Office Of Residence Life
University of Maryland Eastern Shore
30665 Student Services Center Lane
Princess Anne, MD 21853

Phone: (410) 651-6144
Fax: (410) 651-6142
Web: www.umes.edu/reslife
Email: reslife@umes.edu
8. Student agrees to check into his/her room for the Spring Semester on the First or Second Day Residence Halls open. If Student does not check in on time, Student forfeits his/her room reservation and Student’s personal property may be removed from the room and placed in storage at the Student’s expense and billed to Student’s account.

9. UMES will notify Student of personal property placed in storage pursuant to this Amendment. If the student does not claim the personal property placed in storage within ten (10) days of being notified by UMES, UMES reserves the right to dispose of the property.

10. Student agrees to fully and forever release and discharge the State of Maryland, UMES, and their officers, agents, employees, and successors from any and all claims, demands, and causes of action, whether in law of equity, existing now or at any time in the future, arising out of or related to any loss, damage, or theft of personal property which is left in the room over Winter Break or which is removed and stored pursuant to this Amendment.

11. Should any of the personal property left in the room belong to a third party, Student further agrees to indemnify and hold harmless the State of Maryland, UMES and their officers, agents, employees and successors the third party in connection with any loss, damage, or theft of the property.

THIS RELEASE AND INDEMNIFICATION IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF MARYLAND AND IF ANY PORTION OF IT IS HELD INVALID, IT IS AGREED THAT THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the Housing Contract remain in full force and effect.
UNIVERSITY OF MARYLAND EASTERN SHORE
OFFICE OF RESIDENCE LIFE
AGREEMENT TO LEAVE PERSONAL BELONGINGS BETWEEN SEMESTERS

Whereas students are generally required to vacate the premises and remove all personal property from their rooms at the end of fall semester and continuing over Winter break while school is not in session;

Whereas UMES agrees to amend the Housing Contract to allow a student who reserves the same room for Spring Semester as was reserved for Fall Semester to leave personal property in the room during Winter Break if the student agrees to the terms and conditions provided in this amendment;

The parties agree to the following:

1. UMES Agrees to allow Students to leave personal property in their assigned room during Winter Break.
2. Student agrees to reserve the same room for Spring Semester that he/she reserved Fall Semester. Failure to reserve the same room will mean that the Student is not allowed to leave personal property in the room over Winter Break and any property left in the room during this time will be removed by UMES and stored at the Student’s expense and billed to the Student’s account.
3. UMES is not responsible for any personal property left in room over Winter Break, including property that may be stolen or damaged in whole or in part. Damage or loss to property may be caused, without limitation, by fire, water, mildew, insects or pests, loss of electricity, electricity surges loss of heat, theft, or vandalism.
4. UMES is not responsible for cleaning the room during Winter Break if items are left in room.
   UMES reserves the right to permit access to Student’s room by other student roommates, if any, who are residents of the room.
5. UMES reserves the right to permit access to Student’s room by emergency personnel and by UMES authorized personnel and contractors for the following purposes: in the event of an emergency; in order to perform maintenance; in order to perform insect and pest extermination services; and to inspect the room as provided in the Housing Contract.
6. UMES will provide reasonable security patrols to the housing communities, but will not practice any special surveillance of a location unless UMES believes that special surveillance should be conducted.
7. Student agrees to disconnect all electrical items from receptacles.
TERMS AND CONDITIONS OF ON-CAMPUS HOUSING SERVICES

INTRODUCTION

This is your residential Contract with the University of Maryland Eastern Shore. It is a legal document binding you to its contents upon signing. Before you obligate yourself to the terms and conditions, carefully read and understand this Contract.

DISTRIBUTION OF INFORMATION

Residents are responsible for compliance to all notices distributed individually, through the campus email system or in mass beneath room doors, posted in public areas, made available via computer, aired over TV/Radio Stations and in other areas of public access. New policies may be articulated in this manner, which do not require the student’s signature as a means to expect compliance.

Living in the residence halls at UMES is a privilege, which is based on the acceptance of the corresponding responsibilities. The provisions in the Contract and the related policies and regulations are written and enforced to safeguard your interest as a student, as a residential community member and to protect the rights of the University and other residents.

Basically, this Contract protects you and the University from actions of residents and other elements that are considered to be unacceptable and inappropriate to the residential environment, which facilitates the academic, personal, and social development of each student.

If you have any questions about the interpretation of this Agreement, please contact the Office of Residence Life (ORL) at (410) 651-6141 or (410) 651-6144 for clarification before signing.

CONTRACTING

You can indicate your acceptance of this offer for University housing by completing and signing the Residence Hall Contract, and returning it to the Office of Residence Life (ORL) along with the required room deposit (payable by credit card, check, money order or Hawk Card). The room deposit represents a down payment, which will reserve a space in the residence hall and will be applied against the room fee. By signing and returning the Contract, the student (and his/her parents where applicable) agrees to accept and abide by all of the terms and conditions of the Contract.

THIS RESIDENCE HALL AGREEMENT AND HANDBOOK SUPERSEDES HOUSING INFORMATION PROVIDED IN THE UNIVERSITY CATALOG.

NOTES:

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FREQUENCY CALLED NUMBERS

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<td>Henson Center Hotel</td>
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POLICY ON PARTIES AND ACTIVITIES

Approval must be granted in order to assemble groups in rooms/apartments for the purpose of activities or parties. Paraprofessional staff and/or Area Director/Counselors will determine the purpose of group gatherings from direct observation. Any paraprofessional staff and/or an official of the Office of Residence Life may disassemble parties that gather without granted approval. Permission to host parties and activities must be granted by ORL.

Private parties are only permitted in individual rooms/apartments and must be limited to the confines of the particular room/apartment. For reasons of consideration and fire safety, no more than ten (10) persons are permitted in an apartment at one time and five (5) persons in a traditional residential hall room. Parties may not spill out into the hallways, stairways, or in front of the building.

OTHER RESIDENCE HALL REGULATIONS

It is the responsibility of each group of residents to ensure the primary rights of residents in their building. As such, if residents wish to develop additional policies to insure those rights, the Office of Residence Life (ORL) will assist them in such efforts. If a group of residents ignores the primary rights of others, ORL may impose additional regulations. Such imposition may include relocation, limitation of guest/visitors, or quiet hours and/or to remove or confiscate radios, stereos, televisions, or musical instruments from their rooms.

OFFICE OF RESIDENCE LIFE BILLING SHEET

Charges will be assessed accordingly for damages, penalties, and improper withdrawal:

Students who are suspended from the University through judicial proceedings or those who leave the University in lieu of judicial action will forfeit their right to a refund of room deposit and/or adjustments to housing charges for the semester during which they leave.

DEFINITION OF ROOM RESERVATION

Payment of a room reservation fee does not entitle a resident to a particular room in any specific campus-housing complex. Students are permitted to request particular type housing and a preference of a roommate. Requests are honored based upon the administrative ability to do so. All room deposits are credited to the student’s account, which reduces the amount owed.

Students residing in the traditional residence halls and the Student Apartments are required to be on the meal plan provided by the University. The meal plan is optional for students residing in the Student Residential Complex, Hawks Landing and off-campus leased areas.

All entering freshmen students are required to have a roommate during their first year at the University. Special exceptions can be granted based on the age of the student by the Director of Residence Life or his/her designee. Some freshmen are assigned to single rooms only because of its size. Requests are not taken for those spaces.

When signed by the student and confirmed by the University, this Contract provides the student with the opportunity to reside in a University residence hall or apartment (hereafter referred to as a residence hall) and commits him/her to all terms of residency as stated within this document.

In addition to conditions and terms noted within this Contract, the resident is also subject to responsibilities and processes set forth in the Code of Student Conduct, Undergraduate/Graduate Catalog, Schedules of Classes, The Residence Hall Contract and Handbook, and other relevant University documents.

THIS RESIDENCE HALL AGREEMENT AND HANDBOOK SUPERSEDES HOUSING INFORMATION PROVIDED IN THE UNIVERSITY CATALOG.
I. PARAMETERS OF THE AGREEMENT

Eligibility

To be eligible for residence, a student must be a full-time undergraduate student admitted and enrolled at the University as a degree candidate (unless the Director of Residence Life or designee grants special exception). Limited space is provided for graduate students. However, dropping below nine hours per semester during any agreement period does not constitute grounds for alteration of this contract during that period. The University provides room and board accommodations without regard to race, age, sex, religion, creed or national origin. Student eligibility will be reviewed at the beginning of each semester. A limited amount of space suited for physically challenged students are available.

General Conditions

1. It is the responsibility of each student and his/her parent(s) where applicable, not only to be aware of the terms and conditions of the contract and the ORL Policies and Regulations, but also to be acquainted with all current rules, regulations, and procedures stipulated in the UMES Student Handbook and the University Catalog.

2. This contract is between the University of Maryland Eastern Shore (hereafter referred to as the University) and the student and parent(s), where applicable (when the student is under 18 years of age), whose signature appears on this contract (hereafter referred to as the student) and is not transferable.

3. This contract is for housing accommodations; it does not entitle the student to a specific room or building.

4. This contract makes it mandatory for those students residing in the traditional residence halls and the Student Apartments to purchase the board plan (14 or 19 meals per week).

5. This contract is for one academic semester or the remaining part thereof.

6. Failure to comply with the terms and conditions of this contract may result in cancellation of the contract and/or disciplinary action at the discretion of the Director of Residence Life or designee.

