

**Freshman Residence Halls  
Marshall University  
RULES AND REGULATIONS  
2009 - 2010 ACADEMIC YEAR**

These Rules and Regulations are incorporated by reference and made a part of the Housing Contract between Agent and Resident. The Rules and Regulations have been adopted for the purpose of preserving the welfare, safety and convenience of all residents in the Freshman Residence Halls at Marshall University for the purpose of making a fair distribution of services and facilities for all residents, and for the purpose of preserving the property from abusive treatment. Resident shall also use and occupy the Premises and the Project in compliance with the Housing Contract, Resident Handbook, Marshall University Student Code of Conduct and Marshall University Board of Governors Standards. All persons will be treated fairly and equally without regard to race, color, religion, sex, family status, disability, national origin, or source of income.

**Terms to Note**

- “Agent” refers to the Freshman Residence Halls residential life and housing staff.
- “Resident” refers to Marshall University students residing in the Freshman Residence Halls.

**Resident Responsibilities**

As a member of the residential community, you have an obligation to that community and to the preservation of individual rights. You must balance your needs and desires with the rights of others. As a result, some actions may be found to be unacceptable because they interfere with the rights of other residents. Within the residence hall community, you are expected to adhere to the following principles:

- Consider the rights of other residents at all times. Your actions should not interfere with the rights of another. In addition, your actions should not interfere with the university’s attempt to manage and maintain an educational environment within the residence hall system.
- Share equal responsibility for adhering to and enforcing community expectations. Each student is equally involved in developing his/her floor’s community. Not only are you expected to not do anything that disrupts your community, you also are expected to assist in maintaining the standards of your community. You should report disruptions in order to maintain such standards.
- Be responsible for your own actions and those of your guests. You must accept any consequences associated with a violation of residence hall policies, the Marshall Student Code of Conduct, and applicable laws.

**Safety and Security Resident Responsibilities**

To create a safe, secure campus, residents are expected to share the responsibility for their own personal safety as well as the security of the residential community. Therefore, residents are expected to:

- Not permit entrance to non-residents and/or unescorted guests;
- Report suspicious activity, such as vandalism or trespassing, to MU Police or residence hall staff;
- Keep windows closed and locked, with screens in place;
- Not tamper with safety and security equipment, as it may result in a fine up to \$500;
- Lock room doors at all times;
- Not duplicate their room or building keys and never loan their keys to others;
- Report lost keys immediately so room lock changes can be made, if necessary;
- Refrain from propping open building doors (interior and exterior);
- Secure personal property such as bikes, cars, jewelry, cash, or electronic equipment;
- Remove opportunities for crime by being informed, alert, and conscientious community members;
- Read, understand, and abide by the Resident Handbook received at Move-In;
- Cooperate with University and police officials during investigations of suspicious activity or criminal incidents;
- Consider fire/theft insurance, either through their family’s homeowners insurance or renter’s insurance.



1. **Check-in and Checkout Procedures.** All Residents must check in with residence hall staff to obtain key(s). A Room Condition Report, incorporated herein by reference, will be provided to the Resident at check-in. The Room Condition Report should be completed by Resident immediately preceding Resident taking possession at check in, noting any damage to the Premises existing at the time of delivery, whether or not Agent agrees to repair or remedy same, and submitted to the Agent's office within forty-eight (48) hours of Resident taking possession of the Premises. Resident's failure to turn in the Room Condition Form grants Agent permission to assume no damage was found to the Premises.

At check out, Resident may request to attend Agent's inspection of the Unit by making an appointment at the Agent's Office. Agent shall inspect the Premises upon Resident's surrendering possession thereof at the termination of this Housing Contract and note the condition of the Premises, including all furnishings and fixtures therein, and any damage done thereto which is deemed by Agent to have arisen during Resident's occupancy and use of the Premises. Resident shall surrender possession of the Premises in a clean and sanitary condition. Failure to complete proper check out procedures will result in the assessment of a minimum administrative charge of \$75.00.

