

## Apartments Handbook Table of Contents

<i>ITEM</i>	<i>Pg</i>	<i>ITEM</i>	<i>Pg</i>
<b><i>GENERAL POLICIES</i></b>	3	Cohabitation	12
Assistance	3	Communication	12
Deposit / Rent Refund	3	Concessions	12
Information	3	Cooperation w/University Officials	12
Laundry and Vending	3	Craft Appliances	13
Restriction of University Housing	3	Curtains and Curtain Rods	13
Refund Policy	3	Deliveries	13
Mail	4	Disposal of Cooking Grease	13
Telephone	4	Drugs	13
<b><i>HOUSING CONTRACTS</i></b>	5	Exercise Equipment	13
Contract Period	5	False Fire Alarms	14
Contract Renewal	5	Fighting	14
Breach of Contract	5	Fines	14
Termination of Contract	5	Fire Alarms	14
Un-enrolled Residents	5	Fire Extinguishers	14
<b><i>Housing Maintenance</i></b>	6	Gambling	14
Maintenance and Safety Checks	6	Group Billing for Damages/Vandalism	14
Damages	6	Guests	14
Damage Appeal Process	6	Halogen Lamps	15
Maintenance Concerns	6	Harassment	15
Maintenance Repairs	7	Heaters	15
Maintenance - Refusal of Service	7	Holiday Decorations	15
Material Safety Data Sheets (MSDS)	8	Horseplay	15
Pest Control	8	Keys	15
<b><i>RESIDENCE LIFE POLICIES</i></b>	9	Kitchen Dishwashers	16
Abandoned Property	9	Lamps (Halogen)	16
Alcohol	9	Light Bulbs	16
Alcohol Containers	10	Light Fixtures	16
Alterations	10	Lockouts	16
Aquariums	11	Noise Concerns	16
Apartment Cleanliness/Personal Hygiene	11	Offensive / Obscene Material	17
Baby Sitting	11	Personal Property	17
BBQ Pits / Grills	11	Pets	17
Bicycles / Motorcycles	11	Plants	17
Bodily Fluids	12	Posting Guidelines	17
Candles / Incense	12	Public Areas	17

<i>ITEM</i>	<i>Pg</i>	<i>ITEM</i>	<i>Pg</i>
Quiet Hours	17	Private Apartments	24
Radios, Stereos, Musical Equipment	18	Rental Procedures	24
Roof Tops	18	Resignations	25
Room Painting	18	Roommates	25
Safety Equipment	18	Single Occupancy of a Double Apt.	25
Self Care	18		
Sharps Containers	18	Unauthorized Apartment Changes	26
Signs / Banners	18	PHILOSOPHY OF DIVERSITY	26
Sinks	19	STUDENT DISCIPLINE SYSTEM	27
Smoke Detectors	19		
Smoking	19		
Solicitation	19		
Stationary Exercise Bicycles	19		
Telephones	19		
Television Antennas/Satellite Dishes	19		
Toilet Facilities	19		
Tobacco	20		
Traffic Signs	20		
Trash	20		
Vandalism	20		
Universities Right To Access	21		
Visitation	21		
Washers / Dryers	21		
Washing Cars	21		
Water Beds	21		
Windows / Window Screens	21		
Weapons and Explosives	21		
Wireless Routers	22		
<b><i>BUILDING SPECIFIC (BKVI II)</i></b>	22		
Alterations	22		
Apartment / Hall Transfer	22		
Bunk Beds and Lofts	23		
Check-Out Procedures	23		
Eligibility for Residency	24		
Fire Procedures	24		
Mandatory Apartment Meeting	24		
Parking	24		

## **POLICIES AND PROCEDURES for APARTMENTS**

### **GENERAL POLICIES:**

**ASSISTANCE.** If you need assistance between 8 a.m. and 5 p.m. Monday through Friday, contact one of the apartment managers at 936-294-3305. If he/she is not available, contact the Department of Residence Life at 294-1812. After 5 p.m. or on weekends and holidays, contact your AM on duty by paging them at 936-293-5682 or the University Police Department at 294-1794.

**DEPOSIT AND RENT REFUND.** When you are ready to move from your apartment it is very important that you check out properly with your residence hall staff. The date of your check out determines your pro-rated rent, the end of your responsibility for damages, missing property and the overall condition of your unit. After you officially check out, your deposit and pro-rated rent will be returned unless you have damages or outstanding charges on your account. Certain conditions may result in the forfeiture of your deposit and/or rent. The University processes refunds according to a refund schedule. After you check out, your refund, if applicable, will be processed on the next refund processing date. Keep in mind that this could be several weeks from the check out date. Contact the Department of Residence Life for more information.

**INFORMATION.** Your AM will produce flyers to keep you informed on policy changes, information you need to know and campus happenings. You will be responsible for information contained in the flyers.

**LAUNDRY AND VENDING.** Machines are provided in your complex for laundry services. Should a machine be out of order, please report it to Vending at extension 41824. After 5pm, please contact UPD at extension 41794, so additional residents will not be inconvenienced. You may obtain a vending refund slip from the Residence Life Office for reimbursement of funds lost in a non-working machine.

**RESTRICTION OF UNIVERSITY HOUSING.** To be consistent with the University's high expectations of its students, the Department of Residence Life reserves the right to refuse a request for campus residency to any student who has been convicted of a felony, offenses involving moral turpitude, other offenses of a serious nature, or one who exhibits serious psychological problems.

**REFUND POLICY.** All refunds to a student, including deposits, will first be applied to any outstanding debt to the University including, but not limited to, past due accounts and future installment payments. Any refund that is more than these types of payments will be refunded to the student and will be mailed to the permanent address on the student's records when processed

by the Accounting Department.

**MAIL.** Mail is delivered to the apartments Monday through Saturday, to your individual mail boxes. Your address will be:

Bearkat Village (apts. 1-203):      Your Name  
 2401 Montgomery Road # \_\_\_\_\_  
 Huntsville TX 77340

Bearkat Village (apts. 204-262):      Your Name  
 2400 Montgomery Road # \_\_\_\_\_  
 Huntsville TX 77340

Mail boxes are for the occupants only and may not be used for anyone other than the occupant of the room assigned (friends/family etc. may not use your mailing address to receive their mail.

### **Oversize Package Delivery for all residents at Bearkat Village.**

Oversize packages will not be left at the residences by the US Post Office. They may be picked up at the Huntsville Post Office at 3190 Hwy 30 W, or you may call the US Post Office at 295-4362 and ask that your package be redelivered to the SHSU mailroom for pickup. To make arrangements for a package to be sent directly to the SHSU mailroom, students may call the SHSU mailroom at 294-1936 and instruct the sender to address your package as follows:

(Your Name) Sam ID #  
 Attn: Mailroom Manager-Hold for pickup  
 Sam Houston State University  
 General Delivery  
 Huntsville, Texas 77341-2000

Packages addressed in this manner must be picked up promptly. Students may also rent a box at the SHSU mailroom for \$10.00 per semester. Please remember when changing rooms or moving out, students need to complete a change of address form and submit it to the US Post Office. Any questions, please call the SHSU mailroom at 294-1936.

Your mail is delivered by the Huntsville Post Office, therefore contact them with any mail problems. When you check out of your apartment, you should complete a forwarding mail packet available from the post office.

**TELEPHONES.** Telephone service is not provided in individual rooms. Public phones are provided in the lobby and breezeways of each building for emergency use only.

## **HOUSING CONTRACTS:**

**CONTRACT PERIOD.** The contract shall be in effect for the academic year or summer session as noted, or the remaining portion of the term when check-in occurs after the beginning of the contract period. Since rent is due monthly, students do not move out during holidays and breaks (Thanksgiving, Winter, and Spring Breaks). Cohabitation is not permitted.