7. Housing rates are subject to change prior to the beginning of each new academic year. Changes in Policies and Regulations may be made by the Office of Residence Life (ORL) during the term of the contract. Students will be notified of such changes in writing at the time of reservation. If the health and safety of persons using the facilities may be adversely affected by delay, implementation may be immediate.

8. This contract may be renewed according to eligibility determined by the Office of Residence Life (ORL). Students with University or Residence Life disciplinary records or outstanding bills may be precluded from contracting or

1. The right to read and study free of undue interference (irrespective of quiet hours) in one’s room. One of the basic purposes of the University is the dissemination and application of knowledge. Unreasonable noise and other distractions inhibit the exercise of this right. Behavior that attempts to force a roommate to move out of the room will be considered by the University to be sufficient grounds for reassigning the offending resident.

2. The right to sleep, the right to one’s personal belongings, the right of free access to one’s room and facilities, and the right of a clean environment in which to live. Optimum physical conditions are essential as they support, reinforce, and provide for positive conditions for which to learn and live.

3. The right to redress of grievances. If the academic and residence hall communities are to function in the most educational manner, the right to initiate action and referrals for impartial and fair adjudication of grievances is held paramount.

SUBORDINATE RIGHTS OF RESIDENTS

These rights should not infringe upon the reasonable exercise of the primary rights defined above. These subordinate rights include:

1. The right to personal privacy. All persons should have freedom from interference from their personal activities, and should be able to maintain privacy for other than academic reasons.

2. The right to host visitors and/or guests. All students should have the opportunity to maintain personal contacts and friendships with other persons to fulfill their needs for socialization. Guests are to respect the above-stated rights of others in the host’s room and of other building residents.

Any abuse of these rights is subject to review by the Office of Residence Life (ORL), or through University disciplinary procedures. However, processes of mediation involving residents and hall staff should initially be considered as a means of resolving conflicts.
2. Inter-room visitation for **FRESHMEN** residing in the traditional Residential Halls begins at 5:00 p.m. on Fridays and Saturdays, and continues until 2:00 a.m. each night. On Sundays, visitation begins at 5:00 p.m. and ends at 9:00 p.m. Freshmen do not have inter-room from Monday through Thursday. Area Directors reserve the right to change adjustments to the visitation times.

3. Inter-room visitation for **UPPER CLASSMEN** (SOPOMORES, JUNIORS, SENIORS) begins at 12 noon and ends at 12 midnight on Sundays through Thursdays. On Fridays and Saturdays, visitation is allowed from 12 noon to 2 a.m.

4. Roommates are encouraged to discuss and establish hours for their rooms within the limits established by the living unit. Paraprofessional staff will assist residents as problems arise with visitation in their respective rooms. However, it is the responsibility of the student to initiate efforts to resolve problems of a social nature with roommates and other residents.

5. This policy is subject to change. Any changes will be distributed and posted.

**SMOKING POLICY**

Occupants or visitors may not smoke in the residence halls including private rooms, corridors, stairwells, laundries, offices, student centers, lobbies, kitchens, lounges and other space available for common use. Common areas will be posted with the restriction.

**POLICY ON MINOR CHILDREN**

Minor children below age 16 may not reside overnight in the residence halls, except upon special advanced approval granted only by the Director of Residence Life or his/her designee. When permission is granted, the deviation in policy shall be determined a circumstance beyond handling by the occupant and such permission will only be issued for the duration of one overnight stay. Guests of occupants must be age 16 or above to be governed under the Guest Policy. Hosts are responsible for guests under age sixteen (16).

**RESIDENT RIGHTS**

Each person as a resident in the University of Maryland Eastern Shore possesses certain individual rights and responsibilities, which must be held in high regard. This document is intended to define and prioritize minimal expectations from hall residents, in actuating their freedoms, without placing constraints upon the rights of other residents. Each individual has a right to engage in those physical, educational and social pursuits that are necessary parts of his/her university life. However, these rights carry with them a reciprocal responsibility on the part of the individual to ensure those same rights for other residents.

recontracting for housing as determined by the Director of Residence Life or designee.

**Occupancy Periods**

Student occupancy is allowed, under normal circumstances, from the date of check-in (specified when notification of assignment is made by the Office of Residence Life) through the last day of final examinations for the each semester. Room is provided only while the University is officially open. Dates of closing and opening will be communicated to all students.

Residents may occupy their assigned space no earlier than the announced date for opening. Residents are expected to vacate their room and belongings by 8:00 p.m. on the day of the last scheduled examination at the end of each semester, or within 24 hours after withdrawal from the University or after termination of the Contract. Students who fail to check-out by the specified time will be charged one (1) week’s housing plus the improper withdrawal fee. Students must follow specific check-out procedures and return all keys whenever the room is vacated. Written notification of the check-out procedures will be provided prior to the end of each semester.

Residents are required to remove all personal belongings from their rooms and common areas at the end of each academic year. If the same space is claimed at the end of the fall semester for the spring, students are permitted to leave belongings in their rooms provided they sign a waiver. However, local storage companies strongly are recommended because the University is not liable for items stored on campus over the Winter Break.

**Liability**

The University cannot and does not assume responsibility for personal accident, injury, or illness sustained by residents, guests, or visitors, nor for the damage, theft, or loss of personal property. The residents release the University, its officers, agent, and employees from any liability on account of accidents, injury, illness, property damage, theft or loss. The University recommends that students contact an insurance carrier of their choice to insure protection against such harm or loss.

**Indebtedness**

Failure to satisfy the financial obligations accrued under this Contract may result in the denial of contracting or re-contracting; denial of issuance/transfer of grade transcripts and/or enrollment; and/or eviction.
Termination After Payment of the Deposit

Once the commitment payment is received, the Contract is binding and the student must petition and obtain approval for the particular agreement period (see Contract Release).

II. UNIVERSITY SERVICES

This Contract when confirmed by the University permits the student to receive residence hall facilities and services. Although the University will endeavor to provide the following services on a continual basis, interruptions may be necessitated by an act of God; an order of a University/civil authority, a limited or restricted control or availability of resources as determined by the University may necessitate interruptions. It is the expectation of the University that services will be available and uninterrupted and that any disruption of services vital to the health and safety of residents will be restored within a reasonable time.

Assigned Space

The University will furnish a space in a residence hall and will grant the resident use of the facilities of the hall in accordance with the terms and conditions specified within this Contract.

Utilities

The University will provide heat, water, electricity, and waste disposal services.

Housekeeping

The University will remove trash from designated areas and will clean common hallways, floors, lounges, public areas, and bathrooms in the traditional residence hall on a scheduled basis. Students residing in the Student Apartments, Hawks Landing, the Student Residential Complex and off-campus leased spaces are responsible for the general upkeep of their rooms, common areas, and bathrooms. Students residing in University Terrace are responsible for the general upkeep of bathroom areas.

Furnishings

The University will provide to the resident: a bed, mattress, dresser, desk, and chair.

Repairs

The University will make all repairs and perform maintenance in the residence hall.

Forms and passes are available in each housing office. Only Area Directors and other permanent professional staff of Residence Life may issue a guest pass. Residents who fail to register guests are subject to disciplinary action as administered through the University’s Judicial System. The policy established is in the interest of providing a safer environment for the entire campus community.

GUESTS AND VISITORS

1. Guests and visitors must abide by all hall rules and regulations while in the residence halls.

2. It is the responsibility of guests and visitors to familiarize themselves with residence hall rules through their hosts.

3. Guests and visitors who violate residence hall and/or subject to disciplinary action.

4. No guests or visitors may establish residency in a residence hall.

HOST RESPONSIBILITY

1. Hosts are responsible for the actions of their guests and to ensure guests, or visitors’ compliance with University regulations.

2. Hosts must be sure that the guest or visitor for whom they take responsibility is in fact their guest or visitor.

3. Hosts must inform guests and visitors that should circumstances and/or incidents arise in which their non-resident guest or visitor is in violation of laws or University policies, the guest or visitor can be held liable for civil action.

4. Hosts may be charged additional rental for each day a guest resides illegally in the residence hall and may be subject to disciplinary action.

5. Hosts must show proper concern for the rights of roommates.

VISITATION POLICY

1. There are no visitations of the opposite sex for FRESHMEN students residing in any upperclassmen area. No individual of the opposite sex is permitted to enter the living rooms or common areas in the upperclassmen areas where freshmen are residing in an apartment unit. Students wishing to have visitors of the opposite sex can do so in the respective community centers. This facility is open nightly at liberal hours. Violation of the visitation policy automatically terminates the Residence Hall Agreement and requires the individual to immediately forfeit the assigned space for the balance of the semester.
floor residents are expected to establish their own personal group social policies within these limits. Abuses of these regulations may result in individual or group loss of specific social privileges and/or disciplinary action.

