

YOUR HOUSING CONTRACT IS LEGAL AND BINDING ONCE SUBMITTED. IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF WITH THE RULES AND REGULATIONS OUTLINED IN THIS HANDBOOK. RESIDENTS AND THEIR GUESTS ARE RESPONSIBLE FOR KNOWING, UNDERSTANDING AND ABIDING BY THE CONTRACT.

## Purdue Fort Wayne Acknowledgement of Contract

- I acknowledge that by residing in Purdue Fort Wayne Student Housing, I am responsible for abiding by all federal, state, and local laws, as well as Purdue Fort Wayne rules and regulations.
- I acknowledge that I am responsible for the behavior of my family members and guests at all times and am obligated to inform them of all Purdue University Fort Wayne and Student Housing policies.
- I understand that illegal drug use, physical confrontation, weapon possession, significant disruptive behavior, or similar severe violations of the Student Code of Conduct or Housing Contract may result in immediate removal.
- I understand that I have agreed to a housing contract that includes financial and behavioral obligations and that I can review the contract and Student Housing Handbook online or request a copy of my contract by emailing [housing@pfw.edu](mailto:housing@pfw.edu).

***Student's electronic signature indicates that they understand this information and have agreed to follow the contract terms and abide by the Purdue Fort Wayne Student Housing Handbook and Purdue Fort Wayne Code of Conduct. Violations to the housing contract or Student Code of Conduct or Housing and Residential Education policies may result in eviction and impact your status as a student.***

## HOUSING CONTRACT

**Governing Law** - This contract is to be governed by and construed in accordance with the laws of the State of Indiana. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Allen County, Indiana and the resident hereby consents to service of process from such courts.

**Occupancy** - Housing agreements are signed on an academic year, spring only, or summer only basis. These dates are established in the Student Housing portal and agreed to using the electronic signature. Residents may occupy Student Housing rooms on the dates specified in the Housing Agreement. More than one contract may be active depending on time of year. Residents may occupy ONLY the bedroom they are assigned, and shared common area space, but may not use any vacant bedrooms in the apartment for storage, guests or any other purpose. Failure to occupy a reserved room within one week of the beginning of Semester classes may result in termination of a specific space assignment. Residents will still remain responsible for the terms of the contract (see early termination matrix). Rooms shall be vacated no later than the lease end date at 12n on the last date of the contract unless a congruent contract for the next term exists with an established booking (i.e. Spring to Summer contracts). Exceptions are made for students participating in commencement activities or other academic needs.

**Room Assignment** - Room assignment priority is based on the date of receipt of a resident's completed contract, safety deposit and application fee (\$170), and submitted date of completed Housing contract. Returning residents can expect to have a priority deadline each year prior to the end of the semester. New student priority deadline is determined each year and will be publicized via the website and email. All contracts must be signed through the Housing portal using electronic signature and student ID numbers. It is an expectation that when possible (for Academic year contracts only) students choose a room for themselves. Room selection for Fall bookings will be turned off when occupancy is almost reached. Housing staff will choose assignments for Spring only and Summer only contracts due to occupancy constraints and availability.

The University makes all assignments without regard to race, age, color, religion, national origin, sexual orientation, veteran status, intellectual or physical ability and rejects all requests for changes of assignment based on such. In the event the University is unable to deliver possession of the assigned living unit, you agree to accept assignment to another unit, including off campus contracted Housing. The University reserves the right to change room assignments for any reason deemed appropriate up until the move in date for a student. Additionally, the University reserves the right to move a resident during the contract for reasons including but not limited to alleged violations of the contract, roommate incompatibility, consolidations, or unavailability of roommates.

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**Room Changes** - Room transfer requests can be made at the Cole Clubhouse front desk only after the first 3 weeks of class. Residents must have followed the transfer request process which will include a mediation and possible other requirements depending on the situation and at the Hall Director discretion. Hall Directors facilitate the room transfer request process and reserve the right to use discretion in the approval of transfers and the new room assignments. Room Re-assignments will also depend on space available. Requests for room changes for reasons of race, color, religion, national origin, sexual orientation, gender identity, gender expression, veteran status, or intellectual ability will be denied.

**Relocation of Resident/Administrative Transfer** - Purdue Fort Wayne Student Housing specifically reserves the right to relocate resident to another room in the premises. The University may assist resident in moving resident's personal property in the event of such relocation. In the event that an assigned room is not ready for occupancy at the commencement of the term, as determined solely by the University, Purdue Fort Wayne Student Housing reserves the right to assign resident, if possible, to temporary alternative accommodations.

**Normal Agreement Termination** - A normal housing agreement termination occurs at the completion of the term specified in the agreement, with the resident having made all required payments throughout the term and having no violations that affect their residency.

**Early Agreement Terminations** - The housing contract is a financially and legally binding agreement with the University. Occasionally, it becomes necessary to request a housing agreement termination before its intended end date. The circumstances of early agreement termination may have financial implications, and will include an assessment of an Early Termination Fee (ETF) and/or proration of the lease. The circumstance of early agreement termination have financial implications and are outlined below:

### Early termination timeline for students, not yet receiving keys, prior to the start of a semester

Fall Term	
Prior to May 1 <sup>st</sup>	Student forfeits \$150 deposit
May 1 <sup>st</sup> to August 1 <sup>st</sup>	Student's \$150 deposit is deducted from \$400 early termination fee and remainder is owed
August 1 <sup>st</sup> – day before Move In	Student's \$150 deposit is applied to \$400 early termination fee & charged 25% of semester balance
If moved in (keys received)	Student's \$150 deposit is applied to \$400 early termination fee. Student charged prorated days for occupancy and 25% of remaining semester charges – <i>applies if student is withdrawn from institution only and if deposit is on file</i>
Spring Term	
Prior to November 1 <sup>st</sup>	Student forfeits \$150 deposit
November 1 <sup>st</sup> to January 1 <sup>st</sup>	Student's \$150 deposit is deducted from \$400 early termination fee and remainder is owed
January 2 <sup>nd</sup> – Wednesday before Move In	Student's \$150 deposit is applied to \$400 early termination fee & student is charged 25% of semester balance
If moved in (keys received)	Student's \$150 deposit is applied to \$400 early termination fee. Student charged prorated days for occupancy and 25% of remaining semester charges – <i>applies if student is withdrawn from institution only and if deposit is on file</i>