**CONTRACT RENEWAL.** Confirmation Week is conducted each November. During this week, each resident will receive information regarding their Spring plans. If you are not planning to attend Sam Houston State University in the Spring, you will be required to complete a Fall to Spring Cancellation form available from your AM. Failure to meet the cancellation deadline will result in your deposit being forfeited. It is your responsibility to make sure you receive and return the proper paperwork by the deadline.

Renewal Week is conducted on-line each March or April. During this week, each resident will receive instructions as to when, where and how to renew their contracts on-line. Your reservation may be renewed for the summer and/or the next academic year by going on-line and following the instructions for renewal. You will sign new contracts when the reservation is made. Failure to renew by the published deadline will result in the loss of renewal privileges and termination of the contract. It is your responsibility to make sure you renew by the deadlines provided.

**BREACH OF CONTRACT.** Breach of contract will result in a \$100.00 fine, forfeiture of the deposit and termination of the contract. The contract will be considered to have been breached for: violation of policies and regulations referred to in the contract, failure to make scheduled payments, or failure to abide by terms and conditions of the contract.

**TERMINATION OF CONTRACT.** Official resignation from the University will terminate the contract and the apartment must be vacated within 48 hours; the deposit will be forfeited, with rent prorated as appropriate. Students who remain enrolled in the University, but move out of University housing without permission will be charged rent for the entire term of the contract and the apartment deposit will be refunded provided check-out procedures are followed and all housing accounts are paid in full. The University may terminate the contract and take possession of the apartment for violation of the contract, University rules, regulations or policies. If the University requires the contract to be terminated for behaviors including, but not limited to violations of the Code of Student Conduct and Discipline, the room deposit will be forfeited. You may terminate this contract through completion of the terms set forth in the contract. You may obtain a contract termination form from the Residence Life Office.

**UN-ENROLLED RESIDENTS.** Residents must be enrolled at Sam Houston State University to live in campus housing. Un-enrolled residents will be notified by letter and will have 48 hours to provide proof of enrollment to the Residence Life Office or have their staff officially check them out of their room. Un-enrolled residents who have not provided proof of enrollment or have not checked out with staff will have their door locks re-keyed at the resident's cost. The

cost to re-key the door is \$75.00. In addition to the re-key, disciplinary action may be taken. Further action may involve the University Police Department.

### **HOUSING MAINTENANCE:**

**MAINTENANCE AND SAFETY CHECKS.** Maintenance and safety checks will be completed at least five times throughout the year. When possible, the staff will send out notices as to when maintenance and safety checks will occur. If you are not home, the staff will leave a notice of entry form. The staff will be looking for maintenance problems and safety and health concerns. See UNIVERSITY RIGHT TO ACCESS.

**DAMAGES.** At check-in, students are given an apartment condition sheet. This sheet should be reviewed carefully and damages that are not noted should be added. When the student checks out of the apartment, the apartment will be inspected for cleanliness and damages. Students are responsible for their assigned apartments and contents, and will be charged for any and all damages occurring during the term of occupancy. Students will not be held liable for normal wear and tear. **Students may be held accountable for abnormal wear, damages or cleaning in public areas of their apartment complex.** This would include a billing for damages to all members of the living unit if damages and/or vandalism are attributed to a specific block, blocks or section therein. Damage to University property may subject students to disciplinary and/or legal actions in addition to being charged for the damages. When charges are made, the amount is due immediately. If not paid within ten (10) days, a late charge of \$10.00 will be added to the student's account.

**DAMAGE APPEAL PROCESS.** From the date the billing statements are sent, students will have 30 days in which to contest the damage. To contest a damage, you must fill out a Damage Appeal form available from the Department of Residence Life. The form can be turned in to the Residence Life office and will be forwarded to the Student Discipline Coordinator. If he/she is not available, the form will be forwarded to the Assistant Director for Staff Development. After the matter is researched, the student will be notified in writing of the Coordinator's decision. If the appeal is not approved, the student may appeal the decision to the Assistant Director for Staff Development or his/her designated representative within 10 days by submitting a letter indicating the reasons for the appeal. The decision of the Assistant Director will be final. All information obtained by the AM and Discipline Coordinator will be placed in the student's file so that it may be reviewed by the Assistant Director if the decision is appealed.

**MAINTENANCE CONCERNS.** Students are encouraged to promptly report any maintenance problems or damage so that it can be repaired by the University. Routine repairs should be submitted by the student on-line. To place a "routine" work order, go to the Residence Life home page and click on the "Maintenance Requests" found under the "Facilities" section, then follow the directions provided. **PLEASE LIMIT ONE ISSUE PER WORK ORDER.** Residence Life Maintenance staff work daily to ensure that all work order requests are completed in a timely manner. **If you have an emergency repair, please do not submit a work order on-line. Instead, notify your resident advisor or apartment manager immediately.** If you can not locate a hall staff member during normal business hours, please call the front desk at Residence

Life at ext. 41812. After business hours, call the resident advisor on duty in your building for emergency repairs.

Routine Repairs – are problems that can be scheduled, and do not require immediate attention – even though the student would like it taken care of as soon as possible. Examples are burned-out light bulb, broken or sticking drawers or cabinets, a/c filter changes, moving furniture, broken blinds, and rodent/pests.

Emergency Repairs – are identified as anything that requires immediate attention because if it is not remedied, serious injury or damage will result. Examples include broken water or gas pipes, main sewer pipe stoppage, power failure, 1<sup>st</sup> floor broken windows, any water backing up out of a drain, smoke detector beeping or malfunctioning, any potential fire or shock hazard, and all air conditioner and heating problems.

All TV cable and cable outlet problems must be reported by the student to Sudden Link Communications at (936) 295-5733.

**MAINTENANCE REPAIRS.** Sam Houston State University, Department of Residence Life, and Housing Maintenance are committed to improving the quality of life for our residents. Occasionally, Housing Maintenance personnel will need to enter your apartment to make needed repairs that you, your apartment staff or Housing Maintenance personnel have requested. You will need to allow access to your apartment for these personnel. Due to the large number of maintenance requests, you will not usually be notified in advance of these repairs. If you turn down the Housing Maintenance personnel, you will be charged \$50.00 for the time spent to reschedule the work. Please be cooperative with these personnel to help us make your building a better place to live.

Residents causing damage or vandalism to University property will be charged at a labor rate of \$23.00 per hour during normal business hours and at a rate of \$34.50 per hour (minimum of two hours) for all calls after 4:30 pm on weekdays and weekends and holidays. Student labor rate is \$8.00 per hour. In addition, material needed to replace or repair damaged property will also be billed.

A few examples of damages or vandalism would include: damaged window blinds, furniture, flooring, doors, or stopped up toilets caused by flushing anything other than toilet paper.

For damage or vandalism to life safety equipment, such as fire extinguishers, residents will be billed a minimum of \$50.00 plus the cost to repair or replace the item.

**MAINTENANCE - REFUSAL OF SERVICE.** Housing Maintenance employees must be allowed access to resident rooms in order to complete repairs and/or routine maintenance (ex. Replacing a/c filters, batteries etc). Residents who refuse service between 8:00 am – 4:30 pm Monday thru Friday, will be charged \$50.00. Refusal of service after hours or during the weekends will result in a minimum charge of \$75.00.

**MATERIAL SAFETY DATA SHEETS (MSDS).** Material Safety Data Sheets can be located by using the "Fast Links" search engine on the SHSU homepage. Search for MSDS and a link to the Environmental, Health and Safety Office website will be provided.

**PEST CONTROL.** Each apartment is exterminated once a month. A note must be obtained from a physician before an apartment can be omitted from the extermination process. You must give this note to your AM. Extermination is usually conducted on a regular schedule. You will receive notice specifying the exact date that the extermination will occur. Refusal to allow an apartment to be exterminated will result in the tenants being billed \$50.00.

