

University of New Hampshire

Room and Board Agreement 2014-2015

A. General Provision.

Every student residing in University housing is subject to the provisions of the Student Rights, Rules and Responsibilities handbook and the terms of this Agreement. All rules of conduct governing the behavior of University students shall be enforced; violations of rules, policies and regulations as stated in the Student Rights, Rules and Responsibilities handbook and this Agreement shall be subject to appropriate University sanctions, including eviction from University housing. Students can be held responsible for any policy violation that occurs in their room. All students are expected to conduct themselves in a manner consistent with the expectations of the University, as stated in the Student Rights, Rules and Responsibilities handbook, and this Room and Board Agreement. All references to rules in the body of this Agreement are found in the Student Rights, Rules and Responsibilities handbook.

- 1. Eligibility.** In order to live in University housing, students must be classified as full time students. Full-time undergraduates are defined in accordance with rule (01.112) in the Student Rights, Rules and Responsibilities handbook. Full-time graduate students are verified through the Graduate School. Summer school students must be enrolled in one (1) or more credit courses by UNH Continuing Education during the period of housing. In order to live in The Gables apartment complex students must be 19 years of age or at least a sophomore as defined in the Student Rights, Rules and Responsibilities handbook (rule 03.112). In order to live in the Woodside apartment complex students must be 20 years of age or at least a junior as defined in the Student Rights, Rules and Responsibilities handbook (rule 03.112). Undergraduate students not meeting these criteria are permitted to live there only by exception. Babcock Hall is a graduate residence. Undergraduate students of non-traditional age are permitted to live there only by exception.
- 2. Terms of Agreement.** This Agreement is for a period of one academic year (two semesters) or in the case of summer session, for a period equal to the duration of the student's summer courses. Housing accommodations are not available during University vacation periods except for students residing in the apartments, Babcock, and specifically designated residence halls (additional fees apply). University Housing services, including access to the room or apartment, begin on the designated opening day and end within 24 hours after a student's last final exam or cancellation of this Agreement. Graduation, official withdrawal from the University, academic suspension from the University, or mutual consent of the parties constitutes the only basis for release from this financial responsibility. Non-renewal, suspension, eviction, exclusion or dismissal will result in cancellation of charges according to the Refund Schedule in section C. This Agreement cannot be transferred or reassigned.
- 3. Reservation of Space.** To reserve a space, students must submit a housing application and pay a housing deposit by the designated deadline. Electronic or written signature of the student on the housing application legally binds said student to the terms and conditions of this Agreement. If a student cancels after the deposit is paid or a promissory note signed, Refund Schedule in section C applies. The University will offer a student the opportunity to reserve a space at its sole discretion. Its use of a priority system, including lottery and wait lists for making such offers, may be changed or limited at its sole discretion.
- 4. Housing Assignment.** Assignments are made by the Department of Housing. Use of student preference, seniority, or time priority systems for making such assignments may be changed or limited at the University's sole discretion. Reasonable accommodations for persons with disabilities will be made to the extent possible. Such accommodations may include but are not limited to room type requests, proximity to facilities, service animals and power-driven mobility devices. All requests for such accommodations must be approved by UNH Disability Services for Students. The University will cooperate to the degree possible with students desiring a change in room or apartment assignment. Babcock and apartment residents may not be reassigned to the undergraduate residence hall system unless granted an exception by the Department of Housing. The University retains the right to administratively change a housing assignment at its sole discretion. The University reserves the right to assign more occupants to a room than the established capacity when the demand for housing exceeds the spaces available. In such cases, the housing fee for all occupants involved will be reduced based on the housing rates established by the Board of Trustees. When the room is no longer over-assigned, for any reason whatsoever, and the extra furniture is removed, all occupants involved will be required to pay the increased fee, pro-rated, based on room or apartment capacity. The occupant(s) is (are) responsible for any changes in housing fees. If the extra furniture remains in the room at the request of the remaining residents or if the residents of the room do not ready the extra furniture for pick-up, the

room will be considered broken down and the occupants will be required to pay the increased fee, pro-rated, based on room or apartment capacity.

