



## HOUSING & RESIDENTIAL LIFE POLICIES AND PROCEDURES

### Alcohol

Housing & Residential Life and the university comply with all federal, state, and municipal regulations regarding the sale, possession, and consumption of alcoholic beverages. UNLV Housing & Residential Life policies are intended to foster an atmosphere conducive to individual choice concerning the responsible consumption of alcohol. The misuse of alcohol, therefore, does not in any way limit the responsibility of residents for the consequences of their behavior.

**In keeping with Nevada state law, only residents who are 21 years old or older may consume alcoholic beverages. Alcohol may be consumed only in the privacy of the resident's own room or in a room of another resident who is at least 21 years old. Residents under the age of 21 may not consume alcohol nor may alcohol be brought into an "underage room" – that is, a room in which either resident is under 21 years old.**

**The quantity of alcohol that may be brought into a room of a legal-aged resident is a quantity that would contribute to responsible personal use.** Beer kegs, party balls, other bulk alcohol containers, and devices that are created for the rapid consumption of alcohol ("beer bongs") are prohibited in the residence halls. Possession of more than 24 12-ounce containers of beer, 1.89 liters of distilled spirits ("hard liquor"), or three 750 milliliters bottles of wine in any one room constitutes a level of alcohol that promotes excessive alcohol consumption that can lead to community disruption and is, therefore, not permitted.

**Alcohol is not permitted in common areas** regardless of the age of the residents involved. Common areas include, but are not limited to, balconies, lounges, hallways, lobbies, elevators, and outside the buildings.

**Underage residents who are found in possession of or are in the presence of alcohol or any resident who is in possession of alcohol in an underage room or in a common area will be required to immediately dispose of the alcohol.** Violations of the alcohol policy will be addressed as prescribed in the Alcohol Violation Response Policy.

### Alcohol Violation Response Policy

The misuse (underage drinking, drinking in unauthorized areas, etc.) and abuse of alcohol (drinking to an extent such that one's behavior and judgment are impaired or result in disruption of others) are the primary contributing factors to behavioral problems in the residence halls. The effects of alcohol misuse and abuse include excessive noise, interpersonal conflicts, and vandalism. The individual who misuses or abuses alcohol not only negatively affects the community but also endangers him/herself. This policy is designed, first, to assist the resident who, through the misuse or abuse of alcohol, is violating community standards and, second, to protect the community from the effects of the resident who continues to misuse or abuse alcohol.

1. Upon initial\* alcohol-related violation of community standards and the university student Code of Conduct, the resident will be required to meet with the university judicial officer and will be assigned to complete an Alcohol Assessment On-Line Program. This program will cost the participant a minimal processing fee.
2. Upon a second\* alcohol-related violation, the resident will be required to attend the University Alcohol Awareness Intervention Workshop. This three-hour workshop is designed to assist the resident in understanding his/her alcohol use behavior and make decisions regarding more appropriate behavior.
3. Upon a third\* alcohol-related violation, the resident will be referred to Counseling and Psychological Services for a drug/alcohol assessment to determine if alcohol abuse counseling or other intervention is warranted. In addition, the resident will be required to comply with a

behavioral contract designed to eliminate his/her use of alcohol within the residence hall community and to prevent him/her from being under the influence of alcohol in the residence hall community. The resident will pay the cost of the drug/alcohol assessment.

4. Should the prior efforts fail and another\* alcohol-related violation occur, the resident will be considered to have no control over his/her behavior. Given the pattern of community violations and the need to prevent further violations, the resident will be presented with two options:

- a. Enter an alcohol abuse treatment program and remain in treatment until self-control is regained.
- b. Face contract termination.

### **Appliances**

Fire hazards, personal injuries, and property damage can result from the use and storage of the following appliances in the residence halls: grills (BBQ or otherwise), stoves, hot plates, toaster ovens, space heaters, sun lamps, halogen lamps, and electric blankets. Therefore, these items are **NOT** allowed in the residence halls. Increased bug and rodent populations, food spoilage, and odors also result from trying to cook in residence hall rooms that are not equipped with adequate cooking facilities. Hot air poppers, coffee pots, and other appliances that have enclosed elements and Underwriter's Laboratory approval may be used in student rooms.

### **Behavior and Conduct**

Your Residence and Dining Hall Contract outlines a set of behavioral conditions to adhere to during the duration of your contract. As a resident, you agree that "behavior that interferes with the quiet enjoyment of the premises by roommates, behavior that attempts to force a roommate to move out of a room, and behavior that discriminates against a current roommate or against a newly assigned occupant will be considered by the university to be sufficient grounds for reassigning the current occupants and taking disciplinary action." Furthermore, you have agreed that "occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by persons not assigned to that space." Should you have questions about the behavioral expectations outlined in the UNLV Housing & Residential Life contract, please contact your Residential Life Coordinator.

### **Bicycles and Vehicles**

Bicycles and vehicles, including gas or electric powered transportation cannot be stored anywhere in the residence halls (except those permitted through the Americans with Disabilities Act). During building evacuation, bicycles that are stored in the building can become obstacles, inhibiting a resident's ability to leave the building quickly and safely. Bicycle racks are located outside each residence hall. A sturdy locking device is recommended as protection against theft. You are also encouraged to register your bike with University Police. Housing & Residential Life residents are subject to the university's parking rules.

