



2020-2021 TERMS AND CONDITIONS OF OCCUPANCY LICENSE AGREEMENT FOR ON-CAMPUS RESIDENCE

The information contained in this License is extremely important. In order to assist you in the process of reading this document, please use the table of contents below to guide you through the following pages. *Notre Dame de Namur University (NDNU) announced that instruction and student support services will be provided remotely and online in fall 2020 and spring 2021 with minimal in-person instruction, will not offer campus housing for fall or spring and will not be accepting housing applications.*

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I. GENERAL TERMS AND CONDITIONS

A. License.

NDNU announced that instruction and student support services will be provided remotely and online in fall 2020 and spring 2021 with minimal in-person instruction, will not offer campus housing for fall or spring and will not be accepting housing applications. Housing language henceforth continues to apply for exceptional housing cases with the exception of section I. F. (Meal Plan Refund/Changes). There is no meal plan service for the 2020-2021 academic year.

Notre Dame de Namur University, "NDNU", or "the University" grants a student conditional permission to occupy a residence hall room/apartment as a Licensee upon proper completion of University on-campus residence procedures at the discretion of the University. The License for on-campus residence legally binds the student for room and Meal Plan charges for a period determined by the University not greater than one academic year, which includes the fall and spring semesters or the remaining portion thereof. The License agreement is formed when a completed application by the student is accepted by the University and the University confirms a room/apartment space for the student. By submitting the completed Housing Application, student residents agree to all terms set forth in this document including the agreement to pay for all housing and Meal Plan charges.

On-campus residency is at the discretion of the University. The Housing, Campus and Residence Life program is developed to provide a supportive and developmental experience for traditional age students. The university does not have adequate housing and staffing to provide appropriate housing options for non-traditional age (25+) undergraduate or graduate students.

If a student is admitted into housing prior to being registered for full-time student status, he/she must complete the Temporary Housing Agreement and complete the registration process within the designated timeframe. If the student fails to complete the terms agreed to in the Temporary Housing Agreement, then he/she must leave University Housing immediately.

The University reserves the right to refuse entry to any student. Furthermore, the University reserves the right to deny entry until a student enters good financial standing and has fully completed and satisfied the registration process for the current semester. This license does not confer exclusive possession, but a right to occupy space. The student is not a tenant and does not have the rights of a tenant. The student does not have any exclusive possession or exclusive occupancy to any premises on the campus of the University. This is not a lease. This license also requires residents to follow all policies in the Student Code of Conduct and Student Handbook to remain eligible to live in University Housing.

The student shall not allow anyone to live in his or her room/apartment who is not assigned to it by University Housing. The student may not assign, sublet, mortgage, or hypothecate this License in whole or in part, to any other person.

B. Housing Reservation Fee.

All students will be charged and are required to pay a non-refundable \$75.00 housing reservation fee after they are assigned their room. If the student chooses not to attend NDNU or live in University Housing, this is non-refundable after the submission of the application.

C. Housing Rates.

Room Rate Charge per Semester

*Single Occupancy Room (New Hall)	TBD
Double Occupancy Apartment	TBD
Triple Occupancy Apartment	TBD
Double Occupancy Traditional Room	TBD
*Triple Occupancy Traditional Room	TBD

*A triple occupancy traditional room rate is not guaranteed and is offered at the sole discretion of the University on a case-by-case basis.

**Single occupancy traditional rooms are located in St. Joseph and Julie Billiard's Halls; and are limited to students needing special accommodations.

Meal Plan Rate Charge per semester

11 Meal Plan / N/A	N/A
15 Meal Plan/ N/A	N/A
19 Meal Plan/ N/A	N/A
7 Meal Plan Dollars/ N/A	N/A

D. Refund/Cancellation Policy.

A petition to cancel housing must be submitted in writing through a Petition to Cancel Housing License Agreement Form to the Housing, Campus & Residence Life Office. Petitions to cancel housing agreements are subject to approval by the University. To submit a petition to cancel, please [Click Here](#). If the Petition to Cancel Housing, Campus & Residence Life License Agreement is not submitted, Housing charges will remain on your account. The University may also require additional documentation for the ability to be considered for refund. Refund for cancellation requests will be processed and reviewed in compliance with this License Agreement. Petition forms can be found on the Housing website.

Refunds or cancellation fees will be determined according to the following guidelines below.

Cancellation fees do not apply to students who are graduating seniors from the University or take a semester from the University to study abroad. Housing will conduct a mid-term enrollment review each semester.

Any student who is removed from University housing for conduct reasons is not entitled to any reimbursement of room or board expenses and cancellation fees will apply.

Licensee's who wish to cancel their housing license after they have moved into their assigned bed space must submit a Petition to Cancel to the Assistant Dean of Students. Licensees whose requests are approved will be subject to a pro rate charge for the number of days in the fee period in addition to a cancellation fee.



Cancellation Charges

Any student who cancels this agreement prior to August 1st will not be subject to a cancellation fee. Any student who cancels their license agreement after August 1st be subject to a \$400 cancellation fee.

E. Housing Refund Schedule

Fall 2020 Term:	Refund
Checkout prior to October 1	75%
Checkout prior to November 1	50%
Checkout prior to December 1	25%

Spring 2021 Term:

Checkout prior to February 1	75%
Checkout prior to March 1	50%
Checkout prior to April 1	25%

The date used to determine any applicable refund is the date the student formally and properly checks out of University Housing, as specified in this license agreement.

F. Meal Plan Refunds/Changes.

It is mandatory that students participate in one of four Meal Plan options offered as a condition of this license. To change to a different Meal Plan or to decrease a Meal Plan, a student must submit a Meal Plan change form to University Housing within two weeks from the start of the academic semester. Students may increase their meals per week at any time. Meal Plan change forms are available via the University Housing website. Student residents leaving prior to the second week of the fall and spring semesters are also responsible for payment on the portion of the Meal Plan that they used. No Meal Plan refunds will be issued beyond the second week after check-in in the fall or beyond the first week after check-in in the spring.

G. Move Out Upon University Notice.

Within 72 hours of issuance by personal letter or email to the student of a University housing occupancy notice, the contract holder agrees that he/she will move out all personal possessions from the premises and understands that the University will re-lock and re-assign the space. If any personal possessions remain, the University may put these items in storage for 10 business days. Thereafter, these items will be considered abandoned and will be disposed of.

II. ADMINISTRATIVE POLICIES AND PROCEDURES

A. Assignments.

Room assignments (for first-time residents) are confirmed after the application and designated deposits/payments have been accepted by the University. On-campus housing is guaranteed to all freshmen and sophomore students as determined by the University Residency Requirement. Assignments are based upon the information the student provides on the resident housing application, with roommate and living preferences being honored at the discretion of the University. Residence hall rooms are assigned on the basis of single, double or triple occupancy when possible, as determined by the University. Apartments are assigned on the basis of triple occupancy as determined by the University. Exceptions to these policies are made only in cases of extenuating circumstances limited to significant medical or disability needs as determined and confirmed by the University.



Due to space constraints, University Housing reserves the right to place/relocate students in or from rooms that may have themed communities or communities with additional restrictions to which the student must adhere. For instance, Julie Billiard Hall, New Hall and St. Joseph's Hall are designated as "substance free," meaning no alcohol/drugs or alcohol/drug paraphernalia allowed in the building regardless of the age of the resident.

B. Consolidation/Occupancy.

Where vacancies occur, the University reserves the right to fill the vacancy through consolidation. Consolidation means:

- (a) filling vacancies at the discretion of University Housing;
 - (b) residents without a roommate requesting another roommate, and
 - (c) University Housing changing assigned rooms to fill vacant spaces based on need.
- University Housing will notify students of changes as soon as possible. All room/roommate changes must be completed within 3 calendar days of notification. Housing rates will reflect changes in occupancy and be prorated accordingly (please see housing rates above). In the event the resident does not consolidate/switch rooms within 3 calendar days, the student will be assessed a daily charge for both occupied units.

C. Dates of Occupancy.

Fall Semester

Freshmen Move-in – Wednesday, August 26, 2020 at 8:00 a.m.

New Transfer student Move-in – Wednesday, August 26, 2020 at 9:00 a.m.

Returning Student Move-in – Saturday, August 29, 2020 at 10:00 a.m.

Halls Close – Friday, December 11, 2020 at 5: 00 p.m.

Spring Semester

All Resident Students Move-in –Saturday, January 9, 2021 at 9:00 a.m.

Halls Close - Thursday, May 7, 2021 at 5:00 p.m.

Students who arrive prior to the official opening without prior written approval from University Housing will be refused entry to University Housing. If accommodations are made for residents to move in earlier there will be an Early Check-In charge added to residents accounts. For fall and spring semesters, residents must checkout of their University residence within 24 hours after their last final examination, but no later than 5:00 p.m. on the designated check out dates that are when finals end. Residents with permanent holds must clear hold prior to move-in day with the Business Office.

