### 2024–2025 ON-CAMPUS HOUSING CONTRACT TERMS AND CONDITIONS for Residence Halls and Apartments

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### I. INTRODUCTION

This contract is a legally binding agreement between lowa State University (ISU) and the contract signatory. This document establishes the Department of Residence (DOR) On-Campus Housing Contract Terms and Conditions for housing in all residence halls (Halls), the Frederiksen Court apartments (Frederiksen), and Schilletter & University Village (SUV) apartments. No verbal statement by any party is considered a waiver of any term or condition, whether expressed or implied.

It is your responsibility to become familiar with all aspects of this contract. Along with these terms, all policies, rules, and regulations outlined in the <u>Department of Residence Conduct Policies</u>, the <u>ISU Dining Terms and Conditions</u>, and on the DOR website <u>http://housing.iastate.edu/</u> are incorporated into this contract and binding on all parties.

### A. Contract Types

- 1. <u>Academic Year</u> contracts provide housing during the fall 2024 and spring 2025 semesters. This includes housing during Fall, Winter and Spring breaks.
  - a. Contracts that begin fall automatically include spring semester. Fall semester only contracts are not available.
- 2. <u>Spring Only</u> contracts provide housing for spring 2025 semester. This includes housing during Spring break.
  - a. Contracts that begin in spring are only for spring.

#### B. Resident Types

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- 1. <u>Returning Students</u> are those who attended ISU or were on waiver (section V.E.) the fall or spring semester prior to the start of the contract.
- 2. <u>New Students</u> are newly admitted students who will attend ISU for the first time at the start of the contract or the summer immediately prior. This also includes readmitted ISU students who have a one-semester or longer gap in on-campus residency.
- 3. Families are students who will attend ISU and wish to live with their family member(s).
  - a. Only one contract is permitted per Family and is limited to five individuals, to include no more than three school-aged children (see section II.B.6).
  - **b.** Family members can include spouse, partner, children, siblings. Family members must be listed on the on-campus housing contract at the time the contract is signed.

### C. On-Campus Housing Eligibility Requirements

- 1. There is no requirement for any student to live in on-campus housing. Living in on-campus housing is a privilege and individuals must be eligible and maintain eligibility. Any eligible ISU student may sign an on-campus housing contract.
  - To be eligible for on-campus housing, you must be in good financial standing with ISU and
  - a. Enrolled as a student at ISU and registered for at least one credit, or
  - **b.** Accepted into the DMACC-ISU Connect Program.
- **3.** If you are required to register under the Iowa Sex Offender Registry Law, Iowa Code Chapter 692A, you are not eligible to live on-campus. Upon review, other criminal convictions may render an individual ineligible.
- 4. You may receive a disciplinary sanction that revokes your on-campus housing eligibility and terminates your contract (section IV) if you are found responsible for violation of these terms, the DOR Conduct Policies, the ISU Dining Terms and Policies, the ISU Student Code of Conduct, or other applicable policies in the ISU Policy Library.

# D. Neighborhood Eligibility Requirements

- 1. Age eligibility is determined as of September 1, 2024 for contracts that begin fall 2024; February 1, 2025 for contracts that begin spring 2025.
- 2. Buchanan Hall, Geoffroy Hall, Richardson Court, Union Drive, and Wilson Hall are available to all eligible students.
  - a. Following Re-contracting, newly admitted students aged 19 and younger have priority for assignments.
- 3. Frederiksen Court (Frederiksen), University Village (UV) Apartments, and Wallace Hall are available to all eligible Returning Students and eligible New Students aged 19 or older.
  - **a.** Building 22 in **Frederiksen** and Buildings 170-173 in University Village are reserved for graduate students and undergraduate students aged 21 or older.
- 4. Schilletter Village (SV) Apartments are available only to Family residents and their family members.

# 5. Exceptions to Neighborhood Specific Eligibility

- a. <u>Athletes</u> Due to team-living requirements (remove "and the need for break housing"), members of specific ISU athletic teams may receive permission to live in ISU owned/operated apartments regardless of age. Only coaches may request this and permission is granted to teams, not individuals.
- **b.** <u>Family</u> New Students 18 and under, may request permission, in writing, to live with an older family member in **Frederiksen** or **UV**. Permission is granted only so long as the family members live together.

# E. Contract Dates

# 1. Fall 2024 Check-In / Out Dates

- a. All contracts begin Thursday, August 22, 2024. Check-in dates are as followed:
  - i. Saturday, August 17, 2024 Frederiksen Court and SUV apartments open to all residents
  - ii. Tuesday, August 20, 2024 New Students assigned to even numbered Residence Hall rooms
  - iii. Wednesday, August 21, 2024 New Students assigned to odd numbered Residence Hall rooms
  - iv. Thursday, August 22, 2024 All Returning Students assigned to Residence Halls
- b. Check-out at end of the fall semester
  - i. Residents who will remain an ISU student are not required to checkout
    - ai) All on-campus housing locations will remain open for winter break.
  - ii. Residents who will **leave ISU** or who have cancelled their housing contract are required to checkout as follows:
    - aii) 12:00 noon, Saturday, December 21, 2024– Non-graduating residents.
    - bii) 7:00 p.m., Saturday, December 21, 2024 Graduating residents.

# 2. Spring 2025 Check-In / Out Dates

- a. All contracts begin Thursday, January 16, 2025. New Student check-in begins this same day in all Halls and Apartments. Returning Students can also return this day.
- b. Check-out at end of the spring semester
  - i. Residents WITH summer 2025 contracts will be emailed information about moving from their spring to their summer assignment.
  - ii. Residents WITHOUT a summer 2025 contract are required to checkout as follows:
    - aii) 12:00 noon, Saturday, May 17, 2025 Non-graduating residents.
    - bii) 7:00 p.m., Saturday, May 17, 2025 Graduating residents.

# F. Early Arrival

- <u>Fall Semester</u> The DOR offers Temporary Housing and Early Arrival on-campus housing to all ISU students prior to the start of the fall semester subject to early arrival fees as described in section II.C.5. With the exception of summer 2024 residents who transition to fall housing, everyone who receives keys to their fall assignment prior to their check-in date, whether or not they actually begin living in the space, are Early Arrivals.
- 2. <u>Spring Semester</u> Early Arrival is prohibited at the start of the spring semester.
- **G.** Late Arrival The DOR may terminate your contract (section IV) if you do not check-in to your assigned space by 5:00 p.m. on the first day of classes for any semester if you have not notified the DOR that you will arrive late. Cancellation penalties may apply.

# II. ASSESSMENT, RATES, and FEES

# A. Assessment

- 1. Housing fees are assessed through the U-bill. Failure to pay fees does not constitute cancellation (section V) of this contract.
- 2. For contracts submitted prior to the contract begin date (section I.E-G), your housing and dining fees are billed prior to the start of each term and begin to accrue on the contract begin date. Checking in after the contract begin date does not result in a reduction of any fees.

