HOUSING AND RESIDENCE LIFE
Community Policies

WELCOME TO HOUSING & RESIDENCE LIFE, the unique residential community for students, faculty, staff, and affiliates of Weber State University (or the University). This Property is only for residents who appreciate a beautiful environment and the convenience of on-campus living, and who will make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the Property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds. The community will be governed by the rules of common courtesy and common sense.

You must follow the STUDENT CODE OF CONDUCT of the University. By enrolling at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Board of Regents of Weber State University, the rules and regulations of Weber State University and the Student Code of Conduct and other directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University’s function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be punished regardless of whether such conduct is specifically outlined in the Student Code of Conduct.

SAFETY

S1. SECURITY - It is not possible for any apartment owner or manager to insure "security” or “safety.” For your convenience, many features, such as perimeter fencing, deadbolt locks, and locked buildings are provided. The University Police Department provides police services in the Community from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to the University Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the University Police at x6460 for non-emergencies and 9-911 to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

Detailed requirements for card access can be found under the University PPM (5-44) for electronic access. For residents at University Village:

Electronic Access Cards. Cards shall be issued and managed by the Wildcard office. Upon move in a resident’s card will be activated to work for the building they have been assigned to live in.

a. Electronic access cards ( wildcard) shall be used only by the individual to whom the card is issued.
b. Duplication of cards other than by the Wildcard Office is prohibited. Any person who knowingly makes or duplicates a university card in any manner not authorized by this policy is subject to disciplinary action by the University, pursuant to established procedures and/or prosecution in accordance with 1953 Utah Code Annotated, Section 63-9-22 (misdemeanor).
c. Electronic access will be renewed on a semester-by-semester basis.
d. WSU reserves the right to terminate access at any time the University deems appropriate.
e. Card(s) that are lost, stolen or damaged may be replaced at the Wildcard Office upon payment of the replacement card cost. If a card is lost or stolen, the WSU Housing & Residence Life shall be notified so that electronic access via the lost or stolen card can be terminated.

KEYS - Keys belong to us and must be returned to us at the end or termination of your agreement. You will be charged $150.00 for each apartment key (in University Village), $100.00 for each room key (in New Hall) and $15.00 for each mail key that is not returned, and for each replacement key that you request. Do not duplicate any key or give or loan your key to anyone.

The following are safety and security suggestions and recommendations while living at WSU Housing:

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT
• Lock your doors and windows, even while you are inside.
• Use deadbolt locks on the doors while you are inside.
• When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubt.
• Do not put your name, address or phone number on your key ring.
• If you are concerned because you have lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
• Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call us.
• Check your smoke detector monthly for dead batteries or malfunctions.
• Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
• Immediately report the following to us in writing, dated and signed:
  o Any need of repairs of locks, latches, doors, windows and smoke detectors
  o Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
• Close curtains, blinds and window shades at night.
• Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT
• Lock your doors while you are gone.
• Leave a radio or TV playing softly while you are gone.
• Close and latch your windows while you are gone, particularly when you are gone for an extended period.
• Tell your roommate where you are going and when you will be back.
• Do not walk alone at night.
• Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
• Do not give entry codes or electronic gate cards to anyone.
• Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
• Let us and your friends know if you will be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.
• While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
• Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR
• Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
• Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses.
• Do not leave your keys in the car.
• Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
• Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
• Check the backseat before getting into your car.
• Do not stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS
No security system is failsafe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

COMMUNITY LIVING

L.1. FIREARMS/WEAPONS - We do not allow firearms and other weapons on the property. You must comply with all federal, state, local and University laws and regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

L.2. ALCOHOL - Possession or consumption of alcoholic beverages by you and your guests at WSU Housing must be in compliance with local, state and federal laws, and with the rules and regulations of the University. If you are under 21 years of age, you may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

L.3. DRUGS AND ILLEGAL SUBSTANCES - Use, possession and/or distribution of drugs and/or illegal substances, including but not limited to marijuana, is strictly prohibited and will result in eviction and referral to the College Judicial officer and law enforcement agencies. This includes possession of any drug paraphernalia. In accordance with lawful procedures, the Department of Public Safety, &/or the local law enforcement agencies may confiscate and retain for evidence any such drugs found in possession of a student, in his/her apartment, or vehicle.

