

THE RESIDENCE HALLS
of
Lehigh University, Bethlehem, Pennsylvania
GENERAL PROVISIONS FOR STUDENT OCCUPANCY for 2011-2012

The primary purpose of the following **General Provisions for Student Occupancy, in conjunction with the University Code of Conduct as described in the University Handbook** is to safeguard the rights of all residents and to clearly set forth the University's expectations for its students occupying a residence hall.

SPECIAL PROVISIONS

1. The student agrees to abide by the regulations of Lehigh University as published in the University Handbook, and particularly those listed in the Residence Hall General Provisions for Student Occupancy.
2. The University reserves the right to enforce any restriction or regulation necessary for the maintenance of its property or the general welfare of residents. Violation of said regulations or restrictions subjects the individual to fines, disciplinary action, and/or Contract termination.
3. The General Provisions for Student Occupancy are subject to changes as deemed necessary by the University.
4. This Contract constitutes the entire agreement between the University and the student with regard to the subject matter hereof, and it shall not be amended, altered, or changed, except by a written agreement signed by the parties hereto.

PERTAINING PRIMARILY TO CONTRACT AND OCCUPANCY: TERMS OF CONTRACT

Residence hall rooms are rented on an annual basis only. A student who signs the Contract is expected to reside in residence hall housing for the full academic year. A student who forfeits a housing reservation in the Fall Semester and who returns to the University at any time during the contracted academic year is still responsible for housing rental charges, if a vacancy in the residence hall facilities exists.

1. **ADJUSTMENT OF PAYMENT:** No adjustment of payment or other charges shall be made to students for inconvenience or discomfort arising from the making of repairs, renovations, improvements to the residence halls, or facility related problems.
2. **BREAK HOUSING:** Rooms may not be occupied during vacation periods unless specific approval is given by the Office of Residential Services. Temporary accommodations will be provided on a limited basis.
3. **CANCELLATION OF CONTRACT:** A student must petition for cancellation of the Contract in order to be permitted to reside in non-university housing. If cancellation is approved, the student will forfeit the advance room deposit. In addition, the student will be assessed a Contract Cancellation Fee. The amount of the fee will be based on an established fee schedule and the date the petition for cancellation is filed.
4. **DEPOSIT:** Third, Fourth, and Fifth year students are required to pay an advance deposit of \$400 with the signing of the Contract. This deposit is credited toward housing rental charges and is either fully, partially or non-refundable based on certain criteria and an established refund schedule.
5. **ELIGIBILITY FOR RESIDENCE:** Rooms may not be occupied by any student not currently enrolled except under the signed sponsorship of an appropriate administrative or faculty representative and the approval of the Office of Residential Services.
6. **EXTENDED HOUSING ACCOMMODATIONS:** After all regular living accommodations have been assigned some students may be assigned to extended living accommodations. Students with extended assignments will be reassigned to regular living accommodations as determined by the Offices of Residential Services and Residence Life.
7. **GUESTS:** Students may not house guests for more than three (3) consecutive days without written permission from the Office of Residence Life. The housing of a guest must not infringe upon the rights of other residents of the living unit, particularly the rights of the roommate(s). Residents are responsible for communicating all University policies and regulations to their guest and accepting responsibility for the conduct of their guest at all times.
8. **INDEMNIFICATION:** STUDENT shall indemnify and hold harmless LEHIGH UNIVERSITY from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, resulting from injury, including death, to persons or damage to property, and against any fines, penalties, or charges levied by any government or government authority, and any expenses, including reasonable attorney's fees, related thereto, as a result of STUDENT'S use and/or occupancy of the Leased Premises or from any breach by STUDENT or guests of any of the covenants and agreements of this Contract, including, without limitation, any violation of the LEHIGH UNIVERSITY Social Policy or any Pennsylvania State law regarding underage possession or consumption of alcoholic beverages. Nothing contained herein shall be construed to impose upon STUDENT any obligation to indemnify where the liability of LEHIGH UNIVERSITY arises from the sole negligence of LEHIGH UNIVERSITY (to the extent such solely negligent party is seeking indemnification).
9. **INFORMATION:** Residents are responsible for knowing the content of all materials published and distributed by the Offices of Residential Services and Residence Life.
10. **LIVE LEHIGH! COMMUNITIES/SPECIAL INTEREST HOUSES:** Residents of *LiveLehigh!* communities and special interest houses are required to sign a supplemental agreement. This agreement will be binding.
11. **MOVE IN:** Rooms may not be occupied by any student prior to the day preceding registration unless approved by the Office of Residential Services.
12. **MOVE OUT:** Students must vacate and clear their rooms within the 24-hour period following their last scheduled examination and no later than the scheduled final closing. Students are expected to follow established closing and/or check-out procedures and cannot delay the securing of a residence hall.
13. **REASSIGNMENT:** The University reserves the right to reassign the remaining occupant(s) of a room whenever any vacancy in occupancy occurs. The University also reserves the right to reassign the occupants when in the University's judgment it is in the best interest of the Residence System. Residents will be held responsible for any rent change caused by reassignment.
14. **REFUNDS:** For regulations governing refunds of deposits, residence hall housing rental and board charges, please refer to the University Handbook located on the web at <http://www.lehigh.edu/~indost/conduct/handbook/sect12.shtml>.
15. **RIGHT OF ENTRY/SEARCH AND SEIZURE POLICY FOR UNIVERSITY HOUSING:** The right is reserved for authorized University personnel to enter any room at any time for the purpose of routine maintenance/ inspections/repairs, to verify room occupancy, or to respond to emergency/crisis situations. The residence hall staff is responsible for reporting violations of Lehigh University policy to the Lehigh University Police and/or appropriate University officials.