- 3. For contracts submitted after the contract begin date, housing and dining fees are billed and begin to accrue at the time you are assigned.
- If you leave on-campus housing, housing and dining fees continue to accrue until the date that you complete a proper check out and return your keys. Depending on your reason for departure, cancellation penalties may apply.
  - a. There is no refund of housing fees during the last 14 days of any term.

### B. Rates

- 1. Rates are submitted to the Board of Regents (BOR), State of Iowa, and are posted on the DOR Website in February/March. These rates are subject to change until they are approved by the BOR. The DOR website is updated once approved rates are available. The BOR may change the approved rates during the term of the contract by giving 30 days advance notice. If rates are increased, all impacted residents are notified via email. Residents have 30 days from the date of this email to cancel your contracts without penalty. BOR approval of the proposed rates is not considered a rate change.
- 2. You are required to pay the rate associated with your assigned space. If you move to a new assignment with a different rate, prorated charges / credits are assessed to your Ubill.
- 3. Rates include the following:
  - a. Residence Halls and Frederiksen Rates include all utilities and the furnishings specified on the DOR website.
  - b. Frederiksen residents may use the ISU Information Technology Services Portal to contract for bedroom Ethernet service.
  - c. SUV Rates include utilities except gas, and, in UV furnished apartments, the furnishings specified on the DOR website.
    - i. In SUV, gas service is paid separately and required for the heating system, the water heater, and cooking. Gas will be billed to your UBill on a monthly basis, separate from housing rental fees.

### 4. Pet-friendly Apartments

**a.** Pet-friendly apartments are available in select buildings in Frederiksen Court and SUV. Pet apartment rates are higher than non-pet apartments to cover the normal maintenance and cleaning associated with an apartment where pets are present. It does not cover beyond normal and routine damage or cleaning costs. The pet rate is charged in all pet apartments, regardless of pet ownership.

### 5. SUV Family Apartment Tuition

- a. The rate for SUV family apartments includes Ames Community School District tuition. The DOR will pay tuition to the Ames Community School District for up to three school-aged, legally dependent children residing with any contracted resident in family housing.
  - i. School-aged is defined as attending kindergarten (including early-kindergarten) through grade 12.
- **b.** To be eligible, children must be listed on the housing contract at the time it is submitted. You must notify the Administrative Services Office, in writing, of any changes in child status that occur after the contract has been submitted.
- c. Any tuition charges assessed to the DOR for dependent children not indicated on the contract or reported to the Administrative Services Office, or for more than three children in one apartment, are charged to the UBill of the contracted resident.

### C. Fees

- 1. Abandoned Property If you leave items in your assigned space/building following your checkout, you will be charged the actual cost of removal, storage and disposal of your personal property, with a minimum charge of \$50.
- 2. Access to a Closed Building Access to a closed Hall during a scheduled vacation period, including summer, is allowed only through special arrangement with on-call staff. You will be charged a minimum \$25 charge for each instance.
- 3. Damages / Vandalism You are responsible for the condition of your assigned space and associated common areas. Charges are assessed for areas kept in poor physical condition and requiring non-routine service from maintenance and custodial staffs. Residents are held equally responsible for damages / vandalism that cannot be attributed to a specific roommate or community member.
- 4. Dues All residents are assessed dues each year. These dues contribute to programming, upkeep of community owned equipment, and other community needs.
  - a. Hall residents are assessed \$37 in dues each year. The breakdown is as follows:
    - i. Inter-Residence Hall Association (IRHA) = \$15.00
    - ii. House Cabinet = \$10.00
    - iii. Hall Council = \$12.00
  - b. Frederiksen residents are assessed \$15.00 in dues.
  - c. SUV residents are assessed \$10.00 in dues
- 5. Early Arrival (section I.F.) If you arrive prior to your official check-in date (see section I.E.1), you are charged early arrival fees of \$25 per day beginning the date you check-in and take possession of your keys, whether or not you actually begin living in the space.
- 6. Late Stays Late Stays require advanced approval from the DOR. If you are approved for a late stay and check-out after your official check-out date (see section I.E.), you are charged late stay fees of \$25 per day until you transfer possession of your keys back to the DOR, whether or not you actually live in the space.
- 7. Improper Check-In / Check-Out
  - a. Check-in, checkout and assignment change procedures are posted on the DOR web site.
  - **b.** Failure to follow check-in procedures will result in a \$50 charge.

- c. Failure to follow check-out procedures and/or failure to check-out by the assigned deadline will result in continued accrual of housing and dining fees, a \$50 improper check-out charge, lock change charges, and/or cleaning and maintenance charges.
- 8. Key Replacement and Lock Change (VI.D.) If you lose your keys or fail to return all keys issued to you when you checkout, all impacted locks being changed and replacement keys will be created, at your expense. Lock change costs are available on the DOR website.
- 9. Prepayments Newly admitted, undergraduate students are required to pay a \$125 housing prepayment and one-time \$10 non-refundable processing fee as part of their Admissions acceptance fee.
  - **a.** The prepayment is applied in January 2025 to spring housing fees. For contracts submitted after this date, the prepayment is applied at the same time housing fees are assessed.
  - b. Cancellation of the contract after the cancellation deadline may result in loss of the prepayment.

## D. Appeal of Fees

- 1. Fees You may contest assessed fees (section II.C.), not including housing rental fees or cancellation penalties, according to the following process:
  - a. Once you have received notification of assessment, via an itemized email to your ISU account, you must email your appeal to <a href="https://www.housing@iastate.edu">housing@iastate.edu</a> within 30 days.
    - i. Appeals should contain your full name, ISU ID number, room address, e-mail address, and rationale as to why you are not responsible for the charge(s). Any supporting materials must also be submitted at this time.
  - b. Your appeal and associated materials will be reviewed and a decision will be emailed to you within 15 business days.
  - c. All charges will remain on your Ubill during the appeal process. Only in the event of a successful appeal, will a charge be removed or reduced. Any late fees or penalties accrued due to late or non-payment are your responsibility.

#### **III. ASSIGNMENTS and ROOMMATES**

A. Iowa State University recognizes the fundamental importance of providing an inclusive and welcoming environment for all members of our community. Indeed, the university's <u>Principles of Community</u> include respect, richness of diversity, and freedom from discrimination. Consequently, ISU is committed to assuring that its educational programs and activities and employment terms and conditions are free from unlawful discrimination and harassment on the basis of age, color, creed, disability, gender identity, genetic information, national origin, pregnancy, race, religion, sex, sexual orientation, and protected U.S. veteran status. (<u>https://www.policy.iastate.edu/policy/discrimination</u>)

#### B. Assignment Processes

- 1. <u>Returning Students</u> use the Housing and Dining Portal to select their own fall assignments during Re-contracting.
  - a. During Re-contracting, Returning Students can contract and select spaces up through March 1.
  - **b.** Returning students who contract after March 1 forfeit the priority that Re-contracting provided. Returning students will be required to submit room preferences. Assignments are made during the summer, after the new student assignment process.
- 2. <u>New Student</u> contracts become available in June of the preceding year (i.e. June 2023 for 2024-2025 contracts).
  - **a.** You can contract for housing as soon as you accept your offer of admission.
  - **b.** This contract is for any assigned space and not for a specific building/hall, house, learning community, apartment/room number, or roommate.
    - i. Assignments are made on a first-come, first-served basis. Priority is based on the date you finalize your contract in the Housing and Dining Portal.
    - ii. Assignments are based on the preferences indicated on your contract. <u>A preference is a request, not a guarantee</u>.
      aii) You can change/update your preferences any time prior to May 1. Changing preferences does not affect contract priority.
- 3. Families
  - a. Returning Families can contract during Re-contracting and renew their current apartment through March 1.
    - i. Returning Families who contract after March 1 forfeit the priority that Re-contracting provided.
  - b. New Families will be assigned to apartments on a first-come, first served basis after the conclusion of Re-contracting.
    - i. Priority is based on the date you finalize your contract in the Housing and Dining Portal.
    - ii. New Families will be contacted prior to the May 1 deadline to confirm availability.