**Please see below for examples of extenuating circumstances eligible for an early termination after a student has taken responsibility for their assigned unit and received keys.**

**Residents will remain fully responsible for the entire lease amount in these circumstances:**

1. A resident is delinquent in making Housing payments
2. A resident is suspended or expelled from Purdue Fort Wayne or IU Fort Wayne
3. A resident is removed for a serious conduct violation.

**A reduced or waived early termination fee may be assessed for the following:**

1. A resident is activated for required military service. No early termination fee will be assessed.
2. A resident is academically dismissed from their institution. Student will forfeit the \$150 deposit.
3. A resident requires an early termination for medical reasons. No early termination fee will be assessed. Appropriate medical documentation will be requested.
4. A resident graduates from their institution. No early termination fee will be assessed.

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Residents who seek exemption and early termination (not listed above) shall be considered individually. Specifically, a Financial Appeal process exists for residents who find themselves in financial distress. The Director of Housing and Residential Education helps to facilitate the process. However, residents are responsible for the collection of documents. The Director will submit the completed financial appeal to the Vice Chancellor for Enrollment Management and the Student Experience (or their designee) for a decision. Students can expect this process to take 10 – 14 business days once the completed appeal is submitted. Residents citing financial implications should request an additional Financial Appeal document at [housing@pfw.edu](mailto:housing@pfw.edu).

Moving out of Purdue University Fort Wayne Student Housing earlier than the agreement term without first pursuing Housing termination will not absolve a resident of the financial responsibility for Housing fees. **Following approval of early termination, the contract will be prorated until the keys have been returned in addition to established fees.**

If you are experiencing difficulties in Student Housing, it is your responsibility to communicate appropriately with your RA or Hall Director. Housing staff may make referrals to appropriate resources on campus or in the community to assist residents with extenuating circumstances. Issues regarding roommate conflicts may require intervention through the conflict mediation process. This will involve participation from all parties. Should resident choose to move out of Student Housing for reasons not listed below, resident will be subject to the terms of the contract in its entirety.

### Removal for Non-Payment

- The threshold for removal notices will be \$500 or greater.
  - Once students have been removed from Housing, charges will stop and the contract will be prorated based on the number of days a student has had the keys to the unit unless that is greater than the amount owing or during a “hold period” such as Winter Break, the break between Spring and Summer sessions, and the break between Summer and Fall sessions where students are not charged.
  - Students will be assessed a \$400 early termination fee for the early termination of their contract for non-payment, as outlined in the cancellation policy within the contract.
  - Deposits will be returned to students’ accounts no later than 45 days after the removal from Housing per Indiana State Law. Deposits will be applied to outstanding balances.
1. Students must be notified within 45 days of the estimated costs of any damages or costs of bagging and tagging items left behind.
  2. If the student fails to remove any personal property, Student Housing Maintenance Staff will remove “valuable” belongings, appropriately label and date each bag or item, and store on the property for 90 days at the cost of \$25 per bag or equivalent of items. The student will be notified in writing where they are stored and how long they will be stored. If not retrieved in 90 days, the items will be logged and donated. The resident will then be notified of the donation.

### *Financial Appeals – Housing Charges Only*

1. The Financial Appeal process is administered through Housing to the Vice Chancellor for Enrollment Management and the Student Experience, who makes all final decisions regarding appeals.
2. Students who have an inability to make payments due to the affordability of their chosen floor plan will have the ability to submit a Financial Appeal.
3. Occupancy must allow for a downgrade in floor plan choice to occur. Other students will not be displaced to accommodate these requests.
4. Financial Appeals can also be submitted for past, current, and future Housing bills when a student has signed a contract but cannot afford any of the floor plan options.
5. If a student completes a full appeal of fees, the determination of Housing charges will come from the Appeal of Fees Committee.

### Return to Housing

1. Students may return to Housing for any future academic terms only if their outstanding balance (including tuition and fees) have been paid.
2. Students will not be permitted to sign additional contracts with balances over \$100 unless they are on an approved payment plan with the Bursar.
3. Students with extensive history with inability to make payments will be assessed on an individual basis regarding future Housing contracts.
4. In the event a student has been removed for conduct reasons, a written request to the director to return is necessary.

### Overflow Policy

- Students who cannot be accommodated in Student Housing on the established contract start date, will be accommodated in overflow housing up to 5% of the overall capacity of Purdue University Fort Wayne Student Housing.
- Students will be expected to choose their top three floor plan choices upon submission of their contracts. That will be used to move students into permanent placements in Student Housing once unused spaces are identified. Students will be placed in permanent spaces in priority of:
  - Date contract was submitted
  - Floor plan preference available – or closes rental rate to preference available
  - Gender *\*unless space opens in Gender Inclusive Housing and students have chosen that as a suitable option.\**
  - Suitability for LLC/IG placement
- Unused spaces will be a result of other contracted students who do not enroll in classes or are administratively removed from Student Housing.
- Students accommodated in temporary housing (where possible and available) will be charged a daily rate of \$28.65/day if they do not receive a placement in Student Housing or have not chosen to opt into an available space by semester end.
- Students who receive a refund of any kind while in temporary housing and have not been assessed a Housing charge on their student account will be expected to keep the refund until they have been assessed a Housing charge. At which time, the refund should be returned to the Office of the Bursar for payment.
- Students on the overflow list who have a permanent address within 20 miles of the University will not be housed in overflow housing, but will be placed on a wait list until a permanent space opens for them so as to reduce costs to the facility and to students. Exceptions to this will only be made for students in extenuating circumstances as outlined by the Director for Housing and Residential Education.
- If students in overflow housing or on the waitlist find another living arrangement or choose to opt out of their Housing contracts will be released from their contract at no penalty. This will not apply to students once they have been given a permanent housing placement.
- Students in overflow housing will be held to the same code of conduct as listed in both the Purdue University Fort Wayne Student Code and the Student Housing Contract. All conduct procedures will apply when students are in violation of either agreement.

