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UNIVERSITY HOUSING CONTRACT

The University provides room and board accommodations without regard to race, age, sex, religion, creed or national origin.

ELIGIBILITY

To be eligible for residence, a student must be enrolled at the University as an undergraduate degree candidate (unless the Director of Residence Life or designee grants special exception). Preference will be given to full time undergraduate students. Exceptions for graduate students may be made at the discretion of the Director of Residence life or designee. All entering freshmen students are required to have a roommate during their first year at the University. All freshmen and transfer students are required to live on -campus. Student seeking exemption to the requirement to live on campus must complete the New Student on Campus Exemption Request (see **New Student on Campus Exemption Request**). Student eligibility will be reviewed at the beginning of each semester. A limited amount of spaces suited for individuals who require accommodations are available.

Contract Terms and Conditions:

This contract is for a space in the University Housing system, and covers the entire:

- Academic year (both Fall and Spring semesters), or any portion of the contract remaining at the time this contract is signed.
- Spring semester only or any portion of the contract remaining at the time this contract is signed.

Residing in University traditional residence halls and the Student Apartments requires participation in the University's residential dining program (14 or 19 meal plan). Students who live in the Clusters, Hawks Landing, Hawk Run, and Hawk Plaza are not required to

participate in the University's residential dining program.

The student will be charged a \$500 break of contract fee if the student does not occupy the assigned space and has not cancelled this contract in writing. The summer and winter terms is not included in this contract.

The online Residence Hall Contract is adopted and incorporated as if fully set forth herein.

Before you obligate yourself to the terms and conditions, carefully read and understand this **Contract**.

If you have any questions about the interpretation of this **Agreement**, please contact the **Office of Residence Life (ORL)** at **(410) 651-6141** or **(410) 651-6144** for clarification before signing.

YOUR UNIVERSITY HOUSING CONTRACT INCLUDES:

- Room (including utilities, desk, dresser, bed, chair)
- Wireless Internet Access
- Free Laundry Service

ROOM FURNITURE

Furniture in rooms may not be removed or stored.

IF YOU ARE UNDER AGE 18 WHEN YOU COMPLETE YOUR CONTRACT:

A parent or guardian must co-sign as a guarantor. By affixing his/her signature as a co-signer and guarantor, the parent or guardian acknowledges responsibility for payment of room, meal plan, and other fees under the conditions of this contract should the student default on payment. The contract will be sent via email to the person listed on the application as parent/guardian.

STUDENTS REQUESTING ACCOMMODATIONS

Residence Life is committed to providing accommodations to students with disabilities in the residence halls. Students who require reasonable accommodations must have an accommodation approval issued by Student Accessibility Services. In order to ensure that appropriate arrangements can be made, students with disabilities who need reasonable accommodation in the residence halls must contact the Student Accessibilities Services (SAS) at **410-651-6135** by June 1 (for the fall semester) or November 1 (for spring semester).

EMOTIONAL SUPPORT ANIMALS

Students who seek approval to have emotional support animals on campus must have approval through the Student Accessibilities Services Office (SAS) before bringing the animal to campus. Student must contact the SAS at 410-651-6135 for additional guidance. Students who bring an animal without approval are subject to a \$1000 penalty fee and a referral to the Office of Conduct and Community Standards. Students with multiple violations will have their housing contract revoked.

DISTRIBUTION OF INFORMATION

Residents are responsible for compliance to all notices distributed individually or in mass beneath room doors, posted in public areas, made available via computer, aired over TV/Radio Stations and in other areas of public access. New policies may be articulated in this manner, which do not require the student's signature as a means to expect compliance. All students must check their University issued email daily so they can remain updated on campus news and policies. The student agrees to keep the Office of the Registrar and the Office of Residence Life (ORL) informed of his/her current forwarding address.

CONTRACTING

Acceptance of this offer for University housing is by completing and electronically signing the **Residential Community Contract** on Hawkville and paying the room reservation fee via credit

card. The room reservation fee represents a down payment, which will reserve a space in the residence hall and will be applied against the room fee. The deposit is **non-refundable**. Students who cancel their housing contract after July 1 will be subject to a \$500 breach of contract fee. By signing the **Contract**, the student (and his/her parents where applicable) agrees to accept and abide by all of the terms and conditions of the **Contract**.

New students are provided with housing information through the UMES Office of Admissions upon acceptance. New students must first activate their UMES account in order to gain access to the online reservation system (Hawkville) where they can complete a housing contract and pay the required room reservation fee. The housing deposit is non-refundable. If a returning student did not reside in the residence hall during the fall semester, he/she is required to pay a room reservation fee in the spring and sign a contract. The Room Reservation fee shall be announced via email and flyers will be distributed to all current students.

In some cases, students are not required to pay room reservation fees. However, these students must still sign a contract. Additionally, all students residing in University issued housing must abide by the terms outlined in this contract booklet.

Once the deposit is received and/or the contract has been signed, the **Contract** is binding and the student must **Request a Release from Housing** for the particular agreement period (see **Request a Release from Housing**). Note: the housing deposit is non-refundable and a \$500 breach of contract fee will be applied to the student account if a student cancels after July 1.

In addition to conditions and terms noted within this **Contract**, the resident is also subject to responsibilities and processes set forth in the **Code of Student Conduct, Undergraduate/Graduate Catalog, Schedules of Classes, The Residence Hall Contract and**

Handbook, and other relevant University documents.

HOUSING STYLES

RESIDENCE HALLS (WICOMICO, COURT PLAZA, PLAZA, MURPHY HALL, MURPHY ANNEX)

All halls are gender specific except Murphy Complex. Floors in the traditional residence halls are designated all female or male. All residents in a suite-style unit will be of the same biological gender. Room assignments are based on biological gender.

SUITE-STYLE (UNIVERSITY TERRACE, CLUSTERS, HAWKS LANDING, STUDENT APARTMENTS, HAWK PLAZA)

Suites style facilities are home to both first-year females and upperclassmen students in a combination of:

- two person (individual bedroom and bathroom i.e. Hawks Landing and Hawk Plaza),
- three person (shared bathroom on top floor individual bedrooms i.e. Clusters)
- four-person (shared bedroom and bathroom i.e. University Terrace),
- five-person (shared bathroom with individual bedrooms i.e. Student Apartments)

HOUSING ASSIGNMENTS

Eligibility into a specific space is based on date and time of housing contract submission and the availability of space at that time.

HOUSING DURING UNIVERSITY BREAKS

Students may stay in their assigned housing area during Thanksgiving and Spring breaks. Notice should be given to the Area Director/Community Manager if the student elects to stay.

During the winter break students may leave items stored in their closet.

During the winter and summer sessions students who request to live on campus must pay a weekly cost for housing. Housing costs are not pro-rated. Housing is provided in a designated housing area identified by Residence Life. Students with special circumstances who desire to reside on campus during times that are not during scheduled academic periods must complete the On-campus Appeal form to get approval to remain in campus housing. If approved student will be charged weekly for the duration of the stay. The costs are not pro-rated.