## **RESIDENCE LIFE POLICIES:**

**Residents are required to cooperate with staff and other residents at all times. Students will be expected to become familiar with and responsibly follow all published procedures, policies, rules and regulations, including those that are explained in this handbook.**

Residents will respect the rights of other residents, and each resident will be responsible and held accountable for his or her behavior. Residents must comply with directions of University officials, which include apartment staff. Policies and procedures in all apartment complexes will be consistently and strictly enforced by University officials at all times.

**The following policies have been established by the Department of Residence Life and must be followed at all times.**

**ABANDONED PROPERTY.** Abandoned property is defined as items of value that are left when a resident checks out of their apartment. This property will be inventoried and stored. \$200.00 will be charged to the responsible resident(s). If the student does not pay the charge and collect the abandoned property within 120 days of their check-out date, the items will become the property of Sam Houston State University and the owner will still be required to pay the \$200.00 fee.

**ALCOHOL.** THE POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES BY PERSONS UNDER THE LEGAL AGE IS STRICTLY PROHIBITED. The legal age for possession and/or consumption of alcoholic beverages in the State of Texas is 21. For those of legal age, the possession and consumption of alcoholic beverages on any property owned and/or controlled by Sam Houston State University is limited to individual apartments and areas specified in other published alcoholic beverage policies. Students of legal age who choose to consume alcohol in their apartments must keep their door closed. All private parties held in student apartments must be confined to the specific apartment with the door closed. All residents and guests who are 21 years of age and choose to drink within a resident room are still responsible for their behavior and abiding by the residence life expectations and policies. Any public advertisement of private parties is prohibited. Residents under the influence of alcohol or other drugs, regardless of age, will not be allowed to participate in university housing sponsored programs.

If both residents of an apartment are under 21 years of age, no alcohol may be consumed or possessed in that apartment. If both residents of an apartment are under 21 years of age, there can never be alcohol containers in the room, even if they are empty. Empty containers of alcohol may be considered evidence of prior consumption. At any given time, if there is a combination of 21(+) year old students (**of which one must be an occupant of the apartment**) and underage students in a room; there should only be one open alcohol container per 21(+) year old student. The 21(+) resident/occupant of the apartment must be present. Each alcohol container must be disposed of before another is opened. Otherwise, the minors in the apartment are in violation of the alcohol policy.

Possession of alcoholic beverages in public areas will be permitted only in the process of

transporting the beverages to and from the resident's apartment. While in transit, the beverage must be in a closed container and the beverage container must be in a sack or a sealed box. Kegs, party balls and alcoholic beverages in punch form are not permitted in residents' apartments. The use of alcoholic beverages in any public area or any area accessible to the public, including breezeways and sidewalks, are prohibited.

Alcoholic beverages may not be brewed or distilled in residence hall facilities.

All University regulations, including the Code of Student Conduct and Department of Residence Life policies, and local and state laws with respect or application to the possession and consumption of alcoholic beverages will be strictly enforced, and the individuals in violation will be subject to University discipline, fines and/or civil charges. Illegal alcohol will be destroyed immediately. For the first alcohol violation, students will be required to attend the Sam Houston Alcohol Referral Program, also known as SHARP. There is a \$60.00 charge to enroll in this (seven) hour program. A \$25.00 fine will be assessed in addition to the SHARP enrollment fee for first time violations. Failure to complete this program will result in a fine of \$200.00. In addition to the fine, your housing contract will be terminated and you will be referred to the Office of Student Life for disciplinary action. The second violation will result in a \$75.00 fine and disciplinary action. Any additional offense will result in a \$200.00 fine and immediate referral to the next disciplinary level. In addition, your housing contract will be terminated. Students should be aware that an amendment to the Family Rights and Privacy Act (Warner Amendment), allows University officials the option to contact parents of students who are under 21 and are found to be in violation of SHSU policies and/or laws of the State of Texas concerning the consumption or possession of alcoholic beverages.

**ALCOHOL CONTAINERS.** Bottles, cans and any other container packaged as an alcoholic beverage container may not be displayed in apartments. Alcoholic beverage containers will be destroyed immediately. Empty alcohol containers should not be displayed or used as a decorative item at any time. Residents 21 years or older who are found in violation of this policy are issued a warning for their first offense. Residents who are 21 or older who display open alcohol containers after their first offense are required to complete the SHARP program and are subject to further disciplinary action. (See ALCOHOL) *Rationale: University officials can not determine when alcohol has been consumed when there are empty "open" containers in an apartment. Any minor that is present while there are open container(s) present is in violation of the university alcohol policy and can be found in violation of state law. Any occupant of the apartment that is 21 years of age or older can be issued a ticket for "contribution to a minor" if there are open containers present while minors are in the apartment.*

**ALTERATIONS.** Alterations, changes, repairs or remodeling of the premises and equipment are not permitted. Residents may use small picture hanging kits to hang pictures to walls. However, be aware that holes of any kind made in the walls or other surfaces within the apartment with the use of nails, etc. will result in a damage charge

Outside structures, including storage facilities, may not be built or placed on the grounds. No alterations or additions may be made to the exterior of any building. Also, there is no painting allowed in the apartments.

**AQUARIUMS.** Students are allowed to have an aquarium of 10 gallon maximum capacity (with fish only). Only one aquarium is allowed per apartment. Students assume responsibility for the aquarium and its contents at all times. See PETS. *Rationale: The weight of larger tanks creates concerns for our maintenance staff.*

**APARTMENT CLEANLINESS AND PERSONAL HYGIENE.** It is each individual resident's responsibility to keep his/her apartment clean and free of garbage. All garbage should be taken outside to the dumpsters. Custodians are not expected to take out personal garbage accumulated in a resident's apartment.

Personal hygiene is the responsibility of each resident. If there are complaints about a resident's personal hygiene, the resident must, in good faith, help to alleviate the complaint by complying with suggestions to improve the situation.

**BABY-SITTING.** Baby-sitting is not allowed in apartments because it may create a disturbance. University facilities are not designed for this purpose. See CONCESSIONS and SOLICITATION. *Rationale: A resident's apartment is not to be used for commercial purposes of any kind. Our facilities are not designed for small children, and baby-sitting in a resident's apartment can create a disturbance in the apartment or complex.*

**BARBECUE PITS/GRILLS.** The area used for barbecue pits should be cleaned by the responsible parties after the meal is completed. Barbecue pits and grills are restricted from use on apartment front porches and patios. **Residents may not store barbecues in breezeways, stairways, or sidewalks.** Ashes should be disposed of in this manner: let the coals cool until they can safely be disposed, or extinguish them with water; put the coals in a sack and place in a dumpster. Combustible fluids (lighter fluid, gasoline etc...) may not be stored in apartments. There is a \$50.00 fine (per item) not to exceed \$250.00 for the 1<sup>st</sup> violation. A second violation will result in your housing contact being terminated and a \$250.00 fine. Additional disciplinary action may be taken. *Rationale: The State Fire Marshal considers any combustible fluid a fire hazard if stored in resident apartments and has mandated that they not be permitted in the facilities.*

**BICYCLES/MOTORCYCLES.** Bicycles or motorcycles **MAY NOT BE STORED** or chained to **outside walkways, stairwells, or fences.** Storage of bicycles and motorcycles in these areas will block fire exits and create other problems. **BICYCLES STORED IN AN UNAUTHORIZED MANNER WILL BE IMPOUNDED AND A STORAGE FEE OF \$25.00 ASSESSED.** If you stored your bicycle in an unauthorized manner and discover it is missing, contact your AM before calling UPD. **Bicycles may be stored in the apartment, clear of any doors or exits.** However, motorcycles are not allowed to be stored in the apartment or on balconies.