Departures after the official closing of residence halls must be approved by the Assistant Dean of Students and will result in additional charges. No students are permitted to live in University Housing during the winter break for any reason without explicit written approval from the Assistant Dean of Students. University Housing is not responsible for providing housing to students during the summer term, unless they are enrolled in summer classes. During the summer term there will be no Meal Plans available to residents.

Winter Break

Students are permitted to live in University Housing during the winter break ONLY if they have been approved through the Pay-to-Stay Program. The University will not offer food service for students staying in Housing during the winter break.

Mid-term holiday, Thanksgiving break, and Spring Break

Students may occupy their room/apartment over the mid-term holiday, Thanksgiving break, and spring break.

Food Service is provided during these periods with the exception of Thanksgiving break.

Residents are permitted to keep their possessions in their rooms/apartments over the winter break. However, the University is not liable for any loss or damages to student possessions due to fire, water damage, terrorism, theft or Acts of God (see below for University Liability). Students may occupy their room/apartment over the mid-term holiday, Thanksgiving break and spring break. All Residents must formally and properly checkout of housing as prescribed by University Housing prior to leaving for winter break. Failure to do so can result in additional fees. Students must completely move out, clean their room/apartment, follow checkout procedures, and restore their living space to the condition it was originally provided at move-in at the end of the spring semester. Failure to do so can result in conduct charges and/or additional cleaning and maintenance fees.

E. Health Insurance.

The University requires all resident students have medical (accident and sickness) insurance. The annual, non-refundable premium will be included on your billing statement each semester unless a waiver form is completed by the insurance deadline period. Students with comparable coverage may opt out of the NDNU Insurance Plan if a signed waiver form is submitted online by the first day of classes.

“Comparable Coverage” means that the policy meets the following criteria:

- No greater than \$1000 deductible;
- No less than \$100,000 medical maximum per injury or sickness;
- Coverage must include pregnancy benefits;
- Coverage area must include San Francisco Peninsula;
- Coverage must not be for emergency care only;
- Coverage must meet state and federal benefit mandates;
- Coverage must be extended through academic year.

Students must notify the Finance Office of any changes in policy or coverage during the academic year. Failure to maintain such medical insurance coverage shall constitute a material breach of the terms and conditions of the student’s license and may result in termination of the license agreement by the University. A new waiver form must be submitted ANNUALLY or after a break in academic studies.

F. Meal Plans.

Students living on campus are required to have a Meal Plan. Meal Plans are purchased and billed on a semester basis. Meals do not transfer from one semester to the next; however, flex value does (1 Flex = 1 dollar) carry over from the fall to the spring semester with the purchase of a spring Meal Plan. Flex points and any remaining meals expire at the end of the spring semester. If a Meal Plan selection is not made by the first day of move-in for fall semester or by the first day of move –in for new residents in spring semester, the 11 Meal Plan will automatically be assigned to the resident. Meal Plan decreases are only permitted during a limited time period at the beginning of the semester. Students must fill out an online form to register a Meal Plan change ([Click Here](#)). If a resident student moves off-campus, it is their responsibility to review the cancellation portion of their Housing License & Dining Agreement to determine eligibility to cancel the Meal Plan. Students are not guaranteed a reimbursement of their remaining flex value when cancelling their Meal Plan, but will be allowed to use their flex balance during the remainder of the semester.

Any NDNU student, faculty, staff and their guests may eat in the Dining Hall during the posted hours.

*Café hours: 7:30 a.m.-8:30 p.m.

*Meal Periods:

Breakfast 7:30 a.m. to 9:30 a.m.



Lunch 11:30 a.m. to 2:30 p.m.

Dinner Service 5:00 p.m. to 8:00 p.m.

*These hours are subject to change during the semester.

The Café is open between meal periods for the sale of snacks and beverages.

- Meal Plans: Students are welcome to eat as much as they like during the posted meal periods. To help reduce waste, students are asked to please only take what they think they can eat. The meal is for the individual student only, students cannot share meals with others nor can they take leftovers with them. Meal Plans can be lowered during the first two weeks of the fall semester and the first week of the spring semester; however, students may choose to increase their Meal Plan at any time.
- To change a Meal Plan, please complete an online through the forms page of the University Housing section of the Housing, Campus & Residence Life
- Leftovers: Students cannot take leftovers with them after finishing a meal in the Café. If students want to take food with them after they are finished dining in the Café, they must pay for the food and box with flex dollars, it is not included with the meal.
- Flex dollars: Flex dollars can be used to purchase snacks and beverages between meal periods, meals for guests and certain items that are not included with the Meal Plan. Items not included in the Meal Plan are: bottled beverages, bagged chips, yogurt, soy milk, and sushi. If students have any questions about what is excluded, please ask the cashiers. Please try to use all flex dollars during the semester. Café goods for sale at the end of the semester will be limited to \$100.00.
- Student ID Card Requirement: All students are required to present their current student ID card to the cashier in order to use their Meal Plans or flex dollars. Given concerns surrounding identity theft, students may not verbally provide their student ID numbers to the Café staff. If a student has lost his/her ID card, please go to the University Housing Office to obtain another card (\$25.00 for a replacement ID will be added to your NDNU account) before going to the Café. Students are not permitted to use other students' ID cards. Students with the flex dollars must be present if they are purchasing food for another person using flex dollars.
- To-Go Policy: To-Go boxes are available for those students who have either a class or job conflict that keeps them from eating in the Café. To-Go boxes can be obtained from the servers at the grill, hot entrée or sandwich bar. Students can take one entrée, grill item, sandwich or pasta To-Go. If a student chooses the To-Go option, he/she is limited to one large To-Go box and a beverage. The charge for this box is 50 cents. To-Go meals cannot be eaten in the Café! Removing china, mugs, tumblers, flatware or any items other than food from the Café is prohibited and will be considered theft.
- Meal Sharing: Meal sharing is not permitted. The Meal Plan is for the individual student only and cannot be transferred to another student or friend. If students have guests staying with them for a weekend, they can purchase meals for them with flex dollars or cash. Students sharing meals will be charged on their flex dollars.
- Compliance: Students are expected to comply with all Café policies. Any student found violating Café policies will be referred to the student conduct system and may risk losing their Meal Plan privileges.

G. Residency Requirement.

Full-time students under the age of 21 with freshman or sophomore standing are required to live on campus. A student may be granted an exemption if he/she submits an exemption form documenting that he/she meets at least one of the criteria listed below:

- Student lives with immediate family within Alameda, Contra Costa, San Francisco, San Mateo, or Santa Clara counties (must provide a copy of a valid ID/license or current utility bill) **AND** demonstrates an extreme financial hardship.
- Student is a primary care-giver for a dependent child or parent (must provide a copy of the birth certificate or court papers)



- Student has a medical condition(s) for which the University cannot achieve reasonable accommodations (condition must be on file with the Disability Services Office)
- Student is married or in a registered domestic partnership (must provide documentation)
- Student claims an extreme hardship not listed above (must provide a detailed explanation)

The request must be submitted thirty (30) days prior to the first class day of the semester for which the exemption is requested, unless the student was admitted within 30 days of the start of the semester. If the student is admitted past the 30-day period, then the student must submit the request immediately upon admission.

Age is determined as of August 15th for fall semester and January 1st for spring semester. For new students, the basis for class standing will be transferable credits on transcripts submitted to the Office of Admission. For continuing students, the basis for class standing will be academic units reflected on the NDNU transcripts. Any student requesting an exemption must submit an exemption form to the Housing, Campus & Residence Life Office for approval. Exemption approval is case-by-case and is not automatic. Failure to obtain an approved exemption from the Housing, Campus & Residence Life Office will automatically result in the posting of the semester Housing and Meal Plan charges to the student's NDNU account.

H. Room Changes.

Room/roommate changes are not permitted during the first two weeks of the fall or spring semesters. Room/roommate changes and consolidation dates will be posted on the University Housing website, under "Important Dates."

The University reserves the right to reassign students for administrative or disciplinary reasons. Furthermore, the University reserves the right to refuse to complete a room change request for any reason.

Residents are not permitted to change rooms or assigned spaces without formal written approval from the Housing Office. Residents who change rooms illegally will be assessed administrative fees and also subject to the Student Conduct Process.

I. University Liability. The University shall not be held responsible if it is delayed or prevented from fulfilling any of the terms or provisions of this License because of circumstances beyond its control. The University is not responsible for loss or damage that occurs on University property to the student's property or person. The University does not provide casualty or other insurance coverage for the property of students and their guests. It is suggested that students purchase insurance or have their possessions added to their parents'/guardians homeowner/rental policy, if available.

III. POLICIES REGARDING RESIDENTIAL LIVING

A. General Policies.

Each resident student is responsible for full compliance with the standards, procedures and regulations set forth in this License, the University Catalog, the Student Code of Conduct, the Student Handbook, as well as those standards, procedures and regulations which hereafter may be amended/enacted and promulgated during the academic year of this License.