CONSOLIDATION ASSIGNMENT POLICY

Consolidation is defined as the moving together of residents by University Housing who are paying for a double occupancy room but for some reason, not necessarily because of their actions, are currently in a room with no assigned roommate; or are living in a bedroom suite with empty rooms within the suite. While students are afforded the opportunity to select their living space, Residence Life reserves the right to relocate and consolidate students to maximize occupancy. The consolidation process ensures fairness to all residents and helps us be cost efficient in our use of space. If the student refuses or prevents a new occupant from residing in a shared space, single room rental or the costs of vacant rooms in suite charges may be imposed on the student

CHANGE OF ASSIGNED SPACE

The resident agrees (a) to live only in the space to which he/she has been officially assigned, (b) not to sublet or otherwise use or grant use of assigned space, residence hall common areas,

or grounds for any unauthorized purposes, and (c) to not sell, solicit or conduct a business enterprise therein without the written permission of the Office of Residence Life (ORL).

If a vacancy occurs in the assigned space, the remaining resident(s) agrees to follow established procedures for the reassignment of another student to that space. The remaining resident(s) cannot assume the empty space for personal use and will be subject to the cost of the semester charge of the space **IN ADDITION TO THE CHARGE FOR THE ROOM THE STUDENT WAS ASSIGNED.**

When vacating an assigned space, regardless of the reason, the resident must complete established check-out procedures which includes a Request for Release of Housing Application to be completed by logging into Hawkville through the MyUMES portal.

Residence Life reserves the right to move a resident from one space to another in order to: (a) meet its responsibilities to student health, safety, and well-being; (b) to insure the maintenance, operation, or renovation of facilities; (c) to establish a special interest hall or apartment; (d) to reassign rooms in an apartment or hall to students of the opposite sex; or (e) to more efficiently manage University property and facilities.

Room changes at the request of the resident from the initial room assignment to another room assignment may not be made until the beginning of the **THIRD** week of classes of any semester. The resident agrees that a change of assignment may be made only with approval of ORL, in accordance with established room change procedures. Requests based upon consideration of race, religion, or national origin, cannot be honored.

Contracting/Re-contracting for 2024-2025

The contracting process for 2024-2025 will begin March 2024. Please thoroughly read all information that is published.

FACILITY POLICIES

Residence Hall Bathroom Cleaning

In traditional halls, university staff will disinfect and sanitize community bathrooms on a regular schedule. Students living in those communities are expected to take precautions to help maintain the cleanliness of these areas by properly disposing of trash and cleaning up after themselves when using the facilities. In circumstances wherein the facilities need repair or service due to misuse or vandalism all residents assigned to the bathroom will be assessed a penalty fee.

PAPER PRODUCTS AND CLEANING SUPPLIES

Students are responsible for providing their own paper products such as toilet paper and paper towels in all suite style housing locations and rooms with private bathrooms. Students with private and semi-private bathrooms are also responsible for their own cleaning supplies and cleaning their bathrooms.

FINANCIAL OBLIGATIONS

Residents who pay a room reservation fee for campus accommodations will receive housing only if they have a –0- balance on their account or if a credit exists. After **June 1** of the spring semester, and **January 1, following** the fall semester, students who have paid a room reservation fee and still owe the University a previous debt are **not** guaranteed a space. As demand increases for housing, students with debts to the University **may** lose their assigned room. Failure to satisfy the financial obligations accrued under this **Contract** may result in the denial of contracting or re-contracting; denial of issuance/transfer of grade transcripts and/or

enrollment; and/or eviction. All room reservation fees are credited to the student's account, which reduces the amount owed. Room deposits are non-refundable. If a student cancels housing the deposit is forfeited and not credited to the student account.

Housing rates are subject to change prior to the beginning of each new academic year. Changes in Policies and Regulations may be made by the Office of Residence Life (ORL) during the term of the Contract. Students will be notified of such changes in writing and by placing notices on bulletin boards at least one week before the changes become effective. If the health and safety of persons using the facilities may be adversely affected by delay, implementation may be immediate.

CHECK-IN/CHECKOUT

Student occupancy is allowed, under normal circumstances, from the date of check-in (specified when notification of assignment is made by the Office of Residence Life) through the last day of final examinations for the each semester. Room is provided only while the University is officially open. Dates of closing and opening will be communicated to all students. Residents may occupy their assigned space no earlier than the announced date for opening. Residents are expected to vacate their room and building by 7:30 p.m. on the day of the last scheduled examination at the end of each semester, or by the end of the current business day after withdrawal from the University or after termination of the **Contract**. The assignment of space is for the residence of that student only. Neither the University nor the students may sublet or otherwise loan the use of an apartment or private room. The student agrees that the room will be used only as a living unit and no commercial operation will be carried on therein.

CHECK IN: The resident who is assigned a room is required to formally check-in at ORL or a designated location. Once the resident has been verified as being in good financial standing, they will be issued a check-in card, thereby officially

becoming a resident. During check-in the resident will receive a Room Condition Report (Room Profile) to take to the room to assess its condition. After the resident makes any needed changes, they must sign and date the Room Profile. The check-in process will not be finalized until the resident has submitted the check-in card and completed room profile to a Residence Life Staff member. The resident may not check in prior to the designated check in dates and times. The resident must contact the ORL in writing to make arrangements for late check in. The resident who fails to check in by the designated day and time may have their contract terminated. The resident, who fails to check-in, is not enrolled in classes or has not been released from this contract, is still financially responsible for the room charges. Any items left in the room after the first day of check in will be discarded and the resident's account may be charged a fee for the removal of the belongings and cleaning the room.

CHECK OUT: When moving out, the resident must set up an appointment to be checked out with a residence life staff member. The University will issue specific checkout procedures, two weeks prior to the last day of classes. Students must follow specific check-out procedures and return all keys whenever the room is vacated. All personal property and trash must be removed from the room. The room must be vacuumed or mopped. All trash must be discarded in the appropriate designated areas and not in hallways or stairwells. The room profile will be used to assess any damage or missing furniture discovered at the time of check out. The resident will be billed if the room is left dirty or checkout procedures are not properly followed. The RA and AD/community manager will inspect the room's condition and make a final appraisal. Students who fail to check-out by the specified time will be charged the improper checkout fee. By failing to follow proper check out procedures, the resident may forfeit his/her right to contest any aforementioned charges/fees assessed for damages that occur in the room.

Residents are required to remove all personal belongings from their rooms and common areas at the end of each spring semester. At the end of the fall semester for the spring, students are permitted to leave belongings in their closet only. Local storage companies strongly are recommended. Students who leave items in other areas other than the closet will be charged for improper checkout **and** a property removal fee for items to be removed. Removal of any property shall be at the risk, cost, and expense of the resident and the University shall in no way be responsible for the value, preservation or safekeeping thereof.

FAILURE TO CHECK-IN

ORL will terminate this **Contract** and any reservation fee paid will be forfeited if a student fails to properly check-in to their assigned space during the announced check in time and did not request a late arrival. ORL reserves the right to release the assigned room based on the conditions preceding. Notification of delayed arrival must be faxed to UMES/ORL at (410) 651-6142 or email to reslife@umes.edu indicating when the student will report for housing. Notices to other offices will not be considered as an official request for late arrival.

IMPROPER CHECKOUT

Students who fail to complete checkout instructions as provided or who fail the final room inspection will be assessed an improper checkout penalty fee. This penalty fee is assessed to dissuade students from checking out contrary to the outlined procedures. This preventative measure helps avoid continued undesired practices that may impact community safety, security, and business operations in completing all administrative tasks associated with checkout

FAILURE TO CHECK-OUT

Students who fail to complete a room inspection according to specific checkout procedures and who fail to turn in a key upon departure will be charged a penalty fee in

addition to any costs, charges, or expenses incurred to remedy the violation.

