



Room and Board Agreement 2022-2023

A. General Provision

The UNH Housing Department values, encourages, and supports diversity in the University community. Our mission is to provide residents and University guests with a safe, comfortable, and affordable living environment that promotes learning, social interaction and personal growth; to maintain facilities, advance technology and provide services that are attentive to resident needs and concerns; and to ensure efficient and effective management of operations and resources. All student residents in University housing are subject to the provisions of the Student Rights, Rules and Responsibilities handbook and the terms of this Agreement (the “Rules”). All Rules governing the behavior of University students shall be enforced; violations of Rules shall be subject to appropriate University sanctions, including eviction from University housing. Students can be held responsible for any violation of Rules, law or other UNH policy that occurs in their room. All students are expected to conduct themselves in a manner consistent with the expectations of the University, as stated in the Rules. All references to “rules” in the body of this Agreement should be read in reference to the definitions found in the Student Rights, Rules and Responsibilities handbook.

1. **Eligibility.** University housing is available to students who are 16 years of age or older at the time of occupancy and enrolled full-time at the University of New Hampshire. Students with less than 12 credits may be eligible for University housing at the Housing Department’s discretion based on availability. The Housing Department reserves the right to cancel this Agreement for students who are registered for 11 credits or less. Full-time undergraduates are defined in accordance with rule (01.112) in the Student Rights, Rules and Responsibilities handbook. Full-time graduate students are verified through the Graduate School. Summer school students must be enrolled in one (1) or more credit courses by UNH Continuing Education during the period of housing. In order to live in the on-campus apartments at Woodside or Gables, students must be 19 years of age or at least a sophomore as defined in the Student Rights, Rules and Responsibilities handbook (rule 03.112). Undergraduate students not meeting these criteria are permitted to live in The Gables or Woodside only by exception. Babcock Hall is primarily a graduate residence. Undergraduate students who are 21 years of age or older are permitted to live in Babcock Hall only by exception.
2. **Terms of Agreement.** The University grants a limited license to occupy University Housing facilities and receive services in the residence and dining halls under the terms and conditions stated herein. Information on the Housing Department website, including move-in and move-out schedules, is incorporated by reference and made a part of this Agreement. No lease or landlord-tenant relationship is created by this Agreement. This Agreement is for a period of one academic year (two semesters) or in the case of summer session, for a period equal to the duration of the student’s summer courses. Housing accommodations are not available during University vacation periods, as [stipulated](#) by UNH Housing Department, except for students residing in the apartments, Babcock, and specifically [designated residence halls](#). University Housing services, including access to the room or apartment, begin on the designated opening day and end within 24 hours after a student's last instructional period final exam during the term, or upon cancellation of this Agreement.

Graduation, official approved withdrawal from the University, leave of absence, involvement in University-sponsored study abroad program or internship that makes it impossible for Student to commute from the campus, or academic suspension from the University constitutes the only grounds for an approved release from this Agreement and are subject to the **Cancellation Charge Schedule (A)** in section C. Non-renewal, non-academic suspension, eviction, exclusion, dismissal or termination of the Agreement by Student are not approved and will result in cancellation charges or no refund of the fall and spring semester rate according to the **Cancellation Charge Schedule (B)** in section C. This Agreement cannot be transferred or reassigned.

3. **Reservation of Space.** To reserve a space, students must submit a housing application and agree to the terms of the cancellation fee as listed in Payment & Release from Agreement schedule in section C by the designated deadline.

Electronic or written signature of the student on the housing application legally binds said student to the terms and conditions of this Agreement. If a student cancels prior to the application due date, **Cancellation fee Schedule in section C applies**. The University will offer a Student the opportunity to reserve a space at its sole discretion. The University's use of a priority system, including lottery and wait lists for making such offers, may be changed, or limited at any time and in its sole discretion.

- Housing Assignment.** Assignments are made by the Housing Department. Use of student preference, seniority, or time priority systems for making such assignments may be changed or limited at any time and in the University's sole discretion.

The Housing Department works with UNH Student Accessibility Services (SAS) to provide reasonable accommodations within our residential facilities for students with disabilities. Applying for University Housing and requesting a housing accommodation through SAS are two related but separate activities. Students who do not complete the Application and have an approved accommodation from SAS in the suggested time frames are not guaranteed a housing accommodation. Such accommodations may include but are not limited to room type requests, proximity to facilities, service animals, emotional support animals and power-driven mobility devices. All requests for such accommodations must be approved by SAS.