Authorized University personnel may enter and search a student's room when there is cause to believe that a violation of University regulations is being or has been committed. University regulations include, but are not limited to, residence hall policies, provisions of the Contract and the Lehigh University Code of Conduct. "Cause" means a suspicion that would lead a reasonable person to believe that another person is committing or has committed an act in violation of University regulations. An example of sufficient cause is

the smell of burning marijuana coming from a room. Authorized University personnel include: Residence Life Coordinators, Gryphons, full-time members of the Residential Services staff or the Residence Life staff (excluding clerical personnel); and Lehigh University Police.

This provision is not intended to limit the right of the Lehigh University Police to enter any student's room in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure when there is probable cause to believe that a violation of state or federal law is being or has been committed.

16. **ROOM CHANGES:** Residents are not permitted to exchange rooms or substitute one occupant for another without prior written approval from the Office of Residential Services. Students must consult the Residence Life Coordinator in their living area as to the procedures for changing rooms.
17. **ROOM OCCUPANCY CHARGE:** Students shall pay to the University the sum determined by the University for room occupancy in accordance with the Bursar's policy.
18. **SUB-LEASING:** Sub-leasing of rooms is prohibited.
19. **TERMINATION OF CONTRACT:**
 - a. The University may dismiss any student from the Residence Halls for misconduct or violation of Residence Hall regulations.
 - b. The University reserves the right to terminate the Residence Hall Room and Board Contract (the "Contract") and take possession of a room whenever the violation of regulations warrants such termination or whenever the room is vacated or the relationship between the student and the University is terminated. If the Contract is terminated due to disciplinary action, then no refund is allowable.
 - c. The University reserves the right to void the Contract if a student's course load falls below the full-time credit requirement.
 - d. The University also reserves the right to terminate the Contract when, in the University's judgment, it is in the best interest of the Residence System.
20. **VACANT SPACES:** The University reserves the right to utilize vacant spaces however it deems necessary. Vacant spaces in rooms that are not filled to capacity must be kept clear so the space is available for the University to place a new occupant at any time. Prior notification of such placement will be made whenever possible.
21. **WITHDRAWAL:** Students who withdraw, are suspended, expelled, or are otherwise dismissed from the University are required to remove their belongings from their residence hall and return keys to the Office of Residential Services within forty-eight hours from the time withdrawal, suspension, expulsion, or dismissal goes into effect.

PERTAINING PRIMARILY TO CONTRACT AND OCCUPANCY: CONDITIONS OF OCCUPANCY

Good conduct is expected of all occupants, especially when it pertains to another's legitimate use of a residential area for sleep, study or privacy. Excessive behavior that infringes on the rights of other residents is prohibited and may result in relocation and/or disciplinary action. All students must respond to an official University directive or request. Students are advised to acquaint themselves with the more detailed regulations covering this topic in the University Handbook.

