

# Student Housing Contract

Haskell Indian Nations University – Student Life/Residential Life

## Contract Terms and Policies

### General Administration

The status of Haskell Indian Nations University as a residential academic community and each student's position as a citizen in that community requires regulations concerning the protection and promotion of learning activity, maintenance of order, and control of behavior affecting the freedom and privacy of others. Persons who have a criminal record involving a felony offense are not eligible for University Housing. The Department of Resident Life hires staff that participates with residents in conflict resolution, document incidents, and initiate appropriate actions in response.

Students who sign a student housing contract agree to the following policies and regulations in *Resident Life Handbook*, and other official publications, including but not limited to: 1) *Haskell Indian Nations University Student code of Conduct*; and 2) *Haskell Indian Nations University Parking Regulations*. The university has the authority, pertaining to all university housing, to establish and enforce rules and regulations developed within applicable statutes and Board of Regents policies. In accordance with university policy, no assignment is made on the basis of tribe, race, religion, color, disability, national origin, ancestry, and, to the extent specified by law, age or veteran status.

### Policies Governing Occupancy

Every occupant must register with the staff of the living unit upon initial occupancy and when permanently vacating the assigned unit. Except for residents who are graduating or those who negotiate a delayed check-out time, residents must vacate within 24 hours following their last final examination each semester.

Only a regularly-enrolled student may occupy space in university housing. Full-time enrollment is normally required but exceptions to the full-time status requirement may be made for good cause shown by the student. Assigned space may be used for personal residence only. No activity is permitted which involves regular use of housing facilities for personal financial gain.

Residents may request to transfer between living units as space permits. Generally, the same policies and regulations apply in all units. When new regulations apply, residents agree to these changes as a condition of the transfer agreement.

The university will determine whether an application for housing will be accepted or a contract for space will be offered. The university also determines assignments, re-assignments, and other occupancy changes. On rare occasions, a resident may be required to move to accommodate another individual with unique physical needs or to address an unforeseen maintenance concern. Other unpredictable situations may also result in occupancy changes. The University retains the right to enter living areas under conditions described in *The Department of Resident Life Handbook*. Each student's right to privacy will be respected while living in student housing units.

Occupancy changes initiated by residents may be completed during the semester if all residents involved agree and if approved by the Director of Student Life. An administrative fee may be assessed in certain instances. Unoccupied spaces are reserved for use by the university. Residents may be required to move to an existing vacancy for the purposes of space consolidation. Failure to move or refusal of a roommate assignment by a stated deadline may result in cancellation of the housing contract, revocation of future guest privileges, and/or other consequence when the contract is cancelled by action of the Department of Resident Life.

### General Regulations

Obedience to the laws of the land and conduct rules of the university is expected of residents, visitors, and guests.

- Acts contrary to federal, state, or local laws, and university regulations such as, but not limited to, sex offenses, gambling, possession and/or use of illegal drugs and/or controlled substances, theft, and disruption are violations of student housing policy. Recognition of others' personal and property rights is expected of residents, visitors, and guests.
- Interference with the rights of others to use their living areas for study or sleep constitutes violation of student housing policy. Door-to-door canvassing and unapproved solicitation is prohibited.
- Residents, visitors, and guests are expected to act with common decency and decorum. Adequate dress is required in public areas and on floors and in student rooms when members of the opposite sex may be present.
- Possession or consumption of alcoholic beverages by any person is prohibited in student housing facilities and on university-owned property.

- Appliances which are hazardous when left on and unattended or which have exposed heating elements are prohibited.
- Possession of fireworks, firearms and other weapons, candles, incense, and live animals are prohibited. Fish in aquariums are allowed as pets.
- All facilities operated by the Department of Resident Life are smoke-free. Persons found smoking in student housing facilities will face disciplinary action.
- All residents, visitors, and guests must immediately leave the facility when a fire alarm is sounded. Tampering with elevators, fire alarms, or fire safety equipment is strictly prohibited.
- Residents are expected not to litter corridors, public areas, and grounds areas. Custodial service is provided daily in the public areas of each building. Residents should report maintenance needs to custodial or maintenance personnel.
- Student housing facilities and associated property are routinely inspected and meet acceptable health and safety standards in their present condition. Residents are cautioned not to make any modifications, whether structural, electrical, or plumbing to facilities, nor to attempt any construction or remodeling, no matter how minor, without advance written approval from the full-time staff member responsible for their living unit.
- No furniture may be removed from student rooms, including double rooms being used as singles.
- Except in the case of a building emergency there is no acceptable reason for any resident to exit a room through a window.
- When window screens are part of room windows, the windows are operable without removal of any screen. Each resident of a room in violation of the policy on window screen removal will be fined **\$50** when the violation is discovered and documented.