The University will cooperate to the degree possible with students desiring a change in room or apartment assignment. Babcock and apartment residents may not be reassigned to the undergraduate residence hall system unless granted an exception by the Housing Department. The University reserves the right to change room assignments for health, safety, repairs, vacancy consolidation, unresolved issues in the compatibility of roommates, coordination with other campus offices, or other reasons at the discretion of the Housing Department and/or Residential Life. The University reserves the right to assign more occupants to a room than the established capacity when the demand for housing exceeds the spaces available. In such cases, the housing fee for all occupants involved will be reduced based on the housing rates established by the Board of Trustees. When the room is no longer over-occupied, for any reason whatsoever, and the extra furniture is removed, all occupants involved will be required to pay the increased fee, pro-rated, based on room or apartment capacity. The occupant(s) is (are) responsible for any changes in housing fees. If the extra furniture remains in the room at the request of the remaining residents or if the residents of the room do not ready the extra furniture for pick-up, the room will be considered broken down and the occupants will be required to pay the increased fee, pro-rated, based on room or apartment capacity.

- Occupancy.** Occupancy begins when a student first gains entrance into their room via key, combination, or ID card. Only the student officially assigned and checked into a specific room may occupy that room. At its own choosing, the Housing Department may require a student to move to another room in order to consolidate unassigned spaces. A student may occupy only the type of room for which they are paying unless exception is granted by the Housing Department.
- Move In/Move Out.** Before moving out, a student is required to remove all refuse, remove all personal possessions, return lofted or bunked beds to the lowest height, and leave the room or apartment clean. Charges for additional cleaning required, removal of personal property, bed height adjustment, or for any damage or loss of University property, normal wear and tear excepted, will be billed to the student(s).
 - Keys.** Keys will be issued to the student of record on arrival at the beginning of the occupancy period. Keys may not be transferred, duplicated, or given to other persons. Lost keys should be reported immediately to the Housing office. In each case in which keys are lost, the lock will be changed, new keys issued, and the student billed. Keys said to be temporarily mislaid, keys not returned at the end of the occupancy period, or unauthorized duplicate keys turned in at the end of occupancy will be considered lost keys and charges will be assessed to the student.
 - Combination Locks.** Students assigned to a room with combination locks are prohibited from issuing or in any way communicating the combination to their room to any person or persons. Combinations will be changed as occupants officially move out of rooms. If a combination change becomes necessary as a result of the combination being communicated to others by the student, the student will be billed for the cost of the combination change.
- Liability.** The University shall not be liable directly or indirectly for theft, destruction, or loss of money, valuables, or other personal property, belonging to, or in the custody of, the student for any cause, or whether such losses occur in the student rooms, storage areas, public areas, hallways, or in the baggage related to shipment or storage. The

University provides no insurance for personal possessions. Students must have their own insurance or be included under their family's insurance policy. The University is not responsible for personal property left behind by students after the date of their withdrawal, transfer, departure, suspension, eviction or dismissal from any accommodation in University housing. Students are particularly encouraged to remove all valuables from their accommodations during periods of absence or during University breaks. In the event of mechanical difficulty (air conditioning, heat, hot water and other equipment) or interruptions of electrical power or water service, the University will make reasonable efforts to restore service; however, there will be no reduction of housing charges because of such failure. In the event of damage by fire, water, steam or other causes which render the room or apartment wholly unfit for occupancy, the University reserves the right to reassign the student to alternative University housing accommodations. If alternate quarters are not available, this Agreement may be terminated, and the student shall not be entitled to recompense for damages except for a pro-rated housing fee refund.

8. **Staff.** The University will provide staff in accordance with the University policy of providing students with a living experience that complements the academic mission of the University of New Hampshire but has no responsibility to provide particular staffing assignments.
9. **Communication.** The University of New Hampshire and Housing Department often communicate with students on official matters in written form and through the use of various technologies. In those instances when the University chooses to communicate with students through technology (including but not limited to email, portal communications, and electronic messaging), it often does so with the use of University-generated UNH Username (IT ID). The University will provide and maintain this UNH Username (IT ID); it will be the responsibility of the student to monitor official communication sent by the University to this UNH Username on the UNH e-mail system, as well as those posted to the UNH Portal (MyUNH/Housing Portal) and accessible with this UNH username.
10. **Parking.** Student/guest parking will be determined in accordance with University parking and traffic rules and regulations. Only vehicles for persons with disabilities (displaying the appropriate permit) may park in designated parking areas. Any vehicle illegally parked is subject to towing at owners' expense and/or a fine, and disciplinary action.
11. **Storage.** Storage space for surplus or seasonally used property is NOT provided. Each student must make his/her own arrangements for such surplus storage off campus. No article of any nature may be stored in stairwells, attics, housekeeper closets, interior and exterior building passageways, roofs or on the grounds.
12. **Entry/Inspection.** University staff members reserve the right to enter a student's room or apartment at any time, whether or not the student is present to (a) perform maintenance (b) to conduct fire/safety inspections (c) during an emergency (d) to enforce safety or health policies, regulations, and statutes.
 - a. Advance notice is not required unless maintenance is expected to be substantially disruptive to students.
 - b. The Durham Fire Department and the University reserve the right to determine fire safety standards for decorations and appliances and require students to take action to correct hazards.
 - c. The University of New Hampshire reserves the right to access and review individual records related to entering or exiting residential buildings.
13. **Laundry Service.** Laundry machines are provided for students and accept payment only in the form of Cat's Cache. The University shall not be liable for any damage to or loss of personal property resulting from the use of the laundry machines, nor shall the University be liable for personal items left unattended in the laundry rooms.
14. **Academic Status.** University of New Hampshire Housing Department reserves the right to cancel housing for any student academically excluded or suspended from the University that does not successfully petition to be reinstated by August 1 of the upcoming fall semester or by the Thursday preceding the start of spring semester classes. A full refund of housing fees will be issued.