\*While this policy is structured in a step-by-step sequence to provide the resident with the opportunity to learn from his/her choices and to accept the responsibility of those choices, the UNLV Office of Student Conduct and UNLV Housing & Residential Life retain the right to respond to the resident at whatever level and in whatever manner is appropriate, given the context of the situation.

### **Candles and Incense**

The use and/or storage of candles or incense can result in injuries, fires, and property damage. Therefore, candles, incense, or other devices with an open flame are **NOT** permitted in the residence halls.

### **Controlled Substance Violation Response Policy (Drug Policy)**

The storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away of controlled substances/drugs or the possession of drug paraphernalia as defined by the Nevada Revised Statutes is a violation of the UNLV Student Conduct Code. It has been well established that in locations where these activities occur, theft, assault, vandalism, and other crimes occur more

frequently. The association between the presence of controlled substances/drugs and behaviors antithetical to a safe/secure living environment requires strong action to minimize the potential negative effect. Therefore, allegations of storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away controlled substances/drugs or the possession of drug paraphernalia will be thoroughly investigated according to the Student Conduct Code procedures. The student may face university disciplinary action as well as legal consequences. **UNLV Housing & Residential Life has implemented a ZERO TOLERANCE POLICY in relation to these types of offenses. Allegations that can be substantiated will result in residence hall contract termination plus liquidated damages for the involved resident.**

### **Fire Alarms**

Smoke detectors, fire extinguishers, alarm pull stations, and fire alarm horns are there for resident safety in case of fire. Covering or tampering with safety and emergency equipment jeopardizes everyone's safety and is strictly prohibited. Allegations of tampering with fire equipment that can be substantiated will be referred to the UNLV Office of Student Conduct. In addition, the involved residents may face UNLV Housing & Residential Life action as well as legal consequences.

### **Furniture**

Furniture in the lounges and study areas is provided for the benefit of all residents and is to remain in common areas. As outlined in your Residence and Dining Hall Contract, residents cannot move additional furniture into their rooms without permission from the UNLV Housing & Residential Life Office. Furthermore, residents agree to use common area equipment carefully and properly. Removal of lounge furniture from its original location is considered theft, and residents found in violation of this policy may be referred to the UNLV Housing & Residential Life Disciplinary System as well as the University Disciplinary System. In addition, residents are responsible for common area furniture damage and costs associated with moving the furniture back to its original location. Missing furniture may be recovered through announced room inspections.

### **Quiet Hours**

All residential communities will have the opportunity to establish "Quiet Hours" during one of their first two floor meetings; residents will be able to revisit quiet hours during floor meetings if revisions are desired. "Study Intensive" environments have 24-hour "Quiet Hours". During quiet hours, residents are responsible for maintaining a level of quiet such that sound, electronic or otherwise, shall not be heard outside the confines of their room. Failure to abide by listed or selected quiet hours can result in judicial action and potential removal for repeated offenses or a community response.

### **Courtesy Hours**

When quiet hours are not in effect, all of our communities have courtesy hours. During courtesy hours, residents are expected to maintain a level of quiet such that they are not disrupting others. Residents are expected to confront others if they are being disrupted; residents are also expected to respond to others' noise complaints by reducing the level of noise. Resident assistants or the community may mediate disputes involving courtesy hours.

### **Guests**

Residents may invite guests into their residence halls, understanding that the host resident must escort the guest whenever he/she is in the building. **Guests must adhere to all university rules and residence hall policies and procedures and the hosting resident is responsible for his/her guests' actions.** It is the responsibility of the host to inform the guest of these rules. The host can be held financially responsible for the actions of the guest as well as face disciplinary action for the guest's behavior. In cases of misconduct, the guest may be removed from the residence hall and prohibited from returning. Roommates will determine when guests may visit the room (*mediation by staff will occur if consensus can not be reached*). Overnight visitation is allowed for no more than 3 days per month, with the approval of the roommate.

Residents of one residence hall are considered guests in all other residence halls and, therefore, must adhere to guest procedures.

### **Lost Keys/RebelCard**

The safety of the residence halls is a primary concern for the UNLV Housing & Residential Life staff. Access to the residence halls is restricted in an effort to increase resident safety. Room access cards (your Rebel Card) provide access to residence hall rooms. A lost access card can provide a nonresident with access to a building community and room if the card is not reported missing. **It is very important that lost room cards be reported immediately to the Complex Office so that security can be maintained.** When reporting a lost card, your card's access will be revoked to ensure your room security.

If you lose your mailbox key, please report it lost immediately so a replacement can be ordered. Mail must be delivered through the mailbox, so the longer you wait to report the lost key, the longer you will have to wait for your mail. You are financially responsible for lock changes and replacements if keys are lost, stolen, or damaged.