UNAUTHORIZED CHANGING OF ROOMS

Students switching rooms without authorization causes serious problems with record accuracy and billing. Switching rooms without **approval from the Office of Residence Life is cause for eviction**. If eviction is not imposed, all parties who illegally switched a room may be charged the cost of the semester rent applicable to the room occupied illegally. **THIS ASSESSMENT WILL BE IN ADDITION TO THE CHARGE FOR THE ROOM THE STUDENT WAS ASSIGNED**. This assessment will remain on the student's account at the **Director's** discretion even if he/she returns to their official assignment.

VOLUNTARY RELEASE FROM CONTRACT

1. ORL will release an individual from this **Contract** prior to the date services may be claimed, without the individual incurring any financial obligation, when **written** notice signed by the individual is received by ORL on or before **July 1** for the fall semester. After July 1, a breach of contract fee of \$500 will be assessed to the student account. Note room deposits are non-refundable and will be forfeited to cover administrative expenses – if the student withdraws from the University. If the reservation fee has been forfeited and the student later desires on-campus housing, he/she must make an additional room reservation fee.

2. **After Claiming Services** an individual who secures a key from ORL becomes an official resident student. As an official resident, one must complete a **Request for Release From Housing CONTRACT** in order to be released from his/her **Residence Hall Contract**. An individual who is released from the **Contract** will be penalized based upon the amount of notice given to ORL, regardless of his/her University status at the date of release from the **Contract**. Refunds issued will be based upon proration chart issued by Division of Administration and Finance.

CREDITS AND REFUNDS

Release from this **Contract** must be secured and checkout must be completed before any credit of housing fee will be initiated. Credits are made on a pro rata weekly basis and are calculated from the date the resident properly completes the check-out procedures. No credits will be made after the fourth week of classes.

TERMINATION OF AGREEMENT

ORL may automatically terminate this **Contract** at any time and require the individual to immediately forfeit the assigned space:

1. **(a)** when it determines that information furnished by the individual or other person for the purpose of obtaining residence hall services is substantially and intentionally incomplete, misleading, or false in whole or in part; **(b)** when it is determined that a resident is not a properly registered student or is severed from the University because of unresolved financial obligations or is academically dismissed or is dismissed from the University or required to vacate the residential community for administrative and/or disciplinary reasons or for any reason lost his/her status as a student at UMES. In such cases, the individual may be required to vacate the assigned space on the date of separation by and from the University or as otherwise specified in writing by the Director of Residence Life or designee. **(c)** When it, through the process outlined determines that the student has violated residential community rules. In such cases, he/she may also be denied continued access to any University residential community. **(d)** When it determines those facilities are inadequate in number or physical condition.

2. When ORL terminates a **Contract**, the individual shall be credited on a pro rata basis for any unused portion of the semester's housing fee.

3. A student whose **Contract** is terminated for disciplinary/behavioral reasons may not reapply for residence hall services without the prior

written approval of the Director of Residence Life or designee and is not entitled to credit on a pro rata basis.

4. FAILURE TO REGISTER IN A TIMELY MANNER

Residents who do not pay all fees associated with registration and enroll in classes as a full-time student shall be required to vacate the residence halls upon notice. This means fees must be paid or deferred before the final registration day or *1) residents will be summoned to Residence Life for departure arrangements, 2) locks will be changed temporarily to gain attention, or 3) parents will be contacted to facilitate the move from campus. In some instances all steps may be used and involvement of the University Police Department may be necessary in extreme cases.*

AGREEMENT RENEWAL

The University may renew a resident's **Contract** to occupy a University residence facility during the spring semester of each academic semester. In addition, the students must have proper academic, financial, and disciplinary standing at the time such **Contract** is confirmed by the University. Residence Life, in accordance with established guidelines, may deny or rescind an extension of this privilege. In such cases, the resident will have an opportunity to review the decision with a Residence Life staff member.

UNIVERSITY SERVICES

This **Contract** when confirmed by the University permits the student to receive residence hall facilities and services. Although the University will endeavor to provide the following services on a continual basis, interruptions may be necessitated by unforeseen circumstances; an order of a University/civil authority, and/or a limited or restricted control or availability of resources as determined by the University that may necessitate interruptions. It is the expectation of the University that services will be available and uninterrupted and that any disruption of services vital to the health and safety of residents will be restored within a reasonable time. Services rendered include:

Assigned Space: The University will furnish a space in a residential community and will grant the resident use of the facilities of the community in accordance with the terms and conditions specified within this **Contract**.

Utilities: The University will provide heat and air condition, water, electricity, waste disposal services, and internet services (see IT policy usage).

Housekeeping: The University will remove trash from designated dumpster areas and will clean common hallways, floors, lounges, public areas, and community bathrooms in the traditional residence halls on a scheduled basis.

Furnishings: The University will provide to the resident: a bed, mattress, dresser, desk, and chair. No furniture is to be removed from the rooms. All furniture is to remain in the room and in the upright position for which it was designed. Students cannot bring additional furniture for the room.

Repairs: The University will make all repairs and perform maintenance in the residential communities and the resident's room through authorized personnel. Repairs to room or University furnishings will occur upon request or in accordance with routine schedule. Repairs and maintenance activities shall be conducted under a system of priority scheduling based on the University's desire to provide a safe and healthy living environment. Students are not authorized to make any repairs or permanent modifications to the assigned space or furnishings. Maintenance and Housekeeping staff are authorized to enter student living areas to inspect physical condition to clean or make repairs.

ROOM ENTRY AND RESIDENT PRIVACY

1. The University reserves the right to enter rooms for purposes of (a) improvements, (b) maintenance, (c) recovery of University/State owned property which is not authorized for use in the assigned space, (d) fire and safety

inspection, (e) suite and room inspection and (f) actions necessary to insure the safety, health and general welfare of the resident or others and/or the protection of University or student property.

2. A resident's request for maintenance or repair constitutes his/her consent for room/suite entry.

3. While entry without notice may be necessary, attempts will be made to provide prior notification whenever reasonable.

4. The University reserves the right to remove and dispose of any personal property remaining in a room/suite following (a) termination or expiration of this **Contract**, and/or (b) the resident's separation by/from the University, and/or (c) the date the resident officially checks out of the room. A charge for costs incurred by such removal may be assessed to the resident.

5. The University respects the resident's right to privacy within his/her room. When entry or inspection is required reasonable consideration will be given to the resident's academic and personal pursuits.

ADMINISTRATIVE ROOM SEARCH

The purpose of this policy is to address the rules for administrative searches and seizures that are needed to protect the safety and operation of the University, and enforcement of University policies and procedures.

