

YOUR HOUSING CONTRACT IS LEGAL AND BINDING ONCE YOU HAVE SUBMITTED IT. IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF WITH THE RULES AND REGULATIONS OUTLINED IN THIS HANDBOOK. YOU AND YOUR GUESTS ARE RESPONSIBLE FOR KNOWING, UNDERSTANDING AND FOLLOWING THEM.

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Mission and Values

Mission

It is our mission to invest in the development of future leaders while teaching vital life management skills that lead to academic and social success. We strive to be student-centered, while modeling customer service that promotes civility and inclusivity.

Values

1. Put students first.
2. Be honest and trustworthy.
3. Instill hard work and good work ethic.
4. Educate, inform, and support.
5. Foster a safe and sustainable learning environment.
6. Work to achieve social justice.
7. Create opportunities for growth.
8. Nurture leadership development.
9. Engage the community through collaboration.
10. Embrace adventure.

Meet the Staff

The Housing and Residential Education Department consists of professional, student, and maintenance staff members who are dedicated to ensuring that you live in a safe and comfortable community that is conducive to your personal and academic success in college. A complete directory of our staff can be found at www.PFW.edu/housing. For information regarding who can serve you best, please see below:

Resident Assistants (RAs): Resident Assistant student staff members are front-line personnel and serve as resource persons, facilitators and advisors for programs within the community. They are responsible for maintaining community standards and safety, performing administrative tasks, and developing a sense of community through intentional interactions, roommate mediations, and an open door policy.

Desk Assistants (Das): Desk Assistant student staff members are front-line personnel who serve primarily at the Cole Clubhouse performing administrative tasks. They assist with mail, contracts, guest registration, tours, etc.

Hall Directors: With an interest in the individual and collective development of students, Hall Directors act as supervisors to the Resident Assistant staff. The Hall Directors help maintain the level of service provided by the Residential Life Staff which includes 1:1's, programming, and serving as conduct officers. They are each responsible for a portion of the property.

Assistant Director for Residential Education (AD): The AD is responsible for the selection, training and supervision of the Residential Education Staff (HDs and RAs). The person in this position oversees programming, community development, and the student conduct process in Student Housing.

Office Manager: The Office Manager is responsible for the supervision of the DAs. Additionally, this person facilitates all of the bookkeeping including the maintenance of student accounts and records, supply ordering for the property, budget management, and assists with contract management.

Housekeeping and Maintenance Staff: The community is staffed with custodians and maintenances workers that maintain the entire facility including common areas, the Office of Advancement, and the Cole Clubhouse. Additionally, this staff holds a key role in the winter and summer room turn process.

Director for Housing and Residential Education: The Director oversees the operation of PFW's Student Housing community, including directing the activities involved with the Residential Education Staff and contract and marketing management. Additionally, the Director facilitates strategic planning for the operation and works to advance the goals, mission and values of the entire staff.

PFW Student Housing Handbook and Contract – Updated 12.21.2017

Housing Contact Information

Address:

4010 W. Housing Dr.
Fort Wayne, IN 46815

Cole Clubhouse Phone: 260.481.4180

Cole Clubhouse Fax: 260.481.4182

Email: housing@PFW.edu

Web site: www.PFW.edu/housing

Resident Assistant On Call Phone

Buildings A—G, I

- Primary: 260.417.3414
- Secondary: 260.417.3972

Buildings H, J—M

- Primary: 260.417.4317
- Secondary: 260.417.2114

Additional Contact Information

- University Police (emergency): 911
- University Policy (non-emergency): 260.481.6827
- Bursar: 260.481.6824
- Financial Aid: 260.481.6820
- Admissions: 260.481.6100
- Registrar: 260.481.6815

Residential Services

Cable Television

Each Resident will be provided with limited cable television in their assigned bedroom along with one input for cable television in the living common space in the apartment. This is provided at no additional fee. Residents are responsible for providing the cord and televisions to be used.

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 monthly basis. Housing staff will maintain common areas in the residential buildings and the Cole Clubhouse on a daily basis.