### **Lounge and Common Area Use**

Lounges and study areas are provided for the benefit of all residents. They are available for residents to use to hang out with friends, as meeting space, to watch TV, to study, or to play games. **Due to the potential of personal injury, property damage, and noise, corridors and lounges are not to be used for sporting events or horseplay.** Since lounges cannot be locked like room doors, residents or guests may not sleep in the lounges unless it is in conjunction with an official hall-sponsored event. **Alcohol and smoking are not permitted in common areas. Furniture should not be removed from the lounges to be relocated to a resident's room, another floor, or outside of the building.** Unapproved banners or displays may not be hung or affixed to the outside of a building or in interior public areas.

### **Meal Plan Changes**

You can change your meal plan during the third week of classes each semester (due to the brevity of summer terms, we do not offer a meal plan change week). A processing fee will be charged to change the meal plan. Meal Plan Change Forms are available at the UNLV Housing & Residential Life Office. No changes will be permitted after the third Friday of classes. The three-week time frame allows you time to carefully consider your dietary needs and make a change in your meal plan. In order to request a change, go to the UNLV Housing & Residential Life Office in Tonopah North.

### **Meningitis Vaccination Requirement**

In addition to the immunizations required for all UNLV students, state regulations require freshmen under 23 years of age to have an immunization for *Neisseria meningitidis* in order to reside in an on-Housing & Residential Life facility. Students must provide proof of the *Neisseria meningitidis* vaccine directly to the Office of Housing & Residential Life.

### **Pets**

Safety and sanitary considerations prohibit the presence of pets in the residence halls. Except for fish, pets are prohibited from being inside residence halls. If a pet is found in the building, the responsible resident(s) will be asked to remove the pet within 24 hours. If the pet is not removed within the given time period, the residential life coordinator may have the pet removed. In addition, the responsible resident(s) will be charged for cleaning and any damages that were caused by the pet during its stay in the residence halls. Requests for service animals in the residence halls must be processed through the Disability Resource Center.

### **Room Changes**

You may request a room change during the third week of classes each semester. In order to request a room change, first discuss your request with your RA then obtain a Room Change Request Form. Complete the form and return it to your Complex Office. You may need to schedule an appointment to meet with your Residential Life Coordinator to discuss your request. The nature of your request (that is, how restrictive you are in terms of where you want to live) and the number of room vacancies will

determine how quickly your request can be honored. During periods of full occupancy, only mutual “room swaps” can be approved. Residents who change rooms without written permission will be required to move back to their original rooms and follow the proper room change procedures.

### **Telecommunications Policies**

**You may not accept collect calls to your room nor may you bill calls to your room from other locations.** If you accept a collect call or bill a call to your room from another location, a service fee will be added to the cost of the call. **Residents of a room are responsible for all calls that occur from that room.**

### **Weapons**

The UNLV Dangerous Weapon Policy states: “Dangerous weapons will not be permitted on campus without the express written approval of the university director of Public Safety. This policy shall apply to all persons on the campus of the University of Nevada, Las Vegas, except law enforcement officers in the performance of their duties.” The residence halls are on the university campus and, therefore, dangerous weapons as defined by Nevada Revised Statutes (NRS) 202.350 are not permitted in the residence halls. Residents found in possession of firearms or weapons of any type (real or facsimile) will be subject to UNLV Housing & Residential Life and university disciplinary action.

### **Residence and Dining Hall Contract**

All UNLV Housing & Residential Life residents have signed and agreed to the terms and conditions of the Residence and Dining Hall Contract for the entire academic year. Students who have housing contracts are expected to honor the provisions of those contracts to the fullest while living on campus. Be sure to read your contract and all of its terms and conditions carefully so that you will know what is expected of you.

### **Contract Duration**

As stated in your contract, “the Residence and Dining Hall Contract is effective for the **full academic year, fall and spring semester**, or for such portion of the academic year as may remain at the time this contract is signed. The contract is binding on the university and on the resident for the entire term of contract and cannot be terminated except under the conditions cited in the contract.”

### **Contract Release**

For information and conditions for contract releases, terminations, cancellations, and refunds, please refer to your Residence and Dining Hall Contract or contact the UNLV Housing & Residential Life Office. The Assistant Director of Housing Administration must approve all contract adjustments. A resident who moves out of a residence hall during the term of contract **WITHOUT** a release from contract obligations and remains enrolled at the university continues to be liable for residence hall room and board fees, which will accrue against his/her account whether or not services are taken.

### **Student Conduct Code**

The Board of Regents has defined the behavioral expectations for students as well as the procedures to be used when violations of these expectations occur. The code can be thought of as the university rules and disciplinary procedures. Please become familiar with the code so that you are aware of the rules that apply to you while living on campus. You may view the Student Conduct Code at [studentlife.unlv.edu/judicial/index.html](http://studentlife.unlv.edu/judicial/index.html)



## **UNLV Housing & Residential Life Network and Computer Lab Use Policies**

### **General:**

Housing & Residential Life network connections (Student Affairs Technology), labs, and equipment are for use by residents of UNLV Housing & Residential Life **only**.

Housing & Residential Life network connections, labs and equipment are for academic use only. Any other use, Commercial or otherwise, is prohibited.

Residents shall not change hardware or software configuration of Housing & Residential Life equipment. To request any change, including software installation or reconfiguration, contact the Student Affairs Technology Help Desk at x1994.