**Security Deposit and Application Fees** - Residents pay a refundable security deposit of \$150 and a nonrefundable application fee of \$20. Housing cleaning fees, damages or other charges may be deducted from the security deposit. If a deposit was not paid, resident will be billed for damage(s). Within 45 days following the expiration of the housing agreement, any remaining security deposit will be returned to Resident by the Bursar's Office. Any amounts due to the University may be withheld from the security deposit.

## POLICIES AND PROCEDURES

### Resident Responsibilities

Rules, regulations and standards are necessary for the functioning of the Student Housing community. There are three basic principles which will assist everyone in becoming a positive, contributing member of our community. 1. Demonstrate care for yourself 2. Demonstrate care for and consideration of others 3. Respect others' and Purdue Fort Wayne's property

## PURDUE UNIVERSITY FORT WAYNE STUDENT HOUSING CONTRACT AND HANDBOOK

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Signing the Housing Agreement which includes an acknowledgement of the Handbook, indicates that residents shall agree to make themselves aware of, and abide by all the policies indicated therein. If any of the rules and regulations are violated it may result in University disciplinary action.

**Apartment Entry** - Housing Staff members are not permitted to open a bedroom or apartment for anyone other than its occupant(s). The Housing Staff and University Police are authorized to enter any apartment room at any time deemed necessary for the following purposes: **Maintenance, personal safety, emergency situations, and verification of occupancy.** **Housing Staff and University Police are not required to provide notice ahead of time but may do so as a courtesy.** *Unnecessary entry to a unit by any staff member is not permitted.*

**Alcohol** - Purdue Fort Wayne is a dry campus. Possession or consumption of alcoholic beverages or containers is prohibited in Student Housing and all off campus contract Housing units. Materials associated with the use or support of alcoholic beverages will also not be tolerated in general view within the apartment. This includes but is not limited to shot glasses, posters, neon signs, and decorative bottles.

University and Housing officials, including University Police, can and will ask individuals who violate the alcohol policy to dispose of all alcohol in their possession. Students who violate the alcohol policies may be referred for disciplinary action and could experience legal ramifications at the discretion of law enforcement who may be present.

**Appliances** - Some small appliances, such as radios, toasters, televisions, irons and refrigerators not exceeding four cubic feet are permitted. Small appliances with open heating elements are not allowed. Resident should check with Student Housing regarding permissibility of other small appliances. Major appliances not furnished by Purdue Fort Wayne Student Housing, such as washers, dryers, space heaters, deep fryers, halogen lamps etc., are not permitted on the premises. Window air conditioners are not permitted. Auto shut off for small appliances is preferred and required where possible.

**Bicycles** - Parking and storage of bicycles may only occur in the areas provided for bicycle parking. Bicycles may not be parked inside buildings or apartments, nor ridden in hallways. Bicycles may not be chained to exterior railings, trees, light poles, or any other structure. Bicycles will be removed from such areas by Student Housing Staff. Student Housing shall not be liable for damage or loss of any bicycles. All bicycles must be registered and have a registration sticker which should be obtained from the University Police Department.

**Condition of the Premises** - On the first day of move in, Resident shall conduct an inspection of the premises and all furnishings and fixtures. If anything is not in good repair, intact or otherwise undamaged, the resident shall make note on the electronic Unit Condition Form and submit it within 24 hours (1 day) after move in. If Resident fails to provide a completed Unit Condition Form, the premises, fixtures and furnishings shall be deemed in good repair, intact and not otherwise damaged.

Upon termination or expiration of the Housing Agreement, Resident shall remove from the room all personal property and items not furnished by Purdue Fort Wayne Student Housing. Resident shall return the premises, furnishings and fixtures in clean and good condition, with normal wear expected. Resident and Purdue Fort Wayne Student Housing staff will conduct an inspection of the premises upon termination or expiration, but the University shall have no duty to conduct a joint inspection with resident if resident is in default. Resident shall return all keys, cables, and other Purdue Fort Wayne property upon termination or end of Housing Agreement.

In extreme cases or upon failure to remove personal items, Student Housing reserves the right to remove personal belongings. Removal of personal items is a charge of \$25.00 per bag or equivalent. Should items not fit in a bag, an estimated cost will be assigned to them per the amount of bags they might require. Maintenance will bag and tag personal items within reason, for 90 days. Items will be donated after 90 days.

**Confidentiality** - Student Housing staff will respect private information that residents may share and keep it confidential. However, staff members will not, and cannot, promise absolute confidentiality. For resident safety and security, staff members are required to report to their supervisors any information concerning the safety and well-being of residents.

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**Damages (Apartment)** - A resident is liable and judicially accountable for all damages to Purdue Fort Wayne Student Housing resulting from negligence and misuse. All residents of an apartment will be held mutually liable for damage to the apartment common spaces once occupancy is established. An individual resident of the room is solely liable for damage to the room when individual responsibility can be clearly established. This includes, but is not limited to damages caused by electrical appliances or other personal equipment and belongings, and damage caused by adhesives, nails, tacks and vandalism. Upon move-out, all occupants will be assessed equal charges for damages in the common areas, unless the responsible occupant has acknowledged sole responsibility.