### C. Accommodations

- 1. If you require specific housing to accommodate a medical issue or disability, you must complete the Housing Accommodations Request process outlined on the DOR website.
  - **a.** If you have other reasons for needing specific housing, contact the DOR as soon as possible.
- 2. Assistance Animals In addition to the *Housing Accommodation Request process*, if you are requesting an Assistance Animal, you must review the Animals in Residence policy (section VI.B.) and must submit an <u>Animals in Residence Form</u> and supporting documentation.

a. You must receive official, written, approval from the DOR <u>before</u> you can bring your Assistance Animal to campus. If you bring your Assistance Animals to campus prior to receiving official, written approval, you are in violation of the Animals in Residence policy and may be subject to disciplinary action.

# D. Learning Communities and Theme Houses

- In locations where Residential Learning Communities or Theme Houses exist, students may be required to meet criteria (major, GPA, etc.) in order to be eligible to be assigned to that location. Once assigned, loss of eligibility may result in reassignment out of the Residential Learning Community or Theme House. A list of Residential Learning Communities and Theme Houses and their eligibility criteria is available on the DOR website.
  - **a.** In rare cases, exceptions are made to allow students to live in a Residential Learning Community or Theme House location for which they are not eligible. This exception is for one academic year only and the student will not be permitted to Recontract for that space.
- Allergen Awareness House If you are assigned to the Allergen Awareness house, you are prohibited from bringing any animals, strongly scented items, specific foods, etc. into house common areas and/or your assigned space. A list of prohibited items is available on the DOR website.
  - a. At check-in, all Allergen Awareness house residents are required to sign a statement outlining personal liability and responsibility, acknowledging the danger of bringing prohibited items into the community, and agreeing that possessing prohibited items in the community may result in your removal from the house, disciplinary action, and/or termination of your housing contract (section IV.).
- 3. Substance Free Housing Maple and Eaton Halls, and Lincoln, Palmer, Pennell, and Stange Houses in Friley Hall are substance-free areas. Use of substances, including alcohol, tobacco, and illegal drugs, are prohibited to all students in these areas, regardless of age.
  - **a.** If you are found in violation of policies in substance free communities you may be relocated or have your housing contract terminated (section IV.), in which case you are responsible for all applicable penalties as of the date of termination.

# E. Assignment Changes

- 1. The DOR may alter your assigned space at any time due to compliance with the American Disabilities Act (ADA), disciplinary reasons, emergency, renovation or closing of facilities, consolidation of vacancies, unavailability of space, roommate incompatibility, or any other reason determined by the DOR to be of benefit to you or ISU.
- 2. Under no circumstances will the DOR move one resident at the request of another.
- **3.** Having keys to more than one room/apartment, except while in the process of conducting an assignment change is prohibited.
- 4. During assignment change processes, you may use the Housing and Dining Portal to change your assigned space to any available oncampus location for which you are eligible. There is no penalty for changing to a different on-campus assignment using this process.
  - a. If you have a family contract and wish to change to a different SV family apartment, you must email housing@iastate.edu.
- 5. For changes during the semester, once a new assignment has been selected, you must wait until 12:00 noon the following business day before you can to obtain keys to the new space.
  - a. You must complete your change within 72 hours of receiving your new keys. Failure to do so may result in loss of the new assignment and/or improper check out/in charges.
- 6. For changes reserved for a future semester, check-in/out information and deadlines will be communicated by the DOR via email and on the DOR website. Failure to follow provided instructions may result in release of the reservation and administrative charges.
- 7. You are only permitted to possess keys to the space you are assigned to in the Housing and Dining Portal. Within suites or apartments, bedroom changes must be initiated using the Housing and Dining Portal.
- 8. If you change assignments, you are required to pay the (prorated) rate of the new assignment.
- 9. Following an assignment change, you are responsible for the meal plan requirements associated with the new assignment.
  - a. If a meal plan is required in the new area, you have seven days to select a plan in the Housing and Dining Portal. Otherwise, you will be given the Cardinal Plan.
  - **b.** If a meal plan is optional in the new area, you must wait until the pre-determined change period, as outlined in the ISU Dining Terms and Conditions. You must keep any Dining Dollars (DD) and/or meal blocks that have already been issued.

# F. Roommates

1. New Roommate Notification – When a new resident selects or is assigned to a vacant space, when possible, the DOR will notify, via email, any current residents of the assigned space.

# 2. Accommodating a Roommate

- a. If you have a vacancy in your assigned space, you must keep the vacancy ready for a new roommate at all times. A clean, clear and equitable amount of space must be available, including bed, closet, desk, and floor space. In locations with bathrooms and/or kitchens, this includes shelves, cupboards, counters, and appliances.
- **b.** If you do not maintain the vacant space in your assignment clean and available, or you refuse to accept a new roommate, based on occupancy levels, the following will occur:
  - i. You will be documented as having violated Department of Residence conduct policies.
  - ii. You will be billed for the space that is unoccupiable, in an amount up to the full rental cost for that space. If you are then able to find your own roommate, the charges for the additional space will be pro-rated based upon your roommate's check in date.
  - iii. Your contract may be terminated, in which case you will be responsible for all applicable penalties.

- 3. Assistance Animals If your roommate has an Assistance Animal, you are expected to treat the Assistance Animal with respect, but you are not required to care for the animal and are not required to be tolerant of an animal's poor behavior.
  - **a.** Should a roommate dispute arise regarding an Assistance Animal, you will be asked to participate in mediation to resolve differences. If differences cannot be resolved, one or all of the residents will be required to relocate.