GUEST POLICY

Guests (including family members) are defined as any one who visits a campus resident who does not have a current Residence Hall Contract:

1. Individuals residing in housing areas where inter-room visitation is permitted are all allowed GUESTS (non-University members) of the opposite sex only between the hours of allowed visitation periods.
2. In areas where inter-room visitation is not permitted, residents may not host guests of the opposite sex at any time.
3. Residents may host overnight guests of the same sex in all housing areas.
4. The maximum visitation period shall not exceed two days for overnight guests of the same sex.
5. Overnight visits begin at 4:00 p.m. and end at 8:30 a.m.
6. Residents may have only one guest registered at a time.
7. Host of guests (male and female) must register their guest/visitor at the Area Director/Counselor(s) office of the particular housing area being visited. Guests must be registered by 4:00 pm, Mondays through Fridays. Guests may not be registered on Saturdays and Sundays.
8. Guests may not arrive after 12 midnight.
9. Guests hosts must arrange for a guest pass to be issued to visitors indicating arrival and departure dates.
10. Guests passes shall contain the signature of the host, the professional staff and other information such as building, room numbers and time/date issued.
11. When registering a guest, be prepared to provide his/her full name, age, home address and telephone number. If overnight, indicate the date of departure (maximum two days). A valid ID of the guest must be presented before being issued.
12. The host must sign a statement of agreement outlining his/her responsibility as a guest host.
13. Consent from roommate must be obtained before housing a guest.
14. Guests must be instructed to maintain their pass at all times while on campus. Guests unable to present a guest pass upon request will be detained until properly cleared.
15. The same guest may not stay in a residence hall more than once per month.

III. RESIDENT RESPONSIBILITIES

Care of Facilities

The resident accepts responsibility for and agrees to be held accountable for actions of him/herself and those of his/her guest(s); for care of the residence hall facility, assigned space, common areas, and University property; and promptly reporting any interruptions of services or any needed repair. The resident will take responsible action to protect and prevent the residence hall facility and property from wanton, reckless, or negligent damage; will refrain from encouraging or participating in activities which cause damage to occur; will report property or facilities damage; and will take responsible action to assist the University in identifying individuals responsible for damage.

The resident, at the time of check-out, will return the assigned space and its University furnishings in the same condition as they were received, with the exception of reasonable wear and tear, as determined by the Office of Residence Life (ORL). The resident assumes responsibility for the appropriate use of safety and security hardware with in his/her assigned space and building and will immediately report loss of assigned key(s).

Conduct

The resident shall conduct him/herself in a manner which promotes a quiet, safe, and secure residence hall/environment conducive to the pursuit of academic goals. The resident shall ensure that his/her roommate will have access to and equitable use of the assigned space. The resident will abide by the rules, regulations, policies, and procedures established by the Office of Residence Life (ORL) as published in the Residence Hall Contract Handbook and the relevant residence hall documents, and the policies and procedures established by the University. Rules and regulations are intended to promote the safety and well-being of residents. They include, but are not limited to prohibitions against: (a) flammable materials; (b) weapons and fireworks; (c) unauthorized modification of assigned space; (d) pets; (e) duplication and transfer of University keys; (f) disruptive/destructive behavior; (g) behavior such as intimidation or harassment which threatens the safety, security, health, and well-being of others; (h) improper use of fire safety and building security equipment; and (i) threats to and/or
Personal electrical equipment authorized for use in individual rooms include televisions, radios, stereo equipment, record players, razors, toothbrushes, fans, clocks, hair dryers, microwaves, lamps, coffee/tea pots, and small cubic refrigerators. The following appliances may NOT be used in the residence halls: George Foreman grills, hot plates, heat lamps, sun lamps, electric blankets, electric heaters, electric frying pans, griddles, toaster ovens, woks, and other such appliances that use great amounts of electricity to generate heat and are potentially unsafe. Should these items be found, they will be confiscated and not returned.

**FORCED ENTRY/DOORS DESTRUCTION**

Anyone found or determined guilty of Forced Entry into an apartment/room is subject to eviction after being penalized of at least $500.00 as a fine. The amount will be imposed if there is no visible damage or if the door is rendered unusable. Should the cost of repair or replacement exceed the $500.00 assessment, all additional charges will also be applied to the student’s account. A Judicial Hearing is not necessary to impose eviction when adequate evidence exists to determine the violator.

The resident agrees to familiarize him/herself with all University rules and regulations as well as the judicial process. In formation may be found in the Campus Judicial Code Booklet. When it is determined by ORL that a student has violated state or federal laws and/or University rules and regulations, and when such conduct indicates that the student’s residence in University residence halls constitutes a threat to the safety, health or well-being of community members or of him/herself, disciplinary and/or administrative action, including termination of this Contract, may be pursued.

**Noise Levels**

Minimum noise levels are to be observed at all times. During special periods of the semester, notices shall be posted requiring quiet hours. Students are expected to comply with these announcements when requested. At no time will anyone be permitted to place speakers or other entertainment equipment in windows. Entertainment equipment may not be played through doorways leading outside. Should this occur, ORL will confiscate these items until the end of the academic semester.

Automobile speakers must be played at minimum levels while vehicles are parked in any University parking lot. Violators are subject to losing the privilege of maintaining a vehicle on campus.

3. All overnight guests must register at the residence hall during office hours.

**ANTENNAS**

Exterior antennas are not permitted.

**PETS**

With the exception of aquarium fish, pets are not permitted in the residence halls. Residents found maintaining pets are subject to eviction after sufficient warnings. In addition, a fine shall be charged to the student’s account for each violation. Illegal pets will be removed by the University, or its representative and not returned to the owner until a parent or Humane Society Officer removes the pet from the premises. If no cooperation can be obtained from either, a suitable home for the animal will be located off campus or the pet will be released in the wild. Cages will not be returned.

**SPORTS AREAS**

Athletic activities are to be confined to areas designated for such use. There are designated areas at the University for baseball, football, soccer, lacrosse, tennis, volleyball, baseball, catch, etc. The use of residence halls for these activities is prohibited.

**PAINTING**

Residents are not permitted to paper or paint rooms, doors, or furniture.

**CHANGE OF ADDRESS**

The student agrees to keep the Office of the Registrar and the Office of Residence Life (ORL) informed of his/her current forwarding address.

**SOCIAL POLICIES**

The Office of Residence Life (ORL) has established a number of maximum limits on various social policies. Roommates and or group loss of specific social privileges and/or disciplinary action. All social gatherings in residential communities must be approved by the Area Director.
Personal electrical equipment also includes razors, toothbrushes, fans, clocks, hair dryers, microwaves, lamps, coffee/tea pots, hot pots, and small cubic refrigerators.

The following appliances may not be used in residence halls: George Foreman Grills, candles, incenses, hot plates, heat lamps, sun lamps, electric blankets, electric heaters, electric frying pans, griddles, toaster ovens, woks, and any other such appliances that use great amounts of electricity to generate heat and are potentially unsafe. Should these items be found, they will be confiscated and not returned.

KEYS

1. The possession or use of any University key other than those issued to the resident by a University official is prohibited.
2. Should a key be lost, a charge will be assessed to the student responsible. This charge covers the cost of changing the core(s) and of issuing new keys.
3. The possession of any unauthorized keys which can be used to open any lock in the residence halls is prohibited and will result in immediate termination of the Contract. Charges of illegal entry will be brought against any person discovered to have used or is using an unauthorized key.
4. All room and other door keys are the property of the University and must be returned upon Contract Termination. Duplication of such keys is prohibited.
5. Students should not give others their room key. Offenses for such action can range from billing to cancellation of housing.

LOCK-OUTS

Lockouts are often a problem when students do not handle their keys responsibly. Students may be charged for being let into their rooms. The charge will be applied directly to the student's account.

SECURITY REGULATIONS

1. Residents are urged to lock their doors and windows during periods of absence. The University is not responsible for items stolen from rooms when doors and windows are left open. During holiday periods, additional precautions should be taken to include removing valuables and small portable items; closing curtains, and unplugging appliances. Even when proper precautions are observed and a theft occurs, the University is still not held liable. Any losses should be reported to the University Police. Residents should take precautions to safeguard property and to report any suspicious persons to the Department of Public Safety or to ORL.
2. A student may not refuse to provide authentic personal identification when officially requested to do so by a properly identified ORL staff member or University Police officer.

Change of Use of Assigned Space

The resident agrees that a change of assignment may be made only with approval of ORL, in accordance with established room change procedures. Requests based upon consideration of race, religion, sexual orientation or national origin, cannot be honored.

The resident agrees (a) to live only in the space to which he/she has been officially assigned, (b) not to sublet or otherwise use or grant use of assigned space, residence hall common areas, or grounds for any unauthorized purposes, and (c) to not sell, solicit or conduct a business enterprise therein without the written permission of the Office of Residence Life (ORL). If a vacancy occurs in the assigned space, the remaining resident(s) agrees to follow established procedures for the reassignment of another student to that space.

When vacating an assigned space, regardless of the reason, the resident must complete established check-out procedures which includes a petition for release form maintained in the Office of Residence Life.

UNAUTHORIZED CHANGING OF ROOMS

Students switching rooms without authorization causes serious problems with record accuracy and billing. Switching rooms without approval from the Office of Residence Life is cause for eviction. If eviction is not imposed, all parties who illegally switched a room will be charged the cost of the semesterly rent applicable to the room occupied illegally. THIS ASSESSMENT WILL BE IN ADDITION TO THE CHARGE FOR THE ROOM THE STUDENT WAS ASSIGNED. This assessment will remain on the student’s account at the Director’s discretion even if the student returns to their official assignment.