1. **ALCOHOL:** Alcohol is only permitted in a room where one or more of the residents is at least 21 years old. If one individual is not 21, the students of legal drinking age are permitted to possess alcohol but can not provide it to anyone under the legal drinking age of 21. Any room occupied by residents who are all under the legal drinking age is considered a "dry room" and no alcohol is permitted regardless of the age of the guests. In addition, residents are prohibited from displaying alcohol containers of any kind (empty or full) if the residents are not at least 21 years of age. Drinking games, as addressed in the Social Policy section of University Policy and Guidelines, are prohibited in the Residence Halls, which includes all rooms and common areas.
2. **CLEANLINESS:** Students are expected to cooperate in keeping rooms, kitchens, bathrooms, lounges, and corridors in satisfactory condition. Rooms are not to be used for permanent or temporary storage of miscellaneous items and/or furniture alien to normal occupancy. Student rooms must be returned to their original condition at the end of occupancy. Special cleaning required by reason of students' carelessness will be billed to those responsible.
3. **COMMON AREA POLICIES**
 - a. **BATHROOMS:** Bathrooms are gender designated and should be used as such. Use of bathrooms by the opposite gender is not permitted.
 - b. **EXTERIOR DECORATIONS:** Exterior decorations are prohibited unless approved by the Office of Residential Services.
 - c. **LOUNGE FURNITURE:** Lounge furniture is not to be removed from lounges or other public areas without the permission of the Office of Residential Services. Students found with such furniture in their rooms are subject to disciplinary action and fines, and will be billed for the cost of removal. All furniture not accounted for at year-end inventory will be replaced at the expense of the residents.
 - d. **SLEEPING:** Sleeping in lounges or any common area is prohibited.
 - e. **STAIRWELLS, EXITS, HALLWAYS:** Stairwells, exits, and hallways must remain free and clear of all objects at all times.
 - f. **STORAGE:** There is no storage available in common areas. All personal belongings must be kept in bedrooms.
4. **CUSTODIAL SERVICE:** Custodial service is provided for all common areas only. The University may discipline students who interfere with custodial service. Cleaning of student rooms is the responsibility of the individual occupants. Special cleaning required by reason of students' carelessness will be billed to those responsible.
5. **NOISE/QUIET HOURS:** Loud music and disruptive noise infringes upon the rights of others to study, to sleep or to carry on necessary duties and functions at the University. For this reason, quiet hours are observed in all residence halls to ensure a quiet environment for sleeping and studying. The hours are from 11:00 p.m. to 8:00 a.m. Sunday - Thursday and from 1:00 a.m. to 10:00 a.m. on Friday and Saturday. During hours not designated as quiet, students are expected to respond to a reasonable request to reduce noise if it is infringing upon others. During final exam periods, quiet hours will be in effect 24 hours a day beginning at 1:00 a.m. following the last day of class each semester. Stereo speakers or amplification devices shall not be placed in windows with sound directed outside. The playing of musical instruments cannot infringe on other student's ability to study.
6. **PETS:** No animals, with the exception of non-predatory fish in properly maintained aquariums of 10 gallons or less (aquariums must have noise-free compressors for the filters) will be allowed in the residence halls.
7. **POSTING NOTICES:** Bulletin boards are available throughout the residence halls for the posting of notices. The posting of notices on anything other than provided bulletin boards (for example, door areas, walls, or other undesignated areas) is strictly prohibited. All postings must be pre-approved and distributed through the Office of Residential Services.