L.4. VERBAL AND/OR PHYSICAL ABUSE - Residents and guests are to treat all neighbors, apartment mates, visitors, WSU Housing staff, and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence of any type will not be tolerated.

L.5. FAILURE TO COMPLY - You must comply with all written and verbal requests and instructions from WSU Housing staff and University officials. This includes requests to produce valid identification.

L.6. NOISE - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. While we may establish specific “quiet hours,” you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, or floor, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

L.7. BARBECUE GRILLS - The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of each building and on the unit patios and balconies. After you use the community grills provided, please leave the equipment, grills, and area clean for the next person. Flammable liquids may not be stored in your apartment.

L.8. FIRE ALARMS - We have installed building fire alarms in all buildings. If you are in a building when its fire alarm rings, you and your guests are required to immediately leave the building (this includes false alarms and fire drills). If you, and/or your guests, fail to leave as required, you may be required to pay a fine. EXCEPTION: You are not required to leave the building while we are conducting a test of the fire alarm system and we have notified residents in advance of the test. If you, and /or your guests, intentionally cause a false alarm, you will be subject to a fine and/or eviction.

L.9. SMOKE DETECTORS - At the beginning of your lease we will test the smoke detector(s) in your Apartment for proper operation and working batteries. Thereafter, it is your responsibility to replace the batteries. Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Report any malfunctioning or inoperable smoke detector(s) to us immediately.

L.10. COMMON AREAS - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, or other common areas. You and your guests are required to follow the posted rules and regulations.

L.11. SMOKING PROHIBITED – SMOKING IS PROHIBITED IN ALL AREAS OF THE FACILITY INCLUDING APARTMENTS AND ON BREEZEWAYS. Smoking is ONLY permitted in the parking lots. Properly dispose of cigarette butts in containers.

L.12. NUMBER OF OCCUPANTS - The maximum number of people living in an apartment shall be no more than four people in a four-bedroom apartment (University Village) or three people in a room (New Hall).

L.13. VISITORS - You are responsible for your guests' (whether invited or uninvited) compliance with all of these Community Policies and parking regulations. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours must be registered in our office. Except for members of your family, overnight guests of the opposite sex are not permitted between the hours of 2:00 AM and 8:00 AM. Guests staying more than 48 hours without our permission will be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the License.
L14. MINOR CHILDREN - An adult must supervise your children, and the children of your guests, when outside your Apartment. Patios and balconies are considered "outside."

L15. APARTMENT UNITS - We recognize the importance of personalizing your Apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Apartment, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fines and costs.

A. We do not allow hot plates in your Apartment.
B. We do not allow multiple-outlet, "octopus," plugs in your Apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
C. You may not use halogen lamps, candles, incense or any open flame in your Apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.
D. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.
E. All decorations should be temporary in nature so as to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with thumb tacks, or any other method that will not damage painted wall surfaces. No paper wallpaper or paint is permitted in your Apartment.
F. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
G. We do not allow waterbeds.
H. Do not hang anything from sprinkler heads. Damage to these may result in flood damage which you will be responsible.
I. Aluminum foil may not be placed in windows as insulation or decoration.
J. External antennas or satellite signal receivers are not permitted.

L16. ROOMMATE AND NEIGHBOR COUNSELING - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident then addresses the concern directly with the roommate/neighbor.
B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
C. Our staff will follow-up and negotiate the roommate/neighbor contract if needed.
D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a $75.00 transfer fee to change apartments.