Authorization to conduct an administrative search may be obtained from the Vice President for Enrollment Management and Student Experience, the Vice President for Administrative Affairs, or their designees, through the issuing of an Administrative Search Notice. Any search by University Police, local police, or other civic employees must be conducted with a search warrant issued through a court having competent jurisdiction. An administrative search notice will only be authorized upon a showing of reasonable grounds to believe that the search will reveal

evidence of a Code of Conduct, health or safety violation. A request for an Administrative Search Notice must include the following information: (a) the violation(s) suspected; (b) the basis for suspicion and the particular item(s) for which the search is being conducted; (c) the room area, or vehicle to be searched and the occupant(s) name(s); and (d) the date and approximate time of the search. The Administrative Search Notice authorizes only University employees (non-police employees) to search a room, vehicle, or items in the possession of a student. A copy of the Administrative Search Notice will be provided to the student(s) whose room or property is being searched. Authorized employees who need to enter a room during the performance of conducting a search, will knock and identify themselves. If there is no response, a passkey will be used to enter the room. For purposes of this provision, premises occupied by students include, but are not limited to, University owned or controlled property and residences, student vehicles, personal property, persons, purses, briefcases, backpacks, workstations, or any other space occupied by a student on a University sponsored trip or activity. In conducting a search, attempts will be made to have the occupant(s) of the room present. If present, the occupant(s) shall be: (a) informed that any material found may be used in a University conduct hearing; (b) presented a copy of the administrative search notice; and (c) the reason for the search and material to be seized. If the occupant(s) is (are) not present, the search may be conducted, with presentation of the administrative search notice presented later. If an item of personal property is locked and cannot be searched, it may be confiscated and held until the item is opened for inspection. Contraband items, for example, those prohibited by law or University policy, in clear view may be confiscated by the university employee and used as evidence in a disciplinary proceeding. Such items will not be returned to students. A detailed description of materials/items confiscated (seized), and possible ownership will be given to the Conduct

Administrator and used as evidence in a conduct hearing. A receipt listing the materials/items confiscated will also be given to the student who possessed the property.

UNIVERSITY LIABILITY

The University cannot and does not assume responsibility for personal accident, injury, or illness sustained by residents, guests, or visitors, nor for the damage, theft, or loss of personal property (including property that may be stolen or damaged in whole or in part). Damage or loss of property may be caused, without limitation, by fire, water, mildew, insect or pests, loss of electricity, electricity surges, and loss of heat, theft or vandalism. The resident agrees to fully and forever release and discharge the State of Maryland, UMES, and their officers agent, employees , and successors from any claims, demands, and causes of action, whether in law of equity, existing now or at any time in the future, arising out of or related to accidents, injury, illness, property damage, theft or loss. The University recommends that students contact an insurance carrier of their choice to insure protection against such harm or loss.

Failure of ORL to insist upon strict enforcement of all covenants and conditions of this contract, and to avail itself of all rights and privileges enumerated herein, in any one or more instances with regard to any one or more resident or student shall not constitute a waiver or relinquishment for the future of any such covenants, conditions, rights, and privileges, but the same shall remain in force. Record keeping of all charges, with knowledge of breach of any covenants or conditions thereof, shall not constitute a waiver of such breach by ORL or the University. Payment shall be in effect unless expressed in writing and signed by the Director of Residence Life.

RESIDENT RESPONSIBILITIES: CONDUCT

The resident will abide by the rules, regulations, policies, and procedures established by the Office of Residence Life (ORL) as published in the **Residence Hall Contract** and the relevant

residential community documents, and the policies and procedures established by the University.

The resident will review and abide by the University drug and alcohol policies. (See Student Code of Conduct)

The resident shall conduct him/herself in a manner which promotes a quiet, safe, and secure residence hall/environment conducive to the pursuit of academic goals. This includes refraining from disruptive/destructive behavior; behavior such as intimidation or harassment which threatens the property, safety, security, health, and well-being of others; threats to and/or interference with University staff in the performance of their duties.

The resident shall insure that his/her roommate will have access to and equitable use of the assigned space.

The resident agrees to be held accountable for actions of him/herself and those of his/her guest(s)

NOISE LEVELS

Due to the academic nature of the University, all persons are required to respect the right of others to conduct classes without disturbance and to study, sleep and fulfill academic responsibilities without interruption from excessive noise. During special periods of the semester, notices shall be posted requiring quiet hours. Students are expected to comply with these announcements when requested.

COURTESY VS QUIET HOURS

Courtesy hours are always in effect. The resident must cooperate with reasonable requests to lower the noise level during courtesy hours.

Residence hall quiet hours are 10 pm - 10 am. During these times, the resident is expected to keep the noise level to a minimum so as not to disturb others. Quiet hours violations may be sanctioned with a penalty fee charged to student account per occurrence of violation. The resident should not shout or otherwise

create disturbances from or around any residence hall or student window. The resident is prohibited from engaging in sports activity or creating excessive noise within 50 feet of any residence hall. At no time will anyone be permitted to place speakers or other entertainment equipment in windows. Entertainment equipment may not be played through doorways leading outside. Should this occur, ORL will confiscate these items until the end of the academic semester. Automobile speakers must be played at minimum levels while vehicles are parked in any University parking lot. Violators are subject to losing the privilege of maintaining a vehicle on campus.

WINDOWS

The resident is prohibited from:

Entering or exiting any residence hall through a window when no emergency is present

Dropping or throwing objects or liquids of any kind out of windows

Placing stereo speakers or any other audio mechanism in windows

Removing screens from windows

Tampering with or removing security tabs

Violations may be sanctioned by penalty fees and may impact housing status.

FORCED ENTRY/DOORS DESTRUCTION

Anyone found or determined responsible for Forced Entry into an apartment/room is subject to eviction after being penalized at least \$500.00 as a fine. The amount will be imposed if there is no visible damage or if the door is rendered unusable. Should the cost of repair or replacement exceed the **\$500.00** assessment, all additional charges will also be applied to the Student's account. A Conduct Hearing is not necessary to impose eviction when adequate evidence exists to determine the violator.

REVIEW OF HOUSING STATUS

1. When it is determined that a resident has violated a term of this **Contract** or any other Residence Life or University rule, regulation, or procedure, he/she is subject to: (a) administrative action as defined in the

Residence Hall Contract Handbook; and/or (b) disciplinary action as defined in **Code of Conduct**; and/or (c) financial responsibility for any damage, theft or loss in accordance with established procedures; and/or (d) assessment of additional charges by ORL when the individual fails to comply with a limited number of expectations and procedures, as specified by ORL.

2. When an allegation of violation of a rule, regulation, or procedure is received, and the established administrative review process to terminate the **Residence Hall Contract and Handbook**, is initiated, the resident will be provided the following procedural safeguards: (a) notice of the violation charged and (b) an opportunity to present his/her version of the incident. Administrative action by ORL under this **Contract** may range from a verbal or written warning to termination of residential housing contract. These administrative actions taken may not result in a disciplinary record. Students who are released from housing as a result of Housing Review are not eligible for refund or credit of charges.

3. When disciplinary action is taken, procedures defined with the **Code of Conduct** apply.

4. The Vice President for Student Affairs, or authorized designee in his/her absence, may temporarily suspend a resident from the residence halls pending administrative and/or disciplinary action when, in the judgement of the Director, ORL or his/her designee, the student may constitute a threat to him/herself and/or to the person or property of another. Students should refer to the **Code of Conduct** for further clarification.

RESIDENT RESPONSIBILITIES: CARE OF FACILITIES

Accept responsibility for care of the residence hall facility, assigned space, common areas, and University property;

Agree to promptly reporting any interruptions of services or any needed repair.

Take responsible action to protect and prevent the residence hall facility and property from wanton, reckless, or negligent damage; refrain

from encouraging or participating in activities which cause damage to occur

Report property or facilities damage to residence life staff appropriately

Take responsible action to assist the University in identifying individuals responsible for damage.

Refrain from any attempts to paper or paint rooms, doors, or furniture.

Assume responsibility for the appropriate use of safety and security hardware within his/her assigned space and building and will immediately report loss of assigned key(s).