Guests

The resident recognizes that his/her guest may stay in the assigned space only with the concurrence of the roommate(s) and for no more than two consecutive nights that must be approved by the Area Director. If the exercise of this privilege results in excessive frequency, ORL may invoke limitations on the guest privileges of the involved resident(s).
MINOR CHILDREN

This policy outlined for minor children is to prohibit residents from bringing or housing minors due to the risk of injury or other liabilities. If it is determined students are housing children in their rooms, the cost of housing for the semester will be charged and pro-rated through the end of the term. **This is in addition to the amount already required to live on campus.**

Loss of Housing may also occur as a result of repeated violations.

IV. ADMINISTRATIVE PROCEDURES

A. Search and Seizure

The University of Maryland Eastern Shore, as a state institution of higher education, recognizes that there must be a balance between its right to maintain an ordered educational environment and its students’ constitutional right to privacy.

In regard to its residence halls, the University of Maryland Eastern Shore draws the balance through the use of an administrative search warrant policy. This policy is designed to maintain an ordered educational environment while protecting a student’s right to privacy in his/her residence hall, and falls within the constitutional limits placed upon state action under the Fourth and Fourteenth Amendments.

To implement this policy, the following procedures will be complied with:

All residence hall room searches, except those conducted by University Police with a legally obtained search warrant, must be approved by the Vice President for Administrative Affairs or his/her designee.

A room may be searched only if there is reasonable cause to believe that a student(s) is/are using his/her room for a purpose in violation of federal, state or local laws, or University regulations. “Reasonable cause” is defined as facts and circumstances sufficiently strong to warrant a reasonable person to believe beyond mere suspicion that room is being used for such purpose.

The Residence Hall staff will carry out all room searches, other than those performed by University Police. When the Residence Hall staff feels such “reasonable cause” exists they will request an administrative search warrant from the Vice President for Administrative Affairs or his/her designee specifying the applicant, date, room to be searched, occupants, facts and circumstances constituting “reasonable cause,” material to be seized and names of two Residence Hall staff members who will conduct the search.

In conducting a search, the Residence Hall staff members will attempt to have the occupant(s) of the room present. If present, the occupant(s) should be (a) informed that any material found may be used in a University judicial hearing, in a court of law, or both; (b) presented a copy of the administrative search warrant; and (c) the reason for the search and material to be seized. If the occupant(s) is

FIRE AND SAFETY REGULATIONS

Residence hall fire and safety regulations are for everyone's benefit and must be observed.

1. Residents, guests, and visitors must evacuate the residence hall immediately when a fire alarm sounds.

2. Tampering with the fire alarm horns, smoke detectors, pull stations, extinguishers, or other fire equipment is prohibited, and violators may be subject to judicial referral and/or arrest, and/or dismissal from the residence halls.

3. The possession or use of firecrackers, firearms, ammunition, lighted candles, open flame devices, and/or explosive material is prohibited.

4. A student may not store or maintain any motorcycle; motorbike, motorscooter, or any other unauthorized vehicle or flammable material within the residence halls.

5. No student shall alter or repair electrical equipment or fixtures, which belong to the University. Defects in electrical equipment should be reported to the residence hall office to prevent possible fires.

6. Fire alarm pull boxes and extinguishers are located in the stairwell/hallway of each building. If the glass on the pull box is broken, or if extinguishers are tampered with, the residents living off on the hall/suite will be charged based upon the replacement cost or fine.

7. Residents should not overload electrical outlets or use multi-plug adapters.

8. Fire drills will be conducted every semester in the traditional halls.

ELECTRICAL APPLIANCES

Personal electrical equipment authorized for use in individual rooms includes telephone, radios, stereo equipment and tape recorders.
UMES DRUG POLICY

Possession, use, or distribution of drugs on University property is strictly prohibited.

The Policy

1. Any student having a drug problem may, voluntarily, on a confidential basis, report it to the professional counseling staff at the counseling center where assistance will be provided in securing treatment.

2. Any student caught and suspected of using drugs will be processed through the campus Judicial System. If evidence presented at judicial hearing results in dismissal, the student will be referred to a drug rehabilitation agency in or near his/her hometown. Before the student can be readmitted to the University, evidence must be presented which confirms that the student has participated in a rehabilitation program.

3. Any student caught selling or distributing drugs will be turned over to criminal authorities.

ROOM/APARTMENT INSPECTIONS

The University reserves the right to inspect students’ rooms as a function of its responsibility to protect the safety and health of all residents and to insure that University property is maintained.

The University official conducting the inspection will provide written documentation noting areas that are acceptable, areas which needed additional work, and areas which were not acceptable. In areas indicating WORK NEEDED, or those that were not acceptable, the residents assigned to the room will be given a period of twenty-four (24) hours to bring the area(s) to an acceptable level. If the area(s) is/are not brought up to an acceptable level by the time specified a housekeeper will be assigned to bring the room up to standard. Students assigned to the student apartments and the upperclassmen housing areas will be billed immediately if cleaning standards have not been met. The residents’ accounts of the room/apartment that did not meet cleaning standards will be charged the appropriate amount in accordance with the ORL’s fee sheet for damages, repairs and cleaning.

ROOM ENTRY

Only recognized state or University law-enforcement officers who have obtained appropriate legal authorization may conduct searches for contraband.

The University reserves the right to remove unauthorized University or personal property which, in the judgment of University authorities, constitutes a significant health or safety hazard. If the University must remove unauthorized (are) not present, the search may be conducted, with presentation of the administrative search warrant, at a later time.

Should the search for specified material uncover other material indicating illegal activity or violation of University regulations, it will be seized. When the search is completed, the Residence Hall staff should complete a search inventory form specifying the room search, and a detailed explanation of material confiscated should be given to the Vice President for Administrative Affairs.

B. Room Entry Inspection and Property

1. The University reserves the right to enter rooms for purposes of (a) improvements, (b) maintenance, (c) recovery of University/State owned property which is not authorized for use in the assigned space, (d) fire and safety inspection, (e) suite and room inspection and (f) actions necessary to insure the safety, health and general welfare of the resident or others and/or the protection of University or student property.

2. A resident’s request for maintenance or repair constitutes his/her consent for room/suite entry.

3. While entry without notice may be necessary, attempts will be made to provide prior notification whenever reasonable.

4. The University reserves the right to remove any personal property remaining in a room/suite following (a) term ination or expiration of this Contract, and/or (b) the resident’s separation by/from the University, and/or (c) the date the resident officially checks out of the room. A charge for costs incurred by such removal may be assessed to the resident.

5. The University respects the resident’s rights to privacy within his/her room. When entry or inspection is required reasonable consideration will be given to the resident’s academic and personal pursuits.

C. Review of Housing Status

1. When it is determined that a resident has violated a term of this Contract or any other Residence Life or University rule, regulation, or procedure, he/she is subject to: (a) administrative action as defined in the Residence Hall Contract Handbook; (b) disciplinary action as defined in the Judicial Code; and/or (c) financial responsibility for any damage, theft or loss in accordance with established procedures; and/or (d) a reassessment of a disciplinary charges by ORL when the individual fails to comply with a limited number of expectations and procedures, as specified by ORL.

2. When an allegation of violation of a rule, regulation, or procedure is received, and the established administrative review process to terminate the Residence Hall Contract and Handbook, is initiated, the resident will be provided the following procedural safeguards: (a) notice of the violation charged and (b) an opportunity to present his/her version of the incident. Administrative action
by ORL under this Contract may range from a verbal or written warning to termination of residence hall services. These administrative actions taken may not result in a disciplinary record.

3. When disciplinary action is taken, procedures defined with the Judicial Code apply.

4. The Vice President for Administrative Affairs, or authorized designee in his/her absence, may temporarily suspend a resident from the residence halls pending administrative and/or disciplinary action when, in the judgement of the Director, ORL or his/her designee, the student may constitute a threat to him/herself and/or to the person or property of another. Students should refer to the Judicial Code for further clarification.

D. Liability for Damages

1. The resident will be assessed charges for damage, loss, or special service due to misuse or abuse of his/her assigned space and the State property contained therein. When the assigned space is shared, and where the responsible student(s) fails to assume responsibility, an equal portion of the charges will be assessed to each occupant.

2. It is the responsibility of each student to take reasonable care (as determined by ORL) of his/her room/apartment and its contents. This includes refraining from defacing walls, ceilings, and floors by the use of nails, tacks, adhesive tape, glue, screws, or any other surface-removing substances.

3. Students are prohibited from posting of any items on walls, ceilings, doors, and floors by use of nails, tacks, adhesive tape, glue, screws, or any other substance not included on the list. Students found in violation will be billed the sum of $100 if items are found posted in their room. In the event items are posted in the common area (living room, hallway, etc.) each occupant of the apartment will be charged an amount to equal the total of $100. In addition, the items will be removed from the wall.

4. Individual(s) found responsible for damage, theft, loss, or special service (whether intentional or accidental) and where deemed necessary by ORL, resident(s) may be held collectively responsible for damage, theft, loss, or special service within/for the common areas or to University property within the residential facility. Residents will be notified in advance of the initiation of a collective billing process and to the common areas for which they share responsibility. Incurred costs will be equally divided among all residents living within the designated areas.

Prior to finalization, assessed residents will be provided with an opportunity to discuss the charge(s) with an ORL staff member.