## Visitation and Escort Information

All visitations must occur within the hours designated in the conditions of occupancy for each living unit. All visitors are required to abide by the official policies and regulations of the appropriate living unit. The host resident is responsible for the visitor's compliance with stated policies (see *The Department of Resident Life Handbook* for details about visitation policies and regulations per living unit). Host residents are liable for any and all damages caused by visitors during the course of a visit. Visitors of the opposite sex of the host resident must be in the company of the host at all times. Visitors of the opposite sex may visit the private room of the host resident with the consent of the roommate (if any). All visitors must be accompanied by the host resident to and from public areas.

## Overnight Guests

Living units are operated for the benefit of contracting student residents. Only those residents assigned to a specific room may live in that room. General requirements for overnight guests: Guests must be registered and approved in advance by the Director of Student Life. Residents with guests of the opposite sex (such as a parent or other relative) must make arrangements for housing in a facility which houses that sex. Guests of the same sex as the resident may stay overnight in the resident's room with the prior expressed consent of the roommate. Co-habitation is strictly prohibited.

## Damage to Property / Personal Insurance

Residents are held financially responsible for any damage they cause in public or private areas of student housing units. Academic records at Haskell Indian Nations University may be withheld for nonpayment of obligations such as lost keys, broken or missing furniture, and other debts due the Department of Resident Life. Residents understand and acknowledge that the university is self insured through the federal government but only to the extent of university property. Residents agree to provide for their own protection against loss or damage to property and/or for personal liability.

## Violation of or Failure to Follow Policies or Regulations

Violation of these policies or regulations by a resident, or failure of a resident to independently manage daily life functions associated with being a student, may result in cancellation of the housing contract, revocation of future guest privileges, and/or other consequence including. If a contract is cancelled for violation of a policy or regulation, the student may not reapply for student housing for a period of one calendar year from the end of the contract period in which the cancellation was effective.

Resident Life employees have the responsibility to investigate incidents that might endanger the life or property of residents or the university. Contract cancellation and/or disciplinary action by the department may occur if the resident fails to abide by and conform to all applicable rules and regulations of the university and/or the Department of Resident Life.

A resident's housing contract may be immediately suspended and the resident required to vacate the premises when circumstances indicate that the resident's continued presence in the living unit may constitute danger or threat of danger to property, the resident, or others in the housing system. Housing contracts of residents who are either arrested for alleged criminal acts or against whom criminal charges are pending may be suspended under this policy. The resident will receive written notice from the Department of Resident Life stating the reasons for the interim suspension of the contract and the time and place of a hearing to be held within five class days at which time the student has an opportunity to show why his or her continued presence in the housing unit does not constitute a danger or threat of danger to others, the student, or property. In lieu of an interim suspension, a resident may be re-assigned to another location, be restricted from specified housing areas or units, and/or be restricted in privileges normally allowed to residents of University-owned student housing.

### **Failure to Vacate Policy**

When residents have not vacated assigned space as scheduled (*internal transfers as well as the end of a contract period*) or have not removed personal property, Department of Resident Life staff will make reasonable attempts to contact the residents. Residents who have not vacated assigned space as scheduled will be charged \$50 per day for each day they or their property remain in the space. If after 48 hours, residents have not vacated assigned space, personal property will be removed from the space and stored at the residents' expense.

Residents are responsible for personal property at all times and will be charged \$50 per hour per Department of Resident Life employee involved in removal and/or storage of personal property (\$50 minimum), and billed \$50 for a storage fee. Personal property removed by Department of Resident Life staff will be stored for 30 days. After 30 days, the items will be considered abandoned and either donated to charity or discarded. The Department of Resident Life is not liable for damage to or loss of property which might occur during the course of removal or disposal. Residents will be billed for all costs incurred in removing and storing personal property and restoration of the unit to usable space.

**I have read and understand this HINU Student Housing Contract for space (front and back) and agree to abide by the conditions, terms and policies as described herein. I understand I am required to pay a \$56.00 (non-refundable after the first official day of classes has begun for each semester) and maintain a minimum class load of twelve (12) credit hours to be eligible for housing.**

I confirm that I have never entered a guilty plea or an Alford Plea to a felony offense, been placed on probation for or entered into a diversion program for a felony offense, or been convicted of a felony.

Student Signature \_\_\_\_\_ Haskell ID# \_\_\_\_\_ Age \_\_\_\_\_ Sex (M/F) \_\_\_\_\_

Guarantor Signature (if student is under the age of 18) \_\_\_\_\_

E-mail Address \_\_\_\_\_ Home Phone Number \_\_\_\_\_ Mobile Phone Number \_\_\_\_\_

Permanent Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Disclaimer:** Residential Life office will not be responsible for any damaged, lost or stolen personal property. All personal property must be removed from the residential hall on the last day of the student's occupancy. Personal property remaining in residential halls after the student is no longer residing there, will become property of the University and donated to charity or stored at the owner's expense.