

Housing License Agreement and Dining Services Contract

2024-2025 Academic Year

The *Housing License Agreement* is a legal agreement between Indiana University of Pennsylvania (IUP) and the individual student and is enforceable once it has been submitted to the university. This agreement entitles the student to the use of the IUP owned or managed buildings and dining halls only in such manner as set forth herein, and in *The Source: A Student Policy Guide* (<https://www.iup.edu/studentaffairs/student-policy-index-a-z/index.html>). This Housing License Agreement grants student a license to use the IUP owned or managed buildings and shall not be construed as a lease. This Housing License Agreement is binding for the full academic year or remaining portion thereof and cannot be transferred or reassigned.

IUP is committed to ensuring equal access to education as intended by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. If you are a student at IUP and you have a disability that limits a major life activity and require housing or dining accommodations, register with the Department for Disability Access and Advising (D²A²) (<https://www.iup.edu/disabilitysupport/index.html>). D²A² provides accommodations and services for students with disabilities of all kinds, including learning, physical, hearing, vision, medical, psychological, and other. This information will be kept confidential and not disclosed to anyone, unless required by law

1. Residency Requirement

There is a two-semester residency requirement for all full-time first-year freshmen. Students, with fewer than 30 credits, transferring from other colleges or universities to attend the Indiana campus are required to live on campus until they attain 30 or more credits. Exceptions to this requirement include students who: a) commute no more than 50 miles from the home of their parent or guardian; b) are married; c) have dependent children living with them; d) are a veteran of the military services, or e) are 21 years of age or older on or before the start of that semester's classes. Individuals requesting an exemption to the residency requirement must complete a *Residency Requirement Exemption Request Form* and submit it to the Office of Housing and Dining. This form MUST be submitted no later than two months before the start of that semester's classes. All decisions on residency exemptions by the Office of Housing and Dining are final.

2. Eligibility

Eligibility to occupy the premises is limited to students who are officially registered for IUP course work or students who have been approved by the Office of Housing and Dining and who are attending another institution which has an agreement for such with IUP. Student occupancy of residence hall rooms is solely incidental to this academic relationship. Eligibility for occupancy automatically ends upon withdrawal or termination of enrollment as an IUP student.

3. Housing License Agreement Term

This Housing License Agreement is for the full academic year at times when the institution is in session and cannot be terminated or canceled except under the conditions cited in section 6 of this agreement. If entered into after the start of the academic year, this agreement applies only to the balance of the academic year.

4. Payment/Fees

Estimated semester housing and meal fees are indicated on the *Online Housing License Agreement*. In addition to the per semester housing fee, an annual, non-refundable Commons Fee which covers common and community space maintenance and upkeep will be assessed on the university billing statement for the period of the agreement. The Commons Fee is exclusive of any individual or group damage billing charges which may be incurred. (See Section 16 below for details pertaining to damage billing.) Payment will be in accordance with the housing fees set by the Council of Trustees and Foundation of Indiana University of Pennsylvania (FIUP). Payment of semester room and meal fees must be made according to the deadline dates indicated on the university billing statement for each semester. Any prepayments collected are credited to the student's housing fee for the following semester.

5. Meningococcal Meningitis Vaccination Requirement

The College and University Student Vaccination Act requires that all students, prior to moving into university owned or managed residence halls must receive the vaccination for meningococcal meningitis or provide documentation stating that the student has chosen to be exempted from receiving the vaccination for religious or other reasons. All residents are required to provide documentation prior to moving into campus rooms indicating that they are in compliance with the law. This statement of compliance with the College and University Student Vaccination Act is contained in the Online Housing License Agreement and must be completed at the time the student is applying for housing. In addition to completing the compliance information on the Housing License Agreement, evidence of vaccination can be documented electronically. More information can be found at: <https://www.iup.edu/healthservice/health-and-immunization-history/index.html>. Meningococcal vaccinations are available at the IUP Health Service. Questions about the meningitis vaccination should be directed to the Health Service at (724) 357-6475 or health-inquiry@iup.edu.

6. Termination of Housing License Agreement

The Housing License Agreement is binding for the full academic year or remaining portion thereof and may not be transferred or reassigned.