E. Change of Assignment

Residence Life reserves the right to move a resident from one space to another in order to: (a) meet its responsibilities to student health, safety, and well-being; (b) meet its responsibilities to residence hall services; (c) meet its responsibilities to the Judicial Code; or (d) meet its responsibilities to other residential policies.
Residence Hall Cleaning & Maintenance

It is the responsibility of each student to clean and maintain his/her room. All waste paper and other trash must be deposited in the dumpsters near the building. Littering is not permitted. Rooms must be left in a clean condition at the end of the contract period. Weekly checks will be made by the paraprofessional/professional staff to insure that residents are taking proper care. If cleaning standards have been neglected, residents will be given one day to bring the room up to acceptable condition or be billed for cleaning by University personnel. Students assigned to the Student Apartments, Hawks Landing, the Student Residential Complex and off-campus leased spaces will be billed immediately if cleaning standards have been neglected. A charge will be issued to residents who dispose personal trash in areas that are not designated.

Clogged Drains and Toilets

In the Student Apartments, Hawks Landing and the Student Residential Complex, clogged drains and toilets are the responsibility of the residents. Paper towels, tampons, and sanitary napkins should not be flushed down the toilet. Maintenance personnel will be provided for serious situations.

Grease Disposal

Cooking oils and grease should not be poured in sinks, toilets or on the landing of housing areas. These violations cause tremendous problems to result in sewage back-ups. When it is evident a particular person or apartment group is the cause, a fine will be charged to the negligent party. Additional fees will be assessed based upon the hourly rate of the technicians responsible for repair and cleaning. The amounts charged are subject to increase based upon the frequency and severity of the occurrences.

Extermination

The University will not be liable for the presence of bugs, vermin, or insects, and their presence will not affect the Residence Hall Contract in any way. All food must be kept in tightly closed metal or plastic containers. The University will exterminate Residence Halls on an as needed basis.

Telephones

Resident students are not permitted to install personal telephone lines in their rooms. The University provides each room with a dial tone; however, residents are responsible for providing their own telephones. The telephone has the ability to receive incoming calls. No collect calls will be permitted. If a collect call is accepted, the individual(s) assigned to the room will be assessed a penalty fee per person, in addition to payment of the call, unless the responsible party can being: (b) to insure the maintenance, operation, or renovation of facilities; (c) to establish a special interest hall or apartment; (d) to reassign rooms in an apartment or hall to students of the opposite sex; or (e) to more efficiently manage University property and facilities.

VOLUNTARY RELEASE FROM CONTRACT

1. ORL will release an individual from this Contract prior to the date services may be claimed, without the individual incurring any financial obligation, when written notice signed by the individual is received by ORL on or before July 1 for the fall semester and January 1 for spring semester. After July 1, January 1, the deposit will be forfeited to cover administrative expenses—even if the student applies for and is granted a Contract release. If the deposit has been forfeited and the student desires on-campus housing, he/she must make an additional room deposit. Returning students who pay a room deposit for the fall or spring semester and do not plan to reside on campus, but plan to attend the University, will have until July 1, for the fall semester and January 1, for the spring semester to notify ORL in writing their intentions. Failure to give proper notice in writing by the required dates will result in forfeiture of the room deposit.

2. After Claiming Services an individual who secures a key from ORL becomes an official resident student. As an official resident, one must complete a PETITION FOR RELEASE FROM RESIDENCE HALL CONTRACT in order to be released from his/her Residence Hall Contract. An individual who is released from the Contract will be penalized based upon the amount of notice given to ORL, regardless of his/her University status at the date of release from the Contract. This charge is determined by the following scale:

<table>
<thead>
<tr>
<th>Notice Period</th>
<th>Housing Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three to four weeks</td>
<td>1 week's housing charge</td>
</tr>
<tr>
<td>Two to three weeks</td>
<td>2 week's housing charge</td>
</tr>
<tr>
<td>One to two weeks</td>
<td>3 week's housing charge</td>
</tr>
<tr>
<td>Less than one week</td>
<td>4 week's housing charge</td>
</tr>
</tbody>
</table>

This housing charge is a penalty in addition to whatever bill must be paid for time actually spent in the residence hall. For example, on week one, John Doe requests that he be released from his Residence Hall Contract will be charged: (a) one week’s housing as a penalty fee; (b) three week’s rent for the time spent in the residence hall; and (c) an administrative fee equal to 10% of the room and board charges where applicable. Request for release from this Contract must be made in writing (certified mail. Return receipt requested, is strongly advised) and directed specifically to ORL. Notification made to any other University office is not sufficient to insure release from this Contract. Required forms may be secured from the Office of Residence Life (ORL), University of Maryland Eastern Shore, Princess Anne, Maryland 21853.
TERMINATION OF AGREEMENT

ORL may automatically terminate this Contract at any time and require the individual to immediately forfeit the assigned space:

1. (a) when it determines that information furnished by the individual or other person for the purpose of obtaining residence hall services is substantially and intentionally in complete, misleading, or false in whole or in part; (b) when it is determined that a resident is not a properly registered student or is severed from the University because of unresolved financial obligations or is academically dismissed or is dismissed from the University or required to vacate the residence hall for administrative and/or disciplinary reasons or for any reason lost his/her status as a student at UMES. In such cases, the individual may be required to vacate the assigned space on the date of separation by and from the University or as otherwise specified in writing by the Director of Residence Life or designee. (c) When it, through the process outlined determines that the student has violated residence hall rules. In such cases, he/she may also be denied continued access to any University residence hall. (d) When it determines the facilities are inadequate in number or physical condition.

2. When ORL terminates a Contract, the individual shall be credited on a pro rata basis for any unused portion of the semester’s housing fee.

3. A student whose Residence Hall Contract is terminated for disciplinary /behavioral reasons may not reapply for residence hall services without the prior written approval of the Director of Residence Life or designee.

4. FAILURE TO COMPLETE PAYMENT CONFIRMATIONS IN A TIMELY MANNER

Residents who do not pay all fees associated with registration and enroll in classes as a full-time student shall be required to vacate the residence halls upon notice. This means fees must be paid or deferred before the final registration day or 1) residents will be summoned to Residence Life for departure arrangements, 2) locks will be changed temporarily to gain attention, or 3) parents will be contacted to facilitate the move from campus. In some instances all steps may be used and involvement of the University Police Department may be necessary in extreme cases.

Damage Assessment

If a student fails to report damages done to his/her room and/or apartment, he/she will be held responsible for any damages and will be charged accordingly. In the event of damages occurring in a room and/or apartment where more than one individual resides, each occupant of the room will be charged equally unless the negligent party can be identified. By failing to follow proper check out procedures, the resident may forfeit his/her right to contest any of the above-mentioned charges.

Defacement of Property

Defacement of property such as writing on walls, doors and the destruction of public notice boards are illegal. Students in violation of this policy can expect to be charged a penalty equal to the cost of repair or replacement.

Responsibility for Communal Property

Residents are expected to take every precaution to assure that communal areas (hallways, restrooms, stairwells, lounges, studies, utility rooms, and laundry facilities) are not abused. In halls or sections where the Office of Residence Life (ORL) has determined that residents are tolerating undue abuse of University property, all residents will be held responsible for payment, unless the individual(s) responsible can be identified. The Area Director may close or declare abused locations off limits.

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MISCELLANEOUS RULES AND REGULATIONS

The following policies are designed to promote the safety and security of residents. Violation of these policies or any other terms of this Contract may result in a warning, disciplinary action, and/or cancellation of this Contract and dismissal from University housing. The ORL staff may grant exceptions to the provisions of the Contract and the Director of Residence Life or his/her designee must approve exceptions in writing.

MISCELLANEOUS POLICIES

Given ample notification, Area Directors may impose monetary penalties for violation of “Area Specific Policies”. Such instances may be, but not limited to leaving dead bolt locks extended to cause damage to hardware when doors are released, bathroom/shower rooms left unnecessarily soiled and lockouts which require staff assistance.

Furnishings Provided in Student Rooms

All rooms are furnished with single beds, chairs, wardrobes/closets, desks, and trash cans. Students will need to provide their own linen, pillow, and reading lamp. No furniture is to be removed from the rooms. All furniture is to remain in the room and in the upright position for which it was designed.

BIKE STORAGE

Bicycles and motorbikes may not be kept inside of apartment housing. Their presence may prohibit free movement and cause bodily injury or property damage. A penalty will be imposed upon violation per occurrence. At the discretion of the Director, eviction may become a sanction for repeated violation. Bikes should be stored in the shelters provided.

Bunked Beds

In some housing areas, rooms are equipped with a set of bunked beds. Students are not permitted to separate a set of bunked beds for any reason. Failure to comply will result in the University rebunking the beds at a cost to each assigned to the room.

CREDITS AND REFUNDS

Release from this Contract must be secured and checkout must be completed before any credit of housing fee will be initiated. Credits are made on a pro rata weekly basis and are calculated from the date the resident properly completes the checkout procedures. Credits will be issued based on the established refund chart published by Auxiliary Enterprises.

AGREEMENT RENEWAL

The University may renew a resident’s Contract to occupy a University residence facility during the spring semester of each academic semester. In addition, the students must have proper academic, financial, and disciplinary standing at the time such Contract is confirmed by the University. Residence Life, in accordance with established guidelines, may deny or rescind an extension of this privilege. In such cases, the resident will have an opportunity to review the decision with a Residence Life staff member.

CONFIRMATION OF CONTRACT

The student must sign and submit the Contract form without alteration. The University will not accept this Agreement nor will the student have permission to reside in a University residence hall until he/she has been provided a confirmation of residence hall services and/or a notification of assignment.
INTRODUCTION

These Policies and Regulations are in addition to those described in the Residence Hall Contract. They are included separately because they are more subject to change than those in the Contract. The University reserves the right to change these policies and regulations with seven days written notice to residents in order to resolve unforeseen problems or better meet student needs. If the health and safety of persons using the facilities may be adversely affected by delay, implementation may be immediate.