Residents shall not disrupt or offend others, including but not limited to: viewing pornographic images or images of a sexual nature or images involving sexual activity in the computer labs or other public place.

Residents shall not use Student Affairs Technology Help Desk in a manner that intentionally or negligently disrupts normal network use and service. Such disruption includes, but is not limited to, the intentional or negligent propagation of computer viruses; sending offensive messages; knowingly causing a system crash; or denying reasonable use of Housing & Residential Life network and computer resources to others; the violation of others personal privacy; and the unauthorized access to protected and/or private network resources.

Residents shall not violate the legal protection provided by copyrights, licenses, or other legal means. They shall not make copies of any licensed or copyrighted computer program found on any Housing & Residential Life or other UNLV computer or storage device. They shall not share with others: messages, information, or data that is private, licensed, proprietary, or covered by non-disclosure agreements.

Residents are responsible for any printing to Housing & Residential Life printers from their account, computer, or room network connection. Residents are responsible for the print charges generated by that printing.

*The University and Community College System of Nevada CODE* sections covering computer and network usage shall be followed. Copies of the relevant sections may be obtained by calling 702-895-4585.

### **Network Connections:**

Housing & Residential Life network connections are provided for client use only. Servers are not permitted. Servers include any device that offers services over the network or that allows incoming network connections.

Housing & Residential Life network connections are a shared resource. Residents shall limit the network traffic to and from their computer to an amount that allows others reasonable use of the

network. For example, a user should refrain from long term, continuous downloading of media files, applications, or other large files.

Residents shall keep a working anti-virus program installed, keep their anti-virus definitions current, and keep the critical system updates current.

UNLV reserves air rights on campus for the 2.4Ghz and 5Ghz wireless frequencies; written permission from the Student Life Technology Help Desk must be obtained before installing such a device in the residence halls.

### **Lab Use:**

No food or drink in the labs.

Residents must have their UNLV identification card with them to use any Housing & Residential Life computer lab.

All computer labs and equipment are to be used in the following priority:

1. **Academic uses (papers, projects, E-mail, Internet Browsing, etc.).**
2. Internet entertainment (e.g. non-academic Web browsing, personal E-mail, games, IRC etc.).

Housing & Residential Life labs and equipment may not be used by campus organizations for any group activities (e.g. flyer design, newsletters, or finance).

To prevent damage to the printers, only the paper purchased by Housing & Residential Life may be used in the Housing & Residential Life computer lab printers.

Residents found in violation of these policies; or any federal, state or local law; will be asked to leave the labs and/or may lose network connection privileges; and may be subject to disciplinary action and/or prosecution.

### **Copyright Policies and File Sharing**

#### **IMPORTANT NOTICE REGARDING COPYRIGHT INFRINGEMENT**

The University has recently received a large number of formal complaints regarding use of the University's network to download or upload copyrighted materials, including copyrighted videos, music, software and written material. The University is required to take these complaints very seriously, and to take steps to address any infringing activity. Failure to do so can potentially result in liability for the University itself. Additionally, any person using his or her University on-line access privileges to engage in the downloading, uploading, or other unauthorized distribution of copyrighted materials is potentially at risk of becoming the target of a legal action for copyright infringement, in addition to any University imposed sanctions.

The Housing & Residential Life copyright policy states "Residents shall not violate the legal protection provided by copyrights, licenses, or other legal means. They shall not make copies of any licensed or copyrighted computer program found on any Housing & Residential Life or other UNLV computer or storage device. They shall not share with others: messages, information, or data that is private, licensed, proprietary, or covered by non-disclosure agreements." This includes but is not limited to video, music, software or any written material that you have not obtained permission to distribute.

When the University receives a complaint that implicates a student, sanctions may include immediate referral to UNLV Student Judicial Affairs for disciplinary action under the UNLV Student Code of

Conduct. Disciplinary sanctions imposed can include a requirement that the infringing material be removed and not further distributed, termination of on-line access privileges, educational projects, probation or others. Additional complaints may result in even more serious sanctions.

If you are currently using software that allows you to download or share material over the internet, only items you have permission to share may be shared or the sharing function must be disabled. Anytime peer to peer software is installed or updated it needs to be checked to make sure sharing functions are disabled for items you do not have permission to distribute.

**To comply with these rules, you must complete the following steps as appropriate:**

- Remove all copies of copyright protected files that you do not legally possess.
- Deny access to other people for those copyright protected files that you legally possess but do not have the right or permission to distribute (i.e. make them available for downloading).
- Disable file sharing access to your computer.
- Remove file sharing programs from your computer.

**Directions for turning P2P sharing off:**

[http://security.uchicago.edu/peer-to-peer/no\\_fileshare.shtml](http://security.uchicago.edu/peer-to-peer/no_fileshare.shtml)

**If you downloaded a P2P program and now want to get rid of it:**

**Microsoft Windows:**

If a program has an "uninstaller" you should try to use that first. Some applications install "spyware" that will cause your computer to not access the Internet if they are removed by Add/Remove. Otherwise, open the Control Panel, select Add/Remove software, locate the program to be removed, e.g. Napster, select that icon and click on "remove."