**Motorcycles and mopeds** require a University vehicle parking permit that can be purchased at the University Police Department. Motorcycles should be parked in University parking lots since they are motorized vehicles. Mopeds may be parked in University parking lots or chained to bicycle racks.

**BODILY FLUIDS.** Depositing of bodily fluids, including but not limited to: vomiting, urinating, or defecating in public areas or inappropriate locations is prohibited, and may lead to dismissal from university housing and being billed for cleanup and/or damage charges.

**CANDLES AND INCENSE.** Candles, candle/oil warmers, wax sculptures, potpourri pots, paraffin baths, incense and any open flame are prohibited in all apartments for fire safety reasons. Candles should not be used during power outages or in holiday season decorations such as jack-o-lanterns, Christmas wreaths or menorahs. Violation of this policy will result in a fine of \$50.00 (per candle or item), not to exceed \$250.00 for the 1<sup>st</sup> violation. Candles/Incense that are unused, have the wick removed or still in their original packaging (unopened) are considered illegal and will be subject to the fine. The student must remove the candle or incense from the building immediately. Subsequent violations will result in a \$250.00 fine and disciplinary action which may include your housing contract being terminated. *Rationale: Candles/Incense are considered extreme fire hazards and have been banned by the State Fire Marshal for all on-campus housing.*

**COHABITATION.** Cohabitation is not allowed in the residence halls. Cohabitation is defined as a person (not assigned to the room) staying for an extended period of time, or giving the impression that the person is showering or sleeping in the space or has permanent belongings in the space. Only same sex roommates are allowed.

**COMMUNICATION.** University housing's primary means of communication with current residents is through email. Residents are expected to check their student email accounts frequently and consistently. Failure to monitor your student account will not exempt you from adhering to information and deadlines communicated. Residents are expected to respond to requests from Residence Life staff members via email within 24-48 hours.

**CONCESSIONS.** State law prohibits using state property for private enterprise. No concessions or business of any type may be operated by a student, family member, or other person from the living unit or in the apartment complex. This applies to baby-sitting, Avon, Tupperware, and other similar businesses run from the home. See SOLICIATION.

**COOPERATION WITH UNIVERSITY OFFICIALS.** All residents and guests in the halls are expected to comply with requests from staff members whether or not they agree with the request. If you have a concern about the validity of a request, you should comply and then speak with the Residence Life Coordinator of your hall as soon as possible. All residents are expected to comply with disciplinary sanctions issued through disciplinary meetings. The use of physical force of any kind against a staff member is prohibited and will result in the loss of your campus housing. Verbal abuse, physical intimidations or menacing behaviors directed towards a staff member, the display of materials that demean a staff member, and/or interference with staff

members engaged in the performance of assigned responsibilities is prohibited and will result in disciplinary action and/or loss of campus housing.

**CRAFT APPLIANCES.** Wood burners are not permitted in the apartments. Other craft appliances, such as glue guns, are permitted in the apartments.

**CURTAINS AND CURTAIN RODS.** Portable tension rods may be used to hang curtains. Curtain rods that must be installed by attachment to the walls are not allowed. Curtains must have a white backing.

**DELIVERIES.** Delivery of anything other than U.S. mail will be the responsibility of the delivery person. Residence Life staff will not accept responsibility for delivery. Uniformed persons and/or those with proper identification will be allowed to make deliveries in the apartment complexes.

**DISPOSAL OF COOKING GREASE.** Students should properly dispose of cooking grease. After cooking, let grease cool to room temperature. Transfer grease to a separate leak-proof container before disposing in the dumpsters located at each complex.

Grease should not be put in the sinks or in the garbage disposal. Grease should not be disposed of in the grass or flower beds around the apartment complexes because this kills the grass and plants. Students found disposing of grease improperly will be subject to disciplinary action and/or fined \$25.00 (per incident). In addition you will be charged for labor and cost to replace any damaged items/equipment. Areas where grease is found in yard, the building(s) will be fined vandalism charges to replace sod and plants.

**DRUGS.** A student who, by a preponderance of the evidence, under these RULES AND REGULATIONS, is found to have illegally possessed, used, sold or distributed any drug, narcotic, or controlled substance, whether the infraction is found to have occurred on or off campus, will have their housing contract terminated and will be referred immediately to the Office of Student Life for disciplinary action. Possession of drug paraphernalia (such as bong, hookahs, water pipes, rolling papers, etc.) will result in the termination of your housing contract and referral to the Office of Student Life for disciplinary action. Students should be aware that an amendment to the Family Rights and Privacy Act (Warner Amendment) allows University officials the option to contact parents of students who are under 21 and are found to be in violation of SHSU policies and/or laws of the State of Texas concerning the possession, use, sale or distribution of any drug, narcotic or controlled substance. Any resident found in violation of the DRUG policy will have his/her housing contract terminated as well as other University disciplinary action. Students that make a conscience decision to remain present during illegal activities (being present during the presence or consumption of illegal drugs or drug paraphernalia) will be disciplined accordingly which will include your housing contract being terminated and referral to the Office of Student Life for disciplinary action.

**EXERCISE EQUIPMENT.** Exercise equipment such as ankle weights, plastic aerobic hand weights up to 5 lbs. and stationary exercise equipment utilizing bands or hydraulics are

permitted. Weight stacks, plates, dumbbells or barbells are NOT allowed due to excessive weight which may cause damage to floors and/or disturb others. Students found with weights in excess of 5 lbs. will be charged \$25.00 (not to exceed \$250.00 per incident) and student must remove the item from campus housing immediately. *Rationale: Exercise equipment utilizing heavy metal plates can damage floors, tile, or carpet. Hydraulic or band-type exercise equipment is lighter in weight and is stationary; therefore, it should not cause damage or disturbances.*

**FALSE FIRE ALARMS.** Residents responsible for setting off false fire alarms will be subject to disciplinary action including, but not limited to fines being assessed and cancellation of their contract. There is a \$250.00 fine associated with students that are responsible for false fire alarms.

**FIGHTING.** Successful communities respect differences of opinion and confront appropriately when necessary. Physical fighting, attempting or causing injury to an individual or threat of bodily harm, is not an acceptable form of problem resolution and will not be tolerated in the residence halls. Physical fighting will result in a contract termination and referral to the Office of Student Life.

**FINES.** Residence Life policies and procedures not followed by a resident may include an administrative fine. All students may be billed administrative fines for non-compliance of policies and procedures immediately upon check-in.

**FIRE ALARMS.** If a fire alarm is sounded due to actions and/or student's negligence and the student can be identified, then that student will be billed \$250.00 for the fire alarm plus the student will be billed for any damage the fire caused to University property.

**FIRE EXTINGUISHERS.** Fire extinguishers are located in all apartments. They should be used for their intended purpose only. If a fire extinguisher is discharged falsely, the responsible student(s) will be billed for the recharge fee. Additionally, any student found to be responsible for the misuse of life safety equipment (fire extinguishers, fire hoses, etc.) will be assessed a \$250.00 fine and be subject to further disciplinary action.

**GAMBLING.** Gambling is illegal in University apartments or on any state property.

**GROUP BILLING FOR DAMAGES/VANDALISM.** Students may be held accountable for any abnormal wear, damages or cleaning of public areas of their apartment complex to include billing all members of living unit groups. Residents will receive warnings in the form of complex/block meetings and letters before the billing will occur. The total amount of damage/vandalism to date will be addressed at each warning. If those responsible come forward or information is given that leads to the identification of those responsible, then the billing will be addressed to those individuals rather than to the living unit group.