2. **Solicitation.** Solicitation and/or canvassing of any kind, without the prior consent of the Agent, will not be permitted in the Building or about the Property. Resident is prohibited from causing the distribution of handbills, circulars, advertisements, papers, or other items which, if discarded, would cause litter in the Premises, the common areas of the Building or Premises, the grounds of the Buildings, or under the doors of Units.
3. **Maintenance and Care.** Resident shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the Building, Unit, Premises, or anywhere on the Property. Resident shall not install or modify any fixtures. Resident shall not lay contact paper on any shelves or walls and agrees to use a minimum of small tacks and/or brads to hang personal effects on walls. Resident shall not paint or wallpaper the Unit or any fixtures. Resident acknowledges acceptance of the Unit and the Premises in its present condition, and agrees to maintain and return same to the Agent at the termination of this Housing Contract in as good condition as when taken, reasonable wear and tear excepted.

Resident, at his/her own expense, shall keep the Unit and Premises clean and fit for habitation and shall be responsible for all damage to the Unit and Premises, including but not limited to furnishings, walls, floor, carpet, ceiling, screens, sprinkler system, plumbing, air conditioning, and ventilation systems. This includes damages resulting from Resident's negligence, as well as that of Resident's guest(s) or invitees, regardless of whether the neglect was an affirmative act which caused the damage or failure to act in order to prevent damage.

Damage to the common areas will be assessed to a specific Resident if the Resident or the Resident's guest has been identified in a manner approved by Agent as the responsible party. Failing such identification, damages to the common areas may be split evenly amongst all residents with access to the common area.

Resident shall deposit all refuse into the receptacles/dumpsters or designated trash depository areas. Under no circumstances are Residents to leave refuse in cartons or otherwise outside the designated trash area, including, hallways, lounges, study areas, lobbies, or other areas of the Building, Unit or Premises. Resident is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests in designated areas.

4. **Fire or Other Emergency.** Resident shall give immediate notice to Agent of fire, accident, damage, and dangerous or defective conditions. Fire warning devices and safety equipment are to be used only in the case of an emergency. Upon the sounding of a fire alarm, Resident should exit the building via the nearest exit and proceed according to the instructions posted in and about the Property. Resident should not use elevators in the event of a fire alarm. Falsely reporting a fire or any other emergency, including bomb threat, falsely reporting a serious injury, or pulling a fire alarm station when no fire is evident is prohibited. Setting or fueling a fire of any size is prohibited.

Intentional sounding of an alarm outside of an emergency situation or tampering with emergency equipment will be considered a criminal offense and the person or persons responsible will be treated accordingly and may face prosecution. Tampering with smoke detectors is prohibited. Agent reserves the right to impose additional charges, penalties or sanctions for tampering with fire or life safety equipment in addition to criminal and judicial action. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of Agent or University officials, refusal to cooperate with any reasonable request by the Agent or University officials acting in performance of their duties is prohibited. Resident shall be responsible for avoidable fire



alarms initiated by Resident and/or Resident's guests. Resident understands that no reduction in rent may be given in the case of emergency evacuations.

5. **Fire Hazards.** All electrical cords, devices, appliances, lighting etc. must plug directly into the wall or plug into a surge protector which is plugged directly into an outlet. "Piggy-backing" surge protectors is prohibited. Plugging more than one surge protector into an outlet is prohibited. Residents are to distribute small appliances around the Unit. Holiday lights or string lights may not be plugged into one another continuously and should hang more than three inches from the ceiling. All decorations must be non-combustible or properly treated with fire retardant material. Decorations may not cover more than 25% of wall space and 25% of doors. Combustible material cannot be near the bulb or any part of the electrical connection/s. Decorations cannot be connected to or obstructing the operation of any smoke / heat detectors, fire sprinkler heads or pipes, or emergency lights / equipment.

The following items are prohibited due to their association with fire hazard and/or high energy use.

- Wood, charcoal, or gas stoves and barbecue grills;
- Flammable liquid;
- Gas or electric space heaters;
- Candles, incense, or other open flame devices;
- Hot plates, toaster/toaster ovens, barbecue grills, or other visible coiled cooking utensils;
- Halogen lamps and all torchier-style lamps;
- Microwaves over 600 watt usage;
- Refrigerators larger than 4.0 cubic feet;
- Neon signs.

6. **Sprinkler Heads.** Hanging objects from sprinkler heads or tampering with sprinkler heads in any way is strictly prohibited. Any damage to the sprinkler heads or ceiling tiles or water damage to any personal property which is the result of a Resident and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Resident.