5. **Occupancy.** Occupancy begins when a student accepts a key or combination to their room. Only the student officially assigned and checked into a specific room may occupy that room. At its own choosing, the Department of Housing may require a student to move to another room in order to consolidate unassigned spaces. A student may occupy only the type of room for which they are paying.
6. **Move In/Move Out.** Before moving out, a student is required to remove all refuse, remove all personal possessions, and leave the room or apartment clean. Charges for additional cleaning required, removal of personal property, or for any damage or loss of University property, normal wear and tear excepted, will be billed to the student(s).
 - a) **Keys.** Keys will be issued to the student of record on arrival at the beginning of the occupancy period. Keys may not be transferred, duplicated, or given to other persons. Lost keys should be reported immediately to the Housing office. In each case in which keys are lost, the lock will be changed, new keys issued, and the student billed. Keys said to be temporarily mislaid, keys not returned at the end of the occupancy period, or unauthorized duplicate keys turned in at the end of occupancy will be considered lost keys and charges will be assessed to the student.
 - b) **Combination Locks.** Students assigned to a room with combination locks are prohibited from issuing or in any way communicating the combination to their room to any person or persons. Combinations will be changed as occupants officially move out of rooms. If a combination change becomes necessary as a result of the combination being communicated to others by the student, the student will be billed for the cost of the combination change.
7. **Liability.** The University shall not be liable directly or indirectly for theft, destruction, or loss of money, valuables, or other personal property, belonging to, or in the custody of, the student for any cause whatever, or whether such losses occur in the student rooms, storage areas, public areas, hallways, or in the baggage related to shipment or storage. The University provides no insurance for personal possessions. Students must have their own insurance or be included under their family's insurance policy. The University is not responsible for personal property left behind by students after the date of their withdrawal, transfer, departure, suspension, eviction or dismissal from any accommodation in University housing. Students are particularly encouraged to remove all valuables from their accommodations during periods of absence or during University vacations. In the event of mechanical difficulty (air conditioning, heat, hot water and other equipment) or interruptions of electrical power or water service, the University will make reasonable efforts to restore service; however, there will be no reduction of housing charges because of such failure. In the event of damage by fire, water, steam or other causes which render the room or apartment wholly unfit for occupancy, the University reserves the right to reassign the student to alternative University housing accommodations. If alternate quarters are not available, this Agreement may be terminated and the student shall not be entitled to recompense for damages except for a pro-rated housing fee refund.
8. **Staff.** The University will provide staff in accordance with the University policy of providing students with a living experience that complements the academic mission of the University of New Hampshire.
9. **Communication.** The University of New Hampshire and Department of Housing often communicate with students on official matters in written form and through the use of various technologies. In those instances when the University chooses to communicate with students through technology (including but not limited to email, portal communications, and electronic messaging), it often does so with the use of University-generated UNH Username (IT ID). The University will provide and maintain this UNH Username (IT ID); it will be the responsibility of the student to monitor official communication sent by the University to this UNH Username on the UNH e-mail system, as well as those posted to the UNH Portal (MyUNH/Blackboard) and accessible with this UNH username.
10. **Parking.** Student/guest parking will be determined in accordance with the parking and traffic rules and regulations. Only vehicles for persons with disabilities (displaying the appropriate permit) may park in designated parking areas. Any vehicle illegally parked is subject to towing and/or a fine, and disciplinary action.
11. **Storage.** Storage space for surplus or seasonally used property is NOT provided. Each student must make his/her own arrangements for such surplus storage off campus. No article of any nature may be stored in stairwells, attics, housekeeper closets, interior and exterior building passageways, roofs or on the grounds.

12. **Entry/Inspection.** University staff members reserve the right to enter a student's room or apartment at any time, whether or not the student is present to (a) perform maintenance (b) to conduct fire/safety inspections (c) during an emergency (d) to enforce safety or health expectations.
 - a) Advance notice is not required unless maintenance is expected to be substantially disruptive to students.
 - b) The Durham Fire Department and the University reserve the right to determine fire safety standards for decorations and appliances and require students to take action to correct hazards.
 - c) The University of New Hampshire reserves the right to access and review individual records related to entering or exiting residential buildings.
13. **Laundry Service.** Laundry machines are provided for students and accept payment only in the form of Cat's Cache. The University shall not be liable for any damage to or loss of personal property resulting from the use of the laundry machines, nor shall the University be liable for personal items left unattended in the laundry rooms.