8. PROHIBITED ACTIVITIES: The following activities are not permitted in residential areas: vandalism; playing with fire; chemical experimentation; sports (i.e. hall hockey, soccer, Frisbee throwing, darts/dart boards, etc.); the cooking and preparation of food, except in designated areas; excessive noise; the washing or repairing of motor vehicles; excessive horseplay; water fights; possession and use of swimming pools; snowball fights; dropping, throwing or shooting of objects from windows; the use, possession or sale of drugs and illegal substances; possession of drug paraphernalia; theft of services (i.e. telephone and cable).
9. RECYCLING: The University is required by State law to comply with mandatory recycling. As a campus resident and a member of the Lehigh University community, each student is expected to abide by any and all established recycling requirements.
10. RESTRICTED AREAS: Residents are prohibited from accessing and/or entering restricted areas such as roofs, mechanical equipment rooms, buildings closed for vacation, etc.
11. ROOM POLICIES
 - a. BUNK BEDS: Students choosing to bunk their University beds must do so using University issued bunking pins. Bunking pins are available upon request.
 - b. BED RAIL(S): All University bunk beds and lofts constructed by Lehigh University staff will include a bed rail for safety purposes. Bed rails are available upon request to students that choose to bunk their University issued beds throughout the year. Failure to use provided bedrail(s) is done so at your own risk.
 - c. BED RISERS: Beds may only be lifted off the ground by bed risers. Cement blocks are prohibited. The stacking of bed risers, one on top of the other, is also not permitted.
 - d. DECORATIONS: Decorations must be of a non-combustible and non-permanent nature that will not damage paint or finished surfaces in the room. Painter's tape and removable mounting tape are the only adhesives suggested for hanging decorations. Regardless of the adhesive used, the student will be responsible for any damage caused to the room. As stated in fire code regulations, no material or posters may be affixed from the ceiling or overhead at any time. The hanging of cloth material or tapestries may not cover more than 50% of each wall nor can it be hung on a wall above a bed. Curtains which enclose a bed are not permitted. In buildings with sprinkler systems, decorations may be further limited by fire safety regulations. Please refer to section II, 6 for further information.
 - e. DOOR HANGERS: Any item which is hung over the top of the door is not permitted. These items impair the ability of the door to close and latch properly, thus creating a security concern.
 - f. FURNITURE: All furniture placed in a student room must remain in that room, and cannot be placed in hallways or stored in any building storage areas. Furniture may be rearranged within a student room in accordance with its designed purposes.
 - g. LOFTS: Prior to constructing or using a loft in any University building, students must (1) obtain a copy of the *Loft Safety Guidelines and Sample Construction Specifications* from the Office of Residential Services, and (2) sign and return to the Office of Residential Services a *Student Waiver of Liability and Assumption of Risk* form.
 - h. PAINTING: The painting of residence hall rooms is strongly discouraged. All rooms with paint differing in color from the initial move in color will be professionally painted after the academic year and charged back to the residents of the room.
 - i. REPAIR/RENOVATION: Repair or renovation of a room by any resident or external source is not permitted without the expressed written approval of the Office of Residential Services. Examples include installation of ceiling fans, rewiring of room electrical outlets, etc.
 - j. WATERBEDS: Waterbeds are prohibited.
12. SMOKING POLICY: Students must comply and cooperate with the University smoking policy which states that no person shall smoke or burn tobacco products, hookahs, or any other substance inside any residence hall, suite, or apartment on campus. Smoking is permitted on residential grounds, provided it occurs 15 feet from any building entrance and away from windows of residential facilities.
13. SNOW REMOVAL: The students will cooperate with snow removal efforts in parking areas by removing vehicles from, on, or about the Premises for a reasonable period of time when requested by Lehigh. Residents will notify Lehigh of the need for removal of snow or ice.

PERTAINING PRIMARILY TO SAFETY AND SECURITY

1. EXTENSION CORDS: All extension cords used must be heavy duty (15 amps) and UL approved.
2. EXTERIOR, FIRE, SECTION, AND ROOM DOORS: Exterior, section and fire doors are to remain closed at all times, with exterior doors locked 24-hours a day. Residents of the section will be held responsible when doors are blocked or propped open. A door will be considered propped if there is any physical obstruction (i.e. tape, stones, cardboard, trashcans, etc.) that prevents it from closing and/or locking. Student room doors have been equipped with self-closing door hinges to meet fire code regulations. Dismantling or removing self-closing door hinges is prohibited.
3. FIRE DRILLS/ALARMS: When a fire alarm sounds, residents shall vacate the building and cooperate fully with University officials including during fire drills which will be held at regular intervals.
4. FIRE EQUIPMENT: Fire equipment is to be used only as necessary in the case of fire. Any use or misuse must be reported to the Office of Residential Services immediately. Tampering with fire bells, horns, alarms, extinguishers, extinguisher covers, exit signs, evacuation instruction signs, sprinkler systems, smoke detectors, and other equipment is prohibited. No items may be hung, wrapped, taped, or otherwise affixed to sprinkler pipes or the sprinkler head. No item in the room may be positioned in such a way as to block the lateral dispersal of water should the sprinkler head be activated. The sprinkler head, if wall mounted, will have no items on the same wall higher than 18 inches below the sprinkler head. This does not include relatively flat items (pictures, posters, etc.) but does include shelving and any objects that may be on the shelving, as well as electrical cords, lights, etc.
5. FLAMMABLE MATERIALS: Flammable items including candles, self-start charcoal, chemicals, combustible engines (regardless of their state of dismantlement), gasoline, incense, lighter fluid, non-electric lanterns and live trees are prohibited.
6. ID CARDS: ID Cards will only operate the card reader doors in the area(s) to which the student has been authorized to access. Attempts to use a card in area(s) other than those authorized will be monitored and may subject the student to disciplinary action. Possession or use of an ID Card or key not issued to a particular student is prohibited and could subject him/her to disciplinary action. For additional ID Card policies and procedures, please refer to the University Handbook.
7. PROHIBITED ITEMS: Only certain appliances are permitted in student rooms (i.e., electric shavers, toothbrushes, hair dryers, clocks, fans, stereos, irons with automatic shutoff, hot air popcorn poppers, curling irons and blenders). The following items are specifically

prohibited in the residence halls except in designated areas provided and/or approved by the University*: air conditioners, exterior antennas, boats, broilers, coffee makers, electric blankets, laundry dryers, electric fry pans, grills/griddles, halogen lamps, hookahs, hot plates, hot pots, microwave ovens, outdoor clotheslines, outdoor fences, portable heating units, refrigerators exceeding 4.6 cu. ft., satellite dishes, smoke machines, sun lamps, toasters, toaster ovens, trailers, and washing machines. These items are subject to confiscation and fines to policy violators. The University reserves the right to determine the potential danger of electrical appliances and to remove them. Common household kitchen items are permitted in Trembley Park Apartment, Sayre Park and Campus Square kitchens areas. In other residence facilities, the "MicroFridge"™ is the only microwave unit acceptable.