## **IV. CONTRACT TERMINATIONS**

### A. Termination Reasons

- <u>Term / Policy Violation</u> The DOR may terminate your contract at any time for violation of the terms, violation of DOR or ISU policy, or if your behavior is determined by the Dean of Students (or designee) to be unfit or unsafe for the on-campus community. If the DOR terminates your contract due to term or policy violation, you are responsible for applicable penalties.
- 2. <u>No Show</u> The DOR may terminate your contract if you do not check-in to your assigned space by 5:00 p.m. on the first day of classes and you have not notified the DOR that you will arrive late (section I.G.). If you are enrolled, you will be responsible for all applicable penalties. If you are not enrolled, penalties are the same as if you had withdrawn.
- 3. Loss of Eligibility The DOR will terminate your contract if you become ineligible to live on-campus (Section I.C.). You are responsible for all applicable cancellation penalties.
- 4. <u>Public Health Emergency</u> Upon reasonable notice, DOR reserves the right to terminate residents' housing contracts due to a public health emergency. In the event DOR terminates housing contracts due to public health concerns, and not because of a resident's breach of the housing contract, DOR may offer fair and reasonable reimbursements for impacted residents as appropriate and based on information available at that time.

# B. Termination after Check-In

- 1. If contract termination occurs prior to check-in, you will not be permitted to check-in.
- 2. If contract termination occurs after you have checked-in, the DOR will notify you via email/campus mail. You must properly check out of your space by the deadline in the notification. Failure to check-out by the deadline will result in the following:
  - a. All locks to which you have keys are changed, at your expense, and all electronic building access is revoked.
  - b. You will be charged a \$50 improper checkout fee. You may also be charged for cleaning, maintenance, or damage.
  - c. Your belongings will be considered abandoned and will be handled accordingly (section VI.A.).

#### V. CONTRACT CANCELLATION

#### A. Method - UNDER NO CIRCUMSTANCES ARE VERBAL CANCELLATIONS ACCEPTED.

- To ensure proper submission and to receive written confirmation, you must use the Housing and Dining Portal to cancel your contract.
  a. If the Housing and Dining Portal is not available, you may email <u>housing@iastate.edu</u>, for alternate cancellation methods.
- 2. If you have checked-in, cancelling in the Housing and Dining Portal does not automatically cancel your contract. You must also complete a proper checkout.
  - **a.** Housing and dining fees will continue to accrue until you officially checkout and return the keys. Failure to properly checkout will also result in a \$50 improper checkout charge, lock/key charges, and/ or cleaning, damage, and maintenance charges.

#### B. Deadlines

- 1. Contract cancellations or termination on or before the following dates can be done without penalty.
  - Academic Year Contracts: the cancellation deadline is March 1, 2024 for Returning Students and May 1, 2024 for New Students and Family Residents.
  - **b.** <u>Spring Only Contracts</u>: the cancellation deadline is **November 1, 2024**. This deadline does not apply to residents who lived on campus or were on waiver for the fall semester.
  - c. If you submit a contract after the standard cancellation deadline has passed you will have fourteen days from the date your contract is received to cancel without penalty.

# 2. CANCELLATION AFTER THESE DATES WILL RESULT IN SUBSTANTIAL CANCELLATION PENALTIES.

# C. Penalties

1. If you cancel your contract after the deadlines and remain enrolled at ISU, you will incur cancellation penalties according to the following schedule:

Cancellation Date	<b>Cancellation Penalty</b>		
Contract cancellation deadline to October 23	\$3000		
October 24– January 15	\$2250		
January 16 – March 17	\$1500		
March 18 – May 16	\$750		

\*Rental fees for University Village 2 bedroom shared units are split between roommates, so individual cancellations penalties will also be split to align with lower individual rates.

- **2.** Determination of Cancellation Date
  - a. Prior to check-in, your cancellation date is based upon the day you cancelled your contract in the Housing and Dining Portal.
  - **b.** After you check-in, your cancellation date is based upon the date you returned your keys to the DOR, regardless of whether or not you were occupying the space.
  - c. The \$125 prepayment will be forfeited if you were required to pay it that academic year.
- 3. Meal Plan Changes
  - a. Students living in a meal plan required area will not be allowed to cancel or be refunded their meal plans but can lower their plan to the lowest cost plan available.
  - **b.** Students living in a meal plan optional area can cancel within the designated change period, which is detailed in the Terms and Conditions of the Dining contract.
- 4. Subsequent actions during the contract term are not grounds for a change in cancellation penalty.

### D. Penalty Exceptions

1. In the following situations, you may qualify for an exception to or reduction of cancellation penalties.

Cancel Reason	Materials Required	Housing Penalty	Prepayment (if any)	Dining Penalty
Academic Dismissal, Transfer, or Withdrawal	The DOR will verify enrollment status at the start of the following semester. If you re-enroll the same semester for which you cancelled, you will incur penalties based upon your original date of cancellation.	0%, if verified.	Forfeited	0%, if verified.
	You must appeal <b>and</b> submit supporting documentation that verifies a significant, unforeseen, and uncontrollable decline in your financial status that occurred <b>after</b> the cancellation deadline passed.	0%, if approved.	Refunded, if approved.	0%, if approved. Unused meals refunded. No refund of DD.
Graduation	You must cancel in The Housing and Dining Portal to notify the DOR of your intent to graduate in December. Graduation is verified by DOR in January. If you remain in housing after your check out date (see section I.E.1.b), you forfeit the penalty exception.		Refunded, if verified.	0%, if verified. No refund of fall DD/meals.
Medical	You must appeal and submit supporting documentation that verifies a medical issue that <i>cannot</i> be reasonably accommodated in on- campus housing. DOR may request clarifying information from Student Accessibility Services or seek opinion from the Thielen Student Health Center.	0%, if approved.	Refunded, if verified.	0% if approved. Unused meals and DD refunded ONLY if issue is dietary.
Military Deployment	You must provide official documents showing deployment orders.	0% if approved	Refunded, if verified	0%, if verified.

2. You will not be released from your contract without penalty after the contract binding date due to:

- **a.** Medical condition that can be reasonably accommodated within University Housing
- **b.** Roommate conflicts
- c. Opportunity to live in sorority/fraternity house
- **d.** Wanting to live off-campus
- e. Desired building and/or community are full
- f. Unfulfilled room type preference

3. Appeal of Cancellation Penalties – You may appeal cancellation penalties according to the following process.

### a. <u>1st Level Appeal – Associate Director of Administrative Services or designee</u>

i. Appeals must be emailed to <u>housing@iastate.edu</u> within 30 days of the penalty appearing on the Ubill.

- ii. The appeal must contain your full name, ISU ID number, e-mail address, and rationale as to why you should not be held to the terms of the contract, the cancellation deadline, and/or the cancellation penalty. Documentation that supports / verifies your appeal rationale should also be submitted at this time.
- iii. Once all materials are received, the Associate Director of Administrative Services will review them and a decision is communicated via e-mail within 15 business days. In some instances, additional information may be requested, in which case, a decision may take longer.
- iv. If the first Level Appeal is denied, you may submit a second Level Appeal for additional consideration.