B. Use of Dwellings and Grounds

1. **Appliances.** All electrical items in a room must be UL listed or recognized to a UL standard by a nationally recognized testing laboratory. Coffee pots, popcorn poppers, irons, hot pots may be used but cannot be plugged in unattended. Refrigerators that stand less than 35" in height and draw no more than 1.5 amp of power are allowed to a maximum of one per every two assigned room occupants. Microwaves up to 800 watts of power output are acceptable.
2. **Cleanliness.** Students are responsible for maintaining reasonable sanitation and safety standards in their rooms, suites and apartments (including suite and apartment bathrooms). If upon inspection, University staff finds safety and sanitation below standard, the student will receive a written request prescribing corrective action. If after a reasonable time the corrective action has not occurred, the University will perform the needed work at the student's expense.
3. **Furnishings.** Each bedroom will be furnished with a bed, desk and desk chair, dresser and closet space for each resident. Bed rails are standard equipment in rooms where beds can be elevated and must be used any time the bed is raised above its lowest position. University supplied furniture may not be moved to or stored in any suite or apartment bathroom. It is illegal to take furniture from common spaces in the residence hall or apartment building and place it in a student room or apartment. Such action shall be considered theft.
4. **Maintenance.** Routine maintenance needs should be reported to the Department of Housing in a timely manner. The University reserves the right to perform any and all needed maintenance.
5. **Trash Removal.** Students are solely responsible for bagging trash which accumulates in their room or apartment and disposing of such trash by depositing it in the designated dumpster, trash compactor, and/or recycling container. Personal room or apartment trash may not be placed in common area trash receptacles.
6. **Bicycles.** Bicycles may be stored on approved bike racks or in designated bicycle storage areas. A student is required to remove their bicycle(s) prior to their designated move-out date.
7. **General.** The University reserves the right to inspect students' rooms or apartments to ensure compliance with section F-9, Fire Prevention/Drills/Alarms/Equipment, reserves the right to recommend to the appropriate disciplinary body the termination of any Agreement, and will control the rooms or apartments in case of an epidemic.

C. Payment/Cancellation/Refund-Housing

The University will establish housing fees yearly and will announce these proposed fees for each academic year at the time of housing sign-up during Semester II. Fees are considered proposed until approval is granted by the University Board of Trustees. Upon nonpayment of fees or any charges herein provided, the University may refuse to register the student for the next semester, issue grade reports of work done, or allow the student to be graduated. Semester payment is due when indicated on the bill or prior to occupancy, whichever is earlier. Graduation, official withdrawal from the University, academic suspension from the University, or mutual consent of the parties constitutes the only basis for release from this financial responsibility.

1. **Deposit.** All students intending to reserve a space in University housing must pay a housing deposit. The housing deposit will be applied against the semester housing fee. Once paid, the Deposit Refund Schedule (C2) applies.
2. **Refund Schedule.** In order to ensure that accommodations are available to students wishing to live on campus, the University will refund to the student his/her housing fee at the following rates (unless otherwise agreed by the Director of Housing or required by law). Subsequent to occupancy, no release from this Agreement or refund can be considered unless the assigned room or apartment is left clean and all sign-out procedures including return of keys and settlement of obligations are completed. In such cases when release is granted, the effective date of release will be determined by the date of such completion.

a) Deposit Refund Schedule

1. Written cancellation of this Agreement by the student to the Department of Housing or cancellation by the University for disciplinary or non-renewal actions will result in the following refund schedule. Semester I cancellations postmarked or received by the Department of Housing on or before June 1 result in a 50% refund of the housing deposit paid. Cancellations postmarked between:
 - i. June 2 and July 1 : 25% of deposit refunded to student;
 - ii. July 2 and August 15: Student forfeits entire housing deposit.
 - iii. August 16 and before Friday of the first week of fall semester classes: Student charged 25% of full semester housing fee.
 1. If a student officially withdraws from the University *and* cancels their housing Agreement in writing to the Department of Housing *and* does not move in to their assigned space prior to the first day of fall semester classes, only the entire deposit is forfeited.
2. If the Agreement is canceled, any amount of housing fee/deposit refund due a student will first be applied to said student's current University charge.
3. If a Promissory Note was signed by the student in lieu of paying the housing deposit, student will be financially responsible for cancellation charges as if they had paid the deposit.
4. Students who are offered and accept housing beginning with Semester II and subsequently notify the Department of Housing of cancellation prior to hall opening forfeit the Housing Deposit.