**Damages (Common Areas)** - All residents of a building are liable and accountable for all damages to the public areas of their building resulting from negligence and misuse. Housing staff should attempt to find the people responsible for the damage and hold them accountable. If this fails, the cost of repairs will be split among all the residents of that floor or building.

**Displays and Decorating** - It is essential that Residents observe good taste and common sense in decorating their apartments. No articles are to be displayed in the windows since the public views the facility from the outside. Residents will be charged for damage caused by any affixation of decorations which marks, defaces, or mars the interior and exterior. LED light strips are strictly prohibited.

**Disruption to the Community** - Residents must not behave in a manner that disturbs the peace and good order of Purdue Fort Wayne Student Housing. Residents must avoid undue disruption to, and adverse impacts on, the daily operations of the campus housing community. Inability to adjust to living on campus may result in disciplinary proceedings. Residents are expected to abide by established quiet hours and should follow courtesy hours at all times.

**Drugs and Drug Paraphernalia** - The use, sale, possession or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be reported to the appropriate law enforcement and/or Student Housing authority. Residents or guests caught or suspected of using drugs will face disciplinary action including the possibility of removal from Student Housing. Contraband inspection services utilizing contraband detection canines may be conducted on an unannounced basis. Communal areas, individual rooms and automobiles shall be subject to inspection. The association with the use of illegal substances prohibits the presence of paraphernalia which includes, but is not limited to, bongos, hash pipes, blow tubes and water pipes. If prohibited items are observed in an apartment, the items may be confiscated and disciplinary action may be initiated.

**Enrollment Status** - Residents in Student Housing must be enrolled with either Purdue Fort Wayne or IU Fort Wayne at the time they move in and maintain registration for the duration of their stay. *Please see early termination matrix for information regarding charges and expectations when a student withdraws mid-year/semester.*

**Guest and Visitation** - A resident is responsible for the actions of any guest(s) or affiliate(s) within their apartment or anywhere on Purdue Fort Wayne Student Housing premises. A guest should be accompanied at all times by the resident. At no time shall a guest be left unattended in Student Housing. No one under the age of 18 will be permitted to stay the night without consent from the Director of Student Housing.

Each resident is permitted one overnight guest at a time with agreement from all roommates. Guests are not permitted to stay longer than 72 hours in a 7 day period. All guests must be registered at the Clubhouse Front Desk before Clubhouse closing each night and have a guest parking permit if necessary. Guests are responsible for carrying their registration slip and a photo ID with them at all times. All Guests not registered by close of Clubhouse must vacate Student Housing. Unregistered guest vehicles must be parked in the visitor lot located outside of the Office of Advancement. Registered and unregistered guests not carrying their electronic registration proof and ID may be escorted off campus by University Police.

Students found in violation of the guest policy will be found in violation of Student Housing Policies and will face disciplinary actions including fines up to \$100. Roommates in violation of the guest policy may also face disciplinary actions and fines. Guest Registration forms are available online via the website. *Please also refer to the "key policy" to so as to better understand that residents may not give their keys to anyone for any reason unless a Housing staff member.*

This policy may be adjusted as appropriate throughout the duration of the contract by the director or their designee.

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**Keys and Lockouts** - Every resident is assigned a unique set of keys including a building access fob, a mailbox key, an apartment key, and a bedroom key. Residents are financially responsible for lost keys and the cost of a core change. Lost or missing keys must be reported immediately to the Clubhouse front desk. Allowing others to gain access to Student Housing Facilities with the keys or fob provided to the resident constitutes a violation of the Key Policy. It is not permissible to allow anyone else to have or use these keys under any circumstance. Duplication of keys is prohibited. Violation of the key policy can result in a \$50 fine. Lock out fees are \$15 each, charged to the resident's account.

**Immunizations** - All PFW students are encouraged to submit completed immunizations online through [www.medproctor.com](http://www.medproctor.com). Further information can be found through the Dean of Students. Student Housing does not facilitate the immunization process.

**Liability** - Although precautions are taken to maintain adequate security, the University does not assume any legal obligation for injury to a person (including death) or loss or damage to items of personal property. Purdue Fort Wayne, its officers, agents and employees shall not be liable for any loss, injury or damage to resident or guests, including but not limited to, theft, burglary, vandalism, assault or other crimes.

Resident assumes all risk of loss or damage to Resident's property brought into the premises, which may be caused by water leakage, fire, windstorm, explosion or other cause, or by the act or omission of any other resident or person. Residents are strongly encouraged to purchase renter's insurance to cover such possible losses. Resident agrees to indemnify and hold harmless the Institution, its officers, agents and employees, from any and all claims for injury, loss or damages to person or property, regardless of cause of injury, loss or damage alleged by Resident.

Residents are requested to keep doors locked at all times, as Purdue Fort Wayne Student Housing will not be held liable for lost or stolen items. Loss due to alleged theft should be reported to University Police immediately to be officially documented.

Residents are also requested to be mindful of rules of the sidewalk as it relates to different modes of sidewalk transportation such as, but not limited to: bikes, hover boards, skateboards, longboards, unicycles, self-propelled vehicles, electronic/non-electronic scooters, etc. Individuals using these types of modes of transportation are expected to yield to pedestrians, announce themselves clearly, loudly, and repeatedly when passing pedestrians, and to walk with their equipment when necessary and in crowded areas.

### Common Area Usage Waiver

In consideration of the University's permission to use the basketball court and volleyball court at the premises, the resident waives any and all claims that may be asserted against the University or University's agents, representatives, employees or contractors, arising from or with respect to resident's use of the basketball court and other facilities.