APPLICATION-RETURNING RESIDENT STUDENTS

Currently enrolled students who desire to return to campus housing for the next academic semester are required to file a housing contract and pay the required room deposit fee.

APPLICATION-NEW UMES STUDENTS

New students are provided with housing information through the UMES Office of Admissions. To receive additional information on housing, each new student must complete the application form included in his/her Admission packet and send it to the Office of Residence Life (ORL) via the departmental website at www.umes.edu/reslife. All related materials are then sent to the student from ORL. Since Admission to the University and application for residence hall accommodations are two separate procedures, filing an application for admission does not guarantee the assignment of space in the residence halls.

If space is available, an offer for space will be made to the student requesting accommodations by the Office of Residence Life (ORL), and an agreement will be made between the student and the University for room and/or board. The Residence Hall Contract is for the particular agreement period only, and not for the duration of the student’s academic enrollment. There is no charge for a housing application.

ASSIGNMENT OF SPACE

The University reserves the right to make room assignments in order to fully utilize its facilities. The University may, upon one week’s advance notice, require a room to be vacated completely.

The University reserves the right to require a student to move to different accommodations (a) in order to make most effective use of its facilities; (b) when freshmen students are inadvertently left without a roommate; (c) when the appropriate ORL officials deem it advisable for the welfare and benefit of other residents; or (d) when repairs and maintenance are required to correct a condition dangerous to the health or safety of the occupant or inhabitants of the building.

Mutual roommate preferences are honored in the assignment of students whenever possible. Other requests for special accommodations, such as being placed with non-smokers, are also honored when possible.

The assignment of space is for the residence of that student only. Neither the University nor the students may sublet or otherwise loan the use of an apartment or private room. The student agrees that the room will be used only as a living unit and no commercial operation will be carried on therein.

A student may not be permitted to inhabit or take up residence in any room other than the one to which he/she has been assigned. Room changes from the initial room assignment to another room assignment may not be made until the beginning of the THIRD week of classes of any semester. All requests for changes must be approved in advance by the Office of Residence Life.

The University reserves the right to reassign an applicant to the bottom of the waiting list when that applicant rejects the original room assignment in writing.

CHECK-OUT

The University will issue check out procedures, two weeks prior to the last day of classes. All students are required to comply strictly with the procedures for withdrawal. Failure to do so will result in a penalty in the amount specified in check out information.
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The following policies are designed to promote the safety and security of residents. Violation of these policies or any other terms of this Contract may result in a warning, disciplinary action, and/or cancellation of this Contract and dismissal from University housing. The ORL staff may grant exceptions to the provisions of the Contract and the Director of Residence Life or his/her designee must approve exceptions in writing.

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Bicycles and motorbikes may not be kept inside of apartment housing. Their presence may prohibit free movement and cause bodily injury or property damage. A penalty will be imposed upon violation per occurrence. At the discretion of the Director, eviction may become a sanction for repeated violation. Bikes should be stored in the shelters provided.

Bunked Beds

In some housing areas, rooms are equipped with a set of bunked beds. Students are not permitted to separate a set of bunked beds for any reason. Failure to comply will result in the University rebunking the beds at a cost to each assigned to the room.

Credits and Refunds

Release from this Contract must be secured and checkout must be completed before any credit of housing fee will be initiated. Credits are made on a pro rata weekly basis and are calculated from the date the resident properly completes the checkout procedures. Credits will be issued based on the established refund chart published by Auxiliary Enterprises.

AGREEMENT RENEWAL

The University may renew a resident’s Contract to occupy a University residence facility during the spring semester of each academic semester. In addition, the students must have proper academic, financial, and disciplinary standing at the time such Contract is confirmed by the University. Residence Life, in accordance with established guidelines, may deny or rescind an extension of this privilege. In such cases, the resident will have an opportunity to review the decision with a Residence Life staff member.

CONFIRMATION OF CONTRACT

The student must sign and submit the Contract form without alteration. The University will not accept this Agreement nor will the student have permission to reside in a University residence hall until he/she has been provided a confirmation of residence hall services and/or a notification of assignment.
Failure to Claim Service

ORL will terminate this Contract and charge an amount equal to four week’s housing when an individual either: (a) fails to properly check-in to their assigned space by 8pm of the second day of the residence halls’ official opening (see room assignment letter or website) or (b) fails to notify ORL of delayed before 8pm on the last day of check-in. ORL reserves the right to release the assigned room based on the conditions preceding. Notification of delayed arrival must be faxed to UMES/ORL at (410)651-6142 or via email at reslife@umes.edu indicating when the student will report for housing. Notices to other offices will not be considered as an official request for late arrival.

Termination of Agreement

ORL may automatically terminate this Contract at any time and require the individual to immediately forfeit the assigned space:

1. (a) when it determines that information furnished by the individual or other person for the purpose of obtaining residence hall services is substantially and intentionally in complete, misleading, or false in whole or in part; (b) when it is determined that a resident is not a properly registered student or is severed from the University because of un resolved financial obligations or is academically dismissed or is dismissed from the University or required to vacate the residence hall for administrative and/or disciplinary reasons or for any reason lost his/her status as a student at UMES. In such cases, the individual may be required to vacate the assigned space on the date of separation by and from the University or as otherwise specified in writing by the Director of Residence Life or designee. (c) When it, through the process outlined determines that the student has violated residence hall rules. In such cases, he/she may also be denied continued access to any University residence hall. (d) When it determines the facilities are inadequate in number or physical condition.

2. When ORL terminates a Contract, the individual shall be credited on a pro rata basis for any unused portion of the semester’s housing fee.

3. A student whose Residence Hall Contract is terminated for disciplinary/behavioral reasons may not reapply for residence hall services without the prior written approval of the Director of Residence Life or designee.

4. Failure to Complete Payment Confirmations in a Timely Manner

Residents who do not pay all fees associated with registration and enroll in classes as a full-time student shall be required to vacate the residence halls upon notice. This means fees must be paid or deferred before the final registration day or 1) residents will be summoned to Residence Life for departure arrangements, 2) locks will be changed temporarily to gain attention, or 3) parents will be responsible for the room

It is the responsibility of each student to take reasonable care (as determined by ORL) of his/her room and its contents. This includes refraining from defacing walls, ceilings, doors, and floors by the use of nails, tacks, adhesive tape, glue, screws, or any other surface removing substances.

Damage Assessment

If a student fails to report damages done to his/her room and/or a part ment, he/she will be held responsible for any damages and will be charged accordingly. In the event of damages occurring in a room and/or apartment where more than one individual resides, each occupant of the room will be charged equally unless the negligent party can be identified. By failing to follow proper check out procedures, the resident may forfeit his/her right to contest any of the mentioned charges.

Defacement of Property

Defacement of property such as writing on walls, doors and the destruction of public notice boards are illegal. Students in violation of this policy can expect to be charged a penalty equal to the cost of repair or replacement.

Responsibility for Communal Property

Residents are expected to take every precaution to assure that communal areas (hallways, restrooms, stairwells, lounges, studies, utility rooms, and laundry facilities) are not abused. In halls or sections where the Office of Residence Life (ORL) has determined that residents are tolerating undue abuse of University property, all residents will be held responsible for payment, unless the individual(s) responsible can be identified. The Area Director may close or declare abused locations off limits.
Residence Hall Cleaning & Maintenance

It is the responsibility of each student to clean and maintain his/her room. All waste paper and other trash must be deposited in the dumpsters near the building. Littering is not permitted. Rooms must be left in a clean condition at the end of the contract period. Weekly checks will be made by the paraprofessional/professional staff to insure that residents are taking proper care. If cleaning standards have been neglected, residents will be given one day to bring the room up to acceptable condition or be billed for cleaning by University personnel. Students assigned to the Student Apartments, Hawks Landing, the Student Residential Complex and off-campus leased spaces will be billed immediately if cleaning standards have been neglected. A charged will be issued to residents who dispose personal trash in areas that are not designated.

Clogged Drains and Toilets

In the Student Apartments, Hawks Landing and the Student Residential Complex, clogged drains and toilets are the responsibility of the residents. Paper towels, tampons, and sanitary napkins should not be flushed down the toilet. Maintenance personnel will be provided for serious situations.

Grease Disposal

Cooking oils and grease should not be poured in sinks, toilets or on the landing of housing areas. These violations cause tremendous problems to result in sewage backups. When it is evident a particular person or apartment group is the cause, a fine will be charged to the negligent party. Additional fees will be assessed based upon the hourly rate of the technicians responsible for repair and cleaning. The amounts charged are subject to increase based upon the frequency and severity of the occurrences.

Extermination

The University will not be liable for the presence of bugs, vermin, or insects, and their presence will not affect the Residence Hall Contract in any way. All food must be kept in tightly closed metal or plastic containers. The University will exterminate Residence Halls on an as needed basis.

Telephones

Resident students are not permitted to install personal telephone lines in their rooms. The University provides each room with a dial tone; however, residents are responsible for providing their own telephones. The telephone has the ability to receive incoming calls. No collect calls will be permitted. If a collect call is accepted, the individual(s) assigned to the room will be assessed a penalty fee per person, in addition to payment of the call, unless the responsible party can

being: (b) to insure the maintenance, operation, or renovation of facilities; (c) to establish a special interest hall or apartment; (d) to reassign rooms in an apartment or hall to students of the opposite sex; or (e) to more efficiently manage University property and facilities.