B. Use of Dwellings and Grounds

1. **Appliances.** All electrical items in a room must be UL listed or recognized to a UL standard by a nationally recognized testing laboratory. Coffee pots, popcorn poppers, irons may be used but cannot be plugged in unattended. Refrigerators no larger than 4.5 cubic feet are allowed to a maximum of one per every two assigned room occupants. Microwaves up to 800 watts of power output are acceptable. Appliances must be plugged directly into a receptacle.

Except in University apartments, prohibited appliances include induction plates, hot plates, rice makers, instapots, heating/immersion coils, electric frying pans, panini makers, mini grills, mini ovens, slow cookers, toasters, toaster ovens, and air fryers.

2. **Cleanliness.** Students are responsible for maintaining reasonable sanitation and safety standards in their rooms, suites and apartments (including suite and apartment bathrooms). If upon inspection, University staff finds safety and sanitation below standard, the student will receive a written request prescribing corrective action. If after a reasonable time the corrective action has not occurred, the University will perform the needed work at the student's expense. Violations may be cause to revoke the student's housing privilege.
3. **Furnishings.** Each bedroom will be furnished with a bed, desk and desk chair, dresser and closet space for each resident. Closet space may be shared. Bed rails are standard equipment in rooms where beds can be elevated and must be used any time the bed is raised above its lowest position. University supplied furniture may not be moved from the originally assigned room to any other on or off-campus location and may not be stored in any suite or apartment bathroom. Students are prohibited from taking furniture from common spaces in the residence hall or apartment building and placing it in a student room, apartment or any other on or off-campus location. Such action shall be considered theft.
4. **Maintenance.** Routine maintenance needs should be reported in a timely manner using the [online Housing maintenance portal](#). The University reserves the right to perform any and all needed maintenance. If maintenance is needed, it is the responsibility of the resident to notify the maintenance and/or Housing staff, at the onset of each instance, about any personal, medical, or health concern which may be impacted by the work.
5. **Trash Removal.** Students are solely responsible for bagging trash which accumulates in their room or apartment and disposing of such trash by depositing it in the designated outdoor dumpster, trash compactor, and/or recycling container. Personal room or apartment trash may not be placed in common area trash and bathroom receptacles.
6. **Bicycles.** Bicycles are to be parked and secured only in places provided for that purpose. Bicycles may not be attached to stair railings (exterior/interior), building entrances, light poles, trees, signposts, etc. A student is required to remove their bicycle(s) on or prior to their designated move-out date. Bicycles left after move-out will be considered abandoned and will be removed.
7. **General.** The University reserves the right to inspect students' rooms or apartments to ensure compliance with section F-9, Fire Prevention/Drills/Alarms/Equipment. The University also reserves the right to recommend to the appropriate disciplinary body the termination of any Agreement and to impose additional requirements to control the rooms or apartments in case of an epidemic or pandemic.

C. Payment & Release from Agreement

1. The University will establish housing fees yearly and will announce proposed fees for each academic year at the time of housing sign-up. Fees are considered proposed until approval is granted by the University Board of Trustees. Upon nonpayment of fees or any charges herein provided, the University may refuse to register the student for the next semester, issue grade reports of work done, or allow the student to be graduated. Semester payment is due when indicated on the bill or prior to occupancy, whichever is earlier. Graduation, official withdrawal from the University, leave of absence, involvement in University-sponsored study abroad program or internship that make it impossible for Student to commute from the campus, or academic suspension from the University constitute the only grounds for an approved release from this Agreement and are subject to the **Cancellation Charge Schedule (A)** below. Non-renewal, non-academic suspension, eviction, exclusion, dismissal, or termination of the Agreement by Student are not approved and will result in cancellation charges or no refund of the fall and spring semester rate according to the **Cancellation Charge Schedule (B)** in section C.
2. **Deposit.** Newly admitted students offered housing must pay a housing deposit. The housing deposit will be applied against the semester housing fee.
3. **Cancellation of Agreement.** All requests for release from the Agreement must be submitted **via the online Housing Cancellation Request form** with documented proof of the circumstances related to the release request. If these

circumstances change after Student is released from the Room and Board agreement, the release will become invalid, and Student will again be obligated to the terms of the Room and Board agreement. All approved or not approved releases are subject to the respective **Cancellation Charge Schedule** below.