b) Semester I Refund Schedule

1. If by Friday of the first week of classes the student fails to occupy the assigned room, or cancels the Agreement by mutual consent or for any of the reasons in section C, the Agreement is canceled and the student receives a 75% refund of the semester's housing fee.
2. Cancellation for any of the reasons in section C or by mutual consent after the first week of classes and within 30 days will result in a 50% refund of the semester's housing fee.
3. Cancellation of the Agreement for any of the reasons in section C or by mutual consent after 30 days will result in no refund of the housing fee.
4. Students who check in or move into a hall or apartment and subsequently move out without consent of the Department of Housing, and do not withdraw from the University, are charged the full housing fee.
5. If the Agreement is canceled, any amount of housing fee/deposit refund due a student will first be applied to said student's current University charge.
6. Residents evicted or suspended for reasons of conduct will be financially responsible for that semester's rent.

c) Semester II Refund Schedule

1. Requests for early termination of this Agreement at the end of Semester I can be considered ONLY IF RECEIVED IN WRITING BY THE DEPARTMENT OF HOUSING BEFORE THE SECOND FRIDAY IN NOVEMBER. Should any such release be possible, priority will be given to students whose requests show extreme hardship, not necessarily financial, and to those students whose academic programs require them to relocate while still enrolled at the University. Semester I students who have NOT been granted early termination of the Room and Board Agreement for Semester II will be charged the full Semester II housing fee. Any and all portions of the refund schedule do not apply to such students.
2. Students who are offered and accept housing beginning with Semester II and subsequently notify the Department of Housing of cancellation prior to hall opening forfeit the Housing Deposit. Cancellations by such students after hall opening, the Semester I Refund Schedule (C.2b) will be followed.

3. Residents evicted or suspended for reasons of conduct after the published Semester II move-in date will be financially responsible for that semester's rent.
4. Residents who are evicted at the end of Semester I due to willful non-completion/non-compliance of alternative sanctions will be financially responsible for Semester II rent.

d) Summer Refund Schedule

1. Failure to occupy the assigned room or written notification from the student of cancellation of the Agreement or of official withdrawal from class(es) within the first seven (7) days of residence, the student is charged for 1/2 of the Agreement amount.
2. Written notification from the student of cancellation of this Agreement after the first seven (7) days of residence, the student is charged for the full amount of the Agreement.

D. Resident Meal Plans

All students who reside in University housing (except Babcock Hall, The Gables and Woodside apartment residents) are required to purchase a meal plan from the designated mandatory choices. There are no exceptions to this requirement. The Core, Campus and Campus Premier meal plans satisfy the requirement. See www.unh.edu/dining for the latest information about meal plans and services.

1. Resident students must designate the meal plan of their choice:
 - a) prior to July 1 for Semester I
 - b) prior to the second Friday in November for Semester II
2. Failure to specify a meal plan choice will be an indication of acceptance of the minimum mandatory meal plan for resident students, currently the Core Plan.
 - a) The last day for making downgrades to your meal plan is the 2nd Friday of each semester.
3. Resident meal plans are valid through the last day of meal service in the semester of purchase.
4. Access to the dining halls can be obtained through one of the following five methods:
 - a) Hand Recognition System (those owning one of the three resident Anytime meal plans)
 - b) Dining Dollars (encoded on your UNH photo ID card)
 - c) Cat's Cache (encoded on your UNH photo ID card)
 - d) Cash
 - e) Master Card, Visa, Discover or American Express
 - a) **Refund schedule.** In the event of official withdrawal from the University, suspension or mutual consent of the parties to terminate this Agreement, the effective date for calculating a refund on a paid dining plan will be the date of official withdrawal or the date of last meal eaten, whichever is later. Academic Year Refunds are made as follows:
 - i. Before Registration Day, 100% refund.
 - ii. A meal plan that has not been used through the second Friday of either Semester, 100% refund.
 - iii. A meal plan that has been used at any time will be charged at the weekly rate for that meal plan for each week up to cancellation. Partial weeks will be rounded up. The weekly rate equals meal plan cost (not including Dining Dollars) divided by number of weeks in the semester. Silver Plus meal plan holders will be charged at the per meal cost for all meals eaten.
 - iv. Unused Dining Dollars will be refunded.
 - b) Summer Session refunds are made as follows:
 - i. Summer session unlimited plan refunds will be on a per week basis; unused weeks will be fully refunded.