**Apple Macintosh:**

Locate the folder for the program, drag it to the trashcan, and then select "Special | Empty Trash".

**Linux:**

Locate and delete the binaries and the source code, if available.

Please use your University on-line access privileges responsibly. Remember, copyright infringement is illegal and can result in serious civil and criminal sanctions, as well as serious University disciplinary sanctions.

**Residence and Dining Hall Contract**  
**Terms & Conditions for the 2009-2010 Academic Year**

Nature of Contract

1. Contract Offer

A. The delivery of this Contract by the University of Nevada, Las Vegas Housing & Residential Life Office, to the student named, constitutes an offer of accommodations and services in the University's residence halls.

B. This offer is contingent upon its acceptance and return by the response date specified, or until there is no space available within the University's residence halls.

2. Contract Execution

A. This Residence and Dining Hall Contract is duly executed when:

1) The named student signs the Contract.

2) The named student submits the signed Contract to the UNLV Housing & Residential Life Office with the appropriate fee as described below.

B. Each student must remit a nonrefundable \$125 Space Reservation Fee when submitting the Residence and Dining Hall Contract. These fees cannot be waived and cannot be paid with financial aid.

C. UNLV Housing & Residential Life reserves the right to execute a contract with a student should the student meet the requirements of the Freshman On-Housing & Residential Life Regulation and is enrolled in more than six credit hours and has not submitted a Residence and Dining Hall Contract.

3. Contract Parties

A. This Contract is between the University of Nevada, Las Vegas, hereinafter referred to as the "University," on behalf of the UNLV Housing & Residential Life Office, and the person, hereinafter referred to as the "Resident," whose signature appears on the Contract. This Contract is not transferable.

4. Eligibility

A. Any unmarried person or married person living away from spouse and/or children who has been admitted to or has enrolled in the University as a regular, full-time student is eligible to enter into this Residence and Dining Hall Contract with the University.

B. Exception to the regular, full-time student status may be provided if in consultation with Student Financial Aid and Scholarships and/or the Disability Resource Center it is determined that the student requires special accommodations.

C. In addition to the immunizations required for all UNLV students, state regulations require freshmen under 23 years of age to have an immunization for Neisseria meningitidis in order to reside in an on-Housing & Residential Life facility. Students must provide proof of the Neisseria meningitidis vaccine directly to the Office of Housing & Residential Life.

5. Contract Duration

A. This Residence and Dining Hall Contract is effective for the full academic year, Fall and Spring semesters, or for such portion of the academic year as may remain at the time this Contract is signed. This Contract is binding on the University and on the Resident for the entire Term of Contract and cannot be terminated except under conditions cited in this Contract.

B. Summer Session requires a separate contractual agreement and is for that session only.

6. Services Period

A. The University agrees to furnish to the Resident a space in the Residence Halls, hereinafter referred to as "room," and to grant the Resident the use of the facilities of the residence hall. The University agrees to supply a food service ID (via the Resident's RebelCard), which grants the Resident the appropriate number of meals in a dining facility at times when classes and final exams are being held. These dates are further specified in the Services Calendar.

B. Neither room accommodations nor meal service is provided during periods between Fall and Spring semesters. Room accommodations and meal service are provided during Thanksgiving and spring break recesses.

C. The University agrees that the Resident, at his/her own risk, may leave or store personal property in the residence hall during the semester recess but not during the summer period between Spring and Fall semesters.

7. Nondiscrimination

A. The University agrees to offer residence hall space to eligible students without discrimination based on race, color, creed, religion, national origin, gender, sexual orientation, age, or handicap and commits itself to promote equal opportunity for all in the University residence and dining halls.

B. Transgender Student Policy. Some students who identify as transgender may be in transition. It is the intention of Housing & Residential Life to make room assignments based on how the student identifies his/her gender at the time of application. Please contact Housing & Residential Life for additional information on housing for transgender students.

8. Assignments

A. The University agrees to consider the information and preferences indicated in the Assignment Preferences section on the Residence and Dining Hall Contract. However, no guarantee of a specific assignment is offered, implied, or made hereby.

B. The University agrees not to alter the Resident's assignment, once made, except for disciplinary reasons, catastrophe, closing of facility, consolidation of vacancies, compliance with ADA regulations, unavailability of space, unpaid Residence Hall fees, or at the request of the Resident.

C. The University reserves the right to consolidate vacancies.

9. Furnishings

A. The University agrees to provide the Resident with the following room furniture and furnishings: one (1) single bed, one (1) mattress, one (1) desk and chair, and clothing storage space. Two (2) wastepaper baskets will be provided for each room. Curtains or blinds will be provided for room windows.

10. Utilities

A. The University agrees to provide reasonable heat, air conditioning, water, electricity, plumbing, and waste disposal consistent with University policies during the Contract services period.

B. The University agrees to provide basic telephone service in the assigned room and to include the monthly local service charge in the semester Residence Hall fees.

11. Sanitation

A. The University agrees to provide working plumbing services and to provide for trash removal from areas as specified by the Office of Housing & Residential Life.

B. The University agrees to assist residents with cleaning services for hallways, common lounges, and common restrooms. The Resident is responsible for regular cleaning of his/her room and bathroom.