*This waiver also applies with respect to any injury or illness that may result (directly or indirectly) from any utilization of any facilities, resident represents and warrants that resident is in proper physical condition to use these facilities and has read, understands, and will comply with all posted and or published warnings, rules, regulations and hours of operation.*

**Parties (or any advertised activities)** - All events must be planned and be approved in writing by Student Housing management. There are many spaces that are available for events via reservation through the Student Housing office. Income-producing parties, such as Mary Kay, Pampered Chef, etc. are not permitted. Soliciting is not permitted on campus.

**Payment** - Housing fees can be paid at the Bursar's Office, located in the basement of Kettler Hall. Credit card payments may be made online through [go.pfw.edu](http://go.pfw.edu). Checks for payments should be made payable to Purdue Fort Wayne, and sent to: Purdue Fort Wayne Bursar's Office, 2101 E Coliseum Blvd, Fort Wayne IN 46805. Purdue Fort Wayne Student Housing cannot accept payment of any kind.

Payment is due according to the installment schedule specified in the Housing Agreement. All charges are billed via mail for non-Purdue Fort Wayne students and email for Purdue Fort Wayne students by the Purdue Fort Wayne Bursar's office, though non-receipt of an invoice outlining the owed payment does not excuse non-payment.

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**Prohibited Items** - The following items are prohibited on the premises: Construction barriers, street signs, newspaper machines, etc. because these constitute stolen property. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals. Additionally, Christmas Trees and other large plants are prohibited.

**Projectiles** - Throwing, dropping, or hanging any and all objects from windows and balconies including but not limited to Frisbees, balls, paper gliders, etc., constitutes a danger to other residents and the facilities and is expressly prohibited. Any indoor sports that involve throwing, dropping, etc. are strictly prohibited. Please see section entitled "windows" for additional information.

**Quiet/Courtesy Hours** - All Residents shall comply with quiet hours between 10:00 p.m. and 8:00 a.m. Sunday through Thursday and 12 a.m. and 10 a.m. for Friday and Saturday. During Final Exams, quiet hours will be further restricted to 24/7. Courtesy hours will be observed 24 hours a day seven days a week. A resident's right to quiet supersedes another's right to noise. PFW is an institution dedicated to learning, and any noise that takes away from a studious atmosphere may be asked to be altered at any time.

No percussive or electronically amplified musical instruments may be played on the premises, with the exception of scheduled student activities in common areas organized by the Student Housing, staff. Non-electronically amplified acoustic instruments may be played in the premises at a level that does not annoy or interfere with the quiet enjoyment of the other residents. It is understood by a Resident that offensive noises are expressly prohibited.

**Solicitation/Canvassing** - Promotions of any kind, without the prior consent of the Student Housing, will not be permitted on the Student Housing property. Residents are requested to notify Student Housing of any such activity.

**Storage of Items** - Improper storage of items can and will result in staff intervention to move inappropriately stored items, potential removal of said items, and can result in a fine for a repeated or egregious offense. Improper storage includes behind major appliances (refrigerators, next to stoves/ovens, etc.), in vacant bedrooms, in HVAC closets, etc.

**Subletting** - Resident may not sublet their housing space, or assign any of their rights pursuant to the Housing Agreement, or otherwise allow any person to share or otherwise occupy the Premises.

**Trash** - All trash from apartments must be placed inside parking lot dumpsters provided by Student Housing, and not left in any of the common areas, hallways, or similar places on the Premises. Residents may not deposit apartment trash in laundry rooms, lobbies or litter receptacles located throughout the grounds, since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle containers when available. Fines will be assessed via the conduct process for residents in violation of this policy.

**Weapons** - Firearms, fireworks, dangerous weapons, and any item that may be suspected to be or appears lethal are prohibited items. This includes, but is not limited to, pistols, rifles, BB guns, stun guns, sling shots, air guns, knives, paint pellet guns, hand bellies, nun chucks, switchblades, swords, explosives and dangerous chemicals. Additionally, any incapacitating devices such as Tasers that may be used as weapons are prohibited. Violation of this policy can result in immediate removal via the conduct process.

**Windows** - Windows shall not be obstructed. Any resident throwing, placing or hanging anything out of their window will be subject to disciplinary action. Residents are not permitted to enter or exit through their windows at any time for any reason. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss of items. In the event that resident removes or damages the window screen, a charge of \$85 will be imposed for each offense, and payment must be made within ten days from date resident receives notice of the charge. No curtains, blankets, or other cloth coverings are permitted. Blinds are provided with every window.



## CODE OF STUDENT RIGHTS, RESPONSIBILITIES, AND CONDUCT

The general regulations governing the personal conduct of all students at Purdue Fort Wayne are outlined in the Purdue Fort Wayne Code of Student Rights, Responsibilities, and Conduct and can be accessed by going to <https://www.pfw.edu/committees/senate/code/>. Residents should refer to the Student Code of Conduct for a complete statement regarding student rights and responsibilities: <https://www.pfw.edu/committees/senate/code/>.

Additional information for Title IX issues and violations may be found at [www.pfw.edu/oie](http://www.pfw.edu/oie) or by calling 260-481-6107.

### Conduct Procedures

All residents bear responsibility to act in accordance with local, state and national laws, Purdue Fort Wayne Code of Student Rights, Responsibilities and Conduct, and housing community rules and regulations. Any violation of the Purdue Fort Wayne Student Housing Contract and Handbook and/or the Code of Student Rights, Responsibilities, and Conduct are subject to potential adjudication. Additionally, violations also constitute a default under the housing agreement and shall entitle Student Housing and Purdue Fort Wayne to pursue all remedies available pursuant to said agreement. As designated by the Dean of Students Office, the Hall Directors, Assistant Director for Residential Education, and Director for Student Housing and Residential Education serve as conduct officers for the residents living in Student Housing and on campus where needed.

Acts of misconduct may result in University disciplinary action and/or criminal prosecution. Residents should refer to the Student Code of Conduct to further understand how conduct proceedings will occur.