# b. <u>2<sup>nd</sup> Level Appeal – Director of Administrative Services</u>

- i. Second Level Appeals must be emailed to <u>housing@iastate.edu</u> within 5 business days of receipt of the first Level decision.
- ii. This appeal must include everything from the first Level appeal along with any additional information / documentation.
- iii. Once all materials are submitted, the Director of Administrative Services will review them and a decision is communicated, in writing via e-mail, within 15 business days of appeal submission. The decision of the Director is final and may not be appealed.
- c. The cancellation penalty will remain on your Ubill during the appeal process. Only in the event of a successful appeal, will a charge be removed or reduced. Any late fees or penalties accrued due to late or non-payment are your responsibility.
- E. Academic Waivers Contract waivers are available for the following ISU approved, for-credit opportunities located outside the city of Ames, IA: academic requirement, student teaching, cooperative program, internship, or study abroad.
  - 1. You must submit a Waiver Form, available on the DOR website. If verified, cancellation penalties are applied as follows:
    - a. <u>Cancellation Penalty</u> Waived ONLY FOR THE SEMESTER(s) YOU ARE AWAY. Fall only waivers are required to return to housing for the spring semester. Failure to do so will result in applicable cancellation penalties.
    - b. <u>Dining</u> Refunded ONLY FOR THE SEMESTER(s) YOU ARE AWAY. There is no refund of fall DD/meals for spring only waivers.
    - c. <u>Prepayment</u> Refunded (if paid) for full academic year and spring semester waivers only.
  - 2. While on waiver, you may retain your assigned space by paying for the space during your absence. You are otherwise not guaranteed that space upon your return.
- F. Contract Assumptions Frederiksen and SUV residents may avoid cancellation penalties by finding a non-contracted, eligible student (section I.C.) to assume their contracts.
  - 1. The cancelling resident is released from the contract once the assuming student submits a contract. At that time, the new resident becomes responsible for all of the contract terms. The following conditions apply:
    - a. You must notify the DOR, **PRIOR TO CANCELLATION**, of your intention to find someone to assume your contract. Once you cancel your contract, you forfeit the assumption option.
    - b. Prior to move-in, you have until the first day of classes to complete an assumption. Otherwise, you must check-in or cancel your contract and be charged the cancellation penalty.
    - c. The DOR assumes no responsibility for finding someone to assume your contract. However, you can submit a flyer (template on-line) to <a href="https://www.how.com">how.com</a> to <a href="https://www.how.com"/how.com"/how.com"/how.com</a> to <a href="https://www.how.com"/how.com"/how.com</a> to <a
  - In Frederiksen, the resident assuming the contract must be the same gender as the remaining residents. In SUV SHARED apartments, the resident assuming the contract must be the same gender as the remaining resident, unless the remaining resident emails <u>housing@iastate.edu</u> agreeing to accept a roommate of a different gender.

# VI. GENERAL

# A. Abandoned Property

- 1. ISU, the DOR, and its agents assume no liability for items that are left in DOR facilities.
- 2. The placement of personal items, including DOR-provided student room/apartment furnishings, is prohibited in hallways, house dens, computer labs, lobbies, lounges, stairwells, elevators, SV basements, etc.
- 3. Personal property left in common areas or in rooms/apartments following checkout will be removed from the premises. Items that are perishable, moldy, wet, or in poor condition will be discarded. All other items will be kept for 30 days from the date of checkout. At the end of 30 days, unclaimed items will be discarded, donated or sent to ISU Asset Recovery.
  - a. Determination of item condition and method of disposal are at the discretion of ISU staff.
  - b. You will be charged the actual cost of removal, storage and disposal of your personal property, with a minimum charge of \$50.
- 4. Unclaimed clothing items left in DOR laundry facilities will be placed in a marked container in the laundry room. At the end of each semester, DOR staff will collect unclaimed items from the marked containers, with the exception of underwear, socks, and pillows, and will send them to ISU Asset Recovery. Underwear, socks and pillows will be discarded.
- 5. Bicycles/bicycle parts that are considered abandoned or improperly parked will be removed. This includes all bicycles/bicycle parts left parked in DOR racks following checkout at the end of the spring semester. If necessary to remove the bicycles bicycle parts, locking devices will be cut. Once removed, the bicycles/bicycle parts will be sent to Asset Recovery for sale/disposal.

# B. Animals In Residence

- 1. Animals, including visiting animals, are prohibited in on-campus housing with the following exceptions:
  - a. Fish Non-dangerous fish are permitted in all Halls and apartments, limited to one aquarium with appropriate equipment, per contracted resident.
    - i. Documentation and prior approval are not required for fish.
    - ii. The maximum aquarium capacity allowed is 30 gallons per room.
    - iii. Aquarium gravel must not be disposed in toilets or drains.
- 2. Pet Any animal kept for ordinary companionship.
  - a. Documentation and prior approval are required for all pets.
  - **b.** Pets are permitted ONLY in the following locations:
    - i. Frederiksen Court buildings 71-74
    - **ii.** UV buildings 121 125 and 145 163
    - iii. SV buildings 11 16,
  - c. Only one (1) pet per resident is permitted.
- 2. Service Animal: A dog or miniature horse that is trained, or in the process of being trained under the auspices of a recognized training program, to do specific work or perform specific tasks for the benefit of a person with a qualifying disability. The specific work or tasks performed by the service animal for the benefit of the individual must be directly related to the individual's disability.
  - **a.** Documentation and prior approval are required for all Service Animals.
  - **b.** Service Animals are generally permitted to accompany people with disabilities in all facilities where members of the public, students, staff, and faculty are allowed to go.
    - i. A Service Animal's access to certain areas on campus may need to be limited should the presence of the Service Animal's create an undue hardship to ISU.
- 3. Emotional Support Animals (ESA): Animals providing support, well-being, or comfort that mitigates one or more diagnosed symptoms or effects of a qualifying disability.
  - a. Documentation and prior approval are required for all Emotional Support Animals.
  - **b.** Approved ESAs may accompany their owner to any location within the owner's assigned residence to which the owner has access.
    - i. ESAs are not permitted inside other ISU buildings (e.g. libraries, academic buildings, classrooms, labs, etc.).

# 4. Documentation Requirements

- **a.** Documentation and approval are required for all animals before the animal can be brought to campus.
  - i. To allow time for documentation review and roommate notification (if needed) all documentation must be submitted 30 days prior to the time the resident intends to bring the animal to campus.
  - **ii.** If you are found with an animal on-campus prior to receiving approval, you will be required to remove the animal from campus immediately and you may face disciplinary action.
- **b.** The following items must be submitted for all animals:
  - i. A completed Animals in Residence form;
  - ii. A clear and recent photograph of the animal; and
  - iii. Written verification from a veterinarian that the animal is in good health and has received all necessary vaccinations required in the state of Iowa.
    - aiii) Dogs and cats must have been vaccinated for Rabies before they will be permitted into campus housing. Very young puppies and kittens who are not yet old enough to be vaccinated for Rabies are therefore not permitted in housing.
  - iv. Complete meeting with DOR representative to sign the Animals on Campus University Policy Appendix B document.
- c. Residents requesting to bring a Service Animal or ESA into on-campus housing must also follow the guidelines set forth in the Housing Accommodation process.

