

SOUTH HALL HOUSING GUIDE

Residential Life ♦ Pacific Lutheran University ♦ 2010-2011



TERMS AND CONDITIONS OF RESIDENCE

(Please read prior to signing the South Hall Application/Contract and keep for your reference.)

The South Hall Housing Guide is incorporated in and is binding as part of the Pacific Lutheran University Academic Year 2010-2011 South Hall Application/Contract. Parent or legal guardian signature is required on South Hall Application/Contract if the student is under 18 years of age.

1. OCCUPANCY GUIDELINES

South Hall is residential student housing for Pacific Lutheran University. Therefore, only matriculated students, actively taking class, are eligible for housing. South Hall is an apartment-style residence hall. As such, the occupancy guidelines differ from other traditional on-campus living options. In order to be eligible for living in South Hall, one of the following must be met:

- A. **The student has attained a minimum of Junior standing (60 semester hours); or**
- B. **The student is at least 20 years of age or older on or before:**
 1. September 1, 2010 for Fall Semester
 2. February 1, 2011 for Spring Semester
- C. **The student is married or in an approved domestic partnership (meeting the criteria set forward in the PLU Residential Life Domestic Partner Policy & Guidelines) and one spouse/partner meets the requirements of A, B1, or B2.**

Priority for new assignments to South Hall is based on a points system. Points are awarded for the factors listed below. For more detail please review the applicable South Hall Application. Points are awarded for semesters; J-Term and Summer are not counted for term

- A. Number of semesters a student has resided on campus at Pacific Lutheran University
- B. Number of semesters a student has participated in a PLU authorized study away program
- C. Class standing
- D. Birth date
- E. Number of semesters a student has resided in South Hall
- F. Married students or students in an approved domestic partnership will receive priority over non-married/partnership students for the one bedroom townhouse apartments

South Hall is a living environment for those students who have shown themselves to be responsible members of the PLU community. Residential Life reserves the right to refuse assignment of a student to South Hall as a new or returning resident, regardless of priority point totals, based on significant prior or ongoing involvement in the PLU Student Conduct System. Additionally, current residents who violate PLU policy or disrespect the community in other significant ways may be required to vacate South Hall.

Under no circumstances may a student sell, transfer, or sublet his/her contract to any other person, including another student.

2. AGREEMENT PERIOD

- A. **Fall semester residents are eligible to move into their apartment on or after 1:00pm on Tuesday, August 31, 2010.** Students may not occupy or leave personal belongings in any apartment or common area before this date unless they are participating in a University scheduled program, and have prior approval from Director of Residential Life or designee. An additional fee may be required. Limited, free summer storage is provided for fall semester residents. The University will not be responsible for any property left unattended or put in storage.
- B. **Students newly approved to move into South Hall at the beginning of January Term (J-Term) are eligible to move into their apartment on or after 1:00 p.m., Sunday, January 2, 2011.**
- C. **Students newly approved to move into South Hall at the beginning of Spring Semester are eligible to move into their apartment on or after Sunday, February 6, 2011, unless approved by Director of Residential Life or designee (Resident Director).**
- D. **Fall semester residents who cancel housing for January Term and Spring semester must check out prior to 6:00 pm on Friday, December 31, 2010.**
- E. **South Hall residents may occupy their apartment at no additional charge during Christmas Break.**
- F. **Fall semester and January Term residents who cancel housing for Spring semester must check out prior to 6:00 pm on Friday, February 4, 2011.**
- G. **January Term: No student may stay in South Hall during January Term unless enrolled for an approved course of study (or have filed a Plan of Action with Residential Life), even if the student has resided in South Hall during the fall semester and/or will be in the hall for the spring semester.** Students found in violation of this policy will be charged for housing and will be subject to disciplinary action.
- H. **Residents may occupy their apartments until 6:00 pm on June 1, 2011.**
- I. **Summer housing will NOT be available in South Hall, unless approved by Director of Residential Life or designee.** South Hall will house university conference attendees during the summer. Residents who wish to stay for the summer will be required to relocate to an alternate residence hall.

3. TERMINATION OF CONTRACT

This contract remains in effect until the end of the contract period, but may be terminated under the following conditions:

- A. If a student officially cancels enrollment with the Student Services Center at PLU (refer to section 4 Cancellation Penalty Schedule); or
- B. If a student violates the terms of this contract, University regulations, local, state, or federal laws, the University reserves the right to cancel the South Hall Housing Contract with no refund of room payment.