E. Dining Hall Information and Policies

1. Dining hall meal service begins on the official opening day and ends on the last day of final examinations.
2. Food served in the dining halls is available on an "all you care to eat" basis and cannot be taken out. Violation of the policy can result in a \$25 fine and/or loss of dining privileges.

3. Students are expected to conduct themselves in the dining halls in a manner conducive to quiet enjoyment of meal times by all. Cooperation with stated procedures such as the self-bussing of dishware is expected. Misuse of food is grounds for disciplinary action.
4. Removal of dining hall property is prohibited.
5. **Lost Cards**
 - a) A charge of \$25 is made to replace a lost, stolen or damaged photo ID card and \$10 to replace a lost, stolen, or damaged non-photo dining card.
 - b) Lost or stolen meal cards must be reported immediately to the Dining ID Office (603) 862-1821 or suspended instantly through Blackboard. Only the balance of accounts on the card at the time the card is suspended can be protected. No temporary cards will be issued. Until your ID card is replaced, you will not have access to your Dining Dollars, guest passes or Cat's Cache (the hand scanner eliminates the need to use your ID card for admission into the dining halls when you own one of the Anytime meal plans).
 - c) Your University ID card is strictly nontransferable. The owner of ID card is responsible for its security and proper use and subject to a \$25 fine for its unauthorized use.
7. Guests may be brought into the dining hall by using a guest pass, Dining Dollars, Cat's Cache, cash, Master Card, Visa, Discover or American Express.
8. **Dining Dollars**
 - a) Anyone may purchase Dining Dollars in any amount. Gold and Platinum plan holders may purchase additional Dining Dollars if needed.
 - b) Dining Dollars are accepted at Philbrook, Stillings, Holloway Commons, Union Court, Wildcatessen, Philbrook Café, Gables Convenience Store, Dairy Bar, Zeke's, Albert's, Cornerstone 1926 and Dunkin' Donuts (no discount).
 - c) Dining Dollars are valid during the academic year of purchase only. A remaining balance from fall semester will carry over to spring semester but will expire at the end of meal service in May. Unused Dining Dollars are non-refundable.
9. Students with specific nutrition concerns or medically restricted diets should meet with the registered dietitian and executive chef to review options for dining hall accommodations. It is the responsibility of the student with food allergies or other specified nutrition concerns to make the final judgment on whether or not to question the ingredients of a food item or to choose to eat the foods selected.

F. University Housing Community Standards

In addition to abiding by applicable federal, state and local laws, and the University conduct rules outlined in the Student Rights, Rules and Responsibilities, the student is expected to understand, support and live by community standards, rules and regulations established for all residences. Violations of any of the above, which could result in suspension or expulsion from the University, will be forwarded to the Office of Conduct and Mediation. Residents evicted or suspended for reasons of conduct will be financially responsible for that semester's rent.

1. **Alcohol.** All students are subject to the University Rights and Rules governing the use of alcohol, as well as federal, state, and local laws of alcohol use to include the Open Container Ordinance of Durham, NH. Entryways, hallways, and lounges are common areas, and consumption of alcohol is prohibited in these areas (including by those of legal drinking age). Group sources such as kegs of beer, beer balls, and alcoholic punches are prohibited in University housing. Under certain circumstances the presence of empty alcohol containers may be evidence of a violation of the rules regarding possession or use of alcohol.
 - a) Only students of legal drinking age (21 years or older) may consume alcohol in their own room or in the room of another student who is at least 21 years old.
 - b) A legal age drinker may have just one open alcohol container at a time for personal consumption.
 - c) Alcohol is not permitted in any of the common or public areas of the residence halls or apartment buildings.
 - d) Possession or consumption of alcohol is permitted only in rooms where at least one of the assigned and present residents is at least 21 years old.
 - e) All common sources of alcohol, including but not limited to kegs, punch bowls, beer balls, or excessive amounts of alcohol in bottles or cases, are strictly prohibited.