- A. THE HOUSING LICENSE AGREEMENT WILL NOT BE TERMINATED IN ORDER FOR STUDENTS TO LIVE OFF CAMPUS OR COMMUTE.
- B. The Office of Housing and Dining may release a student for the following reasons: (a) participation in a university-sponsored program such as study abroad, student teaching, or internship experience away from the Indiana area; or (b) serious illness or injury to the resident which prevents enrollment or matriculation. Requests for termination of this agreement must be submitted in writing using the Housing License Agreement Release Request Application with supporting documentation to the Office of Housing and Dining. If a student's request is approved, fees may apply.
- C. Discontinuance of enrollment, including December graduation, automatically terminates this agreement.
- D. Withdrawal from IUP during the semester automatically terminates the agreement. Residents must withdraw with the Office of the Student Advocate and notify the Office of Housing and Dining. Residents will forfeit their room and meal fees in accordance with the established university refund policy.
- E. A *Housing License Agreement* termination resulting from disciplinary dismissal from the university will subject the student to forfeiture of room and meal fees for the remainder of the semester in accordance with the fee schedule outlined at <https://www.iup.edu/student-billing/policies/refund-policy.html>
- F. Failure to pay semester fees according to the payment deadlines established by the university will result in loss of status as a student and, therefore, loss of housing. Should the student register late, s/he will be under the same *Housing License Agreement* obligations that existed prior to the loss of eligibility.
- G. In a situation where it is determined that a student's continued presence in on-campus residential facilities constitutes an immediate threat of harm to the student, other individuals, IUP owned or managed buildings, or would negatively impact the lives of others living in on campus residential buildings, the Office of the Vice President for Student Affairs may remove a student from on-campus housing pending final disposition of the case. The student has the right to have the interim removal decision reviewed within ten calendar days if final disposition in the case cannot occur in that timeframe.
- H. The Office of Housing and Dining may terminate or temporarily suspend performance of any part of this agreement without prior notice in the event of an emergency or other event which necessitates immediate action and which would make continued operation of student housing unduly difficult.

7. Late Arrivals

Students are asked to notify the Office of Housing and Dining in advance if their planned arrival date is later than the end of the first day of classes. Failure to do so may result in reassignment or cancellation of housing.

8. Vacation Periods - Occupancy

Students living in university owned or managed buildings may not occupy their units during official university break periods which typically include November break, semester break, and spring break periods since university housing and dining facilities are closed. Break housing will be provided in a designated residential building(s) for international students, athletes participating in competition, student teachers or internship participants whose programs continue during a break period. Students in need of accommodation will be housed on a space-available basis in break-housing and will be charged the daily fee at the current room rate for the number of days housing is needed.

9. Vacating & Abandoned Property

Except as otherwise provided, the residential facilities must be vacated: a) within 24 hours after termination of this agreement or discontinuance as a student; b) within 24 hours after a student's last final examination of the semester; or c) at the official closing time, whichever occurs earliest. Official closing notices will be posted prior to the close of each semester or break period. The student is responsible for abiding by the conditions set forth in all closing notices and following checkout procedures and timelines. Failure to post closing notices shall not serve as an excuse for the student to violate established checkout procedures and timelines.

Students are responsible for removing all personal belongings and trash from their assigned suite/room upon vacating. Failure to remove trash and personal belongings may require the Office of Housing and Dining to remove all personal belongings and restore the space. Any property removed by the University may be stored for up to 4 weeks at an additional charge if arrangements are made with the student. If arrangements are not made within 7 days, the personal belongings will be treated as abandoned property and disposed of accordingly. Failure to schedule and plan for property pick up with the Office of Housing and Dining will result in any personal property being labeled as abandoned. The Office of Housing and Dining shall not be liable for any damage to or loss of such property that occurs during removal, storage, delivery, or disposal. The student shall pay to the Office of Housing and Dining all costs incurred by the University in effecting such removal, storage, delivery, or disposal, and in restoring the space.