Residents agree to comply with all applicable state and federal laws and University standards, procedures and regulations and to respect the rights, privileges, and property of other members of the University community; those who fail to do so in the judgment of the University will be subject to student discipline and/or termination of their License for On-Campus Residence prior to its scheduled expiration. Students who live in the residential buildings are responsible for their living environment. Courtesy and consideration for others shall be maintained at all times.

B. Housing Rules and Regulations.

1) Abandoned Rooms/Items

If a resident's room/space appears to be vacant, but keys have not been returned to the University, the room/space may be presumed to be abandoned. Students will be notified via an abandonment letter that will be sent to their NDNU e-mail with a hard copy placed under the resident's door and a note placed on the room door for five (5) days, after which Housing staff will take possession of the room/space. If a room is deemed abandoned, students will be charged a lock change fee, moving and handling fee, possible storage fee for the remaining belongings, and applicable cleaning or repair fees, in addition to any housing fees still outstanding.

Lost or abandoned property left in a room, apartment, storage room, or on the premises will be disposed of in accordance with University policy. Abandoned property includes all property left by the owner after withdrawal from the University or living facility, regardless of whether the withdrawal was voluntary or involuntary. Abandoned property will be considered voluntary relinquishment of the owner's possession. Lost property is property where the owner does not voluntarily relinquish property and is due to accident, forgetfulness, negligence, and the property owner is ignorant of the property's whereabouts.

Items remaining in rooms/apartments after the space has been officially vacated will be treated as abandoned property and is subject to disbursement, disposal or donation.

2) Alterations and Decorations

Decorations are allowed in order to make a resident's room more comfortable and homelike. When decorating, keep in mind that residents are responsible for maintaining the condition of their rooms, and that nails, thumbtacks and tape may cause damage to walls and furniture. If posters are placed on the walls, use a poster putty material or paint-safe tape that will not damage the paint when the poster is removed. No wire, rope, or string of any kind is to be strung across the room for the purpose of hanging decorations. Wall hangings must be attached in a way that is non-destructive to the walls, furniture, doors, or woodwork. All decals and stickers are expressly prohibited from being directly

affixed to any wall or window. Items may not be hung from, or attached to, any ceiling or door surface. All furniture must remain in the room and closet doors (where applicable) may not be removed. The resident, and potentially the roommate(s) will be charged for any damage that is caused by inappropriately attached room decorations. The residence hall facilities are painted according to a regular schedule; therefore, the painting of rooms, corridors, and wall murals is not permitted.

Attempts at alterations or repairs in the residence hall or apartment by the resident are prohibited. This includes, but is not limited to, installing TV mounts, removing windows, screens or shades; painting or paneling the walls or apartment; and removing built-in furniture, appliances, bookshelves, light fixtures, desks, or beds. Should a student perform his/her own repairs or alterations, the student will be required to pay any associated fees with restoring the room to its original condition and may also face disciplinary action. Excessive damage may result in removal from housing.

3) Alcohol

Notre Dame de Namur University abides by California State Law regarding the use of alcohol. Only persons 21 years of age or older may purchase, possess and/or consume alcoholic beverages.

Further, if alcohol containers of any kind (open or closed) are found in a room where underage students are present, all students, regardless of age, will be found responsible for violating the Conduct Code. Alcohol bottles and cans may not be stored, collected, or used as decorations.

Students are not allowed to consume alcohol in any common area including lounges, parking lots, courtyards, balconies, walkways, pool area, classrooms, etc. Alcohol is not allowed in St. Joseph's Halland Julie Billiard Hall even if a person is over 21.

Kegs, pony kegs, beer balls, hard alcohol, cases of beer/other beverages with an equivalent amount of alcoholic content in any form of container are bulk alcohol and are not permitted

When transporting alcohol from parking lot into allowed alcohol areas, no alcohol containers must be visible.

Public intoxication, regardless of whether the person is over 21, is also prohibited. Paraphernalia associated with drinking games or consumption, such as a beer bong, beer pong set-up, etc., is also prohibited and will be confiscated.

4) Balconies, Walkways, and Railings

Furniture provided by NDNU in student rooms may not be stored or used on balconies, hallways, or walkways. Residents may not cover the railing on New Hall or Apartments, second and third floor walkways. Additionally, residents cannot hang any items on the second and third floor railings (i.e. towels, clothing, and rugs). Residents are prohibited from climbing on, hanging off of and/or jumping from balconies, railings, and windows. No sports, skateboarding, scooters, hover boards, bike riding, throwing, or other activities which could block access or cause damage are permitted. Playing sports in public areas or walkways, balconies or hallways is not permitted. This includes, but is not limited to, in-line skating, skateboarding, soccer, lacrosse, football, basketball, volleyball, bicycle riding, throwing, kicking, or hitting any type of object.

5) Bicycles

Students may bring a bicycle to campus at their discretion. The University is not liable or responsible for damage or theft of any personal belongings on campus, including bicycles. Students are expected to follow all reasonable safety precautions, federal, state and local laws. The City of Belmont requires bicyclists to wear proper safety gear, including a helmet, when using a bicycle.

Bicycle racks are provided in several places on campus. It is recommended that you purchase a lock to secure the bicycle to the racks. However, if a bicycle remains locked and without use for an extended period of time, the University reserves the right to remove the bicycle and break any lock in place. Bicycles may not be chained to fence posts, guardrails, stairwells, signposts, light poles, fire equipment, trees, or anywhere that interferes with building exits. Bikes may be stored in a resident's room as long as the roommate(s) agree and it does not present a hazard for evacuation in case of an emergency. For safety reasons, bicycles must be walked, not ridden, in buildings. Bicycles CANNOT be stored in the common areas of any building. Bicycles parked improperly are subject to fines and/or removal by Public Safety.

6) Biohazard Exposure

Any student who sees biohazards such as bodily fluids including vomit, blood, etc., in the residence halls is expected to call Public Safety (650-504-0656) immediately. Should a student come in contact with these biohazards, they are expected to contact Public Safety and seek medical advice.

7) Changes and Corrections

The University has made every reasonable attempt to ensure the information contained in the NDNU Housing License is accurate at the time of publication. However, the University reserves the right to make corrections when necessary. If changes are made, NDNU will inform residents of such changes through campus e-mail in a timely manner.

8) Check In and Checkout Procedures

Specific check-in information will be provided to students prior to move-in day. If a student will be checking into a residential complex after the stated move-in day, he/she must notify the University Housing Office. All students will be expected to arrive and check-in within normal business hours (9:00 a.m. - 5:00 p.m.), Monday through Friday. For a student check-in outside of those hours, he/she must make arrangements with the University Housing Office in advance. Students who do not make adequate advanced arrangements may be reassigned or subject to fines and may be denied entry.

Residents are required to remove all personal belongings and vacate their assigned room upon termination of the Housing License Agreement. This is expected to be completed within 24 hours of the student's last examination or by the last Friday of finals week at 5:00 p.m., whichever comes first. If a student withdraws from housing, (for proration purposes) they will not be credited for checking out until their belongings have been removed. Students may also be billed for the storage of their belongings. If a student fails to checkout of his/her room according to published procedures, he/she will be charged an improper checkout fee. For additional information refer to the section titled "Checkout Options" in this document.

Each resident of Julie Billiard Hall, St. Joseph's Hall and the Apartments will receive a key for entry into their room. If the resident loses his/her key, or fails to return the key upon vacating the room, he/she will be charged for a lock change and any related costs. In most cases, New Hall residents will use their NDNU ID card for entry into their suite room, and will be charged a fee for a replacement ID if the card is lost.

The student is expected to complete and sign a Room Condition Report (RCR) with a Housing staff member within the first week of moving into their assigned space. This serves as an inventory of furnished items, the condition of the furnishings, and the condition of the premises assigned to the student. This inventory will be completed again at the end of the resident's occupancy and will serve as the basis for determining billable damages to the room and furnishings.

Students moving out of a residence hall/apartment at the end of their agreement must follow NDNU checkout procedures. For both the fall and spring semesters, residents must checkout 24 hours after the student's last examination or by the last Friday of finals week by 5:00 p.m., whichever comes first. Please note that checking out does not release a student from his/her responsibilities under the Housing License unless an exception is made, in writing, from Housing, Campus & Residence Life Office. If a student fails to properly checkout, they will be subject to an improper checkout fee.

9) Children

Minors under the age of 18 are not permitted in the residence halls or recreation areas unless they are enrolled NDNU residents. "Babysitting, Nanning" or childcare is not allowed in campus residential facilities.

10) Common Area Furniture

All common areas (lobbies, lounges, and study dorms) are furnished with chairs, couches, tables, and other furnishings for use by all student residents. University furniture is to remain in bedroom/suite/apartment at all times, and beds are not to be lifted, lowered or broken down. Common area furniture may not be removed from these shared areas. Students who remove common area furniture and place it in their room, apartment, or other non-approved area will be billed to replace the furniture and may be subject to disciplinary action. University Housing cannot store furniture to make room for personal belongings.

