building during a fire alarm without permission from Residence Life staff, Off-Campus Affiliated Housing management or Security personnel
- The resident is expected report to their designated evacuation zone. Residents must stand at least 200 feet away from the facility during evacuations
- Tampering with fire equipment
- Carrying or removing fire extinguishers from their mounts or storage boxes except in case of a fire
- Tampering with or activating any fire alarm when no fire is present
- Falsely reporting any fire or other emergency
- Disconnecting, sounding or otherwise tampering with any smoke detector
- Running electrical wires beneath any rug or carpet
- Replacing any room draperies with anything other than fire-retardant materials

Doors & Windows

The resident is prohibited from:

- Entering or exiting the building through a window when no emergency is present
- Dropping or throwing objects or liquids of any kind out of windows
- Placing stereo speakers or any other audio mechanism in windows
- Removing screens from windows
- Tampering or removing security tabs
- Propping open building entrance, suite or fire doors

Furniture

Furniture provided by off-campus affiliated housing may not be removed from rooms 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. Wall-mounted furniture and waterbeds are prohibited. Fines will be imposed on the resident who move common area furniture into their room or remove 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.

Personal Conduct

Activities that could endanger the safety of persons or damage property are prohibited in Off-Campus Affiliated Housing. This includes, but is not limited to: *playing floor hockey*,

throwing a Frisbee or balls, roller skating, rollerblading, hover boards, skateboarding, water fights, water guns, snowball fights, firing toy guns that use hazardous projectiles, throwing objects from windows, entering or exiting from windows or playing any other unapproved sports activity in campus affiliated housing.

The resident must not engage in any disorderly conduct or interfere with the rights of other residents in their academic pursuits. This specifically pertains to other residents' rights to an environment conducive to study and sleep. Residents are prohibited from harassing, hazing or verbally abusing any resident, guest, or member of the Residence Life or Off-Campus Affiliated Housing staff, and Security Personnel. Physically assaulting or causing harm to any person on University property or campus affiliated housing is prohibited.

Commercial Activity

It is in violation of the University posting policy to post or distribute any materials, solicit or canvass within Off-Campus Affiliated Housing, without the written approval of ORL and Off-Campus Affiliated Housing management.

Hazardous/Dangerous Materials

The resident is prohibited from keeping dangerous materials, including, but not limited to: *firearms, air or CO₂- powered weapons, knives, fireworks or other dangerous weapons.*

Noise Policy

Due to the academic nature of the University, all persons are required to respect the right of others to conduct classes without disturbance and to study, sleep and fulfill academic responsibilities without interruption from excessive noise.

The resident is prohibited from creating any excessive noise. Noise should not travel outside the confines of the room, suite, or apartment. Reported incidents of excessive noise or repeated incidents will be investigated and acted upon accordingly.

Courtesy v. Quiet Hours

Courtesy hours are in effect at all times. The resident must cooperate with reasonable requests to lower the noise level during courtesy hours.

Off-Campus affiliated housing quiet hours are **10 p.m. - 10 a.m.** During these times, the resident is expected to keep the noise level to a minimum so as not to disturb others.

The resident should not shout or otherwise create disturbances from or around Off-Campus Affiliated Housing facility.

The resident is prohibited from engaging in sports activity or creating excessive noise within 50 feet of Off-Campus Affiliated Housing facility.

Alcohol Policy

Bowie State University does not encourage or support alcohol use on campus or Off-Campus Affiliated Housing. The University prohibits unauthorized student possession, use, or distribution of alcoholic beverages by students or student group on campus, Off-Campus Affiliated Housing or at University sponsored events, on and off campus.

The Vice President of Student Affairs must authorize any exception to this policy. Under no circumstances is alcohol permitted in any campus residential facility owned, operated or affiliated by the University.

In accordance with Maryland law, anyone who willfully furnishes any alcoholic beverage to any individual under the age of 21 years can be charged a fine not exceeding \$1000 or 60 days' imprisonment or both.

Drug Policy

The University does not condone or permit the possession, use, distribution, or sale of any controlled dangerous substance on the campus, Off-Campus Affiliated Housing, the areas surrounding the campus and Off-Campus Affiliated Housing, or at University-sponsored events on and off the campus. The resident found responsible of violating this policy will be subject to disciplinary action, which could include sanctions up to, and including suspension or expulsion from the University.

It is the expectation of Bowie State University that residents, students, faculty, and staff who observe or suspect that a violation of the substance abuse policy is being committed will report it to the appropriate authorities. While the major thrust of Bowie State University is drug education and prevention, the University will take appropriate disciplinary actions to provide a drug free environment in which our students may grow intellectually and socially.