10. Dining Service

Students residing in IUP owned or managed buildings are required to choose one of the university meal plans explained on the *Online Housing License Agreement*. Upon notification or in cases of emergency, the university may adjust meal hours and dining service

locations. Dining services begin with breakfast on the Thursday before classes begin for Fall semester and end at noon on the Saturday following Spring finals. Dining service is not provided under this agreement during official university break periods, which typically include November break, semester break, and spring break. Refunds are not made for missed meals. Students who need to change meal plans may do so by submitting written requests to the Office of Housing and Dining no later than 4:00 p.m. on the Friday of the first week of classes for fall and spring semesters. Meal plans will not be changed during a semester. Only official I-Cards may be used for entrance to dining facilities and these cards may not be altered or transferred.

11. Room Assignment Policy

The Office of Housing and Dining will not unlawfully discriminate in room or hall assignments on the basis of race, color, religion, national origin, ancestry, sexual orientation, or physical abilities. The Office of Housing and Dining further recognizes and appreciates the educational value of diversity at the university and does not consider differing backgrounds, physical characteristics, race, religion, or sexual orientation acceptable grounds for honoring room change requests. Failure to honor assignment preferences will not void this agreement. The Office of Housing and Dining reserves the right to: a) change room or hall assignments; b) to relocate individuals or groups of individuals if a disruptive environment exists; or c) to consolidate vacancies by requiring residents to move. When a vacancy occurs, the university reserves the right to show the room and assign a new occupant. Furthermore, the Office of Housing and Dining reserve the right to reassign any resident who is infringing on the rights of their roommate(s) to study, sleep, or privacy, or in response to disciplinary concerns.

12. Room Changes

Room changes will be permitted beginning the third full week of classes each semester. Information about room changes will be available beginning at that time during the fall and spring semesters. Unauthorized room or suite changes or moves at times not designated are not permitted. A student wishing to live with a roommate other than the one assigned cannot force the assigned roommate to vacate the room. In such a case, the assigned roommate must be willing to move subject to approval by university staff. Students with vacancies are encouraged to seek out roommates or a new room/suite during Open Room Change Period.

14. Lock-out Policy

Residents are responsible for their own key/I-Card and for their access to their room/suite. It is considered a lockout anytime a resident is issued a temporary card/key/fob or an Office of Housing and Dining staff member has to let a resident into their space using master access. In the event of a lockout, the following applies:

Students can sign out a temporary access card or key to their space at the Office of Housing and Dining for a 15-minute time frame in order to regain access to their room/suite. The first two lockouts are free of charge. After the second lockout the following applies:

- A. 3rd lockout: \$10 fee (billed to IUP student account)
- B. Every lockout after the 3rd results in a \$15 fee as well as a meeting with a staff member from the Office of Housing and Dining.

15. Responsibilities for Room Use

- A. Check-in/Check-out Requirements: Upon moving into a room, each resident must complete an online room inventory, which will be an accurate and complete record of the contents and condition of the assigned room via their MyIUP Housing Portal. This inventory will serve as the basis for check-out, and charges for room damage and/or missing items, if assessed.
- B. Solicitation: No door-to-door solicitation is permitted in IUP owned or managed buildings by individuals or groups. The occupant of an individual suite is permitted to invite individuals, groups, organizations, associations, and corporations to conduct group or individual commercial and noncommercial solicitation in the individual suite provided such activity does not: a) create undue noise; b) disturb either the occupant's roommate(s) or occupants of nearby rooms; or extend out into the hallways.
- C. Room Inspection: The University reserves the right to inspect individual rooms to: a) insure proper maintenance of health and safety standards; b) take inventory; c) make necessary repairs; d) perform extermination/pest control services; e) add/remove furniture, and f) enforce university policies. Periodic inspections will be made at reasonable times with advance notice except: a) in emergency situations; b) to address maintenance concerns; or c) to gain access to enforce university policies. If necessary, additional disciplinary action may be initiated.
- D. Room Care: Residents are responsible for: a) cleaning their rooms; b) removing waste material regularly; and c) maintaining sanitation and safety conditions acceptable to the university.
- E. Decorations: Pictures, posters and other materials may be hung using poster putty. If damage is done to the walls (paint peels, drywall tears, etc.) the room/suite occupant(s) will be charged for labor and materials to repaint the area. Anything that leaves marks on walls when removed, that requires painting and/or plastering is prohibited and the resident will be billed. All decorations and poster putty must be removed when the resident vacates. Students may not attach anything to the sprinkler system head or attached soffit. Students may decorate the outside of the door if decorations: a) are not lewd or hostile; b) do not block exits; c) should not have any electrical connection to them i.e., lights or powered decorations; and d) do not create a potential fire or safety hazard. Similarly, decorations visible from the outside of the room (i.e. through windows) cannot be lewd or hostile. The university does not provide draperies. If residents provide draperies they must be flame retardant.