4. Cancellation Charge Schedule.

Cancellation Charge Schedule (A). Approved agreement cancellations are subject to the following charges.

Academic Year Student Request Cancellation:	If Approved, Student Financial Responsibility
By August 1 st prior to fall semester	No Fee
By August 15 th	\$500
By first week of fall classes	25% of fall semester housing fee
By 30 days into fall semester	50% of fall semester housing fee
After 30 days into fall semester	100% of fall semester housing fee
Spring Semester Only Student* Request Cancellation: *Not applicable for students who lived on-campus for the Fall semester	If Approved, Student Financial Responsibility
By January 1 st	No Fee
By first week of spring classes	25% of spring semester housing fee
By 30 days into spring semester	50% of spring semester housing fee
After 30 days into spring semester	100% spring semester housing fee

Cancellation Charge Schedule (B). Not approved Agreement cancellations are subject to the following charges.

Academic Year Student Request Cancellation:	Student Financial Responsibility:
By June 1 st prior to fall semester	\$500
After June 1 st prior to fall semester	100% of fall semester housing fee
Spring Semester Only Student* Request Cancellation: *Not applicable for students who lived on-campus for the Fall semester	Student Financial Responsibility:
By December 1 st prior to spring semester	\$500
After December 1 st prior to spring semester	100% of spring semester housing fee

- a. Subsequent to occupancy, no release from this Agreement or refund can be considered unless the assigned room or apartment is left clean and all sign-out procedures including return of keys and settlement of obligations are completed. In such cases when release is granted, the effective date of release will be determined by the date of such completion.
- b. If the Agreement is canceled, any amount due a student will first be applied to said student's current University charge.
- c. Residents evicted or suspended for reasons of conduct will be financially responsible for that semester's housing fee.
- d. Students who check in or move into a hall or apartment and subsequently move out without consent of the Department of Housing, and do not withdraw from the University, are charged the full housing fee.
- e. Residents who are evicted at the end of Semester I due to willful non-completion/non-compliance of alternative sanctions will be financially responsible for Spring Semester housing fee.
- f. Residents evicted or suspended for reasons of conduct after the published Spring Semester move-in date will be financially responsible for that semester's housing fee.

5. **Spring Semester Cancellation.** Semester I students who have NOT been granted early Cancellation of the Room and Board Agreement for Spring Semester will be charged the full Spring Semester housing fee.

6. **Summer Term Release Charge Schedule**

Written notification of petition for release	If released, student financial responsibility
Prior to start of Agreement (summer contract dates vary)	\$0
Within the first 7 days of residence	50% of the Agreement amount
After the first 7 days of residence	100% of the Agreement amount

Failure to occupy the assigned Summer Term room is subject to 50% of the Agreement amount.

D. Resident Meal Plans

All students who reside in University housing (except Babcock Hall, The Gables and Woodside apartments) are required to purchase a meal plan from the designated mandatory choices. There are no exceptions to this requirement. The Core, Campus and Campus Premier meal plans satisfy the requirement. See www.unh.edu/dining for the latest information about meal plans and services.

1. Resident students must designate the meal plan of their choice:
 - a. prior to July 1 for Semester I
 - b. prior to the second Friday in November for Spring Semester
2. Failure to specify a meal plan choice will be an indication of acceptance of the minimum mandatory meal plan for resident students, currently the Core Plan.
 - a. The last day for making downgrades to your meal plan is the 2nd Friday of each semester.
3. Resident meal plans are valid through the last day of meal service in the semester of purchase.
4. Access to the dining halls can be obtained through one of the following six methods:
 - a. Biometric Recognition System
 - b. Dining Dollars (encoded on your UNH photo ID card)
 - c. Cat's Cache (encoded on your UNH photo ID card)
 - d. Cash
 - e. Master Card, Visa, or Discover
 - f. Apple Pay
5. **Refund schedule.** Official, approved withdrawal from the University, leave of absence, academic suspension, or mutual consent of the parties constitutes the only basis for an approved refund of dining charges from this Agreement and are subject to the schedule below. The effective date for calculating a refund on a paid dining plan will be the date of official withdrawal or the date of last meal eaten, whichever is later.
 - a. Academic Year Refunds are made as follows:
 - i. Before Registration Day, 100% refund.
 - ii. A meal plan that has not been used through the second Friday of either Semester, 100% refund.
 - iii. A meal plan that has been used at any time will be charged at the weekly rate for that meal plan for each week up to cancellation. Partial weeks will be rounded up. The weekly rate equals meal plan cost (not including Dining Dollars) divided by number of weeks in the semester.
 - iv. Unused Dining Dollars will be refunded.
 - b. Summer Session refunds will be on a per week basis; unused weeks will be fully refunded.