C. The University agrees to provide laundry machines and dryers in each group of residence halls.

12. Repairs

A. The University agrees to make all repairs and perform maintenance in the residence hall and the Resident's room through its authorized personnel. Repairs will be made to the room and University furnishings upon request or in accordance with routine schedules.

13. Room Entry and Inspections

A. The University affirms its respect for each Resident's right to privacy in his/her room and agrees to give reasonable notice prior to making inspections for damage and cleanliness.

B. The University regards room entry for purposes of improvements, maintenance, cleaning, recovery of unauthorized University-owned property, and fire and safety as necessary for the health and general welfare of all residents; therefore entry is agreed to and authorized by the Resident.

C. The University and Resident agree that entry and search of rooms by University or law enforcement officials for purposes of discovering violations of University regulations or local, state, or federal law will be consistent with state and federal laws.

D. Except as indicated in this section, the University agrees that entry without notice will be made only in emergencies to protect or ensure protection of life, limb, or property.

14. Fee and Service Changes

A. The University reserves the right to change fee rates and discontinue facilities and services not expressly agreed in this contract.

15. Liability

A. The University does not assume responsibility for any Resident's or other person's loss of money or valuables or for loss of or damage to property, or injuries sustained on the premises.

B. The University recommends that the Resident contact his/her local insurance carrier concerning the availability of protection against such losses. Student health and accident insurance is available from the Student Health Center on campus.

Resident Obligations

16. Enrolled Status

A. The Resident agrees to become and remain enrolled as determined by his/her admission classification for each academic semester within the period of this Contract and to report to the Office of Housing & Residential Life any failure or inability to register for classes on or before the opening of the residence halls for occupancy each semester.

B. The University agrees that the Resident does not automatically lose eligibility for living in residence halls when dropping to less than full-time credit hours as determined by his/her admission classification for any one semester within the Term of this Contract. Eligibility will continue as long as the resident maintains his/her enrollment.

D. The Resident agrees to vacate the assigned residence hall space and check out at the hall office within 48 hours after loss of status as an enrolled student. If the Resident fails to vacate within the 48 hours, the University may take possession of the assigned space, change the locks to that room/suite and mailbox(es), and charge all costs associated with that change to the Resident.

17. Fees and Payments

A. The Resident agrees to pay residence and dining hall fees for residence hall accommodations and services according to the current residence and dining hall "Fees and Payment Dates".

B. The Resident agrees that any deviation from the established schedule of payment must be approved by the Office of Housing & Residential Life in advance of payment due date.

C. The Resident agrees to pay a late payment penalty after any due date according to the Housing & Residential Life late payment penalty schedule. The late payment penalty for residence halls fees is assessed IN ADDITION to any penalty assessed for late payment of tuition fees.

D. The Resident agrees that failure to make payments as prescribed does not relieve the Resident of Contract obligations and understands that nonpayment may result in denial of residence hall services, in cancellation of current student enrollment, and in denial of subsequent University registration until the amounts due are paid. Delinquent accounts may be turned over to a collection agency. In such cases, the Resident will be liable for all collection fees.

E. The Resident agrees to pay the activity fee assessed by Residence Hall Association and collected with Residence Hall fees on behalf of Residence Hall Association.

F. Any Resident enrolled and failing to check in while this Contract is in effect will continue to have Residence Hall fees charged against his/her account.

18. Food Service

A. The Resident agrees that the meal options choice is binding for the entire Term of Contract (academic year or the remainder thereof) EXCEPT THAT:

1. The Resident may change his/her meal plan only one time per semester, during the third week of the semester only. The request is to be made no later than the third Friday of classes. After that time, no change may be made for that semester. This

change will become effective at the beginning of the following week. Any additional fee or refund that may be due will be calculated based on the effective date of the change.

2. The Resident agrees to pay a processing fee to change the meal plan.

4. Dining Dollar amounts will be adjusted depending on the meal plan change.

B. The Resident agrees to obtain his/her RebelCard and to present it to gain access to each authorized meal.

C. Unused meals will not be reimbursed.

D. Meals from an individual resident's meal plan may not be transferred to another individual resident's meal plan.

E. The Resident agrees to report a lost RebelCard and to purchase a replacement card prior to the next meal service. Meals charged against an unreported lost meal card will not be reimbursed.

F. The Resident is required to select a meal plan as no cooking is allowed in the residence halls, including residence rooms.

#### 19. Assignments

A. The Resident agrees to provide the University with the information and preferences requested in the General Data and Assignment Preference section of the Residence and Dining Hall Contract for the purpose of hall, room, and roommate assignment.

B. The Resident agrees to officially check in at the assigned residence hall each semester and to accept the assigned space.

C. The Resident agrees to observe the hall/room change procedures established by the University and to have prior written approval from the Housing & Residential Life Office before making a change of hall and/or room assignment.

D. If a vacancy occurs in the assigned room, the remaining Resident(s) agree to accept other roommates as assigned.

E. The Resident agrees that, should he/she fail to occupy the assigned room by noon of the first class day each semester, the Resident's assignment to a particular room (or suite) may be forfeited unless she/he has requested the Housing & Residential Life Office to retain the assignment. In such a forfeiture of assigned space, the Resident agrees to accept other available residence hall accommodations.