- F. **Noise:** All residents are responsible for maintaining reasonable conditions for studying. *Excessive noise is a violation of the right to study and/or sleep and will be cause for disciplinary action.* Students have the right to sleep and study in their rooms 24 hours a day. To meet this goal, we have established minimum courtesy and quiet hours. Courtesy hours are in effect 24 hours a day and require students to be considerate of the needs of others and to comply with requests to maintain a reasonable level of noise. Quiet hours require that noise be reduced so that nothing can be heard from within rooms when doors are closed. A twenty-four hour quiet period goes into effect prior to and during final examination periods to provide residents with an atmosphere conducive to preparing for exams.
- G. **Guests:** Every guest is subject to university rules and regulations. The resident host agrees to monitor, and accept responsibility for, the behavior of their guests. Hosts must escort guests at all times. The rights to study, sleep, and privacy precede visitation privileges. Overnight guests in an individual unit are limited to two per resident and can visit for up to three consecutive days but no more than nine nights in any given month. Guests can visit the assigned room of the host only if they are registered through the host's MyIUP Housing Portal. Any roommates/suitemates of the host will be emailed that a visitor has been registered and the dates of the requested stay. Roommates/suitemates have the right to deny a guest/visitation. The university reserves the right to deny access to any guest visitation for health, safety/security reasons, and/or if the guest has been determined that such person has disturbed, endangered or disrupted any resident.
- H. **Furniture:** The furniture that is provided by the Office of Housing and Dining must remain in the assigned suite. Removal of furnishings from the unit, common areas, and buildings is prohibited and will constitute a theft. The responsible student(s) may be referred to the IUP conduct system and/or civil process. We do not have storage space for personal items or for university furnishings. Common area furniture found in an individual unit will be removed and residents charged for labor costs to return the furniture to its assigned location.

16. Damages

Occupants agree to pay for damages, lost or stolen property, or additional service costs caused by facility abuse or neglect whether caused by themselves or by their guests. Damage or loss must be reported promptly to a Residential Living staff member. Occupants will be responsible for damage to or within the unit and for damaged or missing furniture or equipment based on the current cost of labor, materials, and/or replacement cost of item(s). If two or more students occupy the same unit and individual responsibility for damage or loss cannot be ascertained, charges will be divided and assessed equally among occupants of the unit. Residents share in the responsibility for the condition of the common areas within their assigned building and may be assessed fees for damage or theft to a hall floor/wing or other common area of the building that cannot be attributed to a particular individual(s). These charges must be paid in accordance with the established billing schedule. Persons identified as causing damage to property may be charged with institutional vandalism under the crimes code of the Commonwealth of Pennsylvania and may also face university conduct action.

17. Pets

The keeping or presence of pets is prohibited, except for fish in aquariums or in assigned and approved Pet Friendly residential communities. Outside of these communities, residents are limited to have one ten-gallon aquarium in either their bedroom or the common area of the unit, with a maximum of one ten-gallon aquarium in the common area of the unit. Students selecting to live in Pet Friendly communities will be required to complete additional paperwork and receive approval prior to bringing their pet in to the community. Students with the need for service or emotional support animals should contact the Office of Housing and Dining for more information regarding service/assistance animal procedures.