11) Confiscation/Prohibited Items

If prohibited items are found in a student's residence hall room, suite, or apartment, these items will be confiscated by a University staff member. In addition to having the item(s) confiscated, students in possession of prohibited items may be charged with violating the Student Code of Conduct and referred to local law enforcement. Items confiscated from student rooms will not be returned and may be turned over to law enforcement agencies. Items confiscated that are not violations of state or federal law, and/or not deemed safety hazards, may be returned to the student with written approval by the Housing Office at the end of the academic year.

12) Cooking

Appliances such as sandwich makers, hot plates, toasters, toaster ovens, grills or any appliance with an exposed heating element are prohibited. Small appliances without exposed heating elements, such as hot pots or coffee makers, and small refrigerators no larger than six cubic feet are permitted in New Hall, Julie Billiard, and St. Joseph Hall rooms.

Kitchens are available for resident use on the second and third floors of Julie Billiard Hall, multiple floors in St. Joseph Hall, and the Sky Lounge of New Hall. The apartments are furnished with kitchens, where cooking is permitted. Microwaves and refrigerators are provided in the apartments.

While cooking in the kitchen, do not leave food unattended. Burned food will activate the building fire alarm and the responsible person will be charged for any damages caused or costs incurred. Additionally, students who cause disruption or activate a false fire alarm will face disciplinary action. Anyone using kitchen facilities is expected to clean up and leave the space ready for others to use.

13) Damages and Upkeep of Facilities

Before students move in, each unit is checked to ensure that it is in good condition. Each resident assigned to the room is required to sign a room condition report at move in. On the form, it is important to list any problems found with the room at the time of move in. The resident is responsible for the condition of the room at time of checkout or room change. Once a resident checks out of their assigned space, a staff member will inspect the space and, if necessary, damage charges are assessed to cover the current replacement costs of the damages plus any associated labor costs. Normal wear and tear is expected; however, damaged items deemed in excess of this expectation will be billed to the resident(s). Staff has the authority to determine when damage(s) exceed normal wear and tear.

The resident is expected to maintain his/her assigned living space in a clean, orderly, and safe manner. The resident will be held financially accountable for the repair or replacement cost of any damage to his/her room or furnishings in the room. When two or more residents occupy the same room or apartment and responsibility cannot be attributed to one resident, the damage charge will be divided equally among all occupants of the space. The resident assumes responsibility for the daily care and cleaning of his/her room and its furnishings, and for maintaining acceptable sanitary and safety conditions. He/she also agrees to use all public areas in a responsible manner and to help in assuring safety and cleanliness. The resident must not modify or allow modifications of the permanent structure of the room. This includes painting or making repairs without prior permission.

If damages to the exterior surface of a room door or window occur due to vandalism, the resident(s) must submit an incident report to the staff immediately and no later than 24 hours of the incident, documenting that he/she is not responsible for the damage. This incident report must provide details of the damage and information on who may be responsible for the damage. Such incident reports may be referred to the Chief Student Success Officer.

Relative to public and common area damages (i.e., hallways, lounges, laundry rooms, etc.), where costs are substantial and responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided among occupants of the residential complex, floor, building or the entire residential population.

If any damage charges apply, the fines/costs are charged to the student's account. Damages identified subsequent to the student's departure from campus will be billed to the student account.

Students may appeal damage charges based upon three possible reasons: damage is believed to be the result of normal wear and tear; there is a duplicate charge; or the individual was not a resident student

at the time. The damage billing appeal form will be made available on the University Housing website. Lack of culpability is not a basis to appeal community damage charges.

14) Doors and Door Locks

Entrance doors to any and all residential facilities, including doors to laundry rooms, may not be propped open for any reason. Additionally, students may not obstruct locks (including locks in New Hall suites) from functioning or tamper with door locking mechanisms. Doors that are locked must remain locked. Doors marked for emergency exit only are to be used only in the event of an emergency.

Residence hall exterior doors are locked 24 hours a day on the weekends and between 8:00 p.m. and 8:00 a.m. Monday through Friday. Doors are subject to an alternate security schedule during holidays and breaks. Each door is equipped with a card reader, and after the doors have been locked, students assigned to that building can gain access to their residence hall with their ID card.

All residents are permitted access to Julie Billiard Hall and St. Joseph's exterior doors. New Hall residents are permitted access to their suite and specific room within the suite through their ID.

All residents and their guest(s) should enter/exit the residence hall through the main doors. Only in case of an emergency should the doors at the end of the hallways be used. Individuals should never enter/exit the building through a window unless there is an emergency. Improperly exiting or entering buildings is grounds for disciplinary action.

Students who are locked out of their building or assigned room will be granted courtesy entry by a staff member during the first week of each semester. Every lockout thereafter will result in a lockout fine that will be charged to the students account at the rate of ten dollars (\$10.00) per lockout.

15) Drugs

Use, possession, manufacturing, or distribution of illegal or illicit drugs or drug-related paraphernalia or the misuse of legal pharmaceutical drugs is prohibited. Smoking marijuana on campus and in any residential communities is not permitted under any circumstances. No exceptions exist to this rule. Students with a current medical card or prescription from a physician (MD) who is licensed in the State of California to use marijuana are also not permitted to do so on any part of campus under any circumstances.

It is also a violation to be present with someone who is smoking marijuana or someone who is taking illegal or illicit drugs. Attempting to gain access to illegal or illicit drugs is also a violation

16) Electrical/Electrical Outlets

The use of extension cords is not permitted; however, you may use more than one electronic device on a circuit if you use a breaker-protected, multi-plug circuited power strip. These may be purchased at most hardware/department stores. We also encourage you to use surge protectors on all electronic equipment (televisions, DVD players, VCRs, stereo equipment, CD players, etc.). Damage to equipment plugged in is not the responsibility of the University.

17) Elevators

A passenger elevator is located within New Hall for use by residents of that building, their guests, and departmental staff.

The following actions are prohibited and may result in disciplinary action:

- Damage and/or vandalism to elevators (i.e. prying doors open, jumping, etc.).
- Use of emergency alarms and emergency stops in situations other than an emergency.
- Unauthorized use of an elevator key.

18) Emergencies

In any emergency situation in which student(s) are in immediate danger, students should notify emergency personnel through 911 (from on-campus, dial 9, then 911). Inform the responder of the specific details of the emergency including location, severity, and the duration of the situation. After completion of this emergency call, students are expected to notify Public Safety and the Resident Assistant (RA) on Duty immediately after calling 911. They can be helpful in expediting an emergency response.

In lesser emergencies, residents are expected to contact the RA on duty to evaluate the situation. Local Police, Fire and Rescue may be contacted for an emergency by dialing 911 (for fire, ambulance, etc.). Residents must comply with requests of emergency personnel and university staff in the event of an emergency.

Professional (live-in) residence hall staff is available and on-call from 5:00 p.m. to 8:00 a.m. the following day and can be contacted through the RA on Duty or Public Safety Office.

Public Safety is located in St. Mary's Hall and can be reached at 650-508-3502. The Public Safety cell phones are 650-504-0656 and 650-740-1483.

19) Explosives

Explosive devices are not permitted in residence halls, apartments, or anywhere on the NDNU campus including the surrounding grounds. Possessing or using fireworks (firecrackers, smoke bombs, sparklers, etc.) or any explosive/hazardous material will constitute a safety and/or fire hazard. Propane tanks may not be stored in residence halls or apartments.

20) Fire Safety

Residents must evacuate a building immediately upon the sound of a fire alarm and follow specific evacuation and safety procedures. Initiating a false alarm, misusing fire safety equipment, tampering with smoke detectors or any fire safety equipment, or lighting any kind of fire inside residence areas is dangerous and prohibited. Initiating a false alarm (whether by activating a pull station or smoking in a room) will result in a disciplinary action. Candles with unburned or cut wicks are allowed for use for their scent; however, candles with burnt wicks are not permitted. To ensure the safety of all students, the following items have been restricted from residence areas: hanging fabrics, burnt candles, incense, barbecues, hot plates, toasters, portable heaters, microwaves, vape pens, hookahs, and hookah pens.

21) Furnishings

A bed, desk, chair, and closet/wardrobe are provided for each resident in a Julie Billiard or St. Joseph's room. Each room has an active telephone line; however, students are responsible for providing their own telephone (not provided by the university). All rooms and apartments are wired for cable TV, wireless Internet, and Ethernet access to the campus-wide data and entertainment network.

The apartments each have a common living and dining area as well as a kitchen. The living area is furnished. The kitchen has basic appliances (microwave, oven and refrigerator).

Students are responsible for maintaining the furniture in their rooms. Using furniture from the floor lounges, laundry rooms, or other common areas for a student room is not permitted and may result in a fine and/or disciplinary action. In addition, University-owned furniture is not permitted outside the residence hall or apartment building. Residents who move their furniture may be charged for repairing/replacing the furniture, in addition to being assessed a fine.

NDNU does not make accommodations for bed heights, including lofting beds, except in accommodating triple rooms and for approved accommodations. Requests for specific accommodations pertaining to furniture must be made through the Disability Resource Center (DRC). If a student requests and is granted accommodations in a triple room, a loft will be provided without charge in addition to a bunk bed. No alterations to these arrangements are permitted for triple rooms.