# 5. Prohibited Animals

- a. Animals prohibited by the City of Ames Municipal Code are not permitted in residence.
  - i. Any wolf-mix dog is considered a wolf and is therefore prohibited as a non-domestic animal.
- b. All animals are prohibited in the Allergen Alert House, located in Martin Coover-Lovelace.
- c. Some ISU facilities, or areas within facilities, are not safe for animals. ISU may impose necessary and legitimate health or safety requirements on the presence of animals in these locations.
- **d.** ISU may require an animal be removed, temporarily or permanently, from any of its facilities if:
  - i. the animal is out of control and the owner does not take effective action to control it;
  - ii. the animal is not housebroken;
  - iii. the animal is unhealthy, neglected, abused, or poorly cared for;
  - iv. the animal is infested with fleas, ticks, or other pests;
  - v. the animal is loose in or around ISU facilities;
  - vi. the animal poses a direct threat to the health or safety of others; or
  - vii. the animal's behavior is unreasonably disruptive to others, such as barking/whining/squawking, destroying property, etc.

# 6. Owner Responsibility

- a. Owners must abide by current city, county, and state ordinances, laws, and regulations pertaining to licensing, vaccination, and other requirements for animals. It is your responsibility to become familiar with, know, and understand these ordinances, laws and regulations.
  - i. Animals must display CURRENT identification and vaccination tags at all times.
- b. It is encouraged that all dogs go through obedience training.
- c. Owners must maintain control of their animal at all times.
  - i. All animals must be restrained through use of a harness, leash, or other tether, or confined in a cage/carrier/crate whenever the animal is outside of the owner's on-campus assigned space.
    - ai) If restraint with a harness, leash, or other tether would interfere with a Service Animal's performance or is impractical for the individuals with the disability, a restraint may not be required. However, the individual must be able to control the Service Animal by other means such as voice controls or signals.
  - **ii.** Animals may not be left in housing overnight to be cared for by someone other than the owner. If the owner intends to be absent from their residence overnight or longer, the owner must take the animal with them.
  - iii. When the owner is absent from their assignment for short periods, such as class, the animal must be restricted to the owner's assigned bedroom. If the owner is in a shared bedroom, the animal must be restrained in a cage/carrier/crate.
  - iv. Loose animals are subject to capture and confinement (by ISU Police, Ames Police, or Ames Animal Control Services) and immediate removal from ISU housing.
  - v. The owner will take all reasonable precautions to protect the property of ISU and the residents. All liability for the animal's actions (bites, scratches, damages to property, nuisance barking etc.) is the responsibility of the owner.
    - av) If an animal attacks/bites anyone, it is subject to immediate removal from the community.
- **d.** Owners are required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the animal and/or disciplinary action for the owner.
  - i. Roommates are not responsible for the care or maintenance of their roommate's animal.
- e. Owners are responsible for ensuring their animals are house trained prior to bringing the animal into residence.
  - i. Cats must be litter trained and dogs are to be taken outdoors, to a grassy area, for urination/defecation.
  - ii. Cleanup of animal feces must occur IMMEDIATELY. Owners must remove feces from ISU property/grounds, dispose of it in a plastic bag, and then place that bag in outside garbage dumpsters.
  - iii. Cat litter, small animal bedding, etc. must be bagged and disposed of in outside garbage dumpsters.
- f. Residential laundry rooms are not to be used for cleaning animal bedding or clothing. Owners wishing to wash these items should visit a commercial laundry facility off-campus or take the items home.
- g. The DOR maintains the right to conduct inspections for fleas, ticks, or other pests. If any are found, the space will be treated at the owner's expense using approved fumigation services by an ISU-approved pest control service.
  - i. The owner will be required to remove the animal from residence and will not be permitted to bring the animal back until such time that they have submitted written verification that the animal has been treated and is pest free.
- **h.** The owner will be responsible for any damage caused by the animal to ISU property. Any charges related to damage by the animal will be applied to the owner's Ubill.

# C. Assignment Use

- 1. Only you and your assigned roommate(s) are permitted to live in your room.
  - a. Residents may have infants, minor children, and relatives live with them only in those SUV apartments specifically designated as Family housing.
- 2. You are not permitted to sublet or give your assigned space to any other person.
- 3. You may not use your assigned space, ISU email, or campus mailbox for business or commercial purpose and/or selling of products.
- 4. No modifications may be made to the room or building, including installing cable/having cable installed.

# D. Building Access and Keys

- 1. All Halls and Frederiksen have hours where building exterior doors are locked. During these times, you may only enter using the card access issue to you.
- 2. You are responsible for all keys and access cards issued to you.
  - a. You may not give your keys or access card to another individual to use.
  - b. You may not have duplicate keys or access cards made.
  - c. If you lose your ISUCard, notify your RA or hall desk/apartment community office immediately.
    - i. You may use AccessPlus to deactivate your ISUCard at any time.
- 3. Only the DOR has authority to change or install locks in ISU operated/owned housing. You may not disable or install a lock on any door.
  - **a.** You may visit your Hall desk/apartment community office at any time to request a lock change. Depending on the circumstances, if you request a lock change when the maintenance staff is not working there will be overtime charges in addition to the lock and key charges.

- **b.** If you damage or misplace your keys or access card:
  - i. In the Halls, you can contact a RA for your building or visit the Hall desk to receive a loaner key.
  - ii. In Frederiksen and SUV, during regular office hours, you may visit your apartment community office for assistance. There are no charges for lockouts occurring during office hours.
    - aii) When the office is closed you may contact the RA on call for assistance.
  - iii. All loaner keys must be returned within seven days or a lock change will be ordered.

# E. Community Care and Upkeep

# 1. Assigned Space

- a. In the Halls, you are responsible for maintaining cleanliness, sanitary conditions, and safety conditions of your room/suite, including MicroFridges in Wallace and Wilson, common living areas, and private bathrooms.
- b. In Wallace and Wilson Halls, there are small amounts (less than 5%) of safely encapsulated asbestos in the ceiling. ISU Environmental Health and Safety inspects all rooms twice per year, typically during breaks. Rooms can also be inspected at the student request.
  - i. To ensure the ceilings are not damaged and that asbestos remains safely encapsulated, do not puncture or attach anything to the ceiling:
- c. In Frederiksen and SUV, you are responsible for maintaining cleanliness, sanitary conditions, and safety conditions of your apartments, including bathrooms, bedrooms, common living areas, kitchens, and appliances.
- d. You are responsible for the care and condition of all furniture provided to you in your Hall room/apartment.
  - i. ISU-owned furniture may not be relocated from one resident assignment to another.
  - ii. The feet/legs/bottoms of all furniture must remain on the floor at all times and may not be stacked or raised onto platforms.
  - iii. Upon checkout, all ISU provided furniture must be returned to its original location and condition (i.e. beds must be re-lofted). The cost of missing or broken furniture will be charged at the full replacement rate.