VOLUNTARY RELEASE FROM CONTRACT

1. ORL will release an individual from this Contract prior to the date services may be rendered, without the individual incurring any financial obligation, when written notice signed by the individual is received by ORL on or before July 1 for the fall semester and January 1, for spring semester. After July 1, January 1, the deposit will be forfeited to cover administrative expenses – even if the student applies for and is granted a Contract release. If the deposit has been forfeited and the student desires on-campus housing, he/she must make an additional room deposit. Returning students who pay a room deposit for the fall or spring semester and do not plan to reside on campus, but plan to attend the University, will have until July 1, for the fall semester and January 1, for the spring semester to notify ORL in writing their intentions. Failure to give proper notice in writing by the required dates will result in forfeiture of the room deposit.

2. After Claiming Services an individual who secures a key from ORL becomes an official resident student. As an official resident, one must complete a PETITION FOR RELEASE FROM RESIDENCE HALL CONTRACT in order to be released from his/her Residence Hall Contract. An individual who is released from the Contract will be penalized based upon the amount of notice given to ORL, regardless of his/her University status at the date of release from the Contract. This charge is determined by the following scale:

<table>
<thead>
<tr>
<th>Number of Notice Months</th>
<th>Housing Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three to four weeks</td>
<td>1 week’s housing charge</td>
</tr>
<tr>
<td>Two to three weeks</td>
<td>2 week’s housing charge</td>
</tr>
<tr>
<td>Less than one week</td>
<td>4 week’s housing charge</td>
</tr>
</tbody>
</table>

This housing charge is a penalty in addition to whatever bill must be paid for time actually spent in the residence hall. For example, on week one, John Doe requests that he be released from his Residence Hall Contract will be charged: (a) one week’s housing as a penalty fee; (b) three week’s rent for the time spent in the residence hall; and (c) an administrative fee equal to 10% of the room and board charges where applicable. Request for release from this Contract must be made in writing (certified mail. Return receipt requested, is strongly advised) and directed specifically to ORL. Notification made to any other University office is not sufficient to insure release from this Contract. Required forms may be secured from the Office of Residence Life (ORL), University of Maryland Eastern Shore, Princess Anne, Maryland 21853.

Three to four weeks’ notice | 1 week’s housing charge
Two to three weeks’ notice | 2 week’s housing charge
One to two weeks’ notice | 3 week’s housing charge
Less than one week’s notice | 4 week’s housing charge
by ORL under this Contract may range from a verbal or written warning to termination of residence hall services. These administrative actions may not result in a disciplinary record.

3. When disciplinary action is taken, procedures defined with the Judicial Code apply.

4. The Vice President for Administrative Affairs, or authorized designee in his/her absence, may temporarily suspend a resident from the residence halls pending administrative and/or disciplinary action when, in the judgement of the Director, ORL or his/her designee, the student may constitute a threat to him/herself and/or to the person or property of another. Students should refer to the Judicial Code for further clarification.

D. Liability for Damages

1. The resident will be assessed charges for damage, loss, or special service due to misuse or abuse of his/her assigned space and the State property contained therein. When the assigned space is shared, and where the responsible student(s) fails to assume responsibility, an equal portion of the charges will be assessed to each occupant.

2. It is the responsibility of each student to take reasonable care (as determined by ORL) of his/her room/apartment and its contents. This includes refraining from defacing walls, ceilings, and floors by the use of nails, tacks, adhesive tape, glue, screws, or any other surface-removing substances.

3. Students are prohibited from posting of any items on walls, ceilings, doors, and floors by use of nails, tacks, adhesive tape, glue, screws, or any other substance not included on the list. Students found in violation will be billed the sum of $100 if items are found posted in their room. In the event items are posted in the common area (living room, hallway, etc.) each occupant of the apartment will be charged an amount to equal the total of $100. In addition, the items will be removed from the wall.

4. Individual(s) found responsible for damage, theft, loss, or special service (whether intentional or accidental) and where deemed necessary by ORL, resident(s) may be held collectively responsible for damage, theft, loss, or special service within the common areas or to University property within the residential facility. Residents will be notified in advance of the initiation of a collective billing process and to the common areas for which they share responsibility. Incurred costs will be equally divided among all residents living within the designated areas.

Prior to finalization, assessed residents will be provided with an opportunity to discuss the charge(s) with an ORL staff member.

E. Change of Assignment

Residence Life reserves the right to move a resident from one space to another in order to: (a) meet its responsibilities to student health, safety, and well-being of the student, and (b) ensure that all residence halls operate within the limits of University policies and regulations. Notification of an impending move will be provided to the student in writing as far in advance as is practical. If the student is unable to accept an assigned space, the student may be required to relocate to another accommodation or be evicted.
UMES DRUG POLICY

Possession, use, or distribution of drugs on University property is strictly prohibited.

The Policy

1. Any student having a drug problem may, voluntarily, on a confidential basis, report it to the professional counseling staff at the counseling center where assistance will be provided in securing treatment.

2. Any student caught and suspected of using drugs will be processed through the campus Judicial System. If evidence presented at judicial hearing results in dismissal, the student will be referred to a drug rehabilitation agency in or near his/her hometown. Before the student can be readmitted to the University, evidence must be presented which confirms that the student has participated in a rehabilitation program.

3. Any student caught selling or distributing drugs will be turned over to criminal authorities.

ROOM/APARTMENT INSPECTIONS

The University reserves the right to inspect students’ rooms as a function of its responsibility to protect the safety and health of all residents and to insure that University property is maintained.

The University official conducting the inspection will provide written documentation noting areas which are acceptable, areas which needed additional work, and areas which were not acceptable. In areas indicating work needed, or those that were not acceptable, the resident(s) assigned to the room will be given a period of twenty-four (24) hours to bring the area(s) to an acceptable level. If the area(s) is/are not brought up to an acceptable level by the time specified a housekeeper will be assigned to bring the room up to standard. Students assigned to the student apartments and the upperclassmen housing areas will be billed immediately if cleaning standards have not been met. The residents’ accounts of the room/apartment that did not meet cleaning standards will be charged the appropriate amount in accordance with the ORL’s fee sheet for damages, repairs, and cleaning.

ROOM ENTRY

Only recognized state or University law-enforcement officers who have obtained appropriate legal authorization may conduct searches for contraband.

The University reserves the right to remove unauthorized University or personal property which, in the judgment of University authorities, constitutes a significant health or safety hazard. If the University must remove unauthorized (are) not present, the search may be conducted, with presentation of the administrative search warrant, at a later time.

Should the search for specified material uncover other material indicating illegal activity or violation of University regulations, it will be seized. When the search is completed, the Residence Hall staff should complete a search inventory form specifying the room search, and a detailed explanation of material confiscated should be given to the Vice President for Administrative Affairs.

B. Room Entry Inspection and Property

1. The University reserves the right to enter rooms for purposes of (a) improvements, (b) maintenance, (c) recovery of University/State owned property which is not authorized for use in the assigned space, (d) fire and safety inspection, (e) suite and room inspection and (f) actions necessary to insure the safety, health and general welfare of the resident or others and/or the protection of University or student property.

2. A resident’s request for maintenance or repair constitutes his/her consent for room/suite entry.

3. While entry without notice may be necessary, attempts will be made to provide prior notification whenever reasonable.

4. The University reserves the right to remove and dispose of any personal property remaining in a room/suite following (a) term or expiration of this Contract, and/or (b) the resident’s separation by/from the University, and/or (c) the date the resident officially checks out of the room. A charge for costs incurred by such removal may be assessed to the resident.

5. The University respects the resident’s right to privacy within his/her room. When entry or inspection is required reasonable consideration will be given to the resident’s academic and personal pursuits.

C. Review of Housing Status

1. When it is determined that a resident has violated a term of this Contract or any other Residence Life or University rule, regulation, or procedure, he/she is subject to: (a) administrative action as defined in the Residence Hall Contract Handbook; and/or (b) disciplinary action as defined in the Judicial Code; and/or (c) financial responsibility for any damage, theft or loss in accordance with established procedures; and/or (d) a assessment of additional charges by ORL when the individual fails to comply with a limited number of expectations and procedures, as specified by ORL.

2. When an allegation of violation of a rule, regulation, or procedure is received, and the established administrative review process to terminate the Residence Hall Contract and Handbook, is initiated, the resident will be provided the following procedural safeguards: (a) notice of the violation charged and (b) an opportunity to present his/her version of the incident. Administrative action
MINOR CHILDREN

This policy outlined for minor children is to prohibit residents from bringing or housing minors due to the risk of injury or other liabilities. If it is determined students are housing children in their rooms, the cost of housing for the semester will be charged and pro-rated through the end of the term. This is in addition to the amount already required to live on campus.

Loss of Housing may also occur as a result of repeated violations.

IV. ADMINISTRATIVE PROCEDURES

A. Search and Seizure

The University of Maryland Eastern Shore, as a state institution of higher education, recognizes that there must be a balance between its right to maintain an ordered educational environment and its students’ constitutional right to privacy.

In regard to its residence halls, the University of Maryland Eastern Shore draws the balance through the use of an administrative search warrant policy. This policy is designed to maintain an ordered educational environment while protecting a student’s right to privacy in his/her residence hall, and falls within the constitutional limits placed upon state action under the Fourth and Fourteenth Amendments.