Students interested in having a lofted bed may contact our approved loft retailer, Collegiate Concepts at www.collegefridge.com to be accommodated with a loft bed at their own cost. Students are solely responsible for such alterations and the University accepts no liability for installation or use of such lofts.

22) Guests and Visitors

Due to COVID-19 NDNU's current Guests and Visitors policies must be adhered to and supersede language below.

At Notre Dame de Namur University (NDNU), only students who have signed a Housing License Agreement in an on-campus housing facility with an assigned bed space in either: St. Joseph Hall, Julie Billiard Hall, New Hall or the Apartment Complex (Kane, Carroll, or Wilkie) are permitted to reside in their designated room or apartment. A resident guest is defined as any person who does not hold a Housing License Agreement with NDNU. While guests are expected to observe all University rules, policies, and regulations, a resident is the responsible party for their guest and will be held accountable for any guest violation of NDNU's signed Housing License Agreement. Residents are expected to remain with their guest at all times and make their guest aware of all University policies found within the Student Code of Conduct and the Housing License Agreement.

The hosting resident is responsible for escorting his/her guest within the NDNU campus at all times. A resident guest should not be left unattended in a room/apartment at any time, including when the hosting resident is in class or at work.

- A hosting resident is solely responsible party for his/her guest and will be held judicially and financially accountable for any guest violations of NDNU's signed Housing License Agreement.

- Lending assigned keys or ID cards to a guest is prohibited.
- Guests are prohibited from using the computer lab or laundry facilities.
- Guests should in no way become a nuisance to the hosting resident's roommate(s) or the community. Residents may not host anyone who is known to have trespassed on Notre Dame de Namur University.
- Residents have a right to privacy. A resident's right to privacy supersedes another resident's right to guest privileges. Therefore, a resident may not bring a guest into the room, suite, or apartment without the consent of all roommates. The host and/or roommate may revoke their approval of a guest for any reason at any time.
- Between 8:00 a.m. and when quiet hours begin (Sunday – Thursday, 11:00 p.m. to 9:00 a.m. and Friday – Saturday, 1:00 – 9:00 a.m.), a resident may have up to 2 visitors at one time, not to exceed 12 people per suite, 9 people per apartment or 6 in traditional residence hall room, including roommates. Once quiet hours commence, only one guest may stay as an overnight guest.

Non Approved Guests

The Assistant Dean of Students or designee may declare any individual a non-approved guest. Any guest, who, because of a safety concern or due to their disruptive or destructive behavior, will not be permitted in University Housing.

Residents who invite or knowingly permit a non-approved guest are subject to disciplinary actions.

Overnight Guests

- An overnight guest is temporary and infrequent. Cohabitation is not permitted. Cohabitation is defined as the extended presence (daily or nightly) of any person in any room, suite or apartment who is not assigned a bed space in a specific living area.
- The length of stay for an overnight guest, including housing residents assigned to other suites/apartments or family members, cannot exceed three (3) consecutive nights in a month and no more than a total of seven (7) calendar days per semester.
- A resident guest who exceeds the stay of three (3) consecutive nights in a month or more than a total of seven (7) calendar days per semester will be considered a non-approved guest.
- Only persons over 18 years of age can be overnight guests. Any exception must be approved by the Director of Housing, Campus and Residence Life.
- Overnight guests are not permitted during final exam periods.
- Overnight guests must be approved by all roommates of the hosting resident BEFORE arrival on campus. Failure to have the consent of roommates in advance prohibits a guest from staying overnight past quiet hours (Sunday - Thursday, 11:00 p.m. to 9:00 a.m. and Friday - Saturday, 1:00 – 9:00 a.m.).
- Residents who are uncomfortable with having an overnight guest in a shared residence, need only provide justification to the Assistant Dean of Students for consideration.
- A guest may not sleep in building lounges or public areas.
- Any guest misconduct will result in the immediate campus removal of the guest by Public Safety Officers or Housing, Campus and Residence Life professional staff with the hosting resident facing judicial proceedings.
- Residents found to have violated the Guest and Visitors Policy will be subject to a \$45 per night fee for each night their guest stays. This extends to guests beyond three (3) consecutive nights, in excess of the eligible seven (7) nights per semester and for all non-approved guests.



- All overnight guests must be registered and approved by the Public Safety Office at least 48 hours before guest arrival. Please review the Guest Registration Policy for additional information.

Housing, and Campus and Residence Life reserves the right to deny entry or remove any guest, at any time, for any reason. Please know that the number of visits any one guest can make can be limited by the University's policies.

23) Hall Use

Hallways are intended for egress and are not a location for recreation or horse-play. No sports, skateboarding, hover boards, bike riding, throwing, or other activities which could block access, occur on any walkways or cause damage are permitted. Playing sports in public areas or hall/apartment rooms and hallways is not permitted. This includes, but is not limited to, in-line skating, skateboarding, soccer, lacrosse, football, and basketball, and volleyball, bicycle riding, throwing, kicking, or hitting any type of object.

24) Health and Safety Inspections

University Housing staff members complete health and safety inspections of student rooms and/or apartments during each semester, at closing for summer and winter breaks, and at other times as staff determine necessary. Whenever possible, these inspections will be announced in advance. These inspections are intended to provide a safe and comfortable living environment for all of our students living on campus or visiting campus. University Housing staff will work with students to help ensure that the student residences are safe and sanitary, and will also inspect for fire or safety code violations of University policies or state laws. If, in the course of these inspections, students are found to be in violation of any University policy, students will be notified and provided with instructions on how to correct the violations. A re-inspection will occur to ensure these corrections have been made. Health and Safety Inspections are visual inspections of each living space, including student rooms. It is not University policy to open drawers or inspect trunks or luggage unless there is sufficient evidence to warrant a concern that a health or safety hazard exists.

According to the Housing License, the University reserves the right to enter student rooms as necessary for repairs, inspections, and enforcement of University policy and local and state laws.

25) Housekeeping

Campus residences have custodians who perform daily and weekly cleaning duties in common areas. Outside vendors are not permitted to work in any residential facility without prior written consent by the University. The cleaning service for the residence halls includes rest rooms, lobbies, hallways, stairwells, public areas, and laundry rooms.

The custodial staff clean public areas and prepare individual student rooms for arrival in the fall. They do not maintain student rooms during times when these spaces are occupied. Students in New Hall and the apartments will be furnished with toilet paper on a weekly basis. Cleaning fees may be assessed for excessive cleaning due to negligence in rest rooms or in kitchen areas.

It is the responsibility of each student to clean and care for their individual living spaces. Residents are expected to keep their rooms clean, orderly, and in good repair at all times. Vacuum cleaners are available in the University Housing Office in St. Joseph's Hall and may be signed out for a limited time. If a room needs repair, residents should submit a work order promptly via the NDNU University

Housing website.

Residents are expected to keep their room and public areas clean and free of excessive amounts of trash. Trash from student rooms must be placed in designated receptacles only. Garbage cans or trash of any type should not be left in the hallway or in any other public location for removal by others. Charges may be assessed if trash is not disposed of properly (See Trash Policy).

26) Identification

It is University policy that resident students must have their valid NDNU student ID on them at all times. When requested, residents are required to present proper University identification in a cooperative manner to University staff. Individuals without proper identification may be removed from the premises. Providing false ID is prohibited and will result in disciplinary action. In the event that alcohol is involved, residents will be required to show proof of age.

In many cases ID cards are used for tracking building entry in residence halls. Possession and/or use of another students' ID is a violation of University policies. NDNU offers residence hall security through the use of the University ID card and the electronic access system. Each door is equipped with a card reader, and after the doors have been locked, students assigned to that building can gain access to their residence hall with their ID card.

27) Illegal Entry/Exit

Entering and/or exiting your own or another resident's room, suite, or apartment improperly, without authorization, or during periods not permitted by your license agreement (i.e. winter break) is not permitted and will result in disciplinary sanctions up to and including dismissal from housing. This includes using emergency exits when there is no emergency, access through windows, etc.

28) Insurance

During the period covered by this License Agreement, it is highly recommended that the Licensee obtain accident insurance, on either an individual or group basis. Please be advised, the University does not cover nor assume medical expenses or liability for Licensees.

The University does not assume liability for a Licensee's personal belongings. The University has no insurance to cover loss or damage of the personal property of the Licensee; therefore, the University recommends that individuals contact an insurance carrier for coverage options available.

29) Internet Connections

Internet and wireless internet is provided in all residential facilities. Instructions for how to connect to the internet in the residence halls either through wireless connection or an Ethernet cable will be provided at move-in. It is recommended that students bring an Ethernet cable for access to wired internet in their room. Should there be problems with the internet connection, residents are asked to contact Office of Information Technology (OIT) at oit@ndnu.edu, extension 3555 or submit a University work order via the NDNU website. Personal wireless routers are not permitted in the residence halls and will be confiscated.