4. CANCELLATION PENALTY SCHEDULE

An individual who terminates a South Hall Housing Contract will receive a penalty according to the following guidelines:

- A. The South Hall contract is an academic year contract. A student who no longer wishes to be considered for living options initially requested, must cancel that request, in writing, to the Office of Residential Life prior to being selected for a new living option. This includes students who are graduating, studying away, withdrawing from the university, living off campus or living at home.

- B. A student who has already been selected for a new living option, but would like to return to a former University living option must apply for the former space via the appropriate Residential Life process. Students canceling a South Hall living option to remain on campus in another University living option will not be charged a cancellation penalty. Should such a student subsequently cancel their traditional housing assignment prior to occupancy, the South Hall Cancellation Penalty Schedule (section 4C) will be implemented.
- C. Students selected for a space in South Hall who cancel PLU housing entirely before occupancy for the semester in question will be subject to the following penalties:
1. If written cancellation is received by Residential Life prior to 5:00 pm on April 1, 2010 (for the academic year) or December 1, 2010 (for Spring semester), **no penalty will be assessed.**
 2. If written cancellation is received by Residential Life between 5:00 pm, April 1, 2010 and 5:00 pm, May 1, 2010 (for the academic year) or 5:00 pm, December 1, 2010 and 5:00 pm, January 1, 2011 (for Spring semester), **a \$200.00 penalty will be assessed.**
 3. If written cancellation is received by Residential Life after 5:00 pm, May 1, 2010 (for the academic year) or 5:00 pm, January 1, 2011 (for Spring semester), **a \$400.00 penalty will be assessed.**
- D. Housing charges accrue beginning the day they are first available. The effective refund date will be determined at the discretion of Residential Life from one of the following: Apartment Condition Report (completed by staff once resident has vacated apartment), Official Withdrawal Form, Housing Cancellation Form, or written cancellation notice received in the Office of Residential Life. Students having signed a Housing contract but not returning to PLU must complete one of the above for a refund. Refunds are not provided for unused services except as provided above.

5. TERMS & CONDITIONS OF OCCUPANCY

A. Alcoholic Beverages

The use or possession of alcoholic beverages is prohibited on campus and in South Hall. The University reserves the right to confiscate and dispose of alcoholic beverages and/or containers found on the premises. Empty alcohol containers and brewing equipment are similarly prohibited. **Refer to the Student Handbook for complete statement of policy.**

B. Apartment Alterations

Occupants are not permitted to paint, apply contact or wallpaper, alter, construct false floors, or remodel any bedroom, bathroom, kitchen, living area, or public space in South Hall without prior approval from the Director of Residential Life or his/her representative. Damages will be assessed to the resident concerned.

C. Assignment Notification and Waiting Lists

Students are notified of their South Hall status, via email. Assignments and waiting lists for South Hall will be generated for each living option with moves occurring through the beginning of the semester in question.

- If an opening occurs prior to the beginning of the semester in question, an individual who has moved to the top of the waiting list will be placed in the new assignment and forfeit the current assignment.
- If an opening occurs after the semester in question has begun, an individual who has moved to the top of the waiting list will be contacted and given the option of moving.
- Students who apply for South Hall after the application deadline will have their application added to the bottom of the waiting list in the order received.
- A student who no longer wishes to be considered for an assignment to South Hall must submit that request, in writing, to the Office of Residential Life prior to being chosen for a spot in South Hall.
- A new process will occur each semester. Waiting lists are not transferable.

will be updated and available in the Office of Residential Life following the initial posting of assignments and continuing until the semester begins.

D. Drugs, Narcotics, and Acids

The use, possession, or distribution – or in any way assisting anyone to use, possess or distribute – any dangerous and/or illegal drugs, narcotics, or acids (as defined by Federal Law and the R.C.W. Controlled Substance Act F) is prohibited in South Hall. Substances and/or paraphernalia so prohibited will be confiscated and disposed of by University staff members and/or representative(s) from the Pierce County Sheriff's Office and appropriate disciplinary action initiated. **Refer to the Student Handbook for complete statement of policy.**

E. Furnishings and Responsibility for Institutional Property

The University will furnish each South Hall resident with a bed (single except in 1 bedroom townhouse apartments where double beds are standard), desk, chair, bookcase, overhead light, dresser, closet, and blinds in each bedroom. Common areas (kitchens, bathrooms, and living rooms) in South Hall apartments are also adequately supplied with a trash can, recycling bin, dining room furniture, and "soft seats". With the exception of bathroom and kitchen areas, all apartment rooms are carpeted. Students must provide their own study lamps, linens, and other furnishings. (Refer to section 5N for partial listing of prohibited possessions.)

