



11. You are under 21 and you are in another student's apartment where alcohol is being consumed, is prohibited.
  12. Empty alcohol containers in a residence hall room or general area is prohibited.
  13. Empty alcohol containers in an apartment where the resident(s) are minors reside are prohibited.
2. Enforcements
    1. All reports of incidents involving alcohol will be forwarded to the Vice President for Student Affairs Office.
    2. The Vice President for Student Affairs or his/her designee, and the Assistant Director of University Housing, will be responsible for the following:
      1. Determine if an incident reported constitutes a violation of the University alcohol policy.
      2. Record and track all students involved with alcohol violations.
      3. Notify the criminal justice system, when warranted, of behavior of an individual involved in an incident.
      4. Enforce all sanctions as described.
3. Sanctions
    1. Minimum Sanctions: The sanctions described are minimum sanctions and do not limit the disciplinary power of the University in any matter involving code of conduct violations.
    2. Infractions and Mandatory Sanctions
      1. First infraction in the Academic Year. Student must attend an alcohol education class and may be placed on Housing disciplinary warning or probation.
      2. (2) Second Infraction in the Academic Year without injury or conduct likely to lead to injury. Student may be placed on Housing warning or disciplinary probation, and at the student's expense, must submit to a substance abuse evaluation administered by a qualified recognized authority. The student will provide the evaluation results or authorize the release of the evaluation to the Assistant Director of Housing and/or Vice President for Student Affairs Office.
      3. (3) Third Infraction in the Academic Year with injury or conduct likely to lead to injury. Student may be placed on disciplinary probation or eviction

1. Complete and send in a Housing Application
2. After an offer of an apartment and acceptance of that offer, sign and send in an Apartment License Agreement with payment of a \$150.00 deposit
3. Once an Apartment License Agreement has been processed you will be contacted by a Building Manager to set up a check-in date and time. The date of your check-in will depend on the availability of units. Your exact apartment assignment may not be determined until the day you check-in.
4. At check-in complete an inventory form indicating the condition of your apartment along with your Building Manager. The form will be provided at check-in.

#### To Check-Out:

1. Complete a [Notice To Vacate](#) form 30 days prior to vacating your apartment (available at the University Housing office)
2. Contact your Building Manager to set up the check-out time.
3. Apartment Terms and Conditions: Termination by the Student- Before Occupancy: Students are required to give the Director of University Housing written notification if cancellation becomes necessary. A letter of cancellation sent by any of the following forms of communication constitutes written notification: 1) in person at the University Housing Office; 2) by U.S. Postal Service or other mail carriers; 3) by email to [reslife@isu.edu](mailto:reslife@isu.edu); 4) by fax at (208) 282-3786. Termination of this agreement by the student prior to occupancy will result in the following account adjustments if proper notification is received in the University Housing Office by the dates specified:
  1. Cancellation of this agreement more than 90 days before the expected check-in will result in a full refund of the housing deposit.
  2. Cancellation of this agreement between 45 and 90 days before the expected check-in will result in a refund of half of the housing deposit.
  3. Cancellation of this agreement less than 45 days before the expected check-in will result in a forfeiture of the entire deposit.
  4. Failure to set up a check-in time will result in loss of deposit after first day of classes and cancellation of agreement.

Termination by the Student- After Occupancy: All license agreement cancellations must be received in writing at the University Housing Office. With a sufficient 30-day [Notice To Vacate](#), the \$150 housing deposit will be refunded, following an official checkout by a designated housing staff member. Without a 30-day notice, the housing deposit will be forfeited. Please note all deposits may take a minimum of two weeks to be refunded.

The rent will be prorated to a daily charge at an equation of 1/30 per month. Any refunds of housing charges or the housing deposit are subject to any other outstanding housing and/or University charges.

A student is officially checked into an apartment once they have accepted a key to the apartment. After check-in, the student is fully obligated and responsible to pay for their apartment according to this agreement regardless of usage. An official check out must be performed by a qualified

housing official and the relinquishment of any keys to the assigned apartment. Students are also required to turn in their housing parking pass when they check out.