### Potential Sanctions

Disciplinary sanctions may include, but are not limited to:

- Assignment of an Alcohol or Drug Awareness course or Conflict Wise Course
- Community service
- Denial of reapplication for housing
- Removal/Interim Removal: Contract cancellation that includes a proration of days for the length of time lived in unit and an early termination fee of \$400
- Fines: Fines are collected for some violations and returned back to the community through building improvements and programming. Fines may be assessed for damages, policy violations, and failure to complete assigned sanctions
- Restitution: Charge for repair and/or replacement and associate costs of damaged property
- Reprimand and Warning: A warning is a written notification
- Disciplinary Probation: Residents placed on disciplinary probation are further warned that any violation of the conditions of the probation or further acts of misconduct may result in additional disciplinary action, including suspension or expulsion from the community. Students place on probation may be restricted from other University activities
- Exclusion: Restriction from entering specified areas in Housing for a designated time period
- Removal of privileges: Including guest privileges
- Apology Letter
- Reflection Paper
- Any other action deemed appropriate by Student Housing conduct officers or the Dean of Students Office

## Judicial Violations that May Result in Removal

The following lists violations for which may result in exclusion or removal. This list is not all-inclusive, but is intended to give examples of serious violations. If a student would choose to appeal a removal sanction, Student Housing conduct officers reserve the right to temporarily move a student to a different space in Housing or remove a resident completely from Housing until a decision is made regarding an appeal. Additionally, residents who have been removed will no longer be allowed on the premises and will be responsible for any remaining balance owing for the entirety of the contract.

- Possession or use of dangerous weapons/substances including guns, knives, explosives or flammable materials
- Possession or use of illegal drugs (including Spice/K12), excessive amounts of alcohol, or abuse of prescription drugs
- Tampering with fire-safety or other safety equipment such as security cameras
- Physical abuse of others including assault and sexual assault
- Threatening or harassment of any kind
- Reckless behavior resulting in the injury or potential injury of others
- Repeated violation of policies or regulations
- Disruption of normal University operations

## PERSONAL HEALTH AND SAFETY INFORMATION

**Fire Safety** - Fire warning devices and safety equipment are to be used only in case of an emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents must vacate the premises immediately. Stairwell exit doors are to be used and only to be used in case of an emergency. Residents will be instructed by Student Housing staff when they will be allowed to return to their apartments. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and strictly prohibited. From time to time, Student Housing will test the smoke detectors in student's room for proper operation and working batteries. Upon notification by resident, Maintenance will replace batteries. Tampering with or altering smoke detectors is a fire safety violation.

Fire drills will be conducted twice a semester, with the first taking place within 10 days of the beginning date of the contract date for each semester and one will take place after sundown per Indiana Code.

*Open Flames*—The use of candles, incense or other device with an open flame is not permitted on the premises. Decorative candles with unburned wicks are permitted. This includes lighters, blow torches, matches, etc.

**Health and Safety** - The health and safety of all residents is of paramount concern. Every resident is expected to respect the personal space of others and in no way act to harm or endanger anyone, including themselves. Please see "Cleaning" (listed under Residential Services) for more information regarding the Health and Safety Inspection guidelines. Be mindful that the inspection policy can be altered to meet the needs of the community and could be changed per unit depending on circumstances and conduct. Students will be notified via email should changes be made.

**Illness** - If resident becomes ill or incapacitated, resident authorizes Purdue Fort Wayne Student Housing and the University to engage the services of the local emergency medical service or physicians at the expense of resident to administer to immediate medical needs of resident, until resident's parents or guardians are contacted for instructions. Upon the advice of emergency medical personnel or a physician, resident may be required to be removed from the premises for care in a medical facility, and any expense will be the responsibility of the resident. It is strongly encouraged that residents inform Student Housing of any special medical conditions or requirements that a resident may have, so that such information will be available if an emergency arises.

**Missing Persons** - If a member of the University community has reason to believe that a student who resides in on-campus housing is missing, they should immediately notify the Purdue Fort Wayne Police Department at 260.481.6827. The Purdue Fort Wayne Police Department and Housing will generate a missing person report and initiate an investigation where appropriate and at the discretion of staff on call.

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After investigating the missing person report, should the Purdue Fort Wayne Police Department determine that the student is missing and has been missing for more than 24 hours, Purdue Fort Wayne will notify the Fort Wayne Police Department (FWPD) and the student's emergency contact no later than 24 hours after the student is determined to be missing. If the missing student is under the age of 18 and is not an emancipated individual, Purdue Fort Wayne will notify the student's parent(s) or legal guardian immediately after as indicated by the student on the key card at time of move in.

Students can confidentially identify an individual to be contacted by Purdue Fort Wayne in the event the student is determined to be missing for more than 24 hours after the student is determined to be missing. Students residing in on-campus Housing are encouraged to identify a confidential contact at Purdue Fort Wayne Student Housing.

**Personal Property Insurance** - Purdue Fort Wayne is not liable for any loss or damage to personal property that might occur. Purdue Fort Wayne also does not insure personal property, nor do we promote any particular insurance agency. It is recommended that residents have insurance on personal items such as computers, stereos, televisions, etc. Homeowners' insurance often covers property outside of the home, which means that a parent or guardian's insurance may cover property while living at Purdue Fort Wayne. If this is not the case, it is the resident's responsibility to find an insurance agency that can meet your needs.

**Pets/Emotional Support Animals (ESAs)** - Pets of any kind are prohibited from living or being inside any building at Purdue Fort Wayne Student Housing unless otherwise approved. Small fish are permissible at one fish per resident in a 5 gallon tank or less. Please see below for the Emotional Support Animal regulations.