Return the assigned space and its University furnishings in the same condition as they were received, with the exception of reasonable wear and tear, as determined by the Office of Residence Life (ORL) at checkout.

Accidental spills on carpets will occur. In such cases, ORL will clean at no charge to the affected area(s) when the student(s) notify the office within a period of eight hours. Failure to provide this notification shall result in a charge assessed for cleaning services.

While the resident is allowed to decorate their rooms, for safety reasons, the guidelines listed below have been established.

Pictures, posters, or other materials must be hung using Command mounting hooks or on bulletin boards.

The use of nails, tacks, screws, tape, glue, or other adhesive on walls, ceiling, wardrobes, woodwork, doors, carpet, or furniture is prohibited.

Damages resulting from violations of this policy or improper use of recommended products will be assessed against the resident or residents responsible.

Tapestries, carpeting, or other fabrics may not be suspended from ceilings.

To prevent problems exiting, during an emergency, tapestries, carpeting, or holiday decorations may not be strung from ceilings or across hallways, doorways/entries, or lobbies.

During the holiday season, to protect residents and the facility, holiday decorations are allowed with the use of following guidelines:

Natural trees and lights may not be used in student rooms

Trees and electrical decoration used in public areas must be in good working condition.

Electrical lights must display the approved UL label

Plug-in decorations may not be left unattended and should not be plugged in all night

Materials such as artificial "snow" are not permitted on residence hall windows and doors since they are difficult to clean and may require a large amount of time to properly remove

Open flame devices are not permitted. All holiday decorations in resident rooms and public areas must be taken down and stored before residents leave for breaks

Personal electrical equipment authorized for use in individual rooms include:

Televisions

Radios

Stereo equipment

Personal hygiene devices (i.e. razors, toothbrushes)

Laptops/personal computer

Printer

Mobile phone

Fans and/or humidifiers

Clocks

Hair dryers

Microwaves

Lamps

Coffee/tea pots

Small cubic refrigerators (no larger than 4.3 cubic feet)

The following appliances may **NOT** be used in the residential communities:

Wax warmers

Bulbs that are not LED

George Foreman grills

Hot plates

Heat lamps

Electric blankets

Electric heaters

Electric frying pans, including convection appliances, air fryers/cookers, etc.

Griddles

Toaster ovens/toasters

Exterior antennas /personal routers

Woks

Smoking paraphernalia such as hookahs, vapes, lighter fluid, etc.

Other such appliances that use great amounts of electricity to generate heat and are potentially unsafe

Should these items be found, they will be confiscated and not returned.

To promote the safety and well-being of residents the following are also prohibited:

(a) Flammable materials;

(b) Weapons and fireworks; this includes toy guns/weapons (i.e. pellet guns, NERF guns, swords, etc. see Code of Conduct for [policy])

(c) Unauthorized modification of assigned space;

(d) Pets (see pet policy)

(e) Duplication and transfer of University keys

(f) Improper use of fire safety and building security equipment;

Residence Life may also prohibit and/or confiscate items that been demonstrated to create damage. The items approved or disapproved for use are not exclusive. If in doubt of whether an item is approved, residents are strongly encouraged to contact the Office of Residence Life to confirm the status *prior* to making a purchase. The University reserves the right to remove unauthorized University or personal property which, in the judgment of University authorities, constitutes a significant health or safety hazard. If the University must remove unauthorized items, a service charge will be made. In some instances, depending on the type of item in question, residents will receive written notice to remove such personal property. **Notice is not required.**

REESIDENT LIABILITY FOR DAMAGES

Residents who fail to maintain upkeep, cleanliness or proper care of University property shall be charged with a monetary penalty in accordance with a circulated fee sheet listing each infraction or miscellaneous option. When the assigned space is shared, and where the responsible student(s) fails to assume responsibility, an equal portion of the charges will be assessed to each occupant. The intent to charge for an infraction is announced by written notice from the Area Director to the resident, outlining the penalty and associated cost. The student has twenty-four (24) hours from the date of delivery to officially challenge the charge. If the resident fails to challenge the Community Manager's intent within the specified period, the charge will be submitted to the Office of Residence Life to be posted immediately to the resident's account.

Individual(s) found responsible for damage, theft, loss, or special service (whether intentional or accidental) and where deemed necessary by ORL, resident(s) may be held collectively responsible for damage, theft, loss, or special service with-in/for the common areas or to University property within the residential facility. Residents will be notified in advance of the initiation of a collective billing process and to the common areas for which they share responsibility. A minimum penalty fee of \$25 per resident or incurred costs will be equally imposed among all residents living within the designated areas. Prior to finalization, assessed residents will be provided with an opportunity to discuss the charge(s) with an ORL staff member.

APPEALING A POSTED CHARGE

After a charge has been posted the affected resident choosing to appeal must submit in writing a Request for Charge Reversal to the Office of Residence Life. All requests for charge reversals MUST be completed within 10 business days from the date the charge was posted. Requests submitted beyond 10 business days from the posted date will be denied. Only the student charged can request a reversal.

Residence Life will act upon each charge reversal request as quickly as time permits but not to exceed thirty (30) days. Requests are either approved or denied by the Director of Residence Life or the designee. Decisions made by the designee may not be appealed by the CHO.

OFFICE OF RESIDENCE LIFE (ORL) POLICIES AND REGULATIONS

These Policies and Regulations are in addition to those described in the **Residence Hall Contract**. They are included separately because they are more subject to change than those in the **Contract**. The University reserves the right to change these policies and regulations with seven days written notice to residents in order to resolve unforeseen problems or better meet student needs. If the health and safety of persons using the facilities may be adversely affected by delay, implementation may be immediate. Violation of these policies or any other terms of this **Contract** may result in a warning, disciplinary action, and/or cancellation of this **Contract** and dismissal from University housing. The ORL staff may grant exceptions to the provisions of the **Contract** and the Director of Residence Life or his/her designee must approve exceptions in writing.

RESIDENT RIGHTS

Each individual has a right to engage in those physical, educational and social pursuits that are necessary parts of his/her university life. However, these rights carry with them a reciprocal responsibility on the part of the individual to insure those same rights for other residents.

1. The right to read and study free of undue interference (irrespective of quiet hours) in one's room. One of the basic purposes of the University is the dissemination and application of knowledge. Unreasonable noise and other distractions inhibit the exercise of this right. Behavior that attempts to force a roommate to move out of the room will be considered by the University to be sufficient grounds for reassigning the offending resident.

2. The right to sleep, the right to one's personal belongings, the right of free access to one's room and facilities, and the right of a clean environment in which to live. Optimum physical conditions are essential as they support, reinforce, and provide for positive conditions for which to learn and live.
3. The right to redress of grievances. If the academic and residence hall communities are to function in the most educational manner, the right to initiate action and referrals for impartial and fair adjudication of grievances is held paramount.

SUBORDINATE RIGHTS OF RESIDENTS

These rights should not infringe upon the reasonable exercise of the primary rights defined above. These subordinate rights include:

1. The right to personal privacy. All persons should have freedom from interference from their personal activities, and should be able to maintain privacy for other than academic reasons.
 2. The right to host visitors and/or guests. All students should have the opportunity to maintain personal contacts and friendships with other persons to fulfill their needs for socialization. Guests are to respect the above stated rights of others in the host's room and of other building residents.
- Any abuse of these rights is subject to review by the Office of Residence Life (ORL), or through University disciplinary procedures. However, processes of mediation involving residents and hall staff should initially be considered as a means of resolving conflicts.