To implement this policy, the following procedures will be complied with:

All residence hall room searches, except those conducted by University Police with a legally obtained search warrant, must be approved by the Vice President for Administrative Affairs or his/her designee. A room may be searched only if there is reasonable cause to believe that a student(s) is/are using his/her room for a purpose in violation of federal, state or local laws, or University regulations. “Reasonable cause” is defined as facts and circumstances sufficiently strong to warrant a reasonable person to believe beyond mere suspicion that room is being used for such purpose.

The Residence Hall staff will carry out all room searches, other than those performed by University Police. When the Residence Hall staff feels such “reasonable cause” exists they will request an administrative search warrant from the Vice President for Administrative Affairs or his/her designee specifying the applicant, date, room to be searched, occupants, facts and circumstances constituting “reasonable cause,” material to be seized and names of two Residence Hall staff members who will conduct the search.

In conducting a search, the Residence Hall staff members will attempt to have the occupant(s) of the room present. If present, the occupant(s) should be (a) informed that any material found may be used in a University judicial hearing, in a court of law, or both; (b) presented a copy of the administrative search warrant; and (c) the reason for the search and material to be seized. If the occupant(s) is items, a service charge will be made. Generally, residents will receive written notice to remove such personal property. Notice is not required.

FIRE AND SAFETY REGULATIONS

Residence hall fire and safety regulations are for everyone’s benefit and must be observed.

1. Residents, guests, and visitors must evacuate the residence hall immediately when a fire alarm sounds.

2. Tampering with the fire alarm horns, smoke detectors, pull stations, extinguishers, or other fire equipment is prohibited, and violators may be subject to judicial referral and/or arrest, and/or dismissal from the residence halls.

3. The possession or use of firecrackers, firearms, ammunition, lighted candles, open flame devices, and/or explosive material is prohibited.

4. A student may not store or maintain any motorcycle; motorbike, motor scooter, or any other unauthorized vehicle or flammable material within the residence halls.

5. No student shall alter or repair electrical equipment or fixtures, which belong to the University. Defects in electrical equipment should be reported to the residence hall office to prevent possible fires.

6. Fire alarm pull boxes and extinguishers are located in the stairwell/hallway of each building. If the glass on the pull box is broken, or if extinguishers are tampered with, the residents living off the hall/suite will be charged based upon the replacement cost or fine.

7. Residents should not overload electrical outlets or use multi-plug adapters.

8. Fire drills will be conducted every semester in the traditional halls.

ELECTRICAL APPLIANCES

Personal electrical equipment authorized for use in individual rooms includes telephone, radios, stereo equipment and tape recorders.
Personal electrical equipment also includes razors, toothbrushes, fans, clocks, hair dryers, microwaves, lamps, coffee/tea pots, hot pots, and small cubic refrigerators.

The following appliances may not be used in residence halls: George Foreman Grills, candles, incenses, hot plates, heat lamps, sun lamps, electric blankets, electric heaters, electric frying pans, griddles, toaster ovens, woks, and any other such appliances that use great amounts of electricity to generate heat and are potentially unsafe. Should these items be found, they will be confiscated and not returned.

KEYS

1. The possession or use of any University key other than those issued to the resident by a University official is prohibited.
2. Should a key be lost, a charge will be assessed to the student responsible. This charge covers the cost of changing the core(s) and of issuing new keys.
3. The possession of any unauthorized keys which can be used to open any lock in the residence halls is prohibited and will result in immediate termination of the Contract. Charges of illegal entry will be brought against any person discovered to have used or is using an unauthorized key.
4. All room and other door keys are the property of the University and must be returned upon Contract Termination. Duplication of such keys is prohibited.
5. Students should not give others their room key. Offenses for such action can range from billing to cancellation of housing.

LOCK-OUTS

Lockouts are often a problem when students do not handle their keys responsibly. Students may be charged for being let into their rooms. The charge will be applied directly to the student’s account.

SECURITY REGULATIONS

1. Residents are urged to lock their doors and windows during periods of absence. The University is not responsible for items stolen from rooms when doors and windows are left open. During holiday periods, additional precautions should be taken to include removing valuables and small portable items; closing curtains, and unplugging appliances. Even when proper precautions are observed and a theft occurs, the University is still not held liable. Any losses should be reported to the University Police. Residents should take precautions to safeguard property and to report any suspicious persons to the Department of Public Safety or to ORL.
2. A student may not refuse to provide authentic personal identification when officially requested to do so by a properly identified ORL staff member or University Police.

Change of Use of Assigned Space

The resident agrees that a change of assignment may be made only with approval of ORL, in accordance with established room change procedures. Requests based upon consideration of race, religion, sexual orientation or national origin, cannot be honored.

The resident agrees (a) to live only in the space to which he/she has been officially assigned, (b) not to sublet or otherwise use or grant use of assigned space, residence hall common areas, or grounds for any unauthorized purposes, and (c) to not sell, solicit or conduct a business enterprise therein without the written permission of the Office of Residence Life (ORL). If a vacancy occurs in the assigned space, the remaining resident(s) agrees to follow established procedures for the reassignment of another student to that space.

When vacating an assigned space, regardless of the reason, the resident must complete established check-out procedures which includes a petition for release form maintained in the Office of Residence Life.

UNAUTHORIZED CHANGING OF ROOMS

Students switching rooms without authorization causes serious problems with record accuracy and billing. Switching rooms without approval from the Office of Residence Life is cause for eviction. If eviction is not imposed, all parties who illegally switched a room will be charged the cost of the semesterly rent applicable to the room occupied illegally. THIS ASSESSMENT WILL BE IN ADDITION TO THE CHARGE FOR THE ROOM THE STUDENT WAS ASSIGNED. This assessment will remain on the student’s account at the Director’s discretion even if the student returns to their official assignment.

Guests

The resident recognizes that his/her guest may stay in the assigned space only with the concurrence of the roommate(s) and for no more than two consecutive nights that must be approved by the Area Director. If the exercise of this privilege results in excessive frequency, ORL may invoke limitations on the guest privileges of the involved resident(s).
interference with University staff in the performance of their duties.

Personal electrical equipment authorized for use in individual rooms include televisions, radios, stereo equipment, razors, toothbrushes, fans, clocks, hair dryers, microwaves, lamps, coffee/tea pots, and small cubic refrigerators. The following appliances may NOT be used in residence halls: George Foreman grills, hot plates, heat lamps, sun lamps, electric blankets, electric heaters, electric frying pans, griddles, toaster ovens, woks, and other such appliances that use great amounts of electricity to generate heat and are potentially unsafe. Should these items be found, they will be confiscated and not returned.

**FORCED ENTRY/DOORS DESTRUCTION**

Anyone found or determined guilty of Forced Entry into an apartment/room is subject to eviction after being penalized of at least $500.00 as a fine. The amount will be imposed if there is no visible damage or if the door is rendered unusable. Should the cost of repair or replacement exceed the $500.00 assessment, all additional charges will also be applied to the student’s account. A Judicial Hearing is not necessary to impose eviction when adequate evidence exists to determine the violator.

The resident agrees to familiarize him/herself with all University rules and regulations as well as the judicial process. In formation may be found in the Campus Judicial Code Booklet. When it is determined by ORL that a student has violated state or federal laws and/or University rules and regulations, and when such conduct indicates that the student’s residence in University residence halls constitutes a threat to the safety, health or well-being of community members or of him/herself, disciplinary and/or administrative action, including termination of this Contract, may be pursued.

**Noise Levels**

Minimum noise levels are to be observed at all times. During special periods of the semester, notices shall be posted requiring quiet hours. Students are expected to comply with these announcements when requested. At no time will anyone be permitted to place speakers or other entertainment equipment in windows. Entertainment equipment may not be played through doorways leading outside. Should this occur, ORL will confiscate these items until the end of the academic semester.

Automobile speakers must be played at minimum levels while vehicles are parked in any University parking lot. Violators are subject to losing the privilege of maintaining a vehicle on campus.

3. All overnight guests must register at the residence hall during office hours.

**ANTENNAS**

Exterior antennas are not permitted.

**PETS**

With the exception of aquarium fish, pets are not permitted in the residence halls. Residents found maintaining pets are subject to eviction after sufficient warnings. In addition, a fine shall be charged to the student’s account for each violation. Illegal pets will be removed by the University, or its representative and not returned to the owner until a parent or Humane Society Officer removes the pet from the premises. If no cooperation can be obtained from either, a suitable home for the animal will be located off campus or the pet will be released in the wild. Cages will not be returned.

**SPORTS AREAS**

Athletic activities are to be confined to areas designated for such use. There are designated areas at the University for baseball, football, soccer, lacrosse, tennis, volleyball, baseball, catch, etc. The use of residence halls for these activities is prohibited.

**PAINTING**

Residents are not permitted to paper or paint rooms, doors, or furniture.

**CHANGE OF ADDRESS**

The student agrees to keep the Office of the Registrar and the Office of Residence Life (ORL) informed of his/her current forwarding address.

**SOCIAL POLICIES**

The Office of Residence Life (ORL) has established a number of maximum limits on various social policies. Roommates and or group loss of specific social privileges and/or disciplinary action. All social gatherings in residential communities must be approved by the Area Director.
floor residents are expected to establish their own personal group social policies