**ESA Process** - Residents that are interested in an Emotional Support Animal should request the reasonable accommodation verification form from Disability Access Center. Upon approval of appropriate documentation from SSD, a member of the Housing professional staff team will provide additional Housing documentation that is required. Roommate acknowledgments will be completed prior to formal approval. ESA's are not permitted to be on campus until a formal approval has been given. Residents will be responsible for their ESA's and any damages caused.

**Smoking/Vaping** - According to Purdue Fort Wayne policy, smoking/vaping is only permitted outside in designated areas, 20 feet from the perimeter at any building or in parking lots. Smoking is NOT allowed in any buildings or public areas, e.g., bedrooms, hallways, lounges, laundry room or apartments at any time. Residents cannot smoke/vape while in motion on the premises unless in a vehicle. This includes off campus contracted Housing.

### Tornadoes/Adverse Weather

University Police and Safety will sound an alarm for a Tornado Warning. If residents sight a tornado while on campus, immediately notify University Police and Safety at (260) 481-6911. If a Tornado Warning is issued, individuals may have only a few minutes in which to act: If in Student Housing, immediately go to the first-floor hallway of the building, avoiding windows and entrances at all times. Every attempt is made to keep Purdue Fort Wayne fully operational during adverse weather. Occasionally, weather is so adverse that normal campus operations are suspended. Radio and television announcements are used to declare an adverse weather recess.

Listen to local radio or television announcements. Whenever possible, announcements of an adverse weather recess are made by 6:30 a.m. for daytime classes, and by 3:00 p.m. for evening classes. Call the Purdue Fort Wayne Weather Line, at (260) 481-5770 or (260) 481-6050, to get closing information. However, it is ultimately your responsibility to consider the potential risks involved in traveling during hazardous and dangerous weather.

### Damages, Fines and Other Charges

The following is a list of potential damage charges/fines. Depending on the severity of damages or violations, additionally or different costs may be assigned and may be charged based on contractor/vendor billing to the institution if needed for repairs/replacement. The best way to ensure no cost is incurred at the time of move out for a damage is to be very clear on the Unit Condition Form at the initial entry into an assigned unit and to be sure to follow the contract with no violations.

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Lost Mailbox Key	\$30
Lost Bedroom Key	\$40
Lost Apartment Key	\$40
Lost Fob	\$30
Lock Out	\$15
Inappropriately Discarded Trash	\$25/bag or equivalent
Housing Removal of Personal Items	\$25/bag or equivalent
Paint	\$128/bedroom or \$ per square footage charged by vendor
Patch	\$25/quarter size patch
LED/adhesives (i.e. command strips)	\$40 minimum, or cost of repair if exceeds \$40
Residue Removal	\$25/quarter size patch
Closet Door Mirrors	\$150
Door Replacement	\$200 minimum (or cost of replacement/repair)
Toilet Repair	\$50
Carpet Repair/Replacement	Cost of replacement or repair
Tile/LVP Repair/Replacement	Cost of replacement or repair
Countertop damage	Cost of replacement or repair
Mattress	\$180
Toilet Replacement	\$130
Furniture Replacement/Repair	Cost of replacement or repair
Screen	\$85
Windows	Cost of replacement or repair
Blinds	Cost of replacement
ESA damages above and beyond normal wear	Cost to fix, replace or repair
Pet Violation	\$100 - \$200 (in addition to damages caused by animal)
Tampering with or altering fire safety equipment	\$25
Improper Move Out/Check Out	\$50
Unauthorized Remove of Housing Furniture	\$50
Smoking	\$25 or cost to eradicate odor
Building Security Violation	Up to \$100
Excessive Room Cleaning	\$50 minimum
Damage/Vandalism/Repair/Replacement of Housing property <i>not listed</i>	Cost of replacement, repair, and labor

## RESIDENTIAL SERVICES

**Cleaning** - It is the responsibility of the resident to clean and maintain any assigned space including bedroom, apartment, and common areas in a sanitary and safe condition. Pre-announced health & safety inspections will be conducted on a quarterly basis. Health Inspections will be completed by a member of Housing professional staff, a member of Housing facilities staff and a member of the Radiological and Environmental Management staff to ensure each unit is meeting the standards of cleanliness and sanitation that are expected, as well as, meeting the needs of each resident. Filter changes and a through inspection of each bedroom, bathroom and common area will be conducted while ensuring the privacy of each resident. Housing staff will maintain common areas in the residential buildings and the Cole Clubhouse on a daily basis.

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**Email and Internet** - All Purdue Fort Wayne and IUFW students receive a free email address from Purdue Fort Wayne, along with internet and IT services for Housing. Email is the formal method of communication for the Institution and Student Housing. Students are expected to monitor and respond to email communication in a timely fashion.

Purdue Fort Wayne also provides direct connections to an internet service provider and/or University network. This service is provided for personal, non-commercial use only, and is available to residents as a courtesy, at no charge. Residents may not resell their service or otherwise charge others to use it. Purdue Fort Wayne reserves the right to limit the amount of bandwidth available to any student. If you are experiencing Internet issues we encourage you to call 260.481.6030 for assistance from IT Services. Tampering or altering of any computer, router, printer or network device could interrupt the network and may result in disciplinary action.

**Furnishings and Facilities** - Purdue Fort Wayne Student Housing will furnish bedrooms and shared living/dining areas. Furniture on campus in the bedrooms will include: full-size, extra-long bed, end table, desk, chair, and dresser. Furniture in common apartment space will include: sofa, chair, end table, coffee table, entertainment table. Kitchen space will include: dishwasher, oven, microwave/hood, garbage disposal, refrigerator, cabinets, dining room table or counter, stools or chairs. No other furnishings will be provided. Resident assumes all responsibility for all furniture, and agrees to return furnishings in good condition with normal wear and tear expected. Resident shall be responsible for all loss, breakage, or other damage or destruction to the items furnished to the resident's apartment and to the common areas. No storage for unwanted furniture is available. Residents will be held financially responsible for furniture not returned to its original position prior to checkout. No furniture or electronic equipment is to be removed from common areas, bed spaces or apartments for any reason. Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure.