FIRE AND SAFETY REGULATIONS

Residence hall fire and safety regulations are for everyone's benefit and must be observed.

1. Residents, guests, and visitors must evacuate the residence hall immediately when a fire alarm sounds.
2. Tampering with the fire alarm horns, smoke detectors, pull stations, extinguishers, or other fire equipment is prohibited, and violators may

be subject to judicial referral and/or arrest, and/or dismissal from the residence halls.

3. The possession or use of firecrackers, firearms, ammunition, lighted candles, open flame devices, and/or explosive material is prohibited.
4. A student may not store or maintain any motorcycle; motorbike, motor scooter, or any other unauthorized vehicle or flammable material within the residence halls.
5. No student shall alter or repair electrical equipment or fixtures, which belong to the University. Defects in electrical equipment should be reported to the residence hall staff to prevent possible fires.
6. Fire alarm pull boxes and extinguishers are located in the stairwell/hallway of each building for emergency use only. If the glass on the pull box is broken, or if extinguishers are tampered with during a non-emergency situation, the residents living off the stairwell/hallway will be charged based upon the replacement cost or fine.
7. Residents should not overload electrical outlets or use multi-plug adapters.
8. Residents should not use marked emergency exits during non-emergency situations
9. Residents who commit serious fire safety violations (i.e. cooking in the room, burning candles, smoking in the room, tampering with smoke detectors) may be fined a penalty of \$500 in addition to any other sanctions allowed by the Code of Conduct and the housing contract. All other fire safety violations may also be subject to penalty fees as outlined on ORL Billing Sheet and/or referral to the Conduct Administrator.

SECURITY REGULATIONS

1. Residents are urged to lock their doors and windows during periods of absence. The University is not responsible for items stolen from rooms when doors and windows are left open. During holiday periods, additional precautions should be taken to include removing valuables and small portable items; closing curtains, and unplugging appliances. Even when proper precautions are observed

and a theft occurs, the University is still not held liable. Any losses should be reported to the University Police. Residents should take precautions to safeguard property and to report any suspicious persons to the Department of Public Safety or to ORL.

2. A student may not refuse to provide authentic personal identification when officially requested to do so by a properly identified ORL staff member or University official.

3. All overnight guests must register at the residence hall during office hours.

Bikes, Motorcycles, Motor Scooters and Hoverboards

The resident must use bike racks provided in designated areas outside the residence halls. The resident is expected to purchase their own lock to secure their bike.

Bikes may not be stored in the room, in any public area including stairwells, lounges, and lobbies near entrance doors, or locked near entrance doors either inside or outside of the building.

Neither the university nor ORL will be responsible for the theft or damage of your bike.

Residents may not store hover boards in the residence halls.

A penalty will be imposed upon violation per occurrence. At the discretion of the Director, eviction may become a sanction for repeated violation.

SPORTS AREAS

Athletic activities are to be confined to areas designated for such use. There are designated areas at the University for *baseball, football, soccer, lacrosse, tennis, volleyball, baseball, catch, etc.* The use of residence halls for these activities is prohibited.

COMMUNITY STANDARDS

It is the responsibility of each group of residents to insure the primary rights of residents in their building. As such, the Office of Residence Life (ORL) develops community standards to assist in such efforts to ensure those rights. If a group

of residents ignores the primary rights of others, ORL may impose additional regulations. Such imposition may include relocation, limitation of guest/visitors, or quiet hours and/or to remove or confiscate radios, stereos, televisions, or musical instruments from their rooms.

Given ample notification, Community Managers may impose monetary penalties for violation of “**Community Standards**”. Such instances may be, but not limited to leaving dead bolt locks extended which cause damage to hardware when doors are released, bathroom/shower rooms left unnecessarily soiled and lockouts which require staff assistance.

COMMUNITY SERVICE

Community service is defined as work or service performed by residents either voluntarily or for some form of compensation or academic credit through nonprofit, governmental and community-based organizations, or through schools, colleges and universities. ORL professional staff may at their discretion assign community service hours in lieu of assessing penalty fees for community standard violations.

OFFICE OF RESIDENCE LIFE BILLING SHEET

Charges will be assessed accordingly for damages, penalties, community standard violations, and improper checkout. Students who are suspended from the University through conduct proceedings or those who leave the University in lieu of conduct action will forfeit their right to a refund and/or adjustments to housing charges for the semester during which they leave. NOTE: Fees are subject to change. Contact the Office of Residence Life for current fee information.

Defacement of Property

Defacement of property such as writing on walls, doors and the destruction of public notice boards are illegal. Students in violation of this policy can expect to be charged a penalty equal to the cost of repair or replacement.

Responsibility for Communal Property

Residents are expected to take every precaution to assure that communal areas (*hallways, restrooms, stairwells, lounges, studies, utility rooms, and laundry facilities*) are not abused. In halls or sections where the Office of Residence Life (ORL) has determined that residents are tolerating undue abuse of University property, all residents will be held responsible for payment, unless the individual(s) responsible can be identified. The Community Manager may close or declare abused locations off limits.

KEYS

1. The possession or use of any University key other than those issued to the resident by a University official is prohibited.
2. Should a key be lost, a charge will be assessed to the student responsible. This charge covers the cost of changing the core(s) and of issuing new keys.
3. The possession of any unauthorized keys which can be used to open any lock in the residential communities is prohibited and will result in immediate termination of the **Contract**. Charges of illegal entry will be brought against any person discovered to have used or is using an unauthorized key.
4. All room and other door keys are the property of the University and must be returned upon **Contract Termination**. **Duplication of such keys is prohibited.**
5. **Keys must be returned upon checkout. Failure to turn in key at checkout will result in charge to student account for the cost of replacing lock and issuing new keys**

LOCK-OUTS

Lockouts are often a problem when students do not handle their keys responsibly. Students who experience lock-outs after 5:00pm Monday-Friday or at any time on Saturday or Sunday are subject to a fine posted directly to the student account. If a resident accrues an excessive amount of lockouts it will be assumed the resident has lost his/her key and resident will receive notice that a core replacement (lock

change) has been requested. Resident will be responsible for the cost of replacing the lock.

ROOM/APARTMENT INSPECTIONS

The University reserves the right to inspect students' rooms as a function of its responsibility to protect the safety and health of all residents and to insure that University property is maintained. It is the responsibility of each student to clean and maintain his/her room. All waste paper and other trash must be properly disposed of in the dumpsters near the building. Littering is not permitted. A charge will be issued to residents who dispose personal trash in areas that are not designated.

The University official conducting the inspection will provide written documentation noting areas that are acceptable, areas which needed additional work, and areas which were not acceptable.

Residents residing in the traditional halls who receive notice **for areas indicating WORK NEEDED, or those that were not acceptable, will be given a period of twenty-four (24) hours to bring the area(s) to an acceptable level. If the area(s) is/are not brought up to an acceptable level by that time a penalty fee for each failed area will be assessed.**

Students assigned to the upperclassmen housing areas will be billed immediately if cleaning standards have not been met.

Students who incur multiple billings for failed room inspections may be charged to have a housekeeping staff member address the failing areas and student may lose housing privileges for non-compliance to the cleaning expectations.