18. Appliances and Electrical Equipment

Refrigerators and microwaves are provided in suites. Residents may bring one additional small refrigerator (not to exceed 2 amps) provided the unit does not cause power problems for the space, in which case its use shall be discontinued. The following are additional appliances are **permitted** in student suites/rooms: coffee maker, electric blanket, fan (portable), gaming systems, hair dryer/straightener/curler, heating pad, printer, scanner, stereo/DVD player and television. The following are appliances **not permitted** in student suites/rooms: air fryer, air conditioning unit, ceiling fan, electric potpourri/candle/fragrance burner/pot, electric space heater (except in extreme weather conditions as approved by the university), electric skillet, fog machine, George Foreman or similar grill, halogen lamp, hot plate, hot pot, iron (use not allowed in student rooms but permitted in designated areas within the building), kitchen knives exceeding 4" in length, popcorn popper, rice cooker, toaster, and toaster oven. The university reserves the right to add or delete items to the list of permissible and prohibited appliances. All appliances must be plugged in within the room and must not exceed the amperage limits of circuits in the suite/room. Overloading outlets is not permitted. To protect computers and other electronically sensitive equipment, surge protection outlet strips with a built-in 15 amp fuse or circuit breaker protector are strongly recommended. Multi-outlet electrical adaptors or power strips must be UL approved and have a built-in 15 amp fuse or circuit breaker. Extension cords must: a) be UL approved; b) not be frayed or worn; and c) must not be used to power appliances that exceed the rated electrical capacity of the cord. The university reserves the right to confiscate unauthorized or dangerous appliances or to restrict their use if safety/power consumption issues arise.

19. Food Preparation

Microwaves are the only food preparation appliances permitted within an individual unit. Occupants who store food in their rooms do so at their own risk. To ensure effective pest control, food must be stored in air-tight containers and removed during periods when

residence halls are closed.

20. Fire Safety

Due to the extreme danger that fires pose in a residential community, any resident who: a) ignites any facility, furnishings and/or equipment; b) interferes with fire officials; c) interferes or tampers with a fire alarm system or safety equipment including sprinklers, heat or smoke detectors, fire alarm pull stations, and pull station covers; or d) places false alarms will be subject to immediate removal from the suite/room and to further applicable university or civil action. All occupants are required to participate in fire drills. Evacuation of the building by all occupants is required immediately after the fire alarm sounds. Failure to evacuate will subject an occupant to a student conduct referral. The storage of explosive or flammable substances, possession or use of other flaming articles, to include candles and incense, within any suite/room is strictly prohibited. In addition, building codes limit the number of occupants and guests to the maximum allowed by room square footage.

21. Firearms/Weapons

The possession or use of rifles, shotguns, firearms, ammunition, gunpowder, fireworks, nunchucks, air rifles, knives, BB guns, air pistols, bows and arrows, dart guns, paintball guns, stun guns, look-alike weapons, tasers, and any other items commonly or potentially used as a weapon are prohibited including any items listed in the PA Crimes Code C.S. 908, and may be cause for immediate removal from housing. All weapons or look-alike weapons must be stored at the University Police Office.

22. Safety and Security

For the safety and security of all students, occupants are required to comply with safety and security procedures and are prohibited from tampering with locked doors and window stops, entering/exiting via exterior doors with immediate alarms (except during emergencies), entering/exiting via windows, admitting unauthorized persons or individuals into buildings, and/or propping outside entrances open. Each resident is given access to their building and unit via their I-Card or mobile access, which is not transferable. I-Cards and individual room keys may not be duplicated or transferred. Mobile app credentials and tokens cannot be reused once they have been entered into a mobile device. Residents will be charged the current cost of labor and materials for the replacement of lost or stolen I-Cards/room keys/fobs and the resulting lock core change. All lock core changes for lost or stolen room keys will be replaced as soon as possible. Hallways and stairways must be kept clear for emergencies, for exit, and for cleaning. Objects which serve to obstruct hallways or stairwells are prohibited. Conduct which threatens or endangers the health, safety, or well-being of any person is prohibited in and around university residence halls and is subject to disciplinary action.

23. Smoking Policy

Smoking of any kind, including electronic cigarettes/electronic nicotine delivery systems/vape pens/vaporizer cigarettes, are NOT permitted anywhere in IUP owned or managed buildings. Occupants and their guests are required to observe the policy at all times.

24. Rules

The following are prohibited in and around IUP owned or managed buildings: Failure to observe these and all other regulations described in 1) *the Housing License Agreement and Dining Services Contract*, and 2) *The Source: A Student Policy Guide* (<https://www.iup.edu/studentaffairs/student-policy-index-a-z/index.html>) may result in a referral to the Office of Community Standards.