E. Dining Hall Information and Policies

1. Information on the UNH Dining and Hospitality Services website (<https://www.unh.edu/dining/>) is incorporated by reference and made a part of this Agreement. The University reserves the right to modify dining options and policies in its discretion. Dining hall meal service begins on the official opening day and ends on the last day of final examinations.
2. Food served in the dining halls is available on an “all you care to eat” basis. Food can be taken out of the dining halls only through the “Green Box” take-out program. Violation of this policy can result in a \$25 fine and/or loss of dining privileges.
3. Students are expected to conduct themselves in the dining halls in a manner conducive to quiet enjoyment of mealtimes by all. Cooperation with stated procedures such as the self-bussing of dishware is expected. Misuse of food is grounds for disciplinary action.
4. Removal of dining hall property is prohibited. Violators are subject to a fine. At the retail locations, all food must be paid for before being consumed.
5. With the exception of service animals, no animal is permitted in any food service, dining or preparation area, or any store that sells food. , Service dogs are individually trained to do work or perform tasks for people with disabilities. Emotional Support Animals (ESA) do not qualify as service animals.
6. **Lost Cards.**
 - a. A charge of \$25 is made to replace a lost, stolen or damaged photo ID card and \$10 to replace a lost, stolen, or damaged non-photo dining card.
 - b. Lost or stolen meal cards must be reported immediately to the Dining ID Office (603) 862-1821 or suspended instantly through the Dining website at <https://www.unh.edu/dining/lost-id-card-order-form>. Only the balance of accounts on the card at the time the card is suspended can be protected. No temporary cards will be issued. Until your ID card is replaced, you will not have access to your meal plan, Dining Dollars, guest passes or Cat’s Cache.
 - c. Your University ID card is strictly nontransferable. The owner of ID card is responsible for its security and proper use and subject to a \$25 fine for its unauthorized use.
7. Guests may be brought into the dining hall by using a guest pass, Dining Dollars, Cat’s Cache, cash, Master Card, Visa, Discover or Apply Pay.
8. Meal plans are subject to change from year to year. Sufficient notice will be given to enable students to plan for future purchases. Please check www.unh.edu/dining/meal-plans for updates.
9. **Dining Dollars.**
 - a. Anyone may purchase Dining Dollars in any amount. Campus and Premier plan holders may purchase additional Dining Dollars if needed.
 - b. Dining Dollars are accepted at Albert’s, Cornerstone 1926, Dunkin’ Donuts, Holloway Commons, Philbrook Café, Philbrook Hall, Stillings Hall, UNH Dairy Bar, Union Court, Wildcatessen, Zeke’s, and campus vending machines.
 - c. Dining Dollars are valid during the academic year of purchase only. A remaining balance from fall semester will carry over to spring semester but will expire at the end of meal service in May. Unused Dining Dollars are non-refundable.
10. **Students with specific nutrition concerns or medically restricted diets** should meet with the registered dietitian and executive chef to review options for dining hall accommodations. It is the responsibility of the student with food allergies or other specified nutrition concerns to make the final judgment on whether or not to question the ingredients of a food item or to choose to eat the foods selected.
11. Unless there is an approved medical reason, backpacks, sling packs, large purses, grocery bags, and non-approved food or beverage containers are not permitted in the Dining Halls.

F. University Housing Community Standards

In addition to abiding by applicable federal, state and local laws, and the University conduct rules outlined in the Student Rights, Rules and Responsibilities, the student is expected to understand, support and live by community standards, rules and regulations established for all residences. Violations of any of the above, which could result in eviction, suspension or expulsion from the University, will be forwarded to the Office of Community Standards. Residents evicted, suspended or expelled for reasons of conduct will be financially responsible for that semester's rent.