CLOGGED DRAINS AND TOILETS

In the Student Apartments, Hawk Plaza, Hawk Run, Hawks Landing and the Student Residential Complex, clogged drains and toilets are the responsibility of the residents. Paper towels, tampons, and sanitary napkins should not be flushed down the toilet. Maintenance personnel will be provided for serious situations. In all areas, when it is evident a particular person or

group is the cause, a fine will be charged to the negligent individual(s). Additional fees will be assessed based upon the hourly rate of the technicians responsible for repair and cleaning. The amounts charged are subject to increase based upon the frequency and severity of the occurrences

GREASE DISPOSAL

Cooking oils and grease should not be poured in sinks, toilets or on the landing of housing areas. These violations cause tremendous problems to result in sewage backups. When it is evident a particular person or apartment group is the cause, a fine will be charged to the negligent individual(s). Additional fees will be assessed based upon the hourly rate of the technicians responsible for repair and cleaning. The amounts charged are subject to increase based upon the frequency and severity of the occurrences.

EXTERMINATION

The University will not be liable for the presence of bugs, vermin, or insects, and their presence will not affect the **Residence Hall Contract in any way**. All food must be kept in tightly closed metal or plastic containers. The University will exterminate residential communities on an as needed basis.

PETS

Absolutely no pets are allowed in any residential community. Residents found maintaining pets are subject to a \$1000 fine and possible eviction. Students will be given 24 hours to remove an unauthorized pet. If the student fails to remove the animal the student will be referred to Conduct for non-compliance. Information regarding the university comfort/support animal policy is available upon request by contacting Student Accessibility Services.

POLICY ON PARTIES AND ACTIVITIES

Approval must be granted in order to assemble groups in rooms/apartments for the purpose of activities or parties. Any paraprofessional staff

and/or an official of the Office of Residence Life may disassemble parties that gather without granted approval. **Students in violation will receive a \$500 fine and/or could be relocated to a different housing area where students are closely monitored.** Permission to host parties and activities must be granted by ORL. Private parties are only permitted in individual rooms/apartments and must be limited to the confines of the particular room/apartment. For reasons of consideration and fire safety, no more than twelve (12) persons are permitted in an apartment at one time and six (6) persons in a residential room. Parties may not spill out into the hallways, stairways, or in front of the building.

RESIDENTIAL SMOKING POLICY

UMES is a smoke free campus and is governed by a smoke free policy as outlined in the student handbook and the Code of Conduct. Due to the inherent safety risks associated with smoking and storing/using paraphernalia that may be associated with smoking and/or vaping, students who violate the no smoking policy or who have prohibited items associated with smoking in their room/housing area may be assessed a \$500 fire safety violation fee.

****ALCOHOL POLICY***

The University of Maryland Eastern Shore abides by Maryland State laws and statues. Students 21 years of age and older may possess and consume beverages within the privacy of their bedroom or private living area. No drinking is allowed in the common rooms of suites or apartments if anyone under the age of 21 is present; even residents that live there. However, it is important to note that a student 21 years of age and older sharing a room with an underage student cannot possess and/or consume alcohol beverages within the privacy of their bedroom or private living area; and moreover, students 21 year of age and older, if sharing a room with a student under 21, may not store/house alcohol beverages in said living area. Students are subject to an alcohol fee, of \$100.00, and may face student conduct action.

Residents who are under 21 years of age are not allowed to host parties with alcohol regardless of the guest's age. Non-UMES students and UMES students living off-campus are not allowed to bring alcohol into residential facilities.

The Office of Residence Life staff reserves the right to stop people from bringing alcohol into the building(s). No alcohol is permitted or shall be stored in the common areas of residence halls (i.e., bathrooms, kitchens, balconies/porches, lounges, living rooms, laundry rooms, etc.). A student and his/her guest may be required by University personnel to open all backpacks, bags, coolers and other containers when entering a residence hall. This procedure is a safety and security measure, which prevents unwanted or unauthorized materials from being brought into the halls. All students' cooperation with staff requests is expected and appreciated. A resident and his/her guest may be denied entrance if they choose not to cooperate with this request. Alcoholic beverages in residence halls in violation of the policy will be confiscated by staff. In accordance with University Policy, alcoholic beverages may not be consumed in public areas, including hallways, lounges, and apartment balconies/porches or outside buildings. Students are not permitted to possess kegs, or any other containers designed to hold large volumes of alcohol than what is found in common source containers. Students are not allowed to construct or own a table used for the purpose of alcohol related games, including but not limited to, beer pong, flip cup, card games, quarters, etc.

Alcohol Policy Violations Fines and Penalties

First Violation

Mandated to the ATOD Prevention Center to complete BASICS (Brief Alcohol Screening Intervention for College Students and parental notification for underage violators).

Policy Violation Fine: \$100 BASICS Fee: \$100

Second Violation Referred to off campus Substance Abuse Treatment Program Student

placed on probation for one academic semester
Policy Violation Fine: \$150 Off Campus Substance Abuse Treatment Program: Agency determines fee/pay

Third Violation Conduct Hearing (Potential removal from Campus Housing and/or suspension from the University)

Policy Violation Fine: \$200

* See student handbook or Code of Conduct for full policy

GUEST POLICY

Guests (including family members) are defined as anyone who visits a campus resident who does not have a current Residence Hall Contract:

1. Individuals are allowed GUESTS (non-University members) only between the hours **of allowed visitation periods**.
2. Residents may host overnight guests of the same sex in all housing areas.
3. The maximum visitation period shall not exceed two days for overnight guests of the same sex and must be approved by the Community Manager.
4. Overnight visits begin at 4:00 p.m. and end at 8:30 a.m.
5. Residents may have only one overnight guest registered at a time.
6. Host of guests must register their guest/visitor at the Area Director(s) office of the housing area being visited. Guests must be registered by 4:00pm, Mondays through Fridays. Guests may not be registered on Saturdays and Sundays.
7. Guests may not arrive after 12 midnight.
8. Guests hosts must arrange for a guest pass to be issued to visitors indicating arrival and departure dates.
9. Guest passes shall contain the signature of the host, the professional staff and other information such as building, room numbers and time/date issued.
10. When registering a guest, be prepared to provide his/her full name, age, home address and telephone number. If overnight, indicate the date of departure (maximum two days). A valid ID of the guest must be presented before being issued.
11. The host must sign a statement of agreement outlining his/her responsibility as a guest host.
12. Consent from roommate must be obtained before housing a guest.
13. Guests must be instructed to maintain their pass at all time while on campus. Guests unable to present a guest pass upon request will be detained until properly cleared.
14. The same guest may not stay in a residence hall more than once per month.

All guest must be approved by the Community Manager and visitation can be cancelled at any time. Forms and passes are available in each housing office. Only Area Directors and other permanent professional staff of Residence Life may issue a guest pass. Residents who fail to register guests are subject to disciplinary action as administered through the University's Conduct System.

HOST RESPONSIBILITY

1. Hosts are responsible for the actions of their guests and to insure guests, or visitors' compliance with University regulations.
2. Hosts must be sure that the guest or visitor for whom they take responsibility is in fact their guest or visitor.
3. Hosts must inform guests and visitors that should circumstances and/or incidents arise in which their non-resident guest or visitor is in violation of laws or University policies, the guest or visitor can be held liable for civil action. Should the host not make every reasonable effort to insure the guest or visitor's compliance with University and/or residence hall policies and regulations, the host may be subject to disciplinary action.
4. Hosts may be charged additional rental for each day a guest resides illegally in the residence hall and may be subject to disciplinary action.
5. Hosts must show proper concern for the rights of roommates.