# 2. Common Areas

- a. Residents are collectively responsible for the conditions of common areas and may be charged for non-routine service from maintenance and custodial staffs. This includes removal of personal trash; vomit and debris in hallways, dens and bathrooms; and moving furniture back to its original location.
- b. ISU-owned furniture may not be removed from common areas to be used in resident rooms/apartments.
- c. You will be held responsible for damages to DOR property that is caused by you or your guest(s). Willful destruction or defacing of ISU, private, or public property is prohibited. If you are found responsible for damage to property, you may receive sanctions, as well as charges for replacement or repair of the damaged property. A list of common damages and associated charges is available on the DOR web site.
- **d.** In the event of damages to any part of a building, including furnishings, the DOR reserves the right to assess students' Ubills for replacement/repair costs. Prior to billing, the DOR will notify you of its intent to assess charges and will make reasonable attempts to identify the person(s) responsible for the damage.
  - i. If the responsible person(s) is identified, only those individuals will be assessed the cost of the damages to their Ubills.
    - ai) You are encouraged to report vandalism and any information that could help identify the responsible persons.
  - ii. In the Halls, if the responsible person(s) cannot be identified, charges will be assessed as follows:
    - aii) If the damage is limited to a particular House and the cost of the damage is less than the balance of the House account, the charge will be assessed to the House account. If the damage costs exceed the available House balance, the charge will be split and assessed to the Ubills of individual House members.
    - **bii)** If the damage is in the common area of a building not associated with a particular House, the charge will be split and assessed to the Ubills of all building residents.
  - iii. In Frederiksen and SUV, if the responsible person(s) cannot be identified, charges will be assessed to the Ubills of residents in the impacted apartment/building.
- 3. Sprinklers If you set off a sprinkler, whether accidentally or intentionally, you will be responsible for all costs associated with the incident, including any damage caused as a result.
- F. Data Usage By submitting a contract, you grant the DOR access to your ISU student records to determine eligibility for on-campus housing and for other legitimate business purposes associated with residing in on-campus housing.
  - 1. The DOR will share your contact information with others as follows:
    - a. Your name, age, major, and ISU email is made available to assigned roommate(s)
  - 2. If you who do not want your information to be shared as indicated above you can email <u>housing@iastate.edu</u>.
- G. Dining Terms and Conditions It is your responsibility to become familiar with the ISU Dining Contract Terms and Conditions.
  - 1. Residential Meal Plan Requirements
    - a. If you are assigned to Buchanan Hall, Geoffroy Hall, Richardson Court, or Union Drive residence halls, you are required to contract for a meal plan. If you do not select a plan, you will be given the Cardinal Plan.

- b. If you are assigned to Linden Hall, Wilson Hall, Wallace Hall, Frederiksen Court, or SUV, a meal plan is optional.
- c. Meal plan participation is not required during the summer term regardless of assignment.
- 2. Meal Plans A complete listing of meal plans and rates is available on the ISU Dining website. Changes in ISU Dining / Meal Plans are not considered a breach of this contract or a basis for cancellation.

# H. Lead Paint Disclosure

- Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive access to a federally approved pamphlet on lead poisoning prevention. The pamphlet may be viewed at <a href="http://www.hud.gov/offices/lead/library/enforcement/pyf">http://www.hud.gov/offices/lead/library/enforcement/pyf</a> eng.pdf. (Also available in English, Spanish, Russian, Arabic, Somali, and Vietnamese). If you have questions or concerns about lead based paint in ISU housing, contact housing@iastate.edu
- 2. ISU recognizes that any housing built prior to 1978 may contain lead-based paint and/or lead-based paint hazards. By accepting this contract, you are affirming that you have reviewed the pamphlet "Protect Your Family from Lead in Your Home". All SUV housing, including guest housing, was built before 1978.

# I. Liability for Personal Property or Injury

- 1. Although ISU undertakes reasonable effort to protect personal property, neither ISU nor the DOR assumes any responsibility for personal property. ISU is not liable or responsible for the loss or theft of, or damage to, any property belonging to you or for injuries or damages caused by you, your roommate(s) or your guests.
  - **a.** ISU is not responsible or liable for damage or injury that may be sustained by you due to breakage, leakage, or obstruction of pipes, from failure or interruption of utilities, and from other latent defects not known to the ISU.
  - **b.** ISU does not carry insurance on you or your property. You are strongly encouraged to review any existing homeowner's insurance policies for coverage or to carry your own Renters Insurance. By not carrying your own insurance protection while living on campus, you understand that you are fully responsible for your personal property and any damages you cause while living on campus.

# J. Lofting / Bunking Requirements and Liability

- 1. The DOR provides lofted beds in all Hall rooms and the majority of Frederiksen apartments.
  - **a.** You may maintain your bed as lofted or you can, on your own, de-loft or bunk your bed.
    - i. Your bed must be returned to its' lofted state at the time you checkout.
  - **b.** Lofted beds provided by the DOR are intended for use only with the provided risers and side rail in place.
  - c. If you use items other than the provided risers to loft the bed and/or remove the side rail, you accept all risks and liability for any loss or injury resulting from improper use of the lofted bed. You are not permitted to substitute your own personal loft.
- 2. If you live in a **Frederiksen** apartment where a captain's bed or unlofted bed is provided, lofted beds are not available and you are not permitted to substitute your own personal loft.
- 3. If you choose to keep your bed lofted or to bunk your bed, you must follow these minimum standards.
  - **a.** All parts of the bed and mattress, not including the side rail, must be 24 inches from any smoke detector or sprinkler head.
  - b. The loft/bunk must be freestanding and not attached to any wall, ceiling, or furniture.
  - c. You must use a DOR provided ladder either installed as part of the bed end or freestanding to access your loft/top bunk. Other furniture may not be used for this purpose.
  - **d.** You must use a DOR provided side rail designed to prevent you from rolling out of the bed. The top of the side rail must be 5 inches above the top of the mattress;
  - e. You are not permitted to position your bed in a way that:
    - i. Restricts exit from any portion of the room or provides less than 22 inches of space for exiting.
    - ii. Prevents the room door from opening fully, or
    - iii. Creates a safety hazard to persons walking around the room.

# K. Missing Persons

- 1. If ISU staff has sufficient notice and cause to believe a student is missing, they will notify the ISU Police. For the purpose of this policy, a student is considered missing when the student's whereabouts are unknown (and unexplained) for a period of time that would be unusual, suspicious or of concern by people familiar with the students plans, habits or routines.
  - **a.** After investigating, if it is determined the student has been missing for more than 24 hours the ISU Police will contact the student's emergency contact, or confidentially identified individual, no later than 24 hours after the student is determined to be missing.
  - **b.** If the student is under the age of eighteen (18), and unemancipated and determined to be missing, the custodial parent or guardian will be notified.
- 2. At the time that a student initially registers for classes or is accepted as a resident in ISU housing, the student will be given an opportunity to designate an emergency contact in the event the student is missing. This information can be updated at any time by the student.
  - a. Students will be provided confidential means to designate such individuals and to update their designations using the Emergency Contact Information page in the Housing and Dining Portal which contains a special section for students to provide missing person

contact information. This confidential contact information will be accessible to authorized campus officials and law enforcement and will not be disclosed outside of the missing person investigation.