1. **Alcohol.** All students are subject to the University Rights and Rules governing the use of alcohol, as well as federal, state, and local laws of alcohol, including the Open Container Ordinance of Durham, NH. Entryways, hallways, and lounges are common areas, and consumption of alcohol is prohibited in these areas (including by those of legal drinking age). Group sources such as kegs of beer, beer balls, and alcoholic punches are prohibited in University housing. Under certain circumstances the presence of empty alcohol containers may be evidence of a violation of the rules regarding possession or use of alcohol.
 - a. Only students of legal drinking age (21 years or older) may consume alcohol in their own room or in the room of another student who is at least 21 years old.
 - b. A legal age drinker may have just one open alcohol container at a time for personal consumption.
 - c. Alcohol is not permitted in any of the common or public areas of the residence halls or apartment buildings.
 - d. Possession or consumption of alcohol is permitted only in rooms where at least one of the assigned and present residents is at least 21 years old.
 - e. All common sources of alcohol, including but not limited to kegs, punch bowls, beer balls, or excessive amounts of alcohol in bottles or cases, are strictly prohibited.
 - f. Providing underage people with alcohol is illegal and strictly prohibited.
 - g. Any person who is under the influence of alcohol and whose behavior leads to personal injury or illness may be considered in violation of the alcohol policy.
 - h. Having a gathering in a residence room, suite or apartment that involves illegal consumption of alcohol will likely lead to eviction upon a first offense. A gathering is defined as more people in the room/suite/apartment than just the people who are assigned to that room/suite/apartment.
2. **Alteration to Premises.** No changes may be made to the building or its fixtures by students individually or in groups without the expressed permission of the Housing Department. The student or any person acting without said permission shall refrain from:
 - a. Removing any item of University equipment/furniture from the room or premises.
 - b. Altering or replacing the present locks or other security devices or installing additional locks or security devices.
 - c. Making any structural or electrical alterations to the room.
 - d. Using nails, screws, bolts, or decals upon the furniture, walls, doors, woodwork, ceiling, or floors of the room or apartment or otherwise defacing, painting or marring such surfaces.
 - e. Making unauthorized repairs to or painting the room or apartment.
 - f. Removing screens.
 - g. Building partitions or making alterations to furniture.
 - h. Taking furniture or other items from common spaces and placing them in student room or apartment.
3. **Civility.** The University offers many times, places and ways to engage in expressive conduct, and it expressly seeks to create a diverse learning culture where students feel encouraged to express themselves on a wide variety of issues. Students attending UNH are not required to live on campus. All persons living in University housing are entitled to sleep, study and quietly enjoy their living space without unreasonable disruption. The University's goal is to create a residential environment where all residents can expect to be treated in a civil and respectful way by each other. Therefore, in accordance with the SRRR and applicable law, residents or guests shall not harass, intimidate, or threaten a guest or fellow resident through speech, conduct or writing. Isolated or repeated threats, harassment, intimidation or abuse sufficiently severe or pervasive to alter the conditions of another resident's sleep, study or repose may result in conduct charges or eviction. Isolated incidental breaches of civility shall normally be treated as opportunities to counsel an offending student, with or without a formal warning.
4. **Common Area Use.** The University strives to create an atmosphere of respectful, diverse opinion and expression. Although our community aspires to extend this atmosphere into student residential facilities, it is important to note that residences are unlike other campus facilities, and that some kinds of expressive conduct are subject to reasonable time, place, and manner restrictions. Students are expected to use good judgment when engaging in expressive

conduct or displaying material in the common areas of the residence hall. These include any areas outside of a student room, including lounges, hallways, common bathrooms, public kitchens, and hallway doors where community members must pass every day and therefore cannot avoid. Students and guests are prohibited from displaying material in common areas that disrupt or would likely disrupt the educational mission of the University, including, but not limited to, materials that are pornographic, obscene or create a hostile environment sufficiently severe or pervasive to alter the conditions of other residents' ability to sleep, study or repose. Students and guests are also prohibited from displaying materials that are harassing or threatening to others. Please refer to the UNH Discrimination and Discriminatory Harassment policy for more information. The display of materials in the common areas shall be defined to include, but not be limited to, photographs, posters, written materials, videos, and live performances. Videos shown in the common areas shall comply with all rules of civility and with all applicable copyright laws. Isolated or incidental breaches of the rules governing the use of common areas shall normally be treated as opportunities to counsel an offending student, with or without a formal warning. Use of common areas to make repeated or knowing threats, harassment, intimidation or abuse sufficiently severe or pervasive to alter the conditions of another student's sleep, study or repose may result in conduct charges or eviction.

- a. Common space should be used only as intended. Overnight Sleeping in common areas, including, but not limited to lounges of the buildings is prohibited.
- b. Single-use bathrooms as well as common bathroom shower and bath stalls are single use only.

5. **Cooking.** Cooking is prohibited in student rooms in the residence halls and allowed only in designated kitchen units or facilities.
6. **Condition of Common Areas.** Students are responsible for keeping all common and public areas of University housing free of personal trash and belongings. These areas include, but are not limited to hallways, bathrooms, public kitchens, stairwells, lounges, utility closets, and adjacent grounds. Students are expected to participate in the UNH single-stream recycling program by utilizing provided recycling totes, bins, and outdoor receptacles.
7. **Damage.** Damage, theft, and vandalism to University property are strictly prohibited. Violators will be subject to disciplinary action. Each student is financially responsible for the cost of replacement or repairs of any breakage or damage (except for normal wear and tear) to his/her accommodations and its furnishings. If damage within a building becomes excessive, at the discretion of the Directors of Housing Department and Residential Life, residents within that building may share charges for damage that occurs in common areas that cannot be attributed to an individual or individuals. This is referred to as Community Damage Billing. When the Housing Director or the Director of Residential Life find, by a preponderance of evidence, that a student had material information regarding the responsibility of one or more other persons for damage done to University property and failed to share that information with police or staff, the Director may assess the student for a proportionate share of the damage.
8. **Drugs and Paraphernalia.** Students may not possess, use, be under the influence of or sell illegal drugs. Sharing or otherwise distributing illegal drugs or controlled substances in or around the residence halls/apartment communities will be subject to eviction from the residence halls/apartment communities and possible suspension or expulsion from the University. All paraphernalia which can be used with illegal drugs including, but not limited to, bongs, pipes, rolling papers, etc. are prohibited.
9. **Fire Prevention/Drills/Alarms/Equipment.** Students are expected to notify the Fire Department of any fire and safety hazards and to report a fire promptly. All students are expected to observe all fire safety procedures established for their building including participation in fire alarm/evacuation drills. Students must leave buildings when a fire alarm is activated or be subject to disciplinary action. Fire extinguishers and alarm systems shall not be tampered with or tested by unauthorized persons, nor should anything cover, be attached to, or hung from detector devices, conduit, or sprinkler heads. Students are expected to help prevent false alarms and should report any tampering with fire safety equipment to the appropriate staff person. Students are financially responsible for charges assessed as a result of tampering with fire safety equipment.
10. **Removal of Furniture.** All student rooms and apartments are provided with furniture. Students may not remove, or store furnishings provided by the University and may not replace them with other items owned or rented by the student. The Housing Department will not remove or store the standard University furnishings. Public area or lounge furnishings shall not be moved into a student's room. Students will be held accountable through the Office of Community Standards if they take furniture from the lounges and place it in their room for any length of time.