Each apartment in South Hall is equipped with an outlet dedicated to the use of a microwave oven. The University does not provide microwaves, but it is permissible for South Hall residents to provide their own microwave oven.

Lute Card debit or coin-operated laundry facilities are available in South Hall.

University furnishings **may not be removed** from students' apartments nor moved from one apartment to another, nor from South Hall. No furniture from lounges may be moved to student apartments or to other areas of the hall without Residential Life staff approval. Penalties for moving such furnishings may include fines and/or disciplinary proceedings.

Upon moving in, each student is required to sign an Apartment Condition Report (ACR) indicating condition of the apartment and its furnishings. Failure to return ACR(s) forms to the South Hall Staff as requested will result in an improper check-in charge. Moving into an apartment without prior approval will result in an improper check-in charge. Upon check-out, the occupant(s) of the apartment will be charged if inspection by University staff reveals damage or uncleanliness beyond normal wear to the apartment and/or its furnishings. At any time, if individual responsibility cannot be determined, charges may be assessed equally to floor residents for damage to their floor facilities or to all hall residents for damage to hall facilities.

No storage space is available to residents during the academic year. However, limited space is available to students who will be returning in the fall for storage of personal items during the summer months. Due to summer conference use of South Hall, only space for boxed personal items will be available. Student owned furnishings must be removed from the building.

F. Guests

Apartments are to be occupied by the student(s) for whom they are reserved except in the case of temporary guests, who must abide by all University regulations. Guests may stay no more than: four consecutive nights, any four nights out of seven, or any eight nights out of thirty. The University reserves the right to ask guests of residents to leave if they are violating University regulations, federal, state or local laws, and/or disturbing other residents. PLU students are responsible for their guests' behavior. **Refer to the Student Handbook for complete statement of policy.**

G. Internet Access

All bedrooms and living rooms in South Hall are equipped with Ethernet access jacks. This allows all residents to have access to the PLU and World Wide Webs. Students will be billed by the University for any necessary repairs due to tampering or improper use and disciplinary action may ensue.

H. Keys

Keys will be issued upon check-in at no charge. Students must promptly return keys whenever their South Hall Housing Contract is terminated or they change rooms during the academic year. When a room, apartment entrance, or mail key is reported lost or stolen, a key and maintenance request will be issued, the lock changed and a fee charged. Room, mail, or apartment entrance keys may not be duplicated or given to other students. A student who illegally possesses, issues, uses, or duplicates a University key will be subject to disciplinary action.

I. Married/Domestic Partner Student Housing

South Hall has a limited number of one bedroom townhouse apartments that are reserved as married/domestic partner student housing. To be eligible for a married/domestic partner student housing apartment, one spouse/partner must meet the requirements listed in Section 1 of the South Hall Housing Guide. The application will be based on that individual's priority points score.

Proof of marriage (a valid marriage license) or Washington State registered Domestic Partnership must be presented to the Office of Residential Life prior to occupancy.

A student who is awarded a married/domestic partner student housing apartment, but is unable to provide proof of marriage or domestic partnership prior to occupancy, will forfeit the apartment.

Children are not permitted to reside in married/domestic partner student housing except under the guidelines stated in the Residential Life guest policy (section 5G).

An individual residing in married/domestic partner student housing who becomes divorced/separated, or has a child during occupancy, may be required to vacate the apartment. Residential Life will work with any such student on an individual basis. The spouse/partner of any student may be required to vacate the apartment, as more fully set out in the Married/Domestic Partnership Contract, which is incorporated by this reference as though fully set out herein.

J. Meal Plan

Students residing in South Hall are not required to take a meal plan. South Hall residents are eligible to purchase any University meal plan option.