As per item “**X**” located on page 10 of this **contract**, a resident’s room or apartment may be searched when ‘reasonable cause exists that leads staff to believe that violation of a residence hall, campus affiliated housing or other University regulation is occurring.’ Please be advised that ORL staff will be monitoring activity and may ask to search and/or deny entry of any package that they believe contains items that are in violation of this **contract**. The Local Police may be contacted to address any illegal activity noticed by staff or residents.

Obvious Impairment

The resident found responsible for being obviously impaired or intoxicated in Off-Campus Affiliated Housing via the student judicial process will be issued sanctions for their actions. Recurrences of this behavior will result in further disciplinary action and possibly, contract termination.

Impaired Guest(s)

Impaired or intoxicated guests, who are not residents of Off- Campus Affiliated Housing, will be referred to local police, who may detain that person(s) until a friend or relative can retrieve them. In such situations, charges may be filed. Authorized Residence Life personnel, Campus Affiliated Housing staff or Security personnel may, at their discretion, deny entry into the building to any guest who is obviously impaired.

Violence

Hazing, fighting, or any actions that demonstrates a reckless disregard for human life and safety will be considered an act of violence and will not be tolerated in or around Off-Campus Affiliated Housing. The resident found responsible for engaging in such conduct

will be immediately removed from Off-Campus Affiliated Housing, pending the outcome of a judicial hearing. The results of that hearing will assist in determining if or when the resident can return to university sanction housing.

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 campus affiliated housing 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, ORL, or Off-Campus Affiliated Housing 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 Off-Campus Affiliated Housing 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 or their designee. If the action also appears to involve a violation of the Code of Student Conduct, the Assistant Director for Resident and Staff Initiative may also refer the case to the Coordinator for Student Conduct and Community Standards.

C. Resident Conduct Procedures

For violations that do not seriously jeopardize the immediate and/or continued safety and well-being of residents or cause considerable damage to Off-Campus Affiliated Housing property, contract termination or probation will be considered only after an appropriate hearing. Options will be exercised in accordance with due process. Depending on the nature of the violation, the charges may be referred to the Coordinator for Student Conduct and Community Standards.

D. Residence Life Show-Cause Procedure

In certain situations, an administrative Show-Cause Proceeding to determine whether this contract should be temporarily terminated may be conducted by the Director of Residence

Life or their designee. The Residence Life Show-Cause Procedure will generally be limited to disorderly, disruptive or reckless behavior by the resident that result in damage to Campus Affiliated Housing facilities; inflicts personal harm on self or others or interferes with the residents' right to pursue academic excellence.

The Show-Cause Proceeding shall be informal in nature and include the following:

1. The resident will be provided information regarding when they can expect to receive the name of the person who will contact them regarding the specific date, day, time and location of a formal judicial hearing.
2. The resident will be informed that they can contact ORL at least 24 hours in advance to arrange for a staff escort if they need to retrieve books, documents or items necessary for class and/or preparation for their formal hearing.

The formal judicial process will include the following:

- Written notification of the alleged misconduct with a general description of the inappropriate behavior and the contractual provisions and/or regulations s/he violated. Such proceedings will be closed to all persons other than those directly involved in the matter.
- Once the hearing has occurred, the resident will be informed of the decision in writing. If the decision is perceived by the resident to be adverse, they may appeal in writing within five (5) business days of the receipt of letter to the Assistant Director for Resident and Staff Initiatives or the Director of Residence Life. The Director will be the final decision on any sanctions put forward by any residence life staff or Residence Life Resident Judicial Board. Termination of this contract will be made in writing via email attachment and/or hand delivered to the resident via campus and/or certified mail.
- If this **contract** is terminated, the resident must vacate Off-Campus Affiliated Housing within forty-eight (48) hours or sooner depending on the severity of the offense as determined by the Director of Residence of Life or their designee. The resident who is dismissed or suspended from the University or has this **contract** terminated for disciplinary reasons, may not enter Off-Campus Affiliated Housing or any residence hall without prior permission of the Director of Residence Life or their designee. In such cases, a non-resident shall be advised that trespass charges shall be brought if that person is observed inside or within the immediate area surrounding Off-Campus Affiliated Housing or the residence halls.
- Any decision to terminate this **contract**, or deny visitation privileges, will not necessarily affect the resident's academic standing or pursuits.
- It is hereby mutually agreed that all provisions of Off-Campus Affiliated Housing management policies, the resident handbook and all provisions and policies of ORL, all University Regulations, all State, Federal and local laws are binding under the **contract** and incorporated by reference herein.

As of March 4, 2020