- f) Providing underage people with alcohol is illegal and strictly prohibited.
 - g) Any person who is under the influence of alcohol and whose behavior leads to personal injury or illness may be considered in violation of the alcohol policy.
 - h) Having a gathering in a residence room, suite or apartment that involves illegal consumption of alcohol will likely lead to eviction upon a first offense. A gathering is defined as more people in the room/suite/apartment than just the people who are assigned to that room/suite/apartment.
2. **Alteration to Premises.** No changes may be made in the building or its fixtures by students individually or in groups without the expressed permission of the Department of Housing. The student or any person acting without said permission shall refrain from:
- a) Removing any item of University equipment/furniture from the room or premises.
 - b) Altering or replacing the present locks or other security devices or installing additional locks or security devices.
 - c) Making any structural or electrical alterations to the room.
 - d) Using nails, screws, bolts, or decals upon the furniture, walls, doors, woodwork, ceiling, or floors of the room or apartment or otherwise defacing, painting or marring such surfaces.
 - e) Making unauthorized repairs to the room or apartment.
 - f) Removing screens.
 - g) Building partitions or making alterations to furniture.
 - h) Taking furniture or other items from common spaces and placing them in student room or apartment.
3. **Civility.** The University offers many times, places and ways to engage in expressive conduct, and it expressly seeks to create a diverse learning culture where students feel encouraged to express themselves on a wide variety of issues. Students attending UNH are not required to live on campus. All persons living in University housing are entitled to sleep, study and quietly enjoy their living space without unreasonable disruption. The University's goal is to create a residential environment where all residents can expect to be treated in a civil and respectful way by each other. Therefore, in accordance with the SRRR and applicable law, residents or guests shall not harass, intimidate, threaten or abuse a guest or fellow resident through speech, conduct or writing. Isolated or incidental breaches of civility shall normally be treated as opportunities to counsel an offending student, with or without a formal warning. Repeated or knowing threats, harassment, intimidation or abuse sufficiently severe or pervasive to alter the conditions of another resident's sleep, study or repose may result in conduct charges or eviction.
4. **Common Area Use.** The University strives to create an atmosphere of respectful, diverse opinion and expression. Although our community aspires to extend this atmosphere into student residential facilities, it is important to note that residences are unlike other campus facilities, and that some kinds of expressive conduct are subject to reasonable time, place and manner restrictions. Students are expected to use good judgment when engaging in expressive conduct or displaying material in the common areas of the residence hall. These include any areas outside of a student room, including lounges, hallways, common bathrooms and hallway doors where community members must pass every day and therefore cannot avoid. Students and guests are prohibited from displaying material in common areas that disrupt or would likely disrupt the educational mission of the University, including, but not limited to, materials that are pornographic, obscene or create a hostile environment sufficiently severe or pervasive to alter the conditions of other residents' ability to sleep, study or repose. Students and guests are also prohibited from displaying materials that advertises or promotes drugs or alcohol, use gratuitous profane or vulgar language, or that are harassing or threatening to others. Please refer to the UNH Discrimination and Discriminatory Harassment policy for more information. The display of materials in the common areas shall be defined to include, but not be limited to, photographs, posters, written materials, videos, and live performances. Videos shown in the common areas shall have a rating of G, PG, PG-13 or R, and individuals who show videos are expected to comply with all applicable copyright laws. Isolated or incidental breaches of the rules governing the use of common areas shall normally be treated as opportunities to counsel an offending student, with or without a formal warning. Use of common areas to make repeated or knowing threats, harassment, intimidation or abuse sufficiently severe or pervasive to alter the conditions another student's sleep, study or repose may result in conduct charges or eviction.
5. **Cooking.** Cooking is prohibited in student rooms in the residence halls and allowed only in designated kitchen units or facilities.
6. **Condition of Common Areas.** Students are responsible for keeping all common and public areas of University housing free of personal trash and belongings. These areas include, but are not limited to hallways, bathrooms, stairwells, lounges, utility closets, and adjacent grounds.