Email and Internet

All PFW students receive a free email address from PFW, along with internet and IT services for Housing. Non-PFW students will need to provide proof of enrollment to the Director. At the time of receipt, the director will provide a WiFi username and password. This will need to be renewed every semester. PFW 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. PFW 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 a fine.

Fitness Center

Residents may use the fitness center located in the Cole Clubhouse for exercise. There are 16 cardio machines, along with mats and mirrors for exercise. It is the responsibility of all involved in the community to help maintain the machines by keeping them clean after use and using them appropriately.

Furnishings and Facilities

PFW Student Housing will furnish bedrooms and shared living/dining areas. Furniture in bedrooms will include: full-size, extra-long bed, end table, desk, chair, and dress. 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. From time to time, the community facilities at the premises may be closed for repair, during the holiday period or renovation. However, Resident shall not receive a housing fee credit because of any closed periods. 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 or apartments for any reason.

Laundry Facilities

Washers and dryers are available to use, free of charge, 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. PFW 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.

Lost and Found

If you find a lost item, bring it to the Cole Clubhouse front desk, where the owner may reclaim it. If you have lost something, and it was turned in, you may claim it at the Cole Clubhouse by properly describing the item and providing a proper photo ID. All items are kept for a period of at least 90 days, after which they are donated.

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, 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 assistant will ask you for proof of identity and have you sign the package log to receive your package. PFW Student Housing is not responsible for lost, not delivered or damaged packages. When you move out, your mail will be forwarded for 30 days, to the address you provide 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 Clubhouse front desk.

Maintenance and Work Order Requests

Any maintenance or housekeeping problem should be reported immediately to the front desk staff. 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 Maintenance 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 Maintenance 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 Resident Assistant on call.

The Maintenance Staff is committed to serving you promptly. Residents are expected to cooperate with all maintenance personnel so that repairs can be completed as quickly as possible. Residents should be sure if they choose to be present at the time of repair, a time/date must be indicated on your maintenance request form.

Parking

For residents living at PFW 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 72 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 PFW 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

PFW Student Housing has contracted with Arrow pest Control, a University-approved contractor, to provide preventative pest service in all residential and common facilities. Arrow 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, we may request that a student move temporarily to address an issue.

Priority Housing Assignments

Current residents who have resided in PFW Student Housing for at least one semester (spring), may choose to renew their housing contracts to live on campus early. Returning residents will receive an opportunity to register early for the following academic year, ahead of new students. This will be done through the Student Housing Star Rez portal. Details regarding this process will be sent to all residents via their official email address

Recycling/Trash

Each apartment is given a blue recycling container provided by Student Housing that is to be emptied in the blue dumpsters in the parking lot. At this time the recyclable items are plastic containers, metal cans, non-greasy paper/cardboard products, aluminum products. Items that are not to be recycled are **glass and plastic bags**.

Additionally, PFW 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.

Telephone Services

Each apartment has one phone with access to local calls. Long distance phone calls can be made using a calling card. Any problems with the phone lines should be reported to the Cole Clubhouse, who will create a work order for Telecommunications.

Utilities and Services

The University agrees to incur the costs associated with furnishing each apartment with electricity, except that, under no circumstances, shall the University be responsible for paying more than the amount allotted per apartment towards the monthly amount of electricity consumed by resident and other apartment occupants. If the monthly cost of electricity should go over the amount stated in the Housing Agreement, the overage shall be divided equally among the apartment's occupants.

The following utilities are also included at no additional cost: heating and air conditioning, water, sewer, trash, local telephone, internet and cable television services.

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 in the evacuation 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. *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.

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. Residents will have monthly health and safety inspections of their apartment to ensure a high standard of living is met. Resident Assistants will check for cleanliness of the common areas, including bathrooms, and ensure that policy violations are not taking place.

Illness

If resident becomes ill or incapacitated, resident authorizes PFW 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, he or she should immediately notify the PFW Police Department at 260.481.6827. The PFW Police Department will generate a missing report and initiate an investigation.

After investigating the missing person report, should the PFW Police Department determine that the student is missing and has been missing for more than 24 hours, PFW 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, PFW will notify the student’s parents or legal guardian immediately after

We ask that all residents register an emergency contact. Students can confidentially identify an individual to be contacted by PFW 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 are encouraged to identify a confidential contact at PFW Student Housing.