11. **Guest and Visitation Policies.** The student is responsible for the behavior of their guests, for damages caused by their guests and for informing guests of hall policies. All guests will be escorted by their host at all times while visiting in the building. Students within University housing are collectively responsible for their own conduct as well as the conduct of their guests. Overnight guests are not permitted in University housing without advance permission of all students of the room/apartment in which they are staying. Overnight guests may not stay longer than two nights in any given week. No more than ten people may be in a residence hall room or between 13 and 24 people in an apartment/suite, depending upon apartment/suite, at one time, per order of the Durham Fire Department.
12. **Hall Sports.** Behavior that may result in personal injury or damage to property is prohibited. This includes, but is not limited to hall sports, water fights, some forms of practical jokes, roughhousing, dropping items out of windows, improper behavior on balconies, tampering with or other misuse of elevators or fire extinguishers, and failure to observe fire safety rules and procedures. All athletic activities are to be confined to areas outside University housing which are specifically designated for such purposes.
13. **Lewd and Indecent Behavior.** Conduct and behavior which is considered lewd or indecent, including but not limited to, public or unwanted nudity, urination, and defecation in areas other than toilets or urinals, sexual activity in public areas, uninvited or unwelcome voice or written messages to others which are considered lewd or indecent by the receiver.
14. **Lofts.** Built-in (wall or ceiling attachment) structures are prohibited. Free-standing loft structures are permitted however the University of New Hampshire and the Housing Department assume no responsibility for residents building their own bed units. The top of a loft mattress must be at least 30" from the ceiling. The Housing Department and/or the Durham Fire Department reserve the right to determine the danger of lofts and require their removal.
15. **Noise.** Each student shall respect and observe the rights of other students occupying University housing. Noise that is disruptive to others, including hall and apartment staff, is prohibited. Courtesy hours are always in effect and residents are to respect requests of others for quiet. Nighttime hours are "quiet hours", when residents are to be especially aware of the volume and impact of their noise. Residence hall quiet hours are Sunday-Thursday 10pm-7am and 12am-8am on Friday and Saturday. Apartment quiet hours are Sunday-Thursday 11pm-7am and 1am-8am on Friday and Saturday. Hall councils may choose to extend quiet hours but may not shorten them. Quiet Hours may also be extended during finals and break periods at the discretion of Housing and Residential Life. At no time should amplified sound or yelling be directed out or at resident's windows. Residents are to maintain reasonable quiet in courtyard areas at all times. The placement of stereo speakers in such a manner that sound carries out from the apartment or room is strictly prohibited. Compliance with the Durham noise ordinance is required. All established quiet hours must be observed.
16. **Pets/Animals.** Pets or animals of any kind, except non-dangerous fish, are prohibited in University housing. One ten-gallon tank containing fish is allowed per room. While not considered "pets," approved service animals and Emotional Support Animals (ESA's) are the only exceptions considered as reasonable accommodations to this policy. UNH Student Accessibility Services office works in cooperation with the Departments of Housing and Residential Life to determine whether an accommodation is necessary and reasonable. The individual making the request for accommodation should complete and provide the Request Form to Student Accessibility Services as soon as practicably possible before moving into University housing. If the request for accommodation is made fewer than 60 days before the individual intends to move into University housing, or is made after move-in, UNH cannot guarantee that an approved accommodation can be implemented during the student's first semester or term of occupancy. The Housing Department reserves the right to disclose to others impacted by the presence of a service animal or ESA (including potential and/or actual roommate(s)/neighbor(s)/UNH staff) that the animal has been approved as an accommodation. Student must keep approved animal in control when not in room by cage or leash. Pet waste must be removed from grounds and properly disposed of.
17. **Posting/Solicitation.** Door-to-door solicitation is strictly prohibited. Commercial activity, solicitation or advertising is not permitted in or around University housing unless prior approval by the University Police Department has been obtained. The only exceptions are activities permitted under University Rules and/or those sponsored by University staff or local resident governing councils. All information posted in common areas and on bulletin boards must be approved by the Housing Department or Residential Life staff. Items posted on room doors or other areas are subject

to removal if they constitute a fire hazard or violate the provisions of paragraph 4 regarding common area use. No commercial soliciting or canvassing is allowed.