Termination by the University: Upon reasonable notice and for good cause, the University reserves the right to terminate the Apartment License Agreement for failure of the student to abide thereby. Examples of good cause are failure to make payment of charges by the agreement, a student not in good standing with the University, who has demonstrated an unwillingness to abide by housing rules and regulations (also subject to disciplinary action by the University), or who exhibits behavior which is incompatible with the maintenance of order and propriety in the apartment. Reasonable notice of termination will normally be seventy-two (72) hours. It is expressly understood and agreed upon by the parties of this agreement that: 1) charges or damages which are expected as a result of a breach of this agreement are uncertain in amount; 2) should it be necessary for the University to utilize legal proceedings to recover possession of the student's apartment or to enforce any terms of this agreement including the recovery of damages or charges, the student agrees to pay all applicable attorney's fees, collection costs, and all related expenses incurred by the University; 3) the University assumes no liability except as specifically by law. The student will be responsible for all damages by the student and their guests and will be charged for the repair, replacement, or treatment of all property or person so damaged. The University shall not be liable for damages to persons or property, which is beyond the control of the University. This includes, but is not limited to: failure of electrical power, plumbing, water, or presence of snow, steam or the occurrence of leakage, explosion, fire, smoke, acts of God, law or government action, or any rule or regulation of any government agency.

Guests and Dependents: No part of the Apartment License Agreement is transferable to any other

Idaho State University has the authority to determine occupancy levels for all apartment units. Students should note that assignment of space is reserved on a first come, first served basis. Subject to availability, University Housing will assign accommodations according to student preferences. University Housing reserves the right to assign or reassign space for the benefits of an individual student, the living unit, or for the University. Should special considerations be necessary, prior arrangements must be made through the University Housing Office. Additional charges may be assessed. The University is committed to Federal and State laws prohibiting discriminating practices because of age, race, religion, color, national origin, gender, or disability.

Financial Policy: Payment deadlines are entirely the responsibility of the student regardless of whether the student has received a current billing statement, or whether the bill is paid by

**Appeals:** Although the residence hall contract is for both fall and spring semesters, a resident with special circumstances may submit an appeal requesting to be released from the contract. Appeals may also be submitted requesting to have no meal plan, or to have a meal plan that is not usually available to the student (e.g. a freshman requesting a junior meal plan). Appeal forms are available at the Housing Office.

**Assault:**







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**Harassment:** University Housing will not tolerate verbal, physical, or sexual harassment. This includes direct or indirect comments, or other communications that may be intimidating, coercive, or abusive to another person.

**Hazing:** Activities that endanger the mental or physical well being, or safety of other residents is strictly prohibited.

**Heaters:** No heating units and appliances with open coils allowed.

**Holiday Decorations:** Live Christmas trees are not allowed in the residence halls or apartments.

All electrical decorations must be UL approved. When decorating entrance doors to either a residence hall room or an apartment, paper wrapping must not exceed beyond the doorframe. Decorating in public areas must be pre-approved by the Residence Director, or Building Manager. Spray snow is only allowed on windows. No candle burning allowed. Any damage resulting from the use of nails or the removal of adhesives when removing decorations, will be the responsibility of the resident.

## **I**

**Improper Check Out:** A forfeiture of a student's housing deposit can occur when a student fails to:

1. give a 30 day notice of intent to vacate if living in an apartment
2. check out with a university housing staff member (i.e. Resident Assistant, Building Manager)

Any damage and cleaning charges incurred are in addition to a forfeiture of deposit. Questions about how to check out of your room or apartment call your Resident Assistant, Building Manager, or the central housing office (X2120)

## **J**

**Judicial Housing Process:**

1. A report is filed within 24 hours of the incident by either a Housing staff member, resident, and or Public Safety.
2. Assistant Director of Housing or his/her designee reviews the report and contacts resident for a meeting.
3. Resident meets with the Assistant Director of Housing or his/her designee within three business days of contact and a decision is reached.
4. If the resident does not agree with an action (i.e. housing warning) rendered by the Assistant Director of Housing or his/her designee, or with the procedure, he/she may appeal to the Director of University Housing, or his/her designee within three business days of the decision. The Director of University Housing, or his/her designee will meet with the resident and a final decision will be made.

5. Sanctions that can occur include, but not limited to are:
  1. Written warning
  2. Online workshop
  3. Written report
  4. Restitution (charges)
  5. Community service
  6. Probation-Any further violation may result in eviction.
  7. Eviction-determined only by the Director of University Housing
6. Severity of incident can change the level at which the incident will be addressed.
7. If the resident does not agree with an action (i.e. an eviction) rendered by the Director of University Housing, or with the procedure, he/she may appeal to the Vice President for Student Affairs, or his/her designee, in writing, within three (3) working days. The V.P. for Student Affairs, or his/her designee, may determine to uphold, overturn, or arrive at a substitute sanction. At this point, the appeals process has ended and the resident must comply with the findings.