K. Payment

As stated in the University Catalog, "Upon registration, the student and his or her parents or legal guardian, agree to accept the responsibility and legal obligations to pay all tuition costs, room and meal fees, and other special fees incurred or to be incurred for the student's education." Such costs include, but are not limited to, tuition, room and board, fees required for certain specialized courses and other special fees which may be assessed from time to time. Although the student's parents or legal guardian may serve as co-signer with the student, the student remains primarily responsible and legally obligated to Pacific Lutheran University.

The University, in turn, agrees to make available to the student certain educational programs and the use of certain University facilities, as applicable and as described in the University Catalog. A student's failure to pay University bills shall release the University from any obligation to continue to provide the applicable educational benefits and services. Such benefits and services include, but are not limited to, statements of honorable dismissal, grade reports, transcripts of records, diplomas, letters of recommendation, pre-registrations, admittance to classes, housing in the residence halls and the use of University facilities. Under certain circumstances the University may apply student paychecks to unpaid balances.

L. Personal Property

The University will make every responsible effort to protect the personal property of residents, but will not be liable for articles lost, stolen, or damaged by fire, water, heat and/or other natural disasters. When storing goods in University space, students assume the risk of loss or damage. **(STUDENTS SHOULD CONSIDER THE EXTENSION OF PARENTS' INSURANCE OR THE PURCHASE OF ADDITIONAL INSURANCE TO COVER LOSS OF, OR DAMAGE TO, PERSONAL PROPERTY.)** Personal items may not be stored in hallways, lounges, bathrooms or any other residence hall common areas.

M. Pets

Fish are the only pets allowed in University housing. Fish tanks larger than 25 gallons are not permitted. Any resident found with other pets will be referred to the Student Conduct System. Minimum consequences will include immediate removal of the pet, submission to random apartment checks for unauthorized pets for the remainder of the resident's South Hall occupancy, and restitution for any cleaning charges resulting from having the pet. Additional, consequences may include termination of the resident's South Hall contract (section 3B).

N. Prohibited Possessions

The following is a partial list of items prohibited in South Hall apartments: space heaters, exterior antennas, ham radio sets, candles with a burned wick, incense, electric blankets, dishwashers, air-conditioners, firearms, weapons, and explosives (**refer to the Student Handbook for a complete statement of policy**). Prohibited items will be confiscated.

O. Right of Privacy

Students are guaranteed the reasonable privacy of their apartment and belongings. However, under specific guidelines, rooms may be entered and inspected by PLU staff members. These guidelines include, but are not limited to, cases of emergency, need for repairs, health and safety inspections, and when probable cause exists to indicate that a violation of University regulations, federal, state or local laws may be taking place in the apartment.

P. Roommate Responsibilities

South Hall is a living environment for those students who have shown themselves to be responsible members of the PLU community. Residential Life will screen all new and returning applicants. Students who repeatedly violate PLU policy or disrespect the community in other ways may be reassigned to other halls on campus by the Office of Residential Life.

Once a group of applicants has been assigned to South Hall, if an apartment falls below full capacity, the former and current occupants must work to return it to full capacity according to the Vacant Bedroom Policy stated below. Occurrences of a vacancy can be for many reasons including a withdrawal from PLU, cancellation of housing, or move-out, but is a factor that should especially be taken into consideration if anyone in a group plans to study abroad or graduate in December.

The Office of Residential Life requires all apartments in South Hall to remain at capacity throughout the academic year. The Vacant Bedroom Policy is an attempt to share responsibilities of filling an apartment between former and current members of a roommate group.

The Vacant Bedroom Policy is as follows:

1. Any resident who cancels their South Hall housing contract will be assessed a vacancy penalty equal to the daily rate of that space for up to 30 days.
 - a. This penalty begins on the first day of the semester if cancellation occurs after the housing sign-up process, but before occupancy, or during the summer or winter breaks.

- b. If a cancellation occurs during a semester, vacancy penalty charges begin to accrue on the move-out date.
 - c. If, at any time during this 30 days, the space is filled, the vacancy penalty will be stopped.
2. After 30 days, the burden of responsibility for filling a vacant space shifts to the remaining roommate(s). No vacancy penalty is assessed during this time. However, if a bedroom remains vacant past an additional 30 days, the remaining resident(s) will be charged for the remaining prorated contract cost of the space.
 - a. If, at any time, the vacancy is filled, the remaining resident(s) charges will stop.