L17. RESIDENT DISCIPLINE - Although eviction through a civil court is always a possible remedy for any violation of the agreement and its' addendum, management reserves the right to use an educational discipline process. It is our hope that this system promotes and encourages self-discipline, and that it will guarantee fundamental fairness to each resident. Involvement with certain violations may result in a monetary amount being assessed and may be outlined elsewhere in this license. Most violations will result in educational sanction such as community service, probation, and research. The discipline process is as follows:

A. Notification of possible violation and hearing with Resident Director
B. Notification of sanction
C. Right to appeal
   a. A letter requesting an appeal and outlining the reasons for the appeal must be filed with the Assistant Director within (3) school days from the date of the sanction. The Assistant Director will review the appeal and make a final decision.
   b. This decision may be appealed to a designated representative of the University. A copy of that appeal must be forwarded to both the University representative and the Assistant Director within (3) days after the Assistant Director's decision.

L18. SATELLITE TELEVISION DISHES - You may not install a satellite television dish without our written approval. Please contact our office to find out what you must do to obtain our approval.

L19. MISSING PERSON PROCEDURES - In compliance with the Missing Person Procedures 20 USC 1092 C (Section 488 of the Higher Education Opportunity Act of 2008), it is the policy of Student Affairs and WSU Police to investigate any report of a missing student who resides on-campus at Weber State University. Weber State University's practice, procedures, and policy are as follows:

Practice:
- A resident student shall be deemed missing when he or she is reportedly absent from the University for more than 24 hours without any known reason.
- All reports of missing students shall be directed to WSU Police. WSU Police will work with Student Affairs to determine whether the student is missing in accordance with this policy.
- Upon signing the housing license agreement the campus residence halls or apartments, students have the opportunity to identify a confidential individual to be contacted by the University in case the student is determined to be missing. Only authorized University officials and law enforcement officers in the furtherance of a missing person investigation may have access to this information.
- For students under the age of 18, that notification will be made to the student's parent or guardian within 24 hours of the time that the student is determined to be missing.
- Any notification to parents, guardians, or designated contacts will be made by the Dean of Students.

Procedure:
- Any report of a missing student should immediately be directed to WSU Police.
- WSU Police will notify Student Affairs and the two departments will work in conjunction to do the following:
  o Attempt to make contact with the student reported missing by calling the student's cell phone number on file, going to the student's room (keying in no answer), interviewing roommate(s) and floormate(s) concerning the last time the student was seen and find any known plans.
  o Check the student's card access log to determine when they last entered a building, used their student id card, etc.
  o Check class schedule and look for student at classroom-if applicable.
  o Contact faculty member regarding attendance if appropriate.
  o Determine a timeline of when the student was last accounted for.
- The Dean of Students and VP of Student Affairs will initiate whatever action deemed appropriate under the specific incident's circumstances.
  o If it is determined that 24 hours have passed with no known whereabouts-the Dean of Students or designee will notify the missing student's designated contact—or-if the student is under 18, their custodial parent or guardian.
  o If it has been less than 24 hours, and the student's absence does not appear irregular or suspicious, a note will be left at the student's room requesting that they contact WSU Police immediately upon their return. If at the 24 hour mark the student still has not returned,
then the above stated actions will take place.

- The emergency contact information listed on license agreement will serve as your requested method of notification in the event that you are identified as a missing person. If you are under age 18 at the time of this agreement your parents or legal guardian should be signers on the license agreement and their contact information is to be listed in the guarantor section of the license agreement.

**OFFICE & MAINTENANCE SERVICES**

**01. OFFICE HOURS AND SERVICE PROCEDURES** - Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. A staff member is also available after hours.