## **K**

**Keys:** Duplicating a university Housing key or any other ISU key is strictly prohibited. A \$50.00 charge will be added to the residents housing bill for a lock change and replacement keys. There is a \$15.00 charge for a replacement mail or storage room key. A key is considered lost when a resident reports it lost or stolen, has been missing for a one-week period, or not returned at checkout. If you temporarily misplace your key, or locked yourself out of your residence hall room or apartment, see your Building Manager or go to a residence hall front desk and check out a loaner key. All keys must be returned at checkout to avoid a \$50.00 re-key charge.

**Keying in:** The university makes every effort to respect a student's right to privacy. However, university staff may enter your unit without notice under the following conditions:

- For emergency situations (i.e. personal safety and well-being, etc.)
- To provide maintenance, service, repairs, improvements, to make inspections, or for any other legitimate purpose.
- When there is a violation of housing or university policy, state or federal law.

## **M**

**Mail Delivery:** Mail is delivered Monday-Saturday to all Residence Halls and Apartments. Resident's mailboxes can be located near the front desk of each hall and in a designated mailroom for each apartment complex. Some smaller packages can be delivered directly to apartment mailboxes. Larger sized packages and other service company (i.e. UPS) packages may have to be picked up at the ISU mailroom, located in the Student Union. All deliveries that require pick up at the ISU mailroom will have a package slip put in the resident's mailbox indicating where to pick up the package.

**Maintenance Requests:** A Maintenance Service Card will be left by the maintenance personnel

treated together. Residents cannot opt out of spraying once it is determined necessary. For safety sake, residents must remove themselves from their apartment or room for several hours after treatment.

Residents should report any physical conditions in your apartment, room, or commons areas that might cause an insect problem immediately to university housing staff by filling out a maintenance report, or call the Housing maintenance number (X5084). Report any concerns or problems that may still exist after spraying has occurred. To find out what steps you can take to help minimize pest problems in your room or apartment consult your Building Manager or Residence Director.

**Pets:** No pets are allowed, except for fish and special ADA certified care animals. Aquariums that are balanced and are 20-gallons or less in size are permitted. Pets of guests who are visiting are also not allowed. Violation of the Pet Policy may result in a fine to the resident. A resident may not provide food or shelter for any animal, including strays. Any excessive messes created by care animals may involve additional charges for cleaning and sterilization.

**Property/Personal Liability:** The University shall not be liable for damages to persons or property, which is beyond the control of the university. This includes, but is not limited to failure of electrical power, plumbing, water, or presence of snow, steam or the occurrence of leakage, explosion, fire, smoke, acts of God, law or government action, or any rule or regulation of any government agency. The student is responsible for any loss, damage, repair, or replacement of the furniture and/or to the building that is beyond normal wear and tear during (the) occupancy of their room/apartment. Any personal loss or damage of a students' personal property is their individual responsibility. Housing encourages students to have their own personal property insurance.

## Q

**Quiet Hours/Courtesy Hours:** Quiet hours are determined with a floor charter within the Residence Halls. Residence halls and apartments have 24-hour courtesy hours. Violations may result in disciplinary action.

## R

### **Residence Hall & Dining License Agreement Terms and Conditions:**

**I. CONDITIONS AND TERMS OF THIS LICENSE AGREEMENT** The above named student who is or will be enrolled in a Idaho State University certificate or degree seeking program registered for at least 6 academic credits, (the "Student") and Idaho State University (the "University Housing Department") hereby enter into this Residence Hall and Dining License Agreement ("Agreement") in accordance with the terms and conditions set forth herein.

Upon acceptance of this Agreement by the University Housing Department, **it is legally binding on the University Housing Department and the Student.** The Student must abide by the terms

and conditions of the Agreement including, but not limited to, the obligation to pay all amounts due for the **full Agreement term**.

**The residence hall schedule of rates, all Idaho State University policies and procedures and the University Housing Standards of Residence are incorporated herein and made a part of this Agreement by reference.**

Acceptance of this Agreement does not constitute or guarantee admission to Idaho State University. Assignment to on-campus Housing and liability for any amounts due hereunder except the application fee are conditional upon final acceptance for admission by the University. **Note:** Application for admissions to the University and application for Residence Hall accommodations are separate transactions acted upon separately by the University.

**Acceptance of this Agreement does not guarantee that the Student will be assigned to on-campus University Housing.** Qualified students for whom space is not available will be placed on a waiting list and notified of this status. A student who is not assigned to on-campus University Housing will not be liable for any amounts due hereunder except the application fee.