7. **Damage.** Damage, theft, and vandalism to University property are strictly prohibited. Violators will be subject to disciplinary action. Each student is financially responsible for the cost of replacement or repairs of any breakage or damage (except for normal wear and tear) to his/her accommodations and its furnishings as well as for his/her share of the costs of any damages in the common areas of University housing.
8. **Drugs and Paraphernalia.** Students may not possess, use, be under the influence of or sell illegal drugs. Sharing or otherwise distributing illegal drugs or controlled substances in or around the residence halls/apartment communities will be subject to eviction from the residence halls/apartment communities and possible suspension or expulsion from the University. All paraphernalia which can be used with illegal drugs including, but not limited to, bong, pipes, rolling papers, etc. are prohibited.
9. **Fire Prevention/Drills/Alarms/Equipment.** Students are expected to notify the Fire Department of any fire and safety hazards and to report a fire promptly. All students are expected to observe all fire safety procedures established for their building including participation in fire alarm/evacuation drills. Students must leave buildings when a fire alarm is activated or be subject to disciplinary action. Fire extinguishers and alarm systems shall not be tampered with or tested by unauthorized persons nor should anything cover, be attached to, or hung from detector devices, conduit, or sprinkler heads. Students are expected to help prevent false alarms and should report any tampering with fire safety equipment to the appropriate staff person. Students are financially responsible for charges assessed as a result of tampering with fire safety equipment.
10. **Removal of Furniture.** All student rooms and apartments are provided with furniture. Students may not remove or store furnishings provided by the University and may not replace them with other items owned or rented by the student. The Department of Housing will not remove or store the standard University furnishings. Public area or lounge furnishings shall not be moved into a student's room.
11. **Guest and Visitation Policies.** The student is responsible for the behavior of their guests, for damages caused by their guests and for informing guests of hall policies. All guests will be escorted by their host at all times while visiting in the building. Students within University housing are collectively responsible for their own conduct as well as the conduct of their guests. Overnight guests are not permitted in University housing without advance permission of all students of the room/apartment in which they are staying. Overnight guests may not stay longer than two nights in any given week. No more than ten people may be in a residence hall room or between 13 and 24 people in an apartment, depending upon apartment, at one time, per order of the Durham Fire Department. University apartment residents must register with and receive approval from the Apartment Manager for hosting a gathering of more than 13 people (including hosts). Residents of the apartments must adhere to the Special Events/Parties guidelines as they appear in the policies for apartment residents' document.
12. **Hall Sports.** Behavior that may result in personal injury or damage to property is prohibited. This includes, but is not limited to hall sports, water fights, some forms of practical jokes, roughhousing, dropping items out of windows, improper behavior on balconies, tampering with or other misuse of elevators, and failure to observe fire safety rules and procedures. All athletic activities are to be confined to areas outside University housing which are specifically designated for such purposes.
13. **Lewd and Indecent Behavior.** Conduct and behavior which is considered lewd or indecent, including but not limited to, public or unwanted nudity, urination and defecation in areas other than toilets or urinals, sexual activity in public areas, uninvited or unwelcome voice or written messages to others which are considered lewd or indecent by the receiver.
14. **Lofts.** Built-in (wall or ceiling attachment) structures are prohibited. Non-University, free-standing loft structures are permitted however the University of New Hampshire and the Department of Housing assume no responsibility for residents building their own bed units. The top of a loft mattress must be at least 33" from the ceiling. The Department of Housing and/or the Durham Fire Department reserve the right to determine the danger of lofts and require their removal.
15. **Noise.** Each student shall respect and observe the rights of other students occupying University housing. Noise that is disruptive to others, including hall and apartment staff, is prohibited. Courtesy hours are always in effect and residents are to respect requests of others for quiet. Night time hours are "quiet hours", when residents are to be especially aware of the volume and impact of their noise. Residence hall quiet hours are Sunday-Thursday 10pm-7am and 12am-8am on Friday and Saturday. Apartment quiet hours are Sunday-Thursday 11pm-7am and 1am-8am on

Friday and Saturday . Hall councils may choose to extend quiet hours but may not shorten them. At no time should amplified sound or yelling be directed out or at resident's windows. Residents are to maintain reasonable quiet in courtyard areas at all times. The placement of stereo speakers in such a manner that sound carries out from the apartment or room is strictly prohibited. Compliance with the Durham noise ordinance is required. All established quiet hours must be observed.