Personal Property Insurance

PFW is not liable for any loss or damage to personal property that might occur. PFW 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 PFW. If this is not the case, check local listings to find an insurance agency that can meet your needs

Pets

Pets of any kind are prohibited from living or being inside any building at PFW Student Housing unless otherwise approved. 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 a professional staff member. Upon turning the accommodation verification form into a professional staff member the student should also have the fax number, name and address of their doctor who approved the need of an ESA, along with a picture of the animal. All other notification to the doctor, roommates, and the student will be from the professional staff member.

Smoking

According to PFW policy, smoking is only permitted outside in designated areas 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 while in motion on the premises unless in a vehicle.

Tornados/Adverse Weather

Tornado Watch

This refers to conditions being favorable for the formation of tornados. You should be alert to this potential, but you need take no specific action other than listening for broadcast messages if a radio or television is available.

Tornado Warning

This refers to the fact that a tornado has been sighted and poses an immediate threat. University Police and Safety will sound an alarm. If you sight a tornado while on campus, immediately notify University Police and Safety at (260) 481-6911.

If a Tornado Warning is issued, you may have only a few minutes in which to act:

- If you are in Student Housing, immediately go to the first-floor hallway of your building.
- If you are located on the main campus, immediately make your way to one of the following:

| | |
|--------------------------|---|
| Allen County Extension: | Inner storage room |
| Chiller Plant: | Gates Sports Center basement |
| Classroom-Medical Bldg.: | Basement |
| Engineering & Tech.: | First floor hallways |
| Fine Arts Bldg.: | First floor hallway and restrooms |
| Gates Sports Center: | Basement |
| Helmke Library: | Basement |
| Kettler Hall: | Basement; ground floor of SOUTH wing or EAST wing |
| Life Sciences Bldg.: | Rooms 111A; 111B |
| Neff Hall: | Basement |

Adverse Weather

Every attempt is made to keep PFW 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.

If you suspect a suspension may have occurred, 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 PFW 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.

Policies and Procedures

Resident Responsibilities

Rules, regulations and standards are necessary for the smooth functioning of any community. There are three basic principles which will assist everyone in becoming a positive, contributing member of our community.

- Demonstrate care for yourself
- Demonstrate care for and consideration of others
- Respect others' and PFW's property

IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF WITH THE RULES AND REGULATIONS OUTLINED IN THIS HANDBOOK. YOU AND YOUR GUESTS ARE RESPONSIBLE FOR KNOWING, UNDERSTANDING AND FOLLOWING THEM.

Rules and Regulations

Living in student housing is a unique opportunity. The policies of PFW Student Housing are in place for the safety of our residents and to ensure that our community is conducive to supporting their academic success. Community living requires each member of the community to be a good neighbor.

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 disciplinary action.

Apartment Entry

The 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 locked or unlocked apartment room at any time deemed necessary for the following purposes: **Maintenance, personal safety, emergency situations, verification of occupancy.** **Housing staff and UPD are not required to provide notice ahead of time but may do so as a courtesy**

Alcohol

Student Housing deems it important to ban the use of alcoholic beverages, whether in the apartment building itself or on the grounds. Possession or consumption of alcoholic beverages or containers is prohibited on all Student Housing premises with the exception of Building A. 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.

Alcohol Policy for Building A

1. All residents and guests of residents are expected to know and abide by all Indiana State laws and University and Student Housing policies regarding the use of alcohol on campus.
2. Residents and any guests who are under the age of 21 may not consume or possess alcohol, in accordance with Indiana State Law, University policy, and PFW Student Housing policy.
3. Residents and their guests residing in or visiting building A may not consume alcohol in the presence of those under the age of 21.
4. Residents who are 21 years of age and older and assigned to Building A may only possess alcohol in the “designated alcohol building”, Building A. All other Student Housing buildings are considered “substance-free” residential buildings.
5. Residents who are 21 years of age and older may not provide alcohol to anyone, regardless of age, who is visibly intoxicated or impaired.
6. Residents, regardless of age, may be subject to disciplinary action should the following incidents occur:
 - a. Resident exhibits behavior opposing University Policy, Housing Policy, or Indiana State Law as a result of the consumption of alcohol.
 - b. Residents violate the University and/or PFW Student Housing alcohol policy.
7. Open containers of alcohol are not permitted in common spaces, hallways, outdoors, recreational areas, laundry rooms, stairways, elevators or any other area not in a resident’s assigned unit.
8. When consuming alcohol, residents and guests of residents assigned to building A must have their apartment doors closed.
9. Common source and/or bulk containers and rapid consumption devices are prohibited.