**GUESTS.** Overnight guests may visit residents when arranged in advance with roommate(s). Guests may stay a maximum of 2 nights and 3 days. Keys will not be issued to guests. The

resident is responsible for his/her guest, and guests will be expected to follow all policies of the University. Actions of the guest may subject the resident to disciplinary action. Guests must be accompanied by the resident at all times. **Residents may not allow any other person to occupy any part of the apartment unit and may not give/loan his/her apartment key(s) to any other person.**

**HALOGEN LAMPS.** Halogen lamps are prohibited in the apartments. Possession of a halogen lamp will result in a \$25.00 fine being assessed. The student must remove the lamp from the building immediately.

**HARASSMENT.** Harassment is not tolerated and will result in disciplinary action which may include loss of university housing. "Harassment" is defined as verbal threats, intimidation, or conduct which tend to cause or incite a breach of the peace or are severe or pervasive enough to substantially interfere with a reasonable student's educational performance, opportunities or benefits, or mental emotional or physical well-being and which actually do so interfere. Behaviors and actions exhibited via electronic media including email, text messaging or social networking websites (e.g. Facebook or Twitter) may be in violation of the harassment policy.

**HEATERS.** Space heaters and radiators, whether electric or kerosene powered, are not allowed in apartments. Possession of a space heater or radiator will result in a fine of \$25.00. The student must remove the heater from the building immediately. *Rationale: Space heaters and radiators become very hot and therefore can cause damage or fires.*

**HOLIDAY DECORATIONS.** Lights and other decorations should be used with safety in mind. Keep flammable materials away from lights. Extension cords should not cross under carpeting, nor should electrical outlets be overloaded. Excessive decorations and improper use of lights may cause extreme fire hazards; safety of all residents must be considered at all times. If real trees are used for decorations during the holiday season, they must be disposed of properly. Outside holiday lights should be removed after the holiday is over.

**HORSEPLAY.** Water fights, water guns, water balloons, water balloon launchers, toy guns, darts and any other horseplay including wrestling and running in the apartments, with water or other substances (i.e., shaving cream, whipping cream, toothpaste, super glue, vaseline, etc.) is prohibited. Residents are not allowed to throw objects from the balconies. Residents will be subject to disciplinary action and/or held responsible for any damages associated with this behavior.

**KEYS.** Damaged apartment keys will be replaced at a cost of \$25.00 per key. If it is necessary to change the locks, the fee is \$75.00 (which includes the cost of new keys). Mailbox keys may be replaced for a fee of \$10.00. No refund will be given for a lock change. All keys are considered state property and **MUST** always be returned to the Department of Residence Life. Loaner keys may be checked out from the apartment office, but must be promptly returned. **Duplication of keys as well as loaning keys to others is strictly prohibited and is subject to disciplinary action.** See also "LOCK-OUTS".

**KITCHEN DISHWASHERS.** Dishwashers located in each apartment are to be used for their intended purpose only. Residents should only use dish cleaners approved for dishwashers. Liquid dish soap is not intended to be a substitute for dishwashing detergent. If liquid dish soap is used in the dishwasher, the dishwasher could malfunction and cause unnecessary maintenance problems.

**LAMPS (HALOGEN).** See Halogen Lamps

**LIGHT BULBS.** The use of light bulbs must be in accordance with the rating of the light fixture. You may obtain light bulbs from your AM. *Rationale: Use of light bulbs of a higher wattage than the rating of the fixture can result in overheating and therefore, constitute a potential fire hazard.*

**LIGHT FIXTURES.** The use of acetate, cellophane, tissue paper, or other combustible materials over or in the light fixture is forbidden by fire safety regulations. *Rationale: There are risks of personal injury or fire. Acetate may get too hot and melt onto the fixture. Even when the acetate does not melt it holds heat rather than allowing it to diffuse, resulting in a possible short that could cause a personal injury or a fire.*

**LOCK-OUTS.** Residents will be charged \$10.00 each time a staff member is required to assist them in gaining entrance to their apartment. If a loaner key is provided and is not returned in the specified amount of time, a charge of \$75.00 will be made to cover the cost of re-keying the door. If you are locked out of your apartment and contact your AM or the AM on duty to let you in, and are subsequently let in before he/she arrives, you must contact him/her immediately. Failure to let him/her know you have been let in may result in you being charged the lock out fee anyway.

**NOISE CONCERNS.** Residents should remember that courtesy and good judgment must be observed at all times regarding the noise policy. Radios, stereos and musical equipment, or sound from any source must be contained within the resident's apartment. Acceptable sound levels are determined by staff in each building based on building structure (common air vents, hollow doors, etc.) Noise that can be heard two or more (room doors) down from your room is considered a violation of the noise policy. Residents are to attempt to resolve noise issues with each other first before going to the staff. Residence Life reserves the right to have students remove stereos and other items that have contributed to a pattern of noise violations from one area. There will be a \$25.00 fine for a third noise policy violation. Subsequent violations will be \$50.00 for each violation and will be subject to additional disciplinary action. No warnings for noise violations will be given. *Rationale: The noise policy is the most common policy violation. It is difficult to determine a standard for noise across campus. All residents should have the right to sleep, study and enjoy a peaceful atmosphere.*

Quiet hours. Quiet hours have been established by the Department of Residence Life for all apartment complexes from 12:00 a.m. to 10:00 a.m. Sunday through Thursday nights; 1:00 a.m. to 10:00 a.m. Friday and Saturday nights. These are minimum hours, and any complex may vote to increase these hours if desired.

Campus-wide 24 hour quiet hours. These extra hours of quiet have been established by the department to allow students a quiet place to study during final exams. Notification of the 24 hour quiet hours will be posted in each complex.

(See QUIET HOURS)

**OFFENSIVE/OBSCENE MATERIALS.** Students who hang/place items in their apartments in public view (windows, doors, etc.) that the University determines to be offensive and/or obscene will be asked to remove the items immediately and may be subject to disciplinary action. The University reserves the right to enter a student's apartment to remove items that are found offensive and/or obscene if the student is not present during the discovery.

**PERSONAL PROPERTY.** Students are responsible for the security of their own property. The University is not liable for theft or damages. **It is highly recommended that you insure your personal property.**

**PETS.** Pets of any kind are **NOT** allowed in the apartments except fish in an aquarium (maximum capacity of ten gallons). One aquarium is permitted per apartment. **Stray animals may not be fed from the apartment or any part of the apartment complex.** There is no grace period for removal of illegal pets. **Pets must be removed from the apartment immediately. If any illegal pet is found in a resident's apartment, a \$75.00 fee (per pet) will be assessed.**

*Rationale: It is impossible for residents living in a confined area to take proper care of a pet. Health, damages, and nuisance factors affect other residents of the hall.*

**PLANTS.** Having a variety of plants adds to the decor of an apartment. Students may want to bring a freestanding plant stand since hanging plants are not allowed inside apartments.

**POSTING GUIDELINES.** Residents are responsible for any damage that may occur from posting/hanging items in their apartments. This includes, but is not limited to, holes in the walls, adhesive marks, etc. Nothing may be posted to/on the outside of the apartment door. Residents may not post fliers on apartment doors without clearance in advance from the AM.

**PUBLIC AREAS.** The public areas of the complex (courtyard, clubhouse, parking lots, walkways etc.) are for use by the complex residents and their guests. Large gatherings (8 or more) are not permitted unless they are cleared in advance by the AM. Outside organizations or clubs are not allowed to use the facilities for any type of gathering or event. The clubhouse is intended for watching television, studying, board games or staff programs only.

**QUIET HOURS.** Quiet hours have been established by the Department of Residence Life for all apartments from 11 p.m. to 7 a.m. Sunday through Thursday nights; 1 a.m. to 7 a.m. Friday and Saturday nights. These are minimum hours, and the residents of the apartment complex may vote to expand these hours if desired. Residents should remember that courtesy and good judgment must be observed **at all times** regarding the noise policy.

Campus-wide 24-hour quiet hours have been established by the Department of Residence Life to allow students a quiet place to study during final exams. The 24-hour quiet hours will be posted in each complex.