7. **Hazardous Substances and Weapons.** Fire and safety regulations strictly prohibit the use, manufacture, or storage of any fireworks, explosives, flammable liquids, gasoline, gasoline cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substances which may injure others or damage property, in any Unit, hallway, or about the Premises. The storage or use of gasoline or electrical powered vehicles or engines regardless of their state or dismantlement in the residential community is likewise prohibited. Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited.

No weapons, including decorative items, of any kind are permitted in the residential community. Weapons may include, but are not limited to: knives, paint guns, air/spring/pellet guns, CO<sub>2</sub> guns, stun guns, cap guns, tasers, martial arts weapons, mace, laser pointers, tear gas, and sling shots. In the event Agent discovers that Resident is in possession of a weapon, Agent shall have the right to immediately notify University police.

8. **Conserving Energy.** Residents are encouraged to follow the Agent's effort to conserve energy by using energy wisely in their Units. Turning off lights when leaving the Unit and closing windows so air conditioning and heating processes work efficiently throughout the Premises or minimizing water waste.
9. **Smoking.** Consistent with the Marshall University residential community, the Freshman Residence Halls are a smoke-free community. Smoking in Units or the Premises, lobbies, and laundry rooms, hallways, and all other public and/or private areas within the Buildings is prohibited. Outdoor smoking is not permitted on balconies or in/within 25 feet of any entrance or exit to the Building. Cigarettes, cigarette butts, and associated packaging must be properly extinguished and disposed of in designated containers. Smoking within the unit by Resident or his/her guest will result in a twenty-five dollar (\$25) fine.
10. **Alcohol.** The consumption or possession of alcoholic beverages is prohibited in the residence halls regardless of the age of the Resident.

11. **Courtesy Hours/Quiet Study Policy** - Residents are expected to be courteous and considerate of one another 24 hours a day, seven days a week. In addition, quiet/study hours are in effect from 9:00 p.m. to 8:00 a.m.



Sunday through Thursday of each week. On Friday and Saturday quiet/study hours begin at midnight and continue until 10:00 a.m. the next day. During these hours, residents/guests will be expected to avoid creating noise, both inside and in the vicinity of the residence halls, which will disturb the residents of the building. During examination weeks, Agent may institute and enforce 24-hour quiet/study conditions.

12. **Renovation and Repair.** Agent reserves the right to reassign Resident to another premises and/or unit in the event there is a need to provide for renovation or repair of the Premises, Unit or the Building. If Agent initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to Resident and, whenever possible, advance notice will be given to Resident as to the nature and time of the work which will be done. Resident may not withhold rent payment due to renovations or repairs.

Units may also be entered during vacation and break periods to verify safety standards or to perform preventive maintenance.

13. **Pets.** The presence of any animals or pets about the Premises or Property is prohibited, with the exception of fish when all Residents in the Unit agree. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Certified service dogs are allowed with the prior notification and documentation in writing of the need for such service dog.
14. **Equipment.** Tampering with, altering or changing any safety equipment, locks, fire alarms, emergency exits, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited .
15. **Signage and Public Displays.** No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the Building without the written approval of Agent. Resident shall not erect or display any bottles, advertising or signs in the windows of the Property. Anything that can be perceived as obscene, racist, offensive, and/or directed toward an individual or group of individuals is not permitted for public display, including in windows or outside of room doors. No items may be displayed in windows in such a manner that they are visible from the exterior of the Building.
16. **Windows.** Window screens must remain permanently in place to fulfill the intended purpose and to avoid damage or loss. No window may be used as an entrance or exit except in an emergency. Participating in dropping, or throwing any object (solid or liquid) out of a window or off any balcony or landing is strictly prohibited. Residents are prohibited from installing window fans and air conditioners. Portable fans are permitted.
17. **Furniture.** Resident shall take good care of the furniture and agrees to maintain the furniture and return it to Agent at the termination of this Housing Contract in as good a condition as when taken, reasonable wear and tear expected. Resident shall not disassemble any existing furniture or fixture, and existing furniture shall not be removed from Resident's Unit. No oversized and/or heavy furniture is permitted in any unit, including, but not limited to, all types of lofts (except those provided by the Agent), wood structures, bars, waterbeds and/or other liquid-containing furniture, all of which are strictly prohibited. No furniture may be removed from public areas. The use of temporary and/or permanent hot tubs is prohibited. Cinder blocks and all other unapproved "lofting" systems are prohibited. Damage to common area furniture by Resident or his/her guests will result in charges for damages and possible disciplinary action.
18. **Keys and Locks.** Keys are the property of the Agent and must be returned at the end of Resident's occupancy. A charge of Fifty Dollars (\$50.00) will be assessed for lost unit keys. A charge of thirty Dollars (\$30.00) will be assessed for lost mailbox keys. Lost keys will result in a mandatory lock change. For keys not returned, upon termination of the Housing Contract, will result in the same fifty dollar (\$50.00) lock change fee. Resident agrees not to duplicate keys. Resident agrees not to distribute or loan keys to others. After the use of the sixth loan key, Resident will be assessed Fifty Dollars (\$50.00) and his/her unit will be rekeyed. Resident agrees not to alter any locks or install additional locks without written permission of the Agent.
19. **Storage Space.** Under no circumstances are utility closets, entrances, hallways, stairwells or other public areas to be used for storage. The Agent does not offer storage space beyond what is available inside each Unit.