**Laundry Facilities** - Washers and dryers are available to use, free of charge, for personal use and are located in designated laundry rooms in our communities. Residents are responsible for their own laundry items and for following the proper procedures that are posted for washing and drying clothes. Purdue Fort Wayne Student Housing is not responsible for items left in laundry rooms. In laundry rooms and in cases where a resident has their own washer/dryer in the unit, it is the responsibility of the resident to learn the proper operation by reading the appliance guidelines.

**Mail and Packages** - Resident mailboxes are located inside of the Cole Clubhouse building. Each resident will be issued a mailbox key. Residents should promptly return to the front desk any mis-delivered mail. To receive mail, the following format must be used:

Resident's First and Last Name  
4010 W. Housing (Building + Apt. Number + Bed Space)  
Fort Wayne, IN 46815

Packages are delivered to the front desk. After the daily mail has been sorted (by 5pm each business day), package slips are placed in mailboxes for all packages and larger mail received. The slip should be taken to the Cole Clubhouse front desk, where the desk attendant will ask you for proof of identity and have you sign the package log to receive your package. Purdue Fort Wayne Student Housing is not responsible for lost, not delivered or damaged packages. When a resident moves out, paper mail will be forwarded for 30 days, to the address provided at check out per U.S. mail guidelines, if a mailing address is not provided mail will be returned to sender. After 30 days, mail is returned to the sender. Outgoing mail, with correct postage, can be dropped off at the Cole Clubhouse front desk. Packages are not included in the forwarding protocol.

**Facilities and Work Order Requests** - Any maintenance or housekeeping problem should be reported immediately to the front desk staff, please call 260.481.4180. Additionally, residents may call the RA on call numbers in case of emergency. A staff member will prepare a work order and submit it to the Facilities staff in a timely manner. Each request is recorded in a maintenance log and then prioritized by the Maintenance Staff. The severity of the problem determines the amount of time it will take to have a request completed, although most non-emergency requests are completed within 1-2 business days. Exceptions include busy times such as the 2 weeks after move in and 2 weeks before move out.

Emergency work orders submitted after normal business hours and on weekends will be handled by the Facilities on-call staff member. Please notify the front desk attendant or RA on call of such emergencies immediately. If the office is closed at the time you need assistance, contact the RA on call.

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The Facilities Staff is committed to serving promptly. Residents are expected to cooperate with all maintenance personnel, so that repairs can be completed as quickly as possible. In cases where the repair is expected to take less than 15 minutes, maintenance will announce entry when time permits. In cases where the repair is expected to take more than 15 minutes, a time will be scheduled with the residents in apartments. Residents will be asked not to be present or to remain in their bed spaces depending on the necessary repair.

**Parking** - For residents living at Purdue Fort Wayne Student Housing, parking is free. Each resident will receive a complimentary parking pass for registered vehicles at the beginning of each academic year. This should be displayed on the rear-view mirror. Each resident may park in only one parking spot. Guest parking passes are available at the Clubhouse, valid for up to 48 hours. Double parking or parking in fire lanes or handicap spaces will result in ticketing or towing at the resident's expense.

Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Washing cars is not permitted unless designated at a specific time and area by the Director. Vehicles deemed inoperable or in disrepair by Purdue Fort Wayne Student Housing may be removed at resident's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle. The parking lot is for wheeled motor vehicles only. Storage of boats and other motorized crafts is not permitted.

**Pest Control** - Purdue Fort Wayne Student Housing has contracted with a University-approved contractor, to provide preventative pest service in all residential and common facilities. This company visits once a month to perform preventative treatments along with any additional requested services for each of our on campus housing facilities. To report a pest problem, please visit the Cole Clubhouse to place a work order. Please report any issues immediately or within 24 hours of noticing the pest issue. In certain circumstances, residents may be charged for pest control management. Additionally, Housing may request that a student move temporarily to address an issue.

**Recycling/Trash** - Each apartment is given a blue recycling container provided by Student Housing that is to be emptied in the blue recycling dumpsters in the parking lot. At this time recyclable items include plastic containers, metal cans, non-greasy paper/cardboard products, and aluminum products. Items that are not to be recycled are **glass and plastic bags**. Blue recycling dumpsters are located at A and M only. They are clearly marked. All other dumpsters should be used for trash only. Additionally, Purdue Fort Wayne Student Housing pays for residents' trash to be disposed. Residents are responsible for removing apartment trash and placing it in the dumpsters that can be found outside of each building.

**Utilities and Services** - The University agrees to incur the costs associated with furnishing each apartment with electricity. The following utilities are also included at no additional cost: heating and air conditioning, water, sewer, trash, and internet.

### Purdue Fort Wayne Acknowledgement of Contract

- I acknowledge that by residing in Purdue Fort Wayne Student Housing, I am responsible for abiding by all federal, state, and local laws, as well as Purdue Fort Wayne rules and regulations.
- I acknowledge that I am responsible for the behavior of my family members and guests at all times and am obligated to inform them of all Purdue University Fort Wayne and Student Housing policies.
- I understand that illegal drug use, physical confrontation, weapon possession, significant disruptive behavior, or similar severe violations of the Student Code of Conduct or Housing Contract may result in immediate removal.
- I understand that I have agreed to a housing contract which includes financial and behavioral obligations and that I can review the contract and Student Housing Handbook online or request a copy of my contract by emailing [housing@pfw.edu](mailto:housing@pfw.edu).

***Your electronic signature indicates that you understand this information and that you have agreed to follow the contract terms and abide by the Purdue Fort Wayne Student Housing Handbook and Purdue Fort Wayne Code of Conduct. Violations to the housing contract or University or Housing and Residence Life policies may result in eviction and impact your student record.***