30) Keys and Card Access

Residents are given necessary keys at the time they check into their living space. After receiving their key, residents are responsible for keeping their keys with them at all times. Should a student lose a residence hall/apartment key, the student must report to the Housing, Campus and Residence Life Office

For New Hall, deactivation of a lost key is accomplished by the activation and use of a new key. Therefore, residents of New Hall will need to use their key on both the suite and their room doors in order to fully deactivate the lost card.

The student's NDNU ID card, room key, as well as any other keys issued to each resident, are the property of the University and are issued to a particular resident for his/her exclusive use. Students are not permitted to lend or give their room keys or ID card to anyone or any University group. Duplicating any keys is also prohibited. Additionally, students are not permitted to install their own locks, alarms or video monitoring on any residence hall doors or in any Residence Hall common area.

31) Kitchens

Small kitchenettes are located on each floor of St. Joseph's, Julie Billiard Hall, and in the Sky Lounge of New Hall. The use of these facilities is open for residents in their particular building.

- Julie Billiard Hall: Second Floor Lounge, Third Floor Lounge
- St. Joseph's Hall: Second Floor Lounge, Third Floor Lounge
- New Hall: Sky Lounge.

It is each student's responsibility to clean up after himself/herself and dispose of his/her garbage appropriately.

32) Laundry

NDNU has laundry facilities, accessible to all residents, 24 hours a day. Our laundry services are provided through Wash Laundry, LLC, and its operation is facilitated by NDNU.

Laundry machines are operated by laundry cards. Value can be added to a laundry card via the web using a credit card, and updating your card at a value adding station. Value can also be added via cash at value adding stations in the Oaks laundry room (serving the apartments), Julie Billiard building lobby and the St. Joseph building lobby. The New Hall value adding station accepts both credit cards and cash payments.

Laundry rooms in the Oaks and New Hall are equipped with Laundry Alert, which students can utilize to check the status of an individual machine via www.laundryalert.com.

Laundry facilities are provided in all residential areas and students using them are subject to courtesy and quiet hours. Residents using laundry areas are responsible for not leaving their belongings unattended. Tampering with laundry machines is prohibited. Housing is not responsible for missing items left unattended. Clotheslines may not be hung outdoors, indoors, or within any public areas of the residence halls/ apartments.

33) Mail

Residents claim their mail and packages directly from the Central Services Office located in the Campus Center. The mail room is open Monday - Friday from 8:00 a.m. - 4:30 p.m.

Students must show their ID to pick up their mail. Tampering with or attempting to access the mail of other students is prohibited.

Unclaimed mail/packages will be returned to the sender after seven (7) days. Arrangements for forwarding mail should be made with the Central Services Office.

34) Maintenance and Repairs

Maintenance requests should be placed through the NDNU website. The proper links to these forms may be found on the University Housing website.

Developing issues should be reported to NDNU Public Safety, University Housing staff or a Resident Assistants (RA) on duty immediately, in addition to completion of the work order.

Attempts at alterations or repairs in the residence hall or apartment by the resident are prohibited. This includes, but is not limited to, installing TV mounts, removing windows, screens or shades; painting or paneling the walls or apartment; and removing built-in furniture, appliances, bookshelves, light fixtures, desks, or beds. Should a student perform his/her own repairs or alterations, the student will be required to pay any fees associated with restoring the room to its original condition and may also face disciplinary action. Excessive damage may result in removal from housing.

35) Medical Device (Sharps) Disposal

A 'sharp' is any device having corners, edges, or projections capable of cutting or piercing the skin or that pose a safety hazard to the custodians and other personnel who handle waste. Sharps are usually hypodermic needles or other sharp medical devices, and are often contaminated with blood or bodily fluids. Sharps cannot be disposed of in the trash. They must be disposed in an approved sharps container. Students who use sharps must notify both the Housing Office and Disability Services Specialist.

If you generate this type of waste, please follow the procedures listed below to dispose of your sharps waste.

- Purchase an approved sharps container from a local pharmacy, physician or hospital.
- Immediately transfer any used needles or other contaminated sharps into the container to minimize possible injury to others.
- Dispose of the sharps in the Housing Office

Individuals who have improperly disposed of sharps waste will be referred for student conduct violations and for violating local regulations. Sanctions may include removal from University housing.

36) Medical Insurance

Medical insurance is a requirement for all residents. All resident students must provide proof of medical insurance. NDNU offers a campus health insurance plan for purchase by students without adequate healthcare coverage. Students may enroll in the NDNU insurance plan or students with comparable coverage may waive out of the NDNU plan by completing and submitting the Student Health Insurance Plan online. Please note: enrollment or waive outs can **only be done online**.

37) Microwaves

Residents are not authorized to use or possess microwaves inside the residence hall rooms. Possession of a microwave is grounds for disciplinary action and confiscation. Exceptions to this policy will be made for MicroFridges purchased or rented through our approved retailer, Collegiate Concepts at www.collegiateconcepts.com.

NDNU does not permit students to have microwaves in New Hall, Julie Billiard Hall or St. Joseph Hall except when using an approved MicroFridge. In order to minimize power interruptions, we encourage you to consider renting or purchasing a MicroFridge if you wish to have both a microwave and a refrigerator in your room.

38) Motorized Vehicle

Motorized vehicles (including but not limited to motorcycles, mopeds, hoverboards, self-balancing scooter boards, two-wheeled scooters, Segways, carts, etc.) may not be operated, charged, or stored inside any NDNU residence hall, apartment, or dining facility. Motorized vehicles used for documented disabilities are exempt from this policy.

39) Noise

Excessive noise is prohibited at all times. Courtesy hours are always in effect, 24 hours a day. At anytime, an individual can request of another resident to alter the sound that is disturbing the individual's activity. Refusal to comply with that request will constitute a policy violation. Loud or excessively noisy group gatherings or guests can be disbursed/dismissed at any time. Courtesy hours include any hours outside of listed Quiet Hours, and students are asked to be considerate of the rights of others to study and sleep.

During all hours of the day, residents are expected to be sensitive to the fact that neighbors may be studying, sleeping, or otherwise occupied, and may not appreciate loud noise. If you are confronted for noise (even during Courtesy Hours), you are expected to comply with the request as if it were Quiet Hours. Loud sound systems, video games, gatherings in hallways, or other disturbances are not permitted. If sound systems are played out of windows, or are an issue in any area around the residence halls/apartments, the owner risks confiscation of the sound systems from the residence hall/apartment.

Quiet Hours are in effect in the residence halls from 11:00 p.m. to 9:00 a.m. on Sunday – Thursday. Friday through Saturday, Quiet Hours begin at 1:00 a.m. During Quiet Hours noise should not be detectable beyond the room of origination to ensure that other residents are not disturbed. Noise should not be heard in the hallways or common spaces of the building during Quiet Hours. If a resident has an issue with the noise level, the first step is to speak to the offending resident(s) who is creating the noise. If the noise continues after a resident has addressed the situation, the floor Resident Assistant (RA) should be contacted. If that RA is not available, contact the RA on Duty for that building/area.

During final exam periods, 24-hour Quiet Hours are strictly enforced. From the time classes end through the conclusion of the final exam period, Quiet Hours are enforced.

40) Pets/Animals

Only non-carnivorous/ poisonous fish in tanks less than 5 gallons and service animals that are registered according to the University's Policy for Service Animals or Emotional Support Animals are permitted in residences on campus. Approved service/support animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. Service and Emotional Support animals are also required to follow state and local laws governing animal registration and tagging (e.g. rabies tag). Contact the Disability Resource Center (DRC) for further information or questions about service animals

If a resident is found in violation of this policy, the resident will risk removal from housing. Pets found in violation of this policy may be removed immediately and turned over to the Animal Control Center or the Humane Society.

Feeding other animals on campus (deer, cats, squirrels, birds, etc.) is prohibited.

41) Refrigerators

Refrigerators larger than 6 cubic feet are not permitted in the residence halls, except where provided by the University in kitchen areas. University Housing strongly encourages residents to either rent or purchase the MicroFridge (see Microwaves).

42) Restrooms

In St. Joseph's and Julie Billiard, on each floor, separate rest room facilities are provided for men and women. At no time should individuals be in a rest room designated for another gender.

43) Roommate Agreement

All residents in University Housing are required to complete a Roommate Agreement to facilitate a successful relationship with their roommate. The Roommate Agreement is considered a binding contract. RAs will provide roommates/suitemates with the necessary Roommate Agreement Form and instructions at the beginning of each semester for each hall/apartment required to complete the agreement. The Roommate Agreement is considered a binding behavioral/social contract. Should one roommate violate the Roommate Agreement, the residents of the unit may be required to participate in a roommate mediation managed by University Housing. Should a student violate the resulting agreement, the student may be referred to the Student Conduct process and/ or be administratively moved.

44) Room Changes

During the first two weeks of classes in both the fall and spring semesters, unless the situation involves a health or safety issue, there are no room or roommate changes. This provides roommates the opportunities to get beyond first impressions, unfounded biases, and encourages students to learn how to get along with people who are different from them. It also allows the University time to determine who has not arrived. With the high occupancy rate and overflow situation at the beginning of each year, room changes can be very difficult to orchestrate and space for room changes is extremely limited.