(See NOISE CONCERNS)

**RADIOS, STEREOS, MUSICAL EQUIPMENT OR SOUND.** Radios, stereos, musical equipment or sound from any source must be contained within the resident's apartment.

**ROOF TOPS.** Residents are prohibited from the roofs of all buildings. If articles need to be retrieved from a roof, contact your AM.

**ROOM PAINTING.** University personnel will do all painting of student apartments. If you feel your apartment needs to be painted, please notify your AM. That individual will examine the apartment and determine if the apartment does need painting. If the AM agrees that the apartment needs to be painted, that individual will give you further information as to when your apartment may be scheduled to be painted.

**SAFETY EQUIPMENT.** Any student found to be responsible for the misuse of safety equipment which includes but is not limited to, fire hoses and valves, emergency lights, exit signs, smoke/heat detectors, fire panels, electrical panels, fire extinguishers, and public area lighting will be assessed a \$50.00 fine and subject to further disciplinary action.

**SELF CARE.** While living in the residence halls, all residents are responsible for their own self care including appropriate personal hygiene, mental health, management of medical conditions or illnesses, and/or disability-related personal needs. Students are expected to utilize the various resources available to them to provide this care for themselves. Students with the inability or perceived inability to care for themselves and /or who cause harm to themselves or others may be asked to adhere to an action plan and/or leave the residence halls.

**SHARPS CONTAINERS.** Students who require a container for the disposal of syringes or other sharps may obtain a Bio-Hazard sharps container for this purpose. Students needing an empty container or wishing to dispose of a full container must call the Health Center at extension 41849 to make these arrangements. The containers will be disposed of by the approved waste disposal company. Containers that are for disposal must meet the following criteria:

- They must be properly capped, open containers will not be accepted.
- The container can not be leaking or contaminated on the exterior.
- The Bio-Hazard containers must be labeled to indicate they are from Residence Life.

**SIGNS/BANNERS.** Signs, banners, posters, etc. may be displayed on the exterior of Sam Houston State University apartments provided the following guidelines are followed: signs should be made in good taste, should be approved by the AM, should be hung near the main entrance of the building, should be attached to the brick portion of the building with tape, and the organization responsible for the sign should remove it within 24 hours after the event has occurred. Signs to promote campus or apartment spirit and seasonal signs of general interest are allowed. All signs/banners must be approved by the AM prior to posting.

**SINKS.** Residents are to report any clogged sinks using the on-line maintenance system and are not allowed to use chemical or store bought products to fix clogged sinks.

**SMOKE DETECTORS.** Smoke detectors should be operational at all times. Staff will perform routine checks to determine that all smoke detectors are functioning. Report all problems (beeping sounds, etc.) to the staff immediately so they can replace the battery or report the problem to maintenance for repair. Tampering with a smoke detector (detaching, removing batteries, unplugging, or covering up the smoke detector with an item) is a safety violation and is subject to a fine of \$250.00 plus the cost to replace damaged item(s). 2<sup>nd</sup> violations will result in an additional \$250.00 fine and termination of your housing contract.

**SMOKING.** Smoking is restricted in all University housing buildings. Smoking will not be allowed within the individual apartments or common public areas including laundry rooms, parking lots, walkways, breezeways. Smoking is limited to other outside areas of the complex. This will help to improve the physical appearance of the complex. Electronic cigarettes, hookahs and water pipes are not permitted. Violation of this policy will result in a fine of \$100.00.

**SOLICITATION.** Solicitation is the sale or the offer for sale of any property or service, whether for immediate or future delivery and the receipt of or request for any gift or contribution. This includes baby-sitting, door-to-door sales and distribution of sales catalogs. Solicitation is not allowed in apartment complexes at Sam Houston State University. Students and/or outside agencies are prohibited from using apartments or public areas for business purposes and solicitation. Exceptions may be granted by the Director of Residence Life. Please contact your AM or UPD immediately if someone is soliciting in the complex. See **CONCESSIONS.** *Rationale: Uncontrolled solicitation is an affront to many students. It is costly to the university in terms of maintenance and clean-up and it can create significant visual pollution. Guidelines for reducing these concerns have been established to ensure an orderly process and to provide a free atmosphere for the pursuit of education.*

**STATIONARY EXERCISE BICYCLES.** Stationary exercise bicycles are permitted in students' apartments. They are considered furniture, since they are not moveable and need not be placed against walls or room furnishings. They provide a means of quiet exercise.

**TELEPHONES.** Room phone lines are not provided. If you would like to arrange for one you must contact Sudden Link at 936-295-5733 and pay a monthly charge. Public phones are located in the breezeways for emergency use only.

**TELEVISION ANTENNAS/SATELLITE DISHES.** Television or radio antennas and satellite dishes may not be attached to or erected on or around the apartment. Satellite dishes may not be placed at Bearkat Village I and II.

**TOILET FACILITIES.** All toilets in the apartments are to be used for their intended purpose only. Students may not flush food, paper towels, sanitary hygiene products or any other foreign matter. Improper use of toilet facilities causes sewage blockage and creates damage. Students

will be assessed damage charges for repairs resulting from flushing items not intended to be put in toilets. The toilets installed at Bearkat Village are water conservation low volume toilets. Therefore, it is prudent to use a minimum amount of toilet paper products in order to avoid blockages.

**TOBACCO.** The use of tobacco (snuff, cigarettes, cigars, pipes, chewing tobacco, etc.) is prohibited in individual apartments, laundry rooms, offices, balconies and breezeways. Dip or “spit” cups or other sources of saliva and tobacco are also prohibited in all these areas. Electronic cigarettes, hookahs and water pipes are not permitted. Use of tobacco products will result in a \$100.00 fine for the first violation. Subsequent violations will result in an additional \$100.00 fine and disciplinary action which may include your housing contract being terminated. Possession of dip or “spit” cups will also result in disciplinary action. Residents are responsible for the actions of their guests. *Rationale: Banning tobacco products helps to establish a healthy and clean living environment in the residence halls by eliminating second hand smoke and bi-products of tobacco use (cigarette butts, dip/chewing residue).*

**TRAFFIC SIGNS.** Traffic signs, as well as state and city directional or informational signs, are not allowed in student apartments since possession of these items is illegal. These signs will be turned over to the University Police Department for possible criminal prosecution of the student(s) possessing them.

**TRASH.** Trash removal is the responsibility of the residents. All personal trash should be placed in the dumpsters provided in each apartment complex. Trash is not to be left on the front porch, balconies or breezeways of the apartment complexes. Students may be billed \$25.00 (each bag) for any bagged trash left in public areas. If there is excess trash on the ground surrounding the apartment, a charge (minimum of \$25.00) will be placed on the student’s account.

**VANDALISM.** Campus vandalism ends up costing you. Damage and theft raise educational costs - and students are often the ones who pay for those increases. Be alert for vandalism.

- ◆ Destruction of property can interrupt your learning and social life. Report any instances of vandalism to Residence Life staff immediately.
- ◆ Remember: destroying property is not very smart - it is illegal and costly.
- ◆ Students may be held accountable for any abnormal wear, damages, or cleaning in public areas of their apartment complex to include billing of damages or abnormal cleaning charges to all members of living unit groups. Residents will receive warnings in the form of apartment meetings and/or letters before billing will occur. The total amount of the damage/vandalism to date will be addressed at each warning. If those responsible come forward or information is given that leads to the identification of those responsible then the billing will be addressed with those individuals rather than the living unit group. Group billing charges may not be appealed.
- ◆ If necessary, students or groups of students may be relocated/reassigned to another area in residence life due to damages. Students may also be given the option to terminate their housing contract.