16. **Pets.** With the exception of service animals as reasonable accommodations, pets or animals of any kind, except non-dangerous fish, are prohibited in University housing. One ten gallon tank containing fish is allowed per room.
17. **Posting/Solicitation.** Door-to-door solicitation is strictly prohibited. Commercial activity, solicitation or advertising is not permitted in or around University housing unless prior approval by the University Police Department has been obtained. The only exceptions are activities permitted under University Rules and/or those sponsored by University staff or local resident governing councils. All information posted in common areas and on bulletin boards must be approved by the Department of Housing or Residential Life staff. Posting on room doors or other areas are subject to removal if constituting a fire hazard or if the posted material is unacceptable (i.e. racist, sexist, homophobic, etc.). No commercial soliciting or canvassing is allowed.
18. **Prohibited Items.** The following items are prohibited in University housing, except where specifically permitted.
 - a) Halogen lamps, hot plates, heating/immersion coils, electric frying pans, toaster ovens, electric heaters, electric blankets, non-UL listed items and electrical items not approved by the Department of Housing
 - b) Air conditioners, clothes washers and dryers, dishwashers, and water beds
 - c) Television or radio antennae and any other objects which are placed outside the room window or anywhere on the exterior of the building or adjacent grounds. The International residence hall, with the prior approval of the Director of Residential Life, will be permitted to fly their international flags on Opening Weekend and for specific campus wide events sponsored by the International hall.
 - d) Firearms, candles, incense, explosives, fireworks, weapons of any kind, hazardous chemicals, gasoline, charcoal lighter fluid, propane, butane, motorized vehicles of any kind (or parts, repair tools, accessories for any motor vehicle)
19. **Security.** Part of the obligation of community living is to help safeguard the living environment. Students are reminded that they share in the responsibility for the security of their rooms and the buildings in which they live. Students are strongly encouraged to keep their rooms/apartments locked at all times and also to report individuals who appear to be tampering with locks, damaging facilities, harassing students, or behaving suspiciously. Students are advised to be particularly security-minded at times of check-in, holiday breaks, check-out, or when fewer residents are in the residential facilities. The following behaviors can compromise the security of other students, and are prohibited. Students found responsible for any of the following behaviors will be subject to disciplinary action, including fines to cover the costs of door repair or replacement.
 1. Giving personal keys or ID card to another person
 2. Leaving keys or ID card in a public space
 3. Propping open any door to the outside
 4. Attempting to force open any secured door
 5. Interfering with the locking mechanism of any door
 6. Allowing individuals who seek entry to "piggyback" (enter the building without using their own entry card).
 7. Removing a window screen
 8. Damaging any door, lock, or window
 9. Climbing through windows, being on ledges, porticos or roofs
 10. Throwing objects out windows or from roofs of buildings
20. **Smoking.** Smoking is strictly prohibited inside any University residence facility. Smoking within 20 feet of any University building is strictly prohibited. This ban includes all forms of smoking including electronic cigarettes, cigars, cigarettes, marijuana, hookahs, etc.

21. **Theft.** Attempted or actual theft of and/or damage to property of the University or property of a member of the residential community is prohibited. This includes removing property from residence hall or apartment common spaces or from rooms of other students.
22. **Weapons.** The University of New Hampshire is a weapon free campus. This applies to all residence halls and apartments. Weapons include but are not limited to, firearms, simulated firearms, dangerous chemicals, any explosive device, nunchucks, brass knuckles, butterfly knives, paintball guns/equipment and any other materials that can be used to intimidate, threaten or endanger others, are prohibited on campus. Any knife, including a butter knife, used as a weapon shall be considered a violation of this policy.
23. **Failure to Comply.** Refusing to cooperate with University staff or University police who are attempting to investigate or address a situation in a University residence hall or apartment is prohibited. The student is required to provide proper identification and truthfully answer legitimate inquiries.
24. **EVICTION.** A housing eviction requires a resident to move out of the residence hall/apartment system within 48 hours after the University judicial process is completed. Residents evicted or suspended for reasons of conduct are financially responsible for that semester's rent. **It is important to understand that eviction can occur for a first offense.** Incidents that may result in eviction from the residence hall/apartment system include, but are not limited to:
 - Possession, use or distribution of illegal drugs or potential drug paraphernalia
 - Hosting a gathering in student rooms, student suites or student apartments that involves illegal alcohol possession or use
 - Acts of violence, including physical assault, sexual misconduct, and destruction or vandalism of property
 - Responsibility for a false fire alarm or bomb threat
 - Possession of a weapon or simulated weapon
 - Theft of personal or university property
 - Endangerment to self or others in the community
 - Repeated violations of community standards or University policies