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.
PFW Student Housing Handbook and Contract – Updated 12.21.2017

Appliances

Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet and microwaves not exceeding 600 watts 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 PFW Student Housing, such as washers, dryers, etc., are prohibited on the premises. Window air conditioners are not permitted.

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.

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 PFW Student Housing. Resident shall return the premises, furnishings and fixtures in clean and good condition, with normal wear and tear expected. Resident and PFW 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 PFW 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

Residential Life 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.

Damages (Apartment)

A resident is liable and judicially accountable for all damages to PFW Student Housing resulting from negligence and misuse. All residents of an apartment will be held mutually liable for damage to the apartment 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 responsible party has accepted damages in writing.

Damages (Common Areas)

All residents of a floor are liable and accountable for all damages to the public areas of their floor resulting from negligence and misuse. Residents 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.

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.

Drugs and Drug Paraphernalia

The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over 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 eviction. 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 such items. This includes, but is not limited to, bongos, hash pipes, blow tubes and water pipes. If prohibited items are observed in an apartment, the items will be confiscated and disciplinary action may be initiated.

Failure to Comply

All Residents are required to comply with the requests of Police Officers, University Personnel, and Student Housing personnel including student staff. Failure to do so will result in disciplinary action.

Guest and Visitation

A resident is responsible for the actions of any guest(s) or affiliate(s) within his/her apartment or anywhere on PFW 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 16 will be permitted to stay the night without consent from the Director of Student Housing.

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 10pm 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 1am 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 registration slip 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 in every apartment building and at the Clubhouse front desks.

Instruments

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.

Harassment

Harassment of any kind will not be tolerated. Harassment is any physical or verbal abuse of a person because of his or her race, religion, age, gender, disability, sexuality or any other legally protected status. Harassment can further be clarified as any conduct that creates significant anguish to another person, with the intent to bother, scare or emotionally abuse them.

Hazing

Any act that injures, degrades, disgraces any fellow student or person by any club, group, organization or individual is strictly forbidden by law.

Heating Elements

Space heaters, halogen lamps, and other heating devices present a fire hazard and are prohibited.

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 use these keys under any circumstance. Duplication of keys is prohibited.

If locked out during office hours, go to a front desk to have someone unlock your door. Lock out fees are \$15 each, charged to the resident's account. If locked out after office hours, call the Resident Assistant on call. Further fees may be charged for excessive lockouts.

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. PFW, 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 Owners, 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 and do not leave your items unattended, as PFW Student Housing will not be held liable for lost or stolen items. Loss due to alleged theft should be reported to Police & Safety immediately to be officially documented.

Fitness Center Waiver

Inconsideration of the university's permission to use basketball court and other fitness facilities 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 basketball court or other fitness 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.

Lofts

Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure.

Occupancy

Housing agreements are signed on an academic basis. Residents may occupy Student Housing rooms on the dates specified in the Housing Agreement. Summer leases are available. 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 cancellation of a specific space assignment. Residents will still remain responsible for the terms of the contract.

Rooms shall be vacated no later than the lease end date at 5pm. Exceptions are made for students participating in commencement activities.

Parties

All parties must be planned in advance and be approved in writing by Student Housing management. There are many spaces that are available for parties 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 my.PFW.edu or via telephone to the Bursar's Office (260-481-6824). Checks for lease payments should be made payable to PFW, and sent to: PFW Bursar's Office, 2101 E Coliseum Blvd, Fort Wayne IN 46805. PFW Student Housing cannot accept cash.