**UNIVERSITY'S RIGHT TO ACCESS.** Authorized personnel may enter the premises for the purpose of maintenance and safety checks or maintenance under reasonable and restrained conditions. In the event the resident can not be reached and access was gained during his/her absence, the University shall leave written notice on the premises describing the nature and exact time of access. University staff may also enter a resident's room/apartment under the following conditions:

1. Believes a policy is being violated.
2. Concern for a resident's safety.

**VISITATION.** Visitation of the opposite sex is allowed 24 hours a day. However, the University reserves the right to make disciplinary decisions that can affect visitation for a given apartment or resident if the rights of a particular roommate are not being respected. Visitation rights can be limited or removed. Please be respectful of your roommate's rights and privacy.

**WASHERS/DRYERS.** Installation of personal clothing washers, dryers and dishwashers are not allowed in individual apartments.

**WASHING CARS.** Housing facilities and/or utilities are not to be used for washing cars.

**WATERBEDS.** Waterbeds are not allowed.

**WINDOWS/WINDOW SCREENS.** Apartment windows are to remain closed when residents have the air conditioning/heater units turned on. Residents may open individual apartment windows as long as the air units have been turned off. Residents found to have open windows with their air units on will be subject to disciplinary action.

Window screens may not be removed. Removal of screens will result in the responsible student(s) being charged to have the screen re-hung. No articles may be thrown or hung from windows. *Rationale: Screens are not intended for frequent opening and closing. Removal results in damage to screens and sometimes to the fixture into which it fits. The possibility is great that items thrown out of windows will cause personal injury or property damage.* Residents may not sit on window sills or use windows as entrances/exits. Curtains, shades, etc. may only be hung from tension rods. No alteration to the walls or windows is allowed (drilling holes). Students who place items in windows that the University determines to be offensive and/or obscene will be asked to remove the items immediately and may be subject to disciplinary action. The University reserves the right to enter a student's apartment to remove items that are found offensive and/or obscene if the student is not present during the discovery. Foil or newspaper is not permitted in apartment windows unless a white backing is present and viewed from the outside of the building. Residents are responsible for any damage caused by the posting of items in windows (tape deposits, etc.).

**WEAPONS AND EXPLOSIVES.** The University has the responsibility for promoting the health, safety and welfare of students. State laws as well as institutional policies assist the University in accomplishing this. The State, as well as the University, has very firm policies on

the possession of weapons. Students living in the apartments are strictly prohibited from keeping any weapons, explosives and projectiles of any kind, in their apartments, including: guns (which include BB guns and air rifles), ammunition, bows, arrows, knives with blades of 5 1/2 inches or longer, "nun-chucks", sling shots and fireworks. Further, the Texas Penal Code provides that it is illegal for a person to possess a firearm, weapon, explosive, or illegal knife on the premises of an educational institution. This includes weapons stored in vehicles which are located on University property. An offense under this section is a felony of the third degree and is punishable by two to ten years imprisonment in the Texas Department of Criminal Justice and/or a fine of up to \$10,000. A student who violates this law will also be subject to disciplinary action by the Office of Student Life.

**WIRELESS ROUTERS.** Wireless routers are permitted, however, the owner is responsible for any traffic that passes through them.

### **BUILDING SPECIFIC INFORMATION - BEARKAT VILLAGE I AND II**

**ALTERATIONS.** Alterations, changes, repairs or remodeling of the premises and equipment are not permitted. Residents of Bearkat Village I and II may use small picture hanging kits to hang pictures to walls. However, be aware that holes of any kind made in the walls or other surfaces within the apartment with the use of nails, etc. will result in a damage charge

Outside structures, including storage facilities, may not be built or placed on the grounds. No alterations or additions may be made to the exterior of any building. Also, there is no painting allowed in the apartments.

**APARTMENT OR HALL TRANSFERS.** Apartment and hall transfers are allowed at certain times and dates throughout each semester. These times and dates will be posted in the public areas as well as the Residence Life Office. No moves are allowed during **"FREEZE PERIODS"**. Apartment transfers within Bearkat Village I and II may be requested and approved at the AM's office. Hall transfers to another area on campus must be requested and approved by the RM in charge of the area you want to move to. After your hall transfer is approved, you must make a check-in appointment with your new RM. Check-in appointments are made on the following business day from the day you pick up your transfer papers. All apartment changes/hall transfers must be completed within 48 hours (2 business days) of receiving your check-in appointment. If an approved transfer is not completed within 48 hours the student must adhere to the following policy:

1. If the student receives a clearance to move and fails to initiate any move within 48 hours (2 business days), the student's request will be automatically canceled.
2. If the student receives a clearance to move and checks out of the current apartment but fails to check in to the requested apartment or hall within 48 hours (2 business days), the student's request will be canceled and the student will be given two options:
  - a. If the requested apartment or hall space is still available after being canceled, the student may continue the move with a required fee of \$100.00;
  - b. Otherwise, the student must return to the Residence Life Office for reassignment.
3. If the student receives a clearance to move and checks into the new apartment or hall, but

does not complete the check-out of the previous apartment within 48 hours, any personal belongings remaining in the previous apartment/hall will be considered abandoned property and will be packed up by the staff, with a fee charged to the student (see ABANDONED PROPERTY). The apartment exterior door lock will also be re-cored, and the student will be charged for new keys.

**NOTE: THE 48 HOURS ALLOWED INCLUDES CHECKING OUT OF YOUR PREVIOUS APARTMENT AND CHECKING INTO THE REQUESTED APARTMENT OR HALL. MOVES MADE WITHOUT CLEARANCE FROM THE RESIDENCE LIFE OFFICE WILL RESULT IN A \$100.00 administrative fee and disciplinary action - (See UNAUTHORIZED APARTMENT CHANGES).**

**BUNK BEDS AND LOFTS.** Bearkat Village I and II are fully furnished and students will not be allowed to replace University-owned furniture with student-owned furniture due to lack of storage closets located at the complex. Lofts are not permitted.

**CHECK-OUT PROCEDURES.** If the student resigns or is suspended from the University, the monthly rent will be refunded based on the above guidelines. **Failure to check out in accordance with specific instructions issued by the AM will result in added expenses and inconvenience for you.**

The following charges may be assessed for improper check-out:

Failure to schedule a check out day with AM	\$50.00
Failure to be ready on check out day	\$50.00
Failure to complete check out items	\$50.00
Failure to return apartment key	\$75.00
Failure to return mailbox key	\$10.00

**The following items should be completed prior to checking out of your apartment. Failure to complete these items may result in charges being assessed.**

- \*Remove all of your belongings from the apartment and breezeway.
- \*Clean your apartment thoroughly, giving special attention to the following:
  - \*Remove all posters, stickers, tape, etc. from the walls and doors.
  - \*Remove all trash from the apartment and take it to the dumpster.
  - \*Clean all soiled spots on the walls and ceilings.
  - \*Sweep, vacuum, and/or mop the floors
  - \*Clean the window blinds on both sides and leave them down and closed.
  - \*Clean the bathroom and kitchen fixtures (including stove, refrigerator, and freezer) and mop the floors. Turn off all water. Remove residue from shower curtain by using a damp sponge and disinfectant. Do not wash in washing machine.
  - \*Leave the thermostat on low heat (winter) or low cool (spring/summer).
  - \*Report any maintenance items that need to be fixed.
  - \*Sign this form.

\*Bring your keys and this form when you meet your AM at your scheduled checkout time.

**ELIGIBILITY FOR RESIDENCY.** All residents in Bearkat Village I and II must be enrolled at Sam Houston State University during the term of their occupancy, except for summer sessions, the resident needs to be pre-registered in Fall and living on campus. Apartments are rented on a double occupancy basis and students are expected to share the apartment with the assigned roommate. Apartment space may not be sub-leased under any condition.

Termination, change in family status, failure to enroll, resignation or suspension from Sam Houston State University shall immediately cancel this lease without advance notice. Residents must remain eligible to reside in Bearkat Village I and II Apartments or vacate the apartment.