All persons involved in filling a vacant bedroom must work toward that goal. The vacating roommate must find a replacement that is agreeable to the remaining resident(s). In addition, the remaining resident(s) must work cooperatively with the vacating resident in the pursuit of a replacement roommate. In order to support this process, Residential Life will attempt to create and maintain a listing of people who are interested in moving into South Hall. However, the major responsibility lies with the current and vacating residents to recruit and contact prospective candidates.

If any group member drops out of a group prior to the start of the academic year, the apartment must return to full capacity according to the Vacant Bedroom Policy stated above. In this instance, the new group member(s) must have priority points that would, had they been factored in from the start, still result in the group's placement in South Hall.

Residential Life will keep a list of PLU students who have expressed interest in being considered as a "replacement" roommate. Students on this list have no obligation to move into South Hall, and remaining resident(s) have no obligation to choose someone from the list. It is possible that no one will identify themselves as a candidate to Residential Life.

At any time during this process, a resident or group of residents from the remaining roommates may request to be reassigned to one of the traditional residence halls on campus. Residents may also cancel their South Hall Housing Contract in order to move off campus. The cancellation penalties stated in Section 4 of the South Hall Housing Guide apply at all times and to all residents.

All roommate candidates are limited by the following criteria:

1. Student must have a minimum of junior standing or be at least 20 years of age.
2. Student must be admitted to or enrolled at PLU.
3. Residential Life will screen all new applicants.

Squatter's rights (same apartment type) for the following academic year will be granted to residents under these conditions:

1. Squatter's rights will be awarded to those units who have 50 percent or more of their residents returning.
2. All residents must be admitted to or enrolled in PLU at the time of application.
3. A group that does not meet these criteria may submit new applications for consideration with other new applicants.

It will not be possible for multiple residents who wish to invoke squatter's rights, but with different roommates, to do so. If residents cannot resolve their differences, the ultimate decision will be made in a random fashion.

**Vacancy Penalty Schedule
(based on 2010-2011 housing rates)**

2 Bedroom Apartment ~ Daily Rate = \$27.66	
1 st 30 days (vacating person's responsibility) = \$829.91	
2 nd 30 days (no charges assessed) = \$0.00	
Remainder of semester (prorated charge) = \$1,300.19 maximum charge	
2 Bedroom Townhouse ~ Daily Rate = \$28.74	
1 st 30 days (vacating person's responsibility) = \$862.15	
2 nd 30 days (no charges assessed) = \$0.00	
Remainder of semester (prorated charge) = \$1,350.70 maximum charge	
4 Bedroom Apartment ~ Daily Rate = \$26.92	
1 st 30 days (vacating person's responsibility) = \$807.48	
2 nd 30 days (no charges assessed) = \$0.00	
Remainder of semester (prorated charge) = \$1,265.05 (divided by 3 residents)	
5 Bedroom Townhouse ~ Daily Rate = \$27.71	
1 st 30 days (vacating person's responsibility) = \$831.31	
2 nd 30 days (no charges assessed) = \$0.00	
Remainder of semester (prorated charge) = \$1,302.38 (divided by 4 residents)	

R. Smoking

Smoking is not permitted in South Hall, or within 25 feet of any operable window or door.

S. Special Needs Housing

South Hall is equipped with several units designed to accommodate wheelchair users. Once a student has been assigned to South Hall, special consideration for apartment choice may be given to students who meet criteria. Such requests should be directed to Disability Support Services and Residential Life and must be made in accordance with the application and assignment timeline. Other special housing needs can and will be met in the traditional residence halls. Special consideration will not be given for assignment to South Hall.

T. Television

Each bedroom and living room in South Hall is furnished with a television outlet. Students will be billed by the University for any necessary repairs due to tampering or improper use and disciplinary action may ensue.

U. Telephone

All residents in South Hall are assigned an individual phone number specific to their bedroom. Each bedroom and living room in South Hall is equipped with a telephone jack. The telephone jacks in the bedroom are analog, thus allowing residents to supply a personal phone if desired. A multi-line digital phone for the living room is available upon request. All telephone lines include voicemail. Students will be billed by the University for any necessary repairs due to tampering or improper use and disciplinary action may ensue.

V. University Policies

It is the student's responsibility to become familiar with University regulations and, including, but not limited to, those in the South Hall Application/Contract, the South Hall Housing Guide, the University Catalog, and the Student Handbook. Students not abiding by University policies and regulations may expect their actions to be reviewed by the Student Conduct System.