18. **Prohibited Items.** Except where specifically permitted, the following items are prohibited in University housing, including, but not limited to:
- a. Halogen lamps, electric heaters, electric blankets, lava lamps and other decorative objects which heat up, live holiday decorations (i.e., Christmas trees), non-UL listed items and electrical items not approved by the Housing Department.
 - b. Air conditioners, clothes washers and dryers, dishwashers, and water beds
 - c. Television or radio antennae and any other objects which are placed outside the room window or anywhere on the exterior of the building or adjacent grounds. The International Connection residence hall, with the prior approval of the Director of Residential Life, will be permitted to fly their international flags on Opening Weekend and for specific campus wide events sponsored by the International Connection residence hall.
 - d. Firearms, candles, wax tarts, incense, explosives, fireworks, weapons of any kind, hazardous chemicals, gasoline, charcoal lighter fluid, propane, butane, motorized vehicles of any kind, including hoverboards, (or parts, repair tools, accessories for any motor vehicle).
 - e. See section B 1 (Appliances) of this Agreement for additional prohibited appliances
19. **Security.** Part of the obligation of community living is to help safeguard the living environment. Students are reminded that they share in the responsibility for the security of their rooms and the buildings in which they live. Students are strongly encouraged to keep their rooms/apartments locked at all times and also to report individuals who appear to be tampering with locks, damaging facilities, harassing students, or behaving suspiciously. Students are advised to be particularly security-minded at times of check-in, holiday breaks, check-out, or when fewer residents are in the residential facilities. The following behaviors can compromise the security of other students and are prohibited. Students found responsible for any of the following behaviors will be subject to disciplinary action, including fines to cover the costs of door repair or replacement.
- a. Giving personal keys or ID card to another person
 - b. Leaving keys or ID card in a public space
 - c. Propping open any door to the outside
 - d. Attempting to force open any secured door
 - e. Interfering with the locking mechanism of any door
 - f. Allowing individuals who seek entry to “piggyback” (enter the building without using their own entry card)
 - g. Removing a window screen
 - h. Damaging any door, lock, or window
 - i. Climbing through windows, being on ledges, porticos or roofs
 - j. Throwing objects out windows or from roofs of buildings
 - k. Entering another student or staff members living space without permission
20. **Smoking.** Smoking is strictly prohibited inside any University residence facility. Smoking within 20 feet of any University building is strictly prohibited. This ban includes all forms of smoking including electronic cigarettes, cigars, vaporizers, cigarettes, marijuana, hookahs, etc.
21. **Theft.** Attempted or actual theft of and/or damage to property of the University or property of a member of the residential community is prohibited. This includes removing property from residence hall or apartment common spaces or from rooms of other students.
22. **Weapons.** The University of New Hampshire is a weapon-free campus. This applies to all residence halls and apartments. Weapons include but are not limited to, firearms, simulated firearms, dangerous chemicals, any explosive device, nun chucks, brass knuckles, butterfly knives, paintball guns/equipment and any other materials that could be used to intimidate, threaten or endanger others, are prohibited on campus; including weaponry intended to be decorative or collectibles. Any knife, including a butter knife, used as a weapon shall be considered a violation of this policy.
23. **Failure to Comply.** Refusing to cooperate with University staff or University police who are attempting to investigate or address a situation in a University residence hall or apartment is prohibited. The student is required to provide proper identification and truthfully answer legitimate inquiries.

24. **Eviction.** A housing eviction requires a resident to move out of the residence hall/apartment system within 48 hours after the University judicial conduct process is completed. Residents evicted or suspended for reasons of conduct are financially responsible for that semester's rent. **It is important to understand that eviction can occur for a first offense.** Incidents that may result in eviction from the residence hall/apartment system include, but are not limited to:

- a. Possession, use or distribution of illegal drugs or potential drug paraphernalia
- b. Hosting a gathering in student rooms, suites or apartments that involves illegal alcohol possession or use
- c. Acts of violence, including physical assault, sexual misconduct, and destruction or vandalism of property
- d. Responsibility for a false fire alarm or bomb threat
- e. Possession of a weapon or simulated weapon
- f. Theft of personal or university property
- g. Endangerment to self or others in the community
- h. Repeated violations of community standards or University policies