GUESTS AND VISITORS' RESPONSIBILITIES

1. Guests and visitors must abide by all hall rules and regulations while in the residence halls.
2. It is the responsibility of guests and visitors to familiarize themselves with residence hall rules through their hosts.
3. Guests and visitors who violate residence hall and/or subject to disciplinary action.
4. No guests or visitors may establish residency in a residence hall.

MINOR CHILDREN

Minor children below age 16 may not reside overnight in the residence halls, except upon special advanced approval granted only by an Area Director, or the Director of Residence Life. When permission is granted, the deviation in policy shall be determined a circumstance beyond handling by the occupant and such permission will only be issued for the duration of one overnight stay. Guests of occupants must be age 16 or above to be governed under the Guest Policy. Hosts are responsible for guests under age sixteen (16).

This policy outlined for minor children is to prohibit residents from bringing or housing minors due to the risk of injury or other liabilities. If it is determined students are housing children in their rooms, the cost of housing for the semester will be charged and pro-rated through the end of the term. **This is in addition to the**

amount already required to live on campus. Loss of Housing may also occur as a result of repeated violations

VISITATION

The Office of Residence Life and Student Housing has established visitation hours for the purpose of maintaining an environment conducive to the successful academic and social development of all students who take advantage of the experience of residing on campus or in University supported off-campus housing. An official visitation policy is specifically implemented to offer support to the opportunity of remedy for residents who may become exposed to unwanted or the prolonged presence of visitors.

GENERAL GUIDELINES

All legally assigned occupants of a room or suite must be receptive to the visitor (s) of a fellow room/suitemate.

Each legally assigned party to a room or suite may deny access to visitors of whom he/she is uncomfortable.

Visitation periods in all housing areas may be modified by the managing Community Manager with approval from the Director of Residence Life or designee.

Visitation in traditional residence halls requires a presentation of ID and following all related policy implemented for the community.

UPPERCLASSMEN HOUSING VISITATION

Visitation in all upper-class housing, including off-campus locations is governed by the willingness of legal occupants to accept or reject those invited by fellow suitemates. In all instances visitors, regardless of gender, may not remain in a suite where not legally assigned for more than a 12-hour continuous span. Legal occupants of the suite are encouraged to report abuses and the unacceptable regularity of the same person who is unwanted as a visitor.

TRADITIONAL HALL VISITATION POLICY

The visitation hours and policies apply without regard to gender.

Meet ALL guest at the door, staff WILL NOT open the door for guest/visitors.

There will be no more than two (2) visitors/guests permitted in the building per resident at a time.

All guests/visitors must have a valid student ID (or state issued ID). Visitors without ID will not be permitted to visit.

Residents are responsible for making sure guests/visitors are properly registered by stopping at front desk to sign in AND out. Guests/visitors must sign out each and every time they are leaving the building.

Residents are responsible for their guest/visitors, if guest are not complying with rules they will be asked to leave and resident will face penalties.

Visitation is inter-room only. This means guest(s) should be entertained in the room assigned to the person checking in guest. UNDER NO CIRCUMSTANCES are visitors TO BE WALKING the halls or in community areas without host escort. Violators will be sanctioned accordingly as this impacts the safety and security of the community for all residents. Residents who wish to have a group event (more than 2 visitors or non-residents in community areas) should contact Community Manager at least 48 hours in advance of proposed event for approval.

Roommates/suitemate should determine acceptable hours for visitation within the room/suite. If resident has guest(s) creating issues within the room/suite, the guest will be prohibited from the community and resident may lose visitation.

Residents/suites who host guests during community quiet hours who incur multiple noise violations (3 or more) will lose visitation privileges.

Residents must have overnight guest approved by the Community Manager. Overnight guests may only be same sex and at least 16 years old. Overnight guest is considered to be ANYONE who is not assigned to stay in the room by Office of Residence Life

Failure to adhere to these guidelines may result in loss of visitation. Visitation violations may also be sanctioned with penalty fees assessed to the host. Host may also receive penalty fee for violations of policy committed by guest/visitor. Furthermore, depending on the severity of the violation, further sanctions as allowed by the Office of Residence Life Housing Contract and the University Code of Conduct may be issued. Questions regarding the above guidelines should be immediately addressed to the Community Manager.

This policy is subject to change. Any changes will be distributed and posted.

This residence hall agreement and handbook supersedes housing information provided in the university catalog.

**UNIVERSITY OF MARYLAND EASTERN SHORE OFFICE
OF RESIDENCE LIFE
AGREEMENT TO LEAVE PERSONAL BELONGINGS
BETWEEN SEMESTERS**

UMES strongly encourages students to purchase renter's insurance and to utilize local storage companies. UMES agrees to allow a student to leave items in their room during the Winter Break if the student agrees to the terms and conditions provided in this amendment;

The parties agree to the following:

1. UMES Agrees to allow Students to leave personal property in their assigned room during Winter Break. Any items left must be able to fit securely in the closet only.
2. Student agrees to reside in the same room for **Spring Semester** that he/she resided Fall Semester. **Failure to check in to the same room by the first day of classes will mean that the student has forfeited the room and any property left in the room during this time will be removed by UMES and donated/or discarded after 10 days. A \$300 penalty fee will be billed to the Student's account if UMES staff removes items.**
3. UMES is not responsible for any personal property left in room over Winter Break, including property that may be stolen or damaged in whole or in part. Damage or loss to property may be caused, without limitation, by fire, water, mildew, insects or pests, loss of electricity, electricity surges loss of heat, theft, or vandalism.
4. UMES is not responsible for cleaning the room during Winter Break if items are left in room. UMES reserves the right to permit access to Student's room by other student roommates, if any, who are residents of the room.
5. UMES reserves the right to permit access to Student's room by emergency personnel and by UMES authorized personnel and contractors for the following purposes: in the event of an emergency; in order to perform maintenance; in order to perform insect and pest extermination services; and to inspect the room as provided in the Housing Contract.

6. UMES will provide reasonable security patrols to the housing communities, but will not practice any special surveillance of a location unless UMES believes that special surveillance should be conducted.

7. Student agrees to disconnect all electrical items from receptacles and to store all personal items in the closet.

8. Student agrees to check into his/her room for the Spring Semester by noon the first day of classes. If Student does not check in on time, Student forfeits his/her room reservation and Student's personal property will be removed from the room and donated/or discarded after 10 days with a \$300 penalty fee billed to Student's account.

9. UMES will notify Student of personal property removed from room pursuant to this Amendment. If the student does not claim the personal property within ten (10) days of being notified by UMES, UMES reserves the right to dispose of the property.

10. Student agrees to fully and forever release and discharge the State of Maryland, UMES, and their officers, agents, employees, and successors from any and all claims, demands, and causes of action, whether in law of equity, existing now or at any time in the future, arising out of or related to any loss, damage, or theft of personal property which is left in the room over Winter Break or which is removed and stored pursuant to this Amendment.

11. Should any of the personal property left in the room belong to a third party, Student further agrees to indemnify and hold harm-less the State of Maryland, UMES and their officers, agents, employees and successors the third party in connection with any loss, damage, or theft of the property.

THIS RELEASE AND INDEMNIFICATION IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF MARYLAND AND IF ANY PORTION OF IT IS HELD INVALID, IT IS AGREED THAT THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the Housing Contract remain in full force and effect