8. RESTRICTED ITEMS: The possession or use of any potentially dangerous item or material is strictly forbidden. Such items are subject to confiscation. Firearms, fireworks, ammunition, air guns, paint ball guns, spring type weapons, slingshots, martial arts weaponry, explosives, and switchblade or hunting knives are among those items prohibited.
9. ROOM KEY: Room keys must not be duplicated. All keys must be issued through the Offices of Residential Services or Access Control. Key(s) issued to an individual may not be given to anyone who is not a resident of the particular room/building. All persons involved in such a transaction will be subject to disciplinary action. For additional key policies and procedures, please refer to the University Handbook.
10. SALES, SOLICITATION, AND COMMERCIAL ENTERPRISES: No commercial enterprise or door-to-door solicitations may be conducted in the Residence Halls. The presence of any promoter, vendor, or unauthorized visitor should be promptly reported to a Residence Life staff member.
11. SECURITY: Students should not take any actions that compromise the safety and security of residents or living areas. Room doors should be locked whenever the residents leave the room. Residents will be fined if their room door is left unlocked on a continuous basis.
12. SECURITY SCREENS: Security screens are to remain closed and locked at all times.

PERTAINING PRIMARILY TO PROPERTY

1. ASSESSMENT FOR DAMAGE: Residents will be held responsible for any damage/theft done to their room or any other part of their Residence Hall and its equipment including, but not limited to, furniture, telephones, vending machines, washers and dryers, etc.
2. INVENTORY: Every student, upon entering the Residence Halls or changing to a new room, is required to complete and submit an Apartment, Suite, and/or Room Condition Form to the Office of Residential Services. The Apartment, Suite, and Room Condition Forms allow students to personally assess the condition of his/her room and its contents. This form will be referred to in matters concerning room repair and individual damage assessment.
3. DAMAGE TO OR DESTRUCTION OF PREMISES: If the premises or any part thereof is destroyed or damaged by fire or other casualty, or taken by eminent domain, this Contract may be terminated by the University if it determines that the premises have been rendered unusable. If the Contract is not terminated, a proportionate reduction in room occupancy charge, determined by the University in its sole discretion, shall be allowed until the premises are restored by the University to usable condition. Such reduction in room occupancy charge shall only be allowed if the damage occurred through no fault of the student(s).
4. STUDENT PROPERTY: The University is not responsible for loss or damage from any cause to the personal property of residents. Property remaining in student rooms upon termination of the Contract becomes the immediate property of Lehigh University. The student shall and hereby does waive any right of subrogation which the student or any of the student's insurers may have against the University and its representatives, agents or employees due to loss or damage from any cause whatsoever to student's personal property.

DINING SERVICE REGULATIONS

1. CHANGES: Requests for change of meal plans within the requirements of the living area should be submitted to the Bursar's Office up to the first 10 days of class. After the first 10 days of class, students must petition the Office of Student Auxiliary Services for all meal plan changes.
2. ID/DINING CARDS: The exchange of ID/Dining Cards, or the use of any card by anyone other than the student to whom it is issued, is prohibited and will result in the confiscation of misused card.
3. REFUNDS: For regulations governing meal plan refunds, please refer to the University Handbook located on the web at http://www.lehigh.edu/~indost/conduct/handbook/sect12_shtml
4. REQUIREMENTS: All students residing in residence halls (except Campus Square, Sayre Park, and Trembley Park Apartments) are required to participate in a meal plan.
5. SALES, SOLICITATION, AND COMMERCIAL ENTERPRISES: Students may not conduct any commercial enterprises or solicitation in the Dining Facilities. Students are required to promptly report to Dining Services the presence of any promoter, vendor, or unauthorized visitor.
6. SPECIAL REQUESTS: Special meal plan requests and considerations throughout the year should be directed to the Office of Student Auxiliary Services.
7. THEFT: The removal of food or equipment (dishes, glassware, silverware, salt and pepper shakers, trays, etc.) from dining areas is prohibited.
8. UNAUTHORIZED ENTRANCE: Unauthorized entrance into the dining halls is prohibited.