F. The Resident agrees that upon acceptance to a special living area, she/he will participate in the program requirements or move to another room upon University request.

#### 20. Care of Facilities

A. The Resident agrees to be directly and financially responsible for keeping the assigned room and its furnishings clean and free from damage, reasonable wear and tear excepted, to cooperate with roommates in the common protection of property and in maintenance of the living space, and to promptly advise the University of any deteriorating conditions of the room or its furnishings so timely repairs can be made.

B. The Resident agrees not to modify or cause or allow the modification of the assigned room or other parts of the building except as expressly permitted in writing by the Office of Housing & Residential Life. The Resident agrees not to paint, move in additional furniture, or install non-university approved lofts.

C. The Resident agrees to pay actual charges when assessed for room damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which the Resident is responsible or to pay an equal portion of charges assessed to all occupants of a room when those persons responsible fail to assume responsibility for the charges.

D. The Resident agrees to use common areas, residential corridor and rooms, and equipment and furnishings in a careful and proper manner, to contribute to the orderliness and cleanliness of all areas, to cooperate in the common protection of property, and to promptly advise the University of any deteriorated or hazardous conditions so timely repairs can be made. The Resident agrees to pay actual charges when assessed for public area damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which all residents are responsible or to pay an equal portion of charges assessed to all

residents of the building when those persons responsible fail to assume responsibility for the charges.

E. The Resident agrees to be responsible for the key/cardkey to his/her assigned building, room, or suite, not to have the key duplicated, not to transfer use of the key, and to (if applicable) surrender the key at the end of each semester upon check out for the recess period.

F. The use and/or storage of scooters, motorized scooters, roller skates, bicycles, skateboards, or other wheeled transportation devices by nondisabled students on or adjacent to Housing & Residential Life property is prohibited. The Resident agrees to pay actual charges when assessed for damage caused by the use of such items.

## 21. Behavior and Conduct

A. The Resident agrees to become aware of and observe all published rules affecting his/her status with the University, including, without limitation, the Housing & Residential Life Terms & Conditions, Guide to Community Living, UNLV Student Handbook, Student Code of Conduct, and Rules and Disciplinary Procedures for members of the University community, and posted residence halls rules established by University officials and/or residence hall student governing bodies.

B. The Resident agrees storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away controlled substances as defined by the Nevada Revised Statutes is a violation of the UNLV Student Conduct Code. The student may face University disciplinary action as well as legal consequences. UNLV Housing & Residential Life has implemented a zero tolerance policy in relation to these types of offenses. Allegations that can be substantiated will result in residence hall contract termination plus liquidated damages for the involved resident.

C. The Resident agrees to conduct him/herself in such a manner as to allow others the quiet enjoyment of the residence halls and dining commons. The Resident agrees to avoid causing excessive noise and/or disruptive behavior and understands that she/he may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.

D. The resident agrees that behavior that interferes with the quiet enjoyment of the premises by other residents, behavior that attempts to force another resident to move from their space, and/or behavior that discriminates against another resident, particularly roommates, suitemates and newly assigned residents, will be considered by the University to be sufficient grounds for reassignment and disciplinary action.

E. To ensure the quiet enjoyment of the residence halls, the resident agrees to abide by established quiet hours and courtesy hours, which may vary from floor to floor.

During quiet hours, within reason, noise is restricted to the occupant's room such that the Resident agrees that noise from conversation, electronic devices, musical instruments, and the like will not be heard outside of the room. Residents on Study- Intensive floors agree to a 24-hour quiet hours policy.

F. The Resident agrees to membership in the respective student governing bodies of the residence hall to which the Resident is assigned, including all rights, privileges, and responsibilities of such membership.

G. The Resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by persons not assigned to that space.

H. The Resident agrees that use of the assigned room or any part of residence halls and dining facilities to advertise, sell, solicit, or conduct a business by any other person is prohibited, except as authorized in writing by the UNLV Housing & Residential Life Office.

I. Harassment is any verbal, visual, electronic, or physical conduct that is sufficiently severe, persistent, or pervasive that it adversely affects, or has the purpose or logical consequence of interfering with, any student's educational program or creates an intimidating, hostile, or offensive environment within the University community. Harassing any person because of race, ethnicity, religion, gender, sexual orientation, age, creed, national origin, disability, veteran status, or on any other basis will not be tolerated. Violations of this policy may result in

disciplinary action as outlined in the Student Code of Conduct and Rules and Disciplinary Procedures for the members of the university community.

J. All spaces, including resident rooms, balconies and entry ways, within Housing & Residential Life are designated nonsmoking areas. Violations of this policy may result in disciplinary action as outlined in the Student Code of Conduct.

K. Residents are responsible for choices they make. In the presence of a policy violation, you may attempt to stop the violation, contact residential staff, and/or immediately remove yourself from the situation and the vicinity of the violation. If you choose to remain at the scene of a policy violation, you will be included on the incident report and may also be held accountable for a policy violation.

## 22. Breach of Contract

A. The Resident agrees that breach of Contract exists when it is determined by an appropriate University official or judicial body that a violation of provisions of this Contract or of rules and regulations of the University has occurred.