Payment is due according to the installment schedule specified in the Housing Agreement. All charges are billed via mail for non-PFW students and email for PFW students by the PFW Bursar's office, though non-receipt of an invoice outlining the owed payment does not excuse non-payment. Non-PFW students will receive a hard copy billing statement.

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.

Quiet/Courtesy Hours

All Residents shall comply with quiet hours between 10 p.m. and 8:00 a.m. Sunday thru Thursday and 12 a.m. and 10 a.m. for Friday and Saturday. During Final Exams, quiet hours will be further restricted via posting on each buildings' information board. 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. We are first and foremost an institution dedicated to learning, and any noise that takes away from a studious atmosphere may be asked to be altered at any time.

Relocation of Resident

PFW Student Housing specifically reserves the right to relocate resident to another room in the premises. The university can 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, PFW Student Housing reserves the right to assign resident, if possible, to temporary alternative accommodations.

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 30 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.

Solicitation/Canvassing

Promotions of any kind, without the prior consent of the Student Housing, will not be permitted in the Premises. Residents are requested to notify Student Housing of any such activity.

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 without prior written consent of PFW Student Housing.

Trash

All trash from apartments must be placed in 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 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.

Weapons

Firearms, fireworks, dangerous weapons, and any item that may be suspected to be or looks lethal are prohibited items. This includes, but is not limited to, pistols, rifles, BB guns, 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.

Windows

Windows shall not be obstructed. Any Resident throwing, placing or hanging anything out of their window will be subject to immediate eviction. 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. In the event that Resident removes or damages the window screen, a charge of \$35 will be imposed for each offense, and payment must be made within ten (10) days from date Resident receives notice of the charge.

Code of Student Rights, Responsibilities, and Conduct

The general regulations governing the personal conduct of all students at PFW are outlined in the PFW 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/>.

Understanding the Conduct System

Any violation of the PFW 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 to pursue all remedies available pursuant to said agreement. As designated by the Dean of Students Office, the Hall Directors and Assistant Director for Residential Education serve as conduct officers for the residents living in Student Housing.

Conduct Procedures

All residents bear responsibility to act in accordance with local, state and national laws, PFW Code of Student Rights, Responsibilities and Conduct, and housing community rules and regulations. Acts of misconduct may result in community disciplinary action, University disciplinary action and/or criminal prosecution.

Students will receive charge letters via email from a Housing or Dean of Students Conduct Officer and should expect to meet with the person assigned to the case within 5 business days. Following the conduct hearing, residents should receive an outcome letter detailing a decision regarding resident responsibility and any assigned sanctions within 7 business days. Outcome letters will include the Campus Appeals process for appealing sanctions through the Campus Appeals Board.

A conduct officer will review alleged violations for appropriate referral to the University disciplinary system.

Potential Sanctions

Housing community disciplinary sanctions may include, but are not limited to:

- Assignment of an Alcohol or Drug Awareness course
- Community service
- Denial of reapplication for housing
- Eviction/Interim Eviction: Contract cancellation that includes a buy out of the remainder of the lease agreement.
- 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.
- Formal Warning: A warning is a written notification.
- Probation: Residents placed on 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.
- Academic reflection journal
- Any other action deemed appropriate by Student Housing conduct officers

Judicial Violations that May Result In Eviction

The following is a partial list of violations for which exclusion or eviction may result. This list is not all-inclusive, but is intended to give some examples of serious violations. If a student would choose to appeal an eviction 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 evicted 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

Housing Contract

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.

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 you choose to depart from Student Housing for reasons not listed below, you will be subject to the terms of your contract in its entirety.

Early Agreement Terminations

The housing agreement 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 usually have financial implications, and will include assessment of an Early Termination Fee (ETF) and/or proration of the lease. Early agreement terminations may be requested by the resident or initiated by the University.

The University may terminate a contract early and assess a \$400 early termination fee for the following reasons (in some cases, resident may remain responsible for the entirety of the lease).

- A resident is not registered and has not moved in per the Housing contract.
- A resident delinquent in making housing payments. Resident will remain fully responsible for the entire lease amount.
- A resident is suspended or expelled from PFW. Resident will remain fully responsible for the entire lease amount.
- A resident is removed for a serious conduct violation. Resident will remain fully responsible for the entire lease amount.