Residents are not permitted to change rooms or assigned spaces without formal written approval from the Housing Office. Residents who change rooms illegally will be assessed administrative fees and also subject to the Student Conduct Process.

45) Room Condition Report (RCR)

It is the responsibility of the resident to inspect his/her room and complete a Room Condition Report (RCR) with a University staff member, prior to moving in to their assigned space (this includes mid-semester and/or mid-year). This serves as an inventory of the number of furnished items, the condition of the furnishings, and the condition of the premises assigned to the student. This inventory will be completed again at the end of the resident's occupancy, and will serve as the basis for determining billable damages to the room and furnishings.

Failure to complete and return the form will result in the assumption that the room condition at check-in was pristine, and all damages noted at checkout by staff will be assumed to be the responsibility of the resident. Residents are expected to return their room to its original condition or pay damages for deficiencies or damage that are present, beyond normal wear and tear, at checkout.

46) Room Entry

The University respects the privacy of the resident and will protect that privacy. It may become necessary at times for the University to enter an occupied room in the interest of maintaining an environment that facilitates scholarship, provides for the health and safety of residents, ensures the safety of resident property, or in the interest of protecting University persons and property. Reasonable efforts shall be made to notify the resident(s) in advance of any entry.

Staff member(s) will not enter a student's room without consent of a resident except as follows:

- Repairs, maintenance, or facility improvements.
- Recovery of University property not authorized for use in the assigned space.
- When there is reasonable information that an emergency exists (including, but not limited to fire, accidents, sickness, or danger to the health and welfare of residents).
- When there is reasonable information that a University policy is being violated. The University reserves the right to remove any items not in compliance with its policies.

If the University enters a resident's assigned space, a student's personal effects will not be disturbed without the consent of the resident or during an administrative search.

The University reserves the right to begin an administrative search or refer a student to the Student Conduct process if an item that violates the Code of Conduct or Housing Regulations is in plain sight and witnessed during a standard or voluntary room entry.

An administrative room search is a search by University personnel of the space occupied by a particular student or students for items that may harm the health, safety or welfare of individuals within the University community, or for items which may involve a breach of the Student Code of Conduct/Housing Regulations.

Searches of resident rooms by Public Safety and/or University Housing personnel shall only be permitted if there are at least two authorized University staff members present, except in the following cases:

- An imminent danger of harm to members of the campus community and/or their property has been reported. For example, if a fire alarm occurred, a single employee could enter a room without approval; the standard will be reasonable belief that there is an imminent threat of harm.
- A general search of rooms where the search is not directed to a particular individual or individuals. For example, if the University was concerned about fire hazards, theft, or closing a residence hall, a search could be conducted looking for fire hazards and this protocol would not apply.

An administrative room search normally will only be conducted after a request is made to the authorized University personnel.

Upon finding items that may harm the health, safety or welfare of individuals within the University community or upon finding items which may involve a breach of the Student Code of Conduct/ Housing Regulations, University personnel may:

- Attempt to contact residents to open locked areas. The University reserves the right to cut locks when contact cannot be made with residents.
- Advise the police and determine whether the police wish to obtain a search warrant before removing the item. If the police decide to obtain the search warrant, the room will be cleared of persons and secured until such time as the search warrant is executed.
- Confiscate the item and turn over to the police for disposal, if the item is contraband. Items may also be confiscated and turned over to University personnel (see Confiscation Policy).
- Instruct the resident to remove items which are not contraband but which may constitute a threat to the health, safety and welfare of the campus community or a breach of the Student Code of Conduct from University property.

47) Room Occupancy Limit

At any given time, there may be no more than two (2) guests per each resident of a room or apartment. Occupancy of another non-residential room is limited to posted occupancy limits.

48) Solicitation

In all of our residential living environments we strive to provide an atmosphere conducive to academics, as well as a comfortable and supportive living environment. Residence hall and apartment rooms are to be used solely for residential purposes; residents are not permitted to operate businesses out of their rooms or to list residence hall room or phone numbers in commercial ads or other business announcements. Soliciting or conducting business is not permitted in the residence halls/apartment complexes, including from within your residence hall room/apartment unit. This includes approaching students with a product(s), sliding information under doors (excluding NDNU approved events), stopping students in the hallways, and posting information about services.

49) Smoking

Notre Dame de Namur University recognizes the serious health issues associated with smoking, not only for those who choose to smoke, but also for those in their company who are subjected to second-hand smoke. The University also recognizes its need to comply with smoking ordinances in public settings as mandated by the state of California. Therefore, all University buildings are smoke-free, including all residence halls and apartments. All common/public areas including balconies, patios, and entry ways are smoke-free. Residents may smoke only within the four designated smoking areas, as posted. Smoking is permitted only in designated smoking areas that are 20 feet away from any structure on campus.

50) Subletting

Residents of University Housing are not considered lessees and therefore, are not permitted to extend this agreement to any other persons. There is no ability to sublet your room or apartment space even to another NDNU student.

51) Staff On Duty

Monday through Thursday, 5:00 p.m. to 9:00 a.m. and Friday, 5:00 p.m. through Monday, 9:00 a.m., there are three Resident Assistants (RAs) On Duty. If a student is in need of assistance and cannot find his/her RA, the student should talk with the RA on Duty. The RA on Duty may be contacted through the Duty Phone as posted in the Housing Office and as listed on the Housing website. The RA on Duty is available to assist residents with problems/issues associated with student housing.

If there is an EMERGENCY during non-business hours the RA on Duty can be reached by using the phone number listed for the duty phone. This number can be used for a variety of services, including lockouts, noise concerns, etc., and especially in emergency situations.

In the case of a fire or a life-threatening situation students are expected to contact 911 for immediate assistance; then contact Public Safety and/or the RA on Duty for support.

52) Storage

Trunks, suitcases, and other belongings must be stored in the student's room/apartment or taken home after students have moved into their assigned spaces. NDNU is unable to provide personal storage to students.

53) Study Rooms

Furnished study rooms are located in St. Joseph's Hall and Julie Billiard Hall on the third floor. Lobby and floor lounges on other floors may be used for studying, meetings, fitness, programs and/or community-building activities (although the Library is the best alternative for studying). For the safety of residents and guests, sleeping is not permitted in lounges or other public areas.

54) Theft

It is prohibited for individuals in the halls/apartments to possess, without authorization, goods belonging to other resident or the residence hall/apartments (e.g., lounge furniture), including food items not designated as a carry out item (e.g., utensils, plates, cups, etc.) by Dining Services.

Theft can be a serious problem in any residence hall. Theft occurs more often when students leave their rooms unlocked and unattended, or when students leave their personal items unguarded in public areas.

To help protect your personal property:

- Lock your room whenever you leave it - even if it is for just a few minutes.
- Lock your door when sleeping.
- Never lend your room/apartment key to anyone.
- Keep your valuables in a safe place; do not leave valuables in the open and unattended.
- Report suspicious persons to your residence hall staff or Public Safety at 650-508-3502.
- Do not permit anyone, other than your guest(s), to enter the building behind you. Make sure the main door closes and locks behind you.
- Do not prop open exit or stairwell doors.
- Report lost keys to the University Housing Office immediately.

NDNU assumes no liability for damage, theft, or loss of a resident's personal property. We encourage residents to carry personal property insurance to protect against the loss of their belongings while in University Housing. Before purchasing personal property or renter's insurance, students should check with their parent's homeowner's or renter's insurance policy to see if your property is covered while living in on-campus housing. Existing family insurance policies will sometimes cover items while away at school. If the family's policy does not cover the student's items, it is recommended that the student purchase a policy.

55) Throwing or Dropping Objects

Throwing items or dropping objects of any type out of windows, or hanging items from windows, presents a serious hazard to others and is strictly prohibited. Throwing objects (e.g., balls, Frisbees, or water balloons) inside any residence hall/apartment building is also considered inappropriate behavior and is not permitted. Any of these actions may result in disciplinary action.

56) Trash

Large trash bins are located across from the Carroll Apartments next to St. Mary's Hall, outside Julie Billiard Hall, between St. Joseph's Hall and the Chapel, and behind the central stairs at each end of New Hall. Residents are expected to dispose of all garbage in the proper waste receptacles. Trash left outside rooms/apartments will result in a cleaning/removal fee. Students are encouraged to recycle items as appropriate to reduce waste. In a group living situation, pest control can become a major problem. Students are required to report concerns or issues related to pests to immediately.

57) Unauthorized Entry/Exit

Entering or exiting buildings illegally, improperly, without authorization, or during non-contract periods without proper permission, any room/apartment, including alarmed exit doors or windows, is not permitted and may result in the immediate termination of your Housing License and/or additional fees being assessed to your student account. Such violations will also be referred to the Student Conduct system.

58) Vacant Spaces

University Housing reserves the right to make an administrative room change into a vacant space when a change is deemed necessary.