**This Agreement is for the above named Student only and may not be assigned to another party.**

## **II. DURATION OF THE AGREEMENT**

**A. FULL ACADEMIC YEAR-** The terms and conditions of this Agreement are for the **full academic year (August-May)**







- Not returning to the University as a student
- Married during the Agreement year.

**A. OFFICIAL CHECK OUT** The Student is not officially checked out of the residence hall until all of the following occur: (1) proper notification paperwork, (2) all personal property has been removed from the room, (3) the room has been cleaned, and (4) the proper check-out records have been signed and all keys have been turned into a University Housing Department official. **The Student is liable for all University Housing and dining charges, regardless of occupancy, until the day the Student properly checks out with an official of the University Housing Department.**

**B. ROOM CHARGES AND/OR REFUNDS** Room charges will be assessed and student is liable for all charges upon checking into residence hall room and acceptance of room key. Refunds of room charges, upon receipt of appropriately approved withdrawal notice for any reason other than disciplinary action, will be based on the following schedule.

Students who have been assigned to a room and **fail to notify the University Housing Department** prior to the official opening of the residence halls shall be assessed all charge and forfeiture of deposit.

1. If the student is enrolled in an orientation program, class, sports activity or any other University sponsored program that requires the student to check into the residence halls before the first day of the semester, additional University Housing charges are assessed for the dates outside of the Agreement.
2. If Student is given permission to check in prior to the official opening, and cancels prior to official opening, the Student agrees to pay 25% of the total room and board costs, and forfeiture of deposit.
3. If the Student is given permission by the



## **Residence Hall Check-In & Out Procedures:**

### **To Check-In:**

1. Complete and send in a [Housing Application/License Agreement form](#) with \$150.00 deposit.
2. Once a Residence Life Agreement is signed and the deposit is processed the student will be able to check-into their assigned hall and room.
3. The student will need to complete and sign the room inventory report along with a Resident Assistant staff member. This inventory records the contents and condition of the room and will be used at checkout to assess damage charges. If there are existing damages of any kind that are not recorded on the inventory form, the student should record those damages on the form so that they will not be charged for prethatR-or pre

**Ridge Crest Commons:** The Ridge Crest Commons is available to Ridge Crest residents on a reservation basis. All other housing residents must reserve the Commons and obtain permission from the RidgeCrest Building Manager to use the facility. Priority will be given to residents of the RidgeCrest apartments. All events must have sufficient University Housing staff supervision.

**Room and Roommate Changes:** Room changes may begin two weeks after the halls open. Your Residence Director must authorize all room and roommate changes in writing. Unauthorized changes may result in disciplinary action, room reversal, and a charge of \$50 for an improper checkout. After the semester break, you may fall into one of the following situations at any time:

1. Your roommate moves out or checks out of your room.
  1. You may find a new roommate. Inform your Residence Director.
  2. You will have a new roommate assigned to you. You must keep all of your property on your side of the room. This includes posters and other decorations. If you do not, it may be moved and charged at your expense.
  3. You can apply for a private room at an additional cost.
2. You may want to change rooms or roommates. This requires written permission from the Residence Director.

## S

**Sales and Solicitations:** In the process of promoting "a greater living environment" and of maintaining the best interests of ISU Housing residents, solicitation of any nature in the ISU residence halls and apartment complexes must follow the guidelines as outlined below.

1. Business, Sales, and Non-Commercial
  1. Door-to-door solicitation for sales, business, or non-commercial organizations is prohibited in the residence halls and apartment complexes. Agents may visit or conduct business with residents in the privacy of an assigned room or apartment of such facilities upon invitation of the resident.
  2. A business, sales, or non-commercial organization, at the discretion of the Director of University Housing, may rent space in a public area in a residence hall or apartment complex.
2. Political Campaigning
  1. Door-to-door campaigning for ASISU, local, state and national office is allowed in the residence halls and apartment complexes. The hours for door-to-door campaigning are from 10:00 am to 9:00 pm.
  2. Residents are allowed to post campaign posters on their doors and windows as long as they are not permanently affixed and do no damage to such facilities. Candidates cannot post campaign materials on a resident's door or window without the resident's permission.
  - 3.