- Abuse/Harassment/Sexual Assault/Stalking – As defined in IUP's The Source: A Student Policy Guide
- Aerials - Objects including aerials, masts, and radio transmitting or receiving equipment;
- Decorations - Decorations inside a room must be hung flush to the wall or ceiling and away from electrical and light fixtures. Door decorations cannot extend beyond the door frame into the hallway and must not include paper streamers.
- Dropping objects - Dropping objects from stairwells, exits, or windows;
- Drugs - As defined in IUP Code of Student Conduct.
- Electrical equipment - Tampering with or altering electrical equipment or wiring;
- Engines - Internal combustion engines;
- Gambling;
- Marijuana – Marijuana is not permitted on campus. If you have a prescription for medical marijuana, please contact the Office of Housing and Dining prior to your arrival.
- Playing of musical instruments;
- Screens/Windows - Removing the screen from a window, disposing of any item from a window, hoisting items through a window, tampering with secured windows or secure window stops;
- Sports - participation in physical sports activities in corridors or common areas;
- Use of sub-woofers;
- Waterbeds;
- Weights - Weight-lifting equipment; and
- Any other reasonable policy the University may issue from time to time or directive given by a member of the housing staff.

25. Alcohol

For residents under the age of 21, University Regulations prohibit the possession, sale, and/or consumption of alcohol as defined in IUP's The Source: A student Policy Guide. In addition, alcoholic beverage containers, advertisements, or neon signs may not be displayed in suite/room windows or other areas in the residential building. Alcoholic beverage containers (full or empty) may not be displayed anywhere in the suite/room.

For residents living in Upper Division housing areas (designated by the Office of Housing and Dining), possession and consumption of alcohol is permitted for residents over 21 years of age. No alcohol will be permitted in public areas including hallways. Kegs are not permitted in the building. Total alcohol per resident cannot exceed a) six pack of beer/wine cooler/malted beverage, OR b) 375 mL of hard alcohol, OR c) one liter bottle of wine. All residents and guests are expected to comply with state and local laws related to alcohol use, possession, sale and distribution.

26. Liability

- A. In the event of damage by fire, smoke, water, steam, excessive heat or cold, or other causes which render a room wholly unfit for occupancy, the Office of Housing and Dining reserves the right to reassign the resident to alternate housing accommodations.
- B. The Office of Housing and Dining shall not be directly or indirectly liable for loss of or damage to any article of personal property anywhere on the premises due to insufficient or excessive heat, cold, smoke, fire, water, steam, mold, electrical surge, the elements, actions of third persons, or similar causes.

27. Insurance of Personal Property

Personal property of residents is not covered by the Office of Housing and Dining insurance. ***Occupants are strongly encouraged to carry their own insurance protection against loss of, or damage to, their personal property.***

28. Policy on Repairs/Renovations and New Construction

The Office of Housing and Dining reserves the right to make repairs and renovations to its facilities and grounds and undertake new construction at any time. This includes repairs and renovations in suites/rooms and dining halls, as well as the grounds adjacent to these facilities. Under typical circumstances, work will be scheduled during normal university business hours, i.e., 7:00 a.m. to 4:30 p.m., Monday through Friday. If an emergency occurs, corrective measures may be undertaken at any time of the day or night, seven days a week. Efforts will be made to schedule any necessary work during break periods when facilities are not occupied; however, this will not be possible in all cases.

29. General Policies

- A. Occupants are expected to comply with all university regulations described in 1) *the Housing License Agreement and Dining Services Contract*, and 2) *The Source: A Student Policy Guide* (<https://www.iup.edu/studentaffairs/student-policy-index-a-z/index.html>) may result in a referral to the Office of Community Standards.
- B. Within this agreement, state law, and university regulations have been designed to maintain an appropriate environment for the benefit of all residents. Violations may result in university conduct action including removal from the suites/rooms and suspension or expulsion from the university.
- C. The University may make changes in policy during the term of this agreement. Such changes will be made public by placing notices on suite/room bulletin boards before the changes become effective, unless the health, safety, or welfare of persons using the facilities may be adversely affected by delay, at which time implementation will be immediate.
- D. If any provision of this agreement is declared illegal or unenforceable, the remaining provisions will remain in full force and effect.

No change in the printed format of this *Housing License Agreement* shall be valid or binding on The Office of Housing and Dining unless the location of such change is signed by the Director of Housing and Dining. Questions regarding the content of this Housing License Agreement should be directed to the Associate Director for Occupancy and Marketing, Office of Housing and Dining.