Residents in a room or suite with a vacant space are required to accept a new roommate who is placed in the space by the University Housing Office. Refusing to accept a roommate or impeding University Housing's ability to effect an assignment into a vacant space (e.g. by not keeping the unoccupied space presentable) is a violation of the license agreement. While the staff will make every attempt to notify current roommates either through an official notification to the roommates, advance notice of a new roommate is not always possible. Therefore, residents must ensure that the vacant space and furnishings in their room or suite are in a condition ready for occupancy at all times. Failure to comply with these policies can result in the resident being charged the full rate for the vacant space.

59) Vandalism

Any student who commits an act of vandalism (damaging University/personal property) will be charged for the damage and will face disciplinary action, including possible arrest and dismissal from the residence hall/apartment building. In the event vandalism occurs in community areas and the

student cannot be identified, the residential community will be billed for the damage. Residents are encouraged to hold other residents accountable for their actions. Residents are expected to report vandalism immediately to the Housing Office.

60) Vending

Vending machines are provided in some residential facilities for the resident's convenience. The vending machines are operated by a subcontractor of the University. If you experience problems with the vending machines, report the problem to the company directly, at the number listed on each machine (refunds may be available at the Business Office).

Machines are located in the following areas:

- Julie Billiard Hall Stairwell (Drink & Snack)
- New Hall Laundry Room (Drink and Snack)

61) Weapons/Dangerous Items

Pursuant to penal code section 626.9 firearms are prohibited on the grounds of the housing complex. Possession of weapons including, but not limited to firearms, live ammunition, BB guns, paintball guns, air pellet guns, and any knife having a blade longer than two and one half inches is prohibited from use or storage in the residence suites or apartments.

Possession of these items may result in revocation of the License Agreement. Use of any object or instrument to simulate a weapon in a manner that endangers or intends to endanger any person is prohibited. This includes the use of kitchen equipment, sporting equipment, tools, or any other item that is used, or could be used, as an improvised weapon. Kitchen equipment used for any other purpose than for cooking will be considered an abuse of the weapons policy and is subject to disciplinary action.

62) Windows and Screens

If a student is observed tampering with a window or security screen other than in an emergency situation, they will be subject to referral to the Student Conduct process, regardless if they were assigned to the room. Screens and blinds are not to be removed, except in the event of an emergency. At times, there may be tags or clips attached to windows or screens to track if they have been used. In the event these clips have been broken, students are subject to fines during the damage billing process.

63) Winter Closure

Housing fees for the contract do not include the dates the campus is closed. With the exception of residents on the Pay-to-Stay program, all residents must vacate housing facilities during the period the University Winter Break Holiday.

Residents must depart no later than 5:00 p.m. on the Friday of finals week, and may return starting at 11:00 a.m., the Saturday before classes begin for spring semester.

Residents do not have to remove their personal belongings during that period, but should take proper security precautions to protect their valuables. University Housing assumes no liability for residents' personal items.



Housing staff will conduct a final check in advance of the closure to ensure that proper security measures are in place and that all garbage has been properly discarded. All garbage removed by Housing staff will be subject to a disposal fee of \$25 per bag.

C. Services Provided

- a. Phone: Each room/apartment contains a phone jack that can access local service. Student residents must provide their own phones. No alterations or additions of any kind may be done to the wiring except by the University. Misuse of the phone system is a serious offense and may be cause for termination of the License for On-Campus Residence.
- b. Ethernet Service: Each room/apartment contains Ethernet service. Students must provide their own Ethernet cable and utilities for access. To receive Ethernet service, students must register through the Office of Information Technology (OIT). All students are expected to be responsible for reviewing and agreeing to the NDNU Acceptable Use policy provided by OIT. No alterations or additions of any kind may be done to the wiring or hardware except by the University. A violation of the Acceptable Use Policy is a serious offense and may be cause for termination of the License for On-Campus Residence.
- c. Cable TV: Each room/apartment contains a cable TV outlet. Students must provide their own cable cord and television. Modifications to the student space for additional television resources are strictly prohibited. NDNU channels are available on the Housing website. (Note: May not apply for the 2020-2021 academic year.)

D. Medical and Pregnancy. A resident who is medically compromised as determined by the University or who is pregnant or becomes pregnant while occupying University Housing must inform University Housing in writing and submit appropriate documentation as deemed necessary by each office. In the case of pregnancy, the resident may remain in campus housing as long as she is in compliance with prenatal care and doctor's recommendations. The University does not permit infants or children to live in or be a guest in student housing.

E. Personal/Community Wellbeing. If, at the discretion of the University, and in accordance with policies regarding health and safety withdrawals, a student becomes a danger, problem, concern to him/herself or others, causes physical damage to the property, and/or disrupts the living environment of residents, the University reserves the right to temporarily or permanently remove the student from housing. This removal may result in the forfeiture of housing fees for the current semester.

IV. RIGHTS RESERVED BY THE UNIVERSITY

A. Right of Entry. The University reserves the right of entry into residents' rooms/apartments by designated personnel to:

- make necessary repairs;
- conduct health and safety inspections;
- assure federal, California, and University health and safety standards are met;
- investigate a reasonable belief that a violation of University regulation(s) or federal or State law occurred; and
- enter in the event of, or to prevent, any possible emergency situation, threats to the community, or to an individual.

The University respects residents' privacy insofar as consistent with the University policies and procedures; advance notice of entry will be given if reasonable to do so.

B. Termination. This License may be terminated and all rights of occupancy may be canceled at the University's option under any of the following conditions and notice will be sent to the student's NDNU student email account:

- a. failure to be a full-time registered student; exceptions must be approved by Assistant Dean of Students
- b. determination by the Chief Student Success Officer or designee that a student is unfit to live in the University residence halls or apartments;
- c. in the judgment of the University, breach of any of the terms and conditions of this License, policies as set forth in the University Catalog, the Student Code of Conduct, and/or the Student Handbook as well as those standards, procedures and regulations which hereafter may be amended/enacted and promulgated during the same academic year of this License;
- d. in the judgment of the University, failure to make required payments when due (continued delinquency in payment may result in termination of student status);
- e. for reason of forced measure, closure or any other condition or occurrence which is beyond the control of the University. Upon termination of this License pursuant to this paragraph or upon expiration of the period of occupancy as provided by this License, the resident shall vacate the residence hall and remove all personal property within 48 hours of notice. The University may dispose of property not removed at the occupant's expense and collect the cost thereof by direct billing or through a hold on a student's account.
- f. If the student fails to properly check into University Housing within one (1) week after the opening of the residence halls.

C. Nonwaiver of Covenants and Conditions. The failure of the University to insist upon strict performance of any of the covenants or conditions of this agreement or to avail itself of any rights or privileges enumerated herein, in any one or more instances with regard to any one or more students, shall not constitute a waiver or relinquishment for the future of such a covenant, condition, right or privilege, but the same shall remain in full force or effect.

D. Right to Modify. The University reserves the right to make and promulgate such modifications and/or additional rules, regulations and policies which in its judgment may be reasonably necessary or appropriate for the safety, care, and general welfare of the residents and to adjust charges or costs for accommodations, facilities, and food services at any time. Notice of such changes will be made via University email.

E. Compliance. The University reserves the right to withhold grades, records, degrees, credits, or other documentation in the event that there is a material breach of this License by the student. The University has the right to continue such withholding until such time as the student completely complies with any financial obligations or student conduct sanctions for violations of or failure to comply with this License.

F. Parental Responsibility. If the student is a minor (under eighteen years of age) his/her parent or legal guardian must become a party to this License. Failure to do so shall be considered a material breach of agreement.

G. Immunization Policy. Proof of immunization records are due to the Housing Office on the day of your first semester at the University in accordance with NDNU's policy for Immunizations. More specifically, students are required to provide proof that they have met the following immunization requirements PRIOR to their first semester of enrollment.

- Ⓞ MMR
- Ⓞ Hepatitis B
- Ⓞ Tuberculosis (TB) Risk Assessment



Students must also provide a signed receipt of information about Meningococcal disease and immunization recommendations. All international students are required to be screened for tuberculosis in the United States or Canada within six (6) months PRIOR to their first semester (only laboratory test results will be accepted). If are tests are completed outside of the U.S., the results must be provided in English.

These documents must be turned into Health Services/Housing Office prior to move in. Lack of proof or submission of an incomplete form will result in a hold on the student account and/or denied authorization for those who want to move into the residence halls until completed documentation has been received.

I. Governing Law. At all times interpretation and enforcement of this License will be governed solely by California law and the University when no applicable law exists.

IV. ARBITRATION AGREEMENT IN LIEU OF COURT

The University and you, as the Licensee or guarantor, hereby agree that all legal disputes will only be resolved by final and binding Arbitration under the California Arbitration Act, and not in Court.

If the Housing License Agreement changes during the academic school year, all residents will be notified of change.

By submitting an application for Housing the student (and parent/guardian in the case of a minor student) agrees that they have read, understand and agree to the terms and conditions of this license agreement.