4. Campaign posters, fliers, or other literature may be posted on designated bulletin boards in residence halls and apartments.
  5. Public areas may be reserved for informational tables and individual candidate forums through the Director of University Housing. Residence hall floor lounges and TV lounges may not be used for these purposes.
  6. Harassment of residents, trespassing, or violation of any law, ordinance, or other university regulation is prohibited.
3. Student Organization Recruitment
    1. Recognized ISU student

**Vandalism:** Destruction or defacing of University Housing property and other personal property is prohibited.

(Revised 06/06/07)

## **Service, Therapy, and Companion Animals**

The University enforces a no-pets policy in its residence halls and University-owned apartments, subject to any exception required under applicable law to accept any service animal. At its sole discretion on a case-by-case basis such as for therapy or companion purposes, the University also may permit any animal for which state or federal civil rights law does not create an exception.

Under its student conduct code and any applicable law, the University reserves a right to enforce any relevant rule that governs use of any service, therapy, or companion animal. The University retains discretion to deny any retroactive request for any service, therapy, or companion animal.

The ADA Center has primary authority at the University to determine whether any student or household member has a privilege to house any service, therapy, or companion animal. If the ADA Center has granted approval with respect to the animal, then the student or household member must ensure that any appropriate paperwork is completed with each of the ADA and the University Housing Office. That individual also must notify both the Housing office and the ADA Center substantially before any date that the service, therapy or companion animal first arrives to any ISU Housing facility.

That above student or household member retains a duty either to comply with each local, state, or federal requirement for any service animal, or to comp

University Apartment fulfills any federal or local law's service animal exception criteria. The University considers these exception criteria to mean that the animal must be trained specifically to perform a service tailored to compensate for the individual's disability.

Examples of applicable service animals include, without limitation: a dog guide for a blind/vision-impaired person, a hearing dog for a deaf/hearing-impaired person, or a service animal for a person having a seizure disorder or any other physical disability. Under applicable law, a service animal or service dog is exempt from any no-pet restriction.

## **Therapy and Companion Animals**

### **Helpful Definitions**

- A "companion animal" is an animal that the ADA Center determines to be necessary for a person with a disability to participate in University programs.
- A "DSM" diagnosis is a clinical assessment based on any then-current Diagnostic and Statistical Manual of Mental Disorders.
- A "therapy animal" is an animal owned by a therapist who uses the animal as a therapy component for a person with a disability.
- A "licensed practitioner" is any person who the State Idaho or other generally-recognized authority then-currently has certified to make a DSM diagnosis.
- The ADA Center determines a companion animal "necessary" upon confirming that a person with a disability may experience discrimination based solely on disability if the animal does not live with the student in a Residence Hall or University Apartment.

State and federal laws do not provide any public accommodation exception to any "no pets" policy with respect to therapy and companion animals. The ADA Center requires the above individual to provide written clinical support including - without limitation - a DSM diagnosis from a licensed practitioner before determining whether to permit any on-campus use of any therapy or companion animal.

The University further assesses any request for any therapy or companion animal in University housing with respect to its reasonable accommodation standards, as currently outlined in the ADA Center's web page.

The ADA Center welcomes any student or the student's diagnostician/therapist to provide additional information that explains whether a therapy or companion animal is necessary to avoid discrimination. However, the ADA Center reserves a right to deny any applicable request that is not supported by the above clinically supported evidence that the animal is necessary.

If the ADA Center determines that a requested animal is not a necessary companion animal, then the University will enforce its "No Pets" policy relative to that animal.

## **ISU HOUSING PAYMENT POLICY**



## **Residence Halls**

Residence hall and meal plan payments are due by the close of business (4:30 pm) on the last weekday before classes start, unless the resident is paying through ISU's installment loan program. For students not using the installment loan program a \$50 late fee is assessed on amounts not paid by Monday of the first week of classes. Another \$50 late fee is assessed if fees are not paid by the tenth day of class. Late fees will only be waived upon approval of the Director of Housing.

During the second week of the semester no-shows and meal plans will be processed and charges will be adjusted accordingly.

Payment plans may be accepted, but only when all awarded financial aid has been exhausted, including Pell grants, scholarships, subsidized loans, unsubsidized loans, Parent Plus loans, etc.

If the meal plan is not paid in full, and the student is not using an ISU installment loan, the meal plan will be deactivated until paid in full. The full meal plan price must be paid whether the meal plan is active or inactive.

If housing and/or meal plan charges are not paid in full by the time they are due, and no payment arrangements have been made, action may be taken up to and including eviction.

For information about setting up a payment plan (installment loan) with the University, see the section titled "Student Financial Services" at the [Finance & Administration homepage](#).

## **Apartments**

Rent is due on the first day of each month. Unpaid rent will be assessed a fee of \$25.00 on the sixth day of each month and \$25.00 each week until paid.

Any resident receiving financial aid who has been past