**FIRE PROCEDURES.** Each apartment contains smoke detectors. **When the alarm sounds, you must evacuate your apartment immediately, whether or not there is an actual fire.** Do not return to your apartment until authorized by residence life staff members or UPD. Failure to evacuate your apartment when the alarm sounds will result in a fine of \$50.00 being assessed.

If there is an actual fire in your apartment, please activate the pull station in the breezeway when you exit and call UPD at extension 41000. This will alert other residents in the building of a fire.

The smoke detectors in the apartments are wired directly into an electrical source, meaning they do not operate on batteries. Do not attempt to dismantle the detectors in any way. Tampering with fire safety equipment will result in a \$250.00 fine being assessed plus damage charges.

**MANDATORY APARTMENT MEETINGS.** Residents of Bearkat Village I and II will be required to attend one mandatory apartment meeting at the beginning of each long semester.

**PARKING.** Bearkat Village I and II residents are issued BLUE parking permits. Parking Permits can be purchased at the University Police Department. Residents must display the BLUE parking permit on the windshield of their vehicle to be eligible to park at Bearkat Village I and II Apartments.

Call the University Police Department at 4-1794 for current prices on permits.

Parking permits issued are valid for one full academic year, from August 15 until the following August 15.

**PRIVATE APARTMENTS.** Private apartment requests are not allowed.

**RENTAL PROCEDURES.** Rental rates are as published in the current rate schedule and residence life brochure. When check-in occurs between the 1st and 15th of a month, the rent from check-in day through the remainder of the month must be paid in advance. When check-in occurs after the 15th of a month, the prorated rent for that month, plus the following month's rent must be paid in advance. Monthly statements will not be sent. Each month's rent is due on the

first day of the respective month. **Rental charges will be paid in each individual resident's name.** Monthly statements will not be sent. Each month's rent is due on the first day of the respective month. **If rent is not paid by the 5th of the month, an additional late charge of \$10.00 will be assessed.** Each resident is responsible for paying the established monthly rental fee until this lease is terminated. Payments may be mailed, or paid in person, to the Cashier's Office, P.O. Box 2273, Sam Houston State University, Huntsville, Texas 77341 or in person at the Residence Life Office. **Accounts thirty days overdue will terminate the contract and the apartment must be vacated immediately.** Failure to meet financial obligations to the University may result in the following non-inclusive sanctions: dismissal from the University, withholding future registration privileges, withholding the issuance of grades or an official transcript, withholding the conferring of a degree, barring re-admission and/or turning past-due accounts over to the credit bureau.

The University shall have the right to increase rental rates at the beginning of any semester as circumstances warrant, by giving the resident at least sixty days advance written notice of the increased rental rates, in which the resident may elect to remain in the apartment and terminate the lease as of the effective date of the increase. If you elect to vacate and terminate, notice must be given to the University at least thirty days prior to the date the new rate becomes effective and you must vacate the premises no later than the effective date of the increase.

**RESIGNATIONS.** Students who resign during the academic year are required to check out within 48 hours of resignation. Students who do not properly check out with their hall staff will be assessed an improper check-out fee of \$50.00. If the student resigns or is suspended from the University, the monthly rent will be refunded based on the above guidelines.

**ROOMMATES.** Apartments are rented on a double occupancy basis and students are expected to share the apartment with the assigned roommate. Apartment space may not be sub-leased under any condition.

**SINGLE OCCUPANCY OF A DOUBLE APARTMENT.** If a resident is occupying an apartment without a roommate, the resident must:

1. Keep the unoccupied bedroom empty and the rest of the apartment in such a condition that would allow someone to move into the apartment on short notice. Any resident found using the other bedroom will be documented and required to remove their belongings from the other bedroom immediately. The University reserves the right to periodically inspect half-filled apartments.
2. Display an attitude of cooperation and acceptance toward any resident who may examine the apartment prior to considering occupancy.
3. Agree that the apartment may be shown to prospective occupants without prior notification and in his/her absence.
4. Agree to accept a roommate assigned by the Department of Residence Life.

**UNAUTHORIZED APARTMENT CHANGES.** All apartment or hall transfers should be completed in full compliance with apartment or hall transfer policy. This also includes the unauthorized use of an empty apartment. Any student who moves from his/her assigned

apartment without **express written consent** of the AM and/or the Department of Residence Life will be charged an administrative fee of \$100.00 and will be subject to disciplinary action. It will be the decision of the AM and/or the Department of Residence Life to approve or disapprove any resident staying in the unauthorized apartment. The resident, in most circumstances, will have to move back to the originally assigned apartment. The apartment or hall transfer policy was developed to help promote the safety and security of the residents by allowing University officials to know exactly where students are residing.

### **PHILOSOPHY CONCERNING DIVERSITY:**

The students that live in our residence facilities and all those who attend Sam Houston State University come from diverse backgrounds and social groups. Therefore, we encourage acceptance and appreciation of individuals regardless of race, gender, age, ethnicity, physical characteristics, sexual orientation, gender preference, socioeconomic status, or religious affiliation.

All residents should feel that they are a welcomed and accepted part of their living environment. They should feel free to live in this environment without harassment and intimidation. All of our residents have something to contribute to their living environment and should be treated with dignity and respect. In a community that values diversity, acts of bigotry cannot and will not be tolerated.

The Department of Residence Life is committed to the idea that all residents will be afforded the same respect regardless of race, gender, age, ethnicity, physical characteristics, sexual orientation, gender preference, socioeconomic status, or religious affiliation by all members of this department and all residents of University housing. The Department of Residence Life believes all students should feel free to live without harassment. Any student found harassing others will be in violation of department policy.

Any student who resides in a University residence facility and feels that their rights have been violated in regard to this policy should follow the following procedures to report the incident:

1. Any incident that involves another student should be reported immediately to a RA/AM.
2. Any incident that involves a RA should be reported immediately to the AM, or the Area Coordinator for that area. The Area Coordinator is located in the Residence Life Office.
3. Any incident illegal in nature such as assault should be reported to the University Police Department.
4. Any incident may also be reported to the Dean of Students' Office, located in the Lowman Student Center.
5. Students may also seek legal advice from the Students' Legal Advisor.

### **STUDENT DISCIPLINE SYSTEM:**

All students are required to abide by the Student Code of Conduct, Residence Hall Handbook and the Apartment Handbook. In a community of learning, willful disruption of the educational

environment, destruction of property, and interference with the orderly process of the university or with the rights of other members of the University **will not be tolerated**.

In an effort to maintain an environment compatible with the university's function as an educational institution, AM's have been granted authority to impose the following sanctions:

- \* Verbal or written warning (reprimand)
- \* Educational sanction (project assignment)
- \* Reassignment within the complex
- \* Restriction from an area within the complex
- \* Suspension of all rights and privileges

At any time, the AM may refer a discipline case to the Discipline Coordinator or his/her designee. The Discipline Coordinator or his/her designee may impose any of the following sanctions:

- \* Verbal or written warning (reprimand)
- \* Educational sanction (project assignment)
- \* Reassignment within housing facilities
- \* Area restriction
- \* Suspension of apartment rights and privileges
- \* Restitution
- \* Housing contract termination
- \* Block from future housing
- \* Refer to the Office of Student Life for additional disciplinary action

At any time the Discipline Coordinator or his/her designee may refer a discipline case to the Dean of Students Office.

The appeal process grants any party with a grievance the right to be heard. The appeal process is as follows:

- \* The AM's sanction may be appealed to the Discipline Coordinator or his/her designee.
- \* The Discipline Coordinator's sanction or that of his/her designee may be appealed to the Director of Residence Life. The Director's decision is final.
- \* Appeals must be submitted in writing to the Residence Life Office within 24 hours.