**b.** See the full Missing Student Policy here: <u>Missing Student Policy</u>

# L. Room/Apartment Entry

- 1. You have the right to be secure in your DOR residence against unreasonable entry, search, and seizure. Entry, search, and seizure by law enforcement officers for law enforcement purposes is governed by law. It is a lawful request for a DOR staff member to ask a student to open their room door. Failure to comply constitutes a policy violation and will result in disciplinary action.
- 2. DOR staff and officials may enter your rooms/apartment under the following conditions:
  - **a.** To manage an emergency in which imminent danger to life, safety, health, or property is reasonably feared. The DOR retains the authority to determine what constitutes an emergency. In the event of emergency, entry into your assigned space may be made without prior notification. You may not refuse entry to DOR staff or their designees.
  - **b.** To provide service or conduct inspection for the purposes of cleaning, maintenance, pest treatment, etc.
  - c. To conduct routine safety and maintenance inspections or to ensure that proper closing procedures have been followed in buildings that close during break periods.
  - d. To aid in the evacuation of a building during a fire alarm or drill.
  - e. To maintain an environment that facilitates the scholarship and enjoyment of space of others, including, but not limited to: turning off an alarm, audio system, television, or any other unattended item or animal that is causing a disturbance.
  - f. To assess instances in which you have reasonably vacated or abandoned your space.
  - **g.** When notified that an unauthorized animal is present or, where an authorized animal is present, to review facility conditions, to verify the number of animals present, and to assess the welfare/living conditions of the animal(s).
  - h. When there is reasonable suspicion that a DOR or university policy is being violated.
  - i. There is a search warrant being carried out by a member of law enforcement.
- 3. Whenever possible and reasonable, you will be notified via email 24 hours before staff enter your assigned space. The reason for entry will be listed in the email. If you submit a service request, your request is your notification and entry may occur at any time following the request.
  - a. You may not refuse entry to DOR staff or their designees following notification of planned entry.
- 4. Discretion will be used by all staff conducting entry. Before entering using a key, staff will knock, announce themselves and provide sufficient opportunity for you to open the door. If no response is received, your assigned space may be entered.
- 5. The contents of closed wardrobes, closets, desks or dresser drawers, trunks, luggage, etc., will not be inspected. If noticed during permitted entry, the presence of any materials not allowed under DOR policy and/or illegal materials (e.g., drugs) or items that pose an immediate danger to health or safety will be communicated to appropriate staff (including law enforcement).to arrange for removal. You may receive written notification of such action at an appropriate time.
- 6. You will receive summary notification regarding the entry of your assigned space following maintenance visits and/or any unannounced entry by DOR staff.

# M. Surveillance Cameras in Residential Facilities:

- The DOR may utilize video surveillance cameras, including concealed cameras, to monitor the public common areas of DOR housing facilities. The purpose of these video surveillance cameras is to enhance the safety and security of students, employees, and property. DOR respects the privacy of community members and is sensitive to balancing that privacy with the safety and security needs on campus.
- 2. Surveillance cameras in DOR facilities will not monitor areas where there is a reasonable expectation of privacy, except pursuant to a lawfully executed warrant.
- 3. Viewing of video surveillance camera footage will be conducted by authorized personnel with a legitimate need to do so.

# N. Technology Use

1. Excessive Usage – To ensure equitable internet access/availability for all residents, the DOR monitors bandwidth usage on Residential Networks. If your bandwidth usage exceeds reasonable limits, you will be contacted and asked to reduce your usage.

# 2. Wireless Routers

- a. In the Halls and Frederiksen, due to Residential Network signal interference, you are not permitted to set up your own wireless router. If a wireless router is tracked to your IP address, you will be contacted and asked to disable your wireless radio. If you already own a wireless router and prefer to keep your router for Ethernet networking, disable your wireless radio. Consult the manufacturer of your router for directions.
- **b.** In **SUV**, wireless routers are permitted.

# 3. Suspension of Service

- **a.** Failure to comply with requests to lower usage or disable a wireless radio will result in suspension of your access to Residential Networks. You will be charged a \$50 reconnect fee to reestablish access.
- **b.** In the event you are suspected/found to be in violation of federal copyright law due to illegal downloads, network service will be indefinitely suspended. Service will be reinstated at the discretion of the DOR Administrative Services office.

# 4. Metronet Internet Usage

a. In SUV, internet service is provided by Metronet and all residents are required to comply with Metronet's "Acceptable Use Policy" (<a href="https://www.metronetinc.com/pdf/Metronet\_AUPP.pdf">https://www.metronetinc.com/pdf/Metronet\_AUPP.pdf</a>).

# b. Metronet takes this policy very seriously.

- c. Following three violations of this policy, Metronet may suspend internet service to the offending apartment.
  - i. Residents may email the DOR Administrative Services office at <u>housing@iastate.edu</u> to appeal that service be restored.
  - ii. Service will be reinstated at the discretion of the DOR Administrative Services office.
- d. If service is restored following the initial suspension, service will be suspended again if any violation occurs.
  - i. Following this suspension, service will not be restored to the offending apartment until the current residents move out.

# VII. COVID-19, OTHER COMMUNICABLE DISEASES, AND PUBLIC HEALTH MEASURES

As the Department of Residence (DOR) welcomes residents back to campus for the 2024-2025 academic year, the University and DOR will continue to assess any necessary communicable disease related health and safety standards that will be needed to help protect our community.

Residents understand and agree that the University and DOR may adopt and implement measures it deems necessary to reduce or prevent the spread of communicable diseases, including but limited to COVID-19, that may present risk to Residents and members of the campus community. Due to the nature of specific communicable diseases, it may be necessary for the University and DOR to adopt and implement additional rules and measures that change, modify, or alter its response to communicable disease or other public health issues, which may further impact housing assignments and services and spaces within DOR facilities. By electing to contract with DOR, Residents understand and agree that the University and DOR may implement additional measures, at its sole discretion, that may result in changes in the manner or availability, or room assignment, of housing, including but not limited to, reducing the population density of DOR housing, reconfiguring or closing DOR spaces, restricting certain room assignments, requiring testing and/or quarantining, modifying cleaning and sanitation services, and modifying open and closing dates. Residents acknowledge that any such changes are for their personal safety and the safety of the University and DOR community.

Residents understand and agree that they have considered their own personal health status and the increased risk factors inherent with community living, including the risk of exposure to or infection by communicable diseases, and where appropriate, have consulted with a medical professional before deciding to live in DOR facilities. By choosing to live in DOR housing facilities, Residents acknowledge and accept the risk of possible exposure to and illness from communicable diseases, including COVID-19. IOWA STATE UNIVERSITY AND DOR MAKE NO WARRANTY WITH RESPECT TO THE POSSIBLE EXPOSURE TO ANY COMMUNICABLE DISEASE WITHIN DOR FACILITIES.

Residents understand and agree that despite all efforts on the part of the University and DOR, Residents can still be exposed to or contract communicable diseases. To reduce risk, Residents agree to comply with all University and DOR rules, regulations, guidelines and policies relating to communicable diseases.