20. **Sports Equipment.** Use of any sports/recreational equipment except in designated areas is prohibited. The use of equipment prohibited within the Premises includes: roller blades, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volley balls, lacrosse equipment, field hockey equipment, nerf balls, and Frisbees. **Bicycles are prohibited inside the Building and must be stored in external bicycle racks at all times.** Residents are not permitted to store bicycles in their Units. Bicycles are prohibited from blocking public access, walkways, exits, or fire escapes.
21. **Laundry.** Washers and dryers are located on the Ground Floor for the convenience of all residents. Laundry rooms should be kept clean, and resident should report any malfunctioning machines to the Agent. Laundry facilities are strictly for the use of Residents only. The Agent is not responsible for stolen or damaged articles that result from the use of these facilities.
22. **Damage.** Any damage to a unit, the Premises, the Building or the common areas, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable. To the extent not identifiable, all co-Residents will be jointly and severally liable and will be assessed a charge. Agent losses resulting from Resident negligence will be evaluated and assessed to the appropriate individual(s). All invoices for the restitution of the damage that has occurred must be paid directly to Marshall University within thirty (30) days. Resident is responsible for guest(s) behavior and any charges or damages that result from misbehavior. Intentionally or recklessly destroying, damaging or defacing Agent or University property is prohibited.
23. **Health and Safety Inspections.** The Agent or his/her designee will enter Units on a monthly basis to conduct safety and inventory inspection and to review the condition of the facility. This is done to reduce unreported damage and increase resident and community safety.
24. **Transferring Units.** Agent shall not be liable for any personal conflict or behavior of Resident with co-Resident's guests or invitees, or with any other students that reside on the Property. Therefore, a conflict between roommates does not constitute grounds for termination of the Housing Contract. Agent acknowledges that there may be valid reasons why a request for transfer would be considered and approved. Any individual desiring a transfer should make a formal written request to Agent's office.
25. **Personal Attendant.** Resident agrees to make appropriate arrangements before the beginning of each academic term for and to maintain attendant care if the Resident has a disability and requires personal attendant care. The Student has the sole financial responsibility for his/her own personal attendant care.
26. **Vistiatiion.** Guests who are not residents of the building they are visiting must be properly registered (provide picture ID) at the front desk by their resident host and escorted by their host at all times. Residents must also adhere to the posted Visitation Hours located at the front desk of each building.

***Resident hereby acknowledges receipt of the foregoing rules and regulations.***

RESIDENT:

Owner:

MSH-Marshall,LLC, by Capstone On-Campus  
Management, LLC, Agent

\_\_\_\_\_  
(STUDENT SIGNATURE)

\_\_\_\_\_  
(AGENT'S REPRESENTATIVE)

\_\_\_\_\_  
(STUDENT'S PRINTED NAME)

901-\_\_\_\_\_  
(MU ID #)



\_\_\_\_\_  
(DATE)