**02. MAINTENANCE MANAGEMENT SYSTEM** - We take pride in providing you a well-maintained apartment home. We demand high standards of service from our suppliers, subcontractors, and service personnel. Except during emergencies, a written work order must be issued from our office for all service requests. Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please address a letter to Campus Living Villages, to the attention of Assistant Vice President of Operations, 1001 Fannin, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871.5100. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40°F), losses of air conditioning (if the outside temperature is above 90°F), and rising water may be reported by calling the on duty staff member. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

**03. CARPET CARE** - To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). A vacuum cleaner is available for your use at our office. Please call us immediately for special instructions and assistance in handling carpet stains or damage. Annually, upon renewal of your contract, we will shampoo your carpet at no cost, per your request.

**04. EXTERMINATION** - We treat all apartments/rooms for pests regularly. Residents cannot refuse extermination unless a written medical doctor's excuse is on file with the office.

**COMMUNITY CLEANLINESS**

**C1. APARTMENT CLEANLINESS** - You must maintain your Apartment in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

- **A.** If we must clean your apartment to assure sanitary conditions, you must reimburse us for all costs incurred.
- **B.** If one roommate of a shared apartment moves out, all roommates must satisfactorily clean the apartment. If the apartment is not cleaned, a $100.00 cleaning charge will be assessed among all roommates.

**C2. TRASH** - Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fence. Do not put your trash in the trashcans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a $30.00 service charge if you place any trash outside your Apartment/room or anywhere else on the property (other than inside the dumpsters).

**AMENITIES**

**A1. LAUNDRY FACILITIES** - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry.

**A2. COMMUNITY CENTER AND LOBBY USE** - We will utilize the community center and lobby for a variety of educational, recreational, and social programs. The center and lobby are also available for your use (i.e., study groups, organization meetings, etc.). For further information on utilization of the facilities, please contact our office.

**A3. POSTING** - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

**A4. TELEVISION** - IPTV is provided through the University and Resident acknowledges that the system is a mechanical one that may periodically fail or be rendered inoperative.

**A5. NETWORK ACCEPTABLE USE POLICY** - Access to some Property network or University computer resources require that each user have a unique identity. A computer identity represents the user in various system activities, to provide access to software and data, and to associate the user's own software and data with the identity. As such, any computer identity is an instrument of identification, and its misuse constitutes forgery or misrepresentation and is subject to disciplinary action.

In particular:
- Network resources shall not be used for any illegal or criminal purpose.
- Unauthorized attempts to gain root access or access to any account not belonging to the user on any Property or University network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any Property or University system is obliged to report it to the system administrators.
- Password sharing is prohibited. Users shall be held responsible for choosing safe passwords, ensuring file protections are set correctly, and for all use of accounts and user-ids assigned to them.

We, or the University, are not responsible for unofficial uses of computer resources. In particular, e-mail and personal Web pages often express private opinions that do not reflect the Property’s or University positions.

Computing and information resources are made available to individuals to assist in the pursuit of educational and other academic goals. It is expected that users will cooperate with each other and respect the ownership of work and information even though it is in electronic—rather than more immediately tangible—form. Rules prohibiting theft and vandalism apply to software and data as well as to physical equipment.

In particular:
- No computer system is to be used as a staging ground to crack other systems.
- No one shall alter or delete software, hardware, communications, or data belonging to someone else without authorization.
- Users may not browse, access, copy, or change private files without authorization. Users may not attempt to modify the computer system or software in any unauthorized manner.
- Use of the system for commercial purposes, either for-profit or not for profit, is strictly prohibited.
• Users ought to adhere to posted system policies, procedures, or protocols, such as time or storage limits, where those policies, procedures, or protocols are consistent with this policy. Refusal may constitute failure to comply as defined in the University Columns Community Policies.
• The use of invasive software, such as "worms" and "viruses" destructive to computer systems, is unethical and illegal.
• Copyrighted software must only be used in accordance with its license or purchase agreement. Users do not have the right to receive or use unauthorized copies of software, nor to make unauthorized copies for themselves or others.
• Attempting to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
• Gratuitous consumption of system resources (disk space, CPU time, and bandwidth) will not be tolerated.