A resident seeking early agreement termination should submit a letter to the Director of Housing and Residential Education requesting a release from the agreement. Cancellation requests can be retrieved from the Cole Clubhouse front desk.

A resident who withdraws from their institution (PFW, IUFW or Ivy Tech) can request an early termination to the housing agreement and will include a \$400 early termination:

- A reduced early termination fee may be assessed for the following:
- A resident is activated for required military service. No early termination fee will be assessed.
- A resident is academically dismissed from their institution. A reduced early termination fee of \$150 will be assessed.
- A resident requires an early termination for medical reasons. No early termination fee will be assessed.
- A resident graduates from their institution. No early termination fee will be assessed.

Residents are responsible for providing appropriate documentation in all cases where an early termination of a Housing contract is requested.

Residents who seek special 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 Financial and Administrative Affairs for a decision. Students can expect this process to take 10 – 14 business days once the completed appeal is submitted.

Moving out of PFW Student Housing earlier than your agreement term without first pursuing housing termination will not absolve you of the financial responsibility for housing fees. Following approval of cancellation, the contract will be prorated until the keys have been received from the resident. Charges will stop at that time.

Room Assignment

Room assignment priority is based on the date of receipt of a resident's application, safety deposit and application fee (\$170), Housing contract and if a student is a returning resident. Returners can expect to have a priority deadline of March 31st each year. New residents will be able to sign contracts as soon as April 1st for the coming year. All contracts should be signed through the Housing portal.

The University makes all assignments without regard to race, color, religion, national origin, sexual orientation, veteran status, or intellectual 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. 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 alleged violations of the contract, roommate incompatibility, consolidations, or unavailability of roommates. This is not an exhaustive list.

Room Changes

Room transfer requests can be made at the Cole Clubhouse front desk after the first 3 weeks of class. Residents must have met with both their RA and Hall Director before a request can be submitted and evaluated. In most cases, a roommate mediation and agreement must be completed. 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. This will also depend on space available. In cases where a resident upgrades to a more expensive room type, residents will be required to pay the prorated difference before receiving new keys. Additionally, when a room transfer request is approved, residents must have no outstanding balance or be paid in full up to their assigned payment plan. 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.

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. 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.

| | |
|---|--|
| Lost Mailbox Key | \$30 |
| Lost Bedroom Key | \$40 |
| Lost Apartment Key | \$40 |
| Lost Fob | \$30 |
| Lock Out | \$25 |
| | |
| Inappropriately Discarded Trash | \$25/bag or equivalent |
| Housing Removal of Personal Items | \$25/bag or equivalent |
| Paint | \$100 |
| Patch | \$25/quarter size patch |
| Residue Removal | \$25/quarter size patch |
| Closet Door Mirrors | \$150 |
| Door Replacement | \$200 minimum |
| Excessive Room Cleaning | \$50 minimum |
| Toilet Repair | \$50 |
| Toilet Replacement | \$120 |
| Furniture Replacement/Repair | Cost of replacement or repair |
| Windows | Cost of replacement or repair |
| | |
| | |
| Pet Violation | \$100 - \$200 |
| Tampering with or altering fire safety equipment | \$25 |
| Damage/Vandalism/Repair/Replacement of Housing property | Cost of replacement, repair, and labor |
| Improper Move Out | \$50 |
| Unauthorized Remove of Housing Furniture | \$50 |
| Smoking | \$25 or cost to eradicate odor |
| Building Security Violation | \$50 |

PFW Acknowledgement of Contract

- I acknowledge that by residing in PFW Student Housing, I am responsible for abiding by all federal, state, and local laws, as well as PFW 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 PFW University and Student Housing policies.
- I understand that illegal drug use, physical confrontation, weapon possession, significant disruptive behavior, or similar severe violations may result in immediate eviction.
- 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.

Your electronic signature indicates that you understand this information and that you have agreed to follow the contract terms and abide by the PFW Student Housing Handbook and PFW 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.

PFW Student Housing
Living is Learning.
www.PFW.edu/housing
 260.481.4180