B. The Resident agrees that the University reserves the right to reassign or remove from the Residence Halls, residents who, by their behavior, have exhibited disregard for the residential community and/or the specific living area environment, the Terms and Conditions of this Contract, or University rules and regulations.

C. The Resident understands that breach of Contract may also result in assessment of liquidated damages in the amount of 75 percent of the contract rate for the remaining Term of the Contract.

D. The Resident agrees that the University reserves the right to *temporarily* reassign or remove from the residence halls residents who, by their behavior, have exhibited disregard for the residential community and/or the specific living area, the Terms and Conditions of this Contract, or University rules and regulations.

## Mutual Provisions

### 23. Withdrawal from the University and Contract Inactivation

A. The parties agree that this Contract may be inactivated under the conditions listed below. Written documentation and request must be given to and approved by the UNLV Housing & Residential Life Office.

1. Withdrawal from the University after paying fees but before classes begin;
2. Nonattendance or non enrollment;
3. Affiliation with special University programs away from the metropolitan area for the entire semester;
4. Academic dismissal;
5. Graduation from the University of Nevada, Las Vegas;
6. Marriage occurring during the term of the contract (original marriage certificate required);
7. Change in medical status sufficient to prohibit adequate functioning within the residence hall or that would be intensified within the residence hall after reasonable adjustments in assignment, access, or other modification. Pre-existing conditions that may become the basis for a request for release must be identified when the Contract is submitted.
8. Change, of an involuntary nature, in financial status sufficient to prohibit enrollment after consideration of financial aid, employment, and other reasonable adjustments in expenses and payment options. Federal financial aid criteria and regulations for determining financial need and family contribution will apply.

B. The Resident whose Contract is inactivated during the semester must visit the UNLV Housing & Residential Life Office to arrange for departure and/or for any refund due (Section 29). The Resident must remove all personal belongings and officially check out at his/her residence hall office within 48 hours of the Contract inactivation or of withdrawal from the University. If the Resident fails to vacate within 48 hours, the University may take possession

of the assigned space, change the locks to that room/suite and mailbox, and charge all costs associated with that change to the Resident.

C. After this Contract has been inactivated, if the Resident becomes enrolled full time during the Term of Contract, the Resident agrees to fulfill any balance of the term with the University.

#### 24. Contract Buyout

A. Residents may obtain relief from the obligations of the Contract upon payment of the formulated costs of 75 percent of the remainder of the Contract base rate for the full Term of Contract.

#### 25. Release From Contract Obligations

A. Authority for release from any Contract obligations as outlined in Sections 23, 24, 25, and 28 is held solely and exclusively by the UNLV Housing & Residential Life Office.

B. Release from Contract obligations is not given after the beginning date of the Term of Contract other than as outlined in Sections 23, 24, 25, and 28. The University assumes that the person signing this Contract has reviewed his/her financial resources and medical, religious, dietary, and other needs prior to signing this Contract.

C. The Resident who moves out of a residence hall during the Term of Contract WITHOUT a release from Contract obligations and remains enrolled continues to be liable for residence hall room and board fees, which will accrue against his/her account whether or not services are taken.

#### 27. Contract Termination

A. The Resident agrees that the University may terminate this Contract upon breach hereof. In the event of termination, the University may take possession of the assigned space within 48 hours after the Contract has been terminated. If the Resident fails to vacate the space within 48 hours, the University may change the locks to the room/suite and mailbox and charge all costs associated with that change to the Resident.

B. The Resident understands that the University may terminate this Contract if the Resident has unpaid fees or charges, current or previous, with the UNLV Housing & Residential Life Office or if the Resident was ineligible for a Contract offer for any reason.

#### 28. Contract Cancellation

A. Residents may cancel this Contract prior to the first semester of occupancy with written notice by the following dates:

1. For the Fall Semester, to receive full refund of the 50 percent room and board Payment, notice of cancellation must be postmarked by August 3, 2009. After this date, \$500 of the first room and board Payment will be forfeited.

4. For Spring Semester (**new residents only**), to receive full refund of the 50 percent room and board Payment, notice of cancellation must be postmarked by January 4, 2010. After this date, \$500 of the first room and board Payment will be forfeited.

B. Written notice of cancellation must be made to the Office of Housing & Residential Life. Notification by other means, including telephone calls, or to other University offices will not be accepted and will not constitute cancellation.

C. The Resident agrees to the Terms and Conditions of the Contract until written approval is given to his/her request for Contract cancellation.

#### 29. Refunds

A. The space reservation fee is completely nonrefundable.

B. All fees paid for Residence Hall occupancy will be refunded (with the exception of the \$125 space reservation fee) if the student cancels the Contract before the dates listed in Section 28. In the event the student does not cancel the contract, does not attend the University, and does not occupy the assigned residence hall space, the room and board fees paid will be refunded.

D. In the event the Resident does not attend the University, prepaid early arrival fees will not be refunded.

E. Termination of this Contract as the result of disciplinary action will result in forfeiture of residence and dining hall fees.

F. If space is not available due to maximum occupancy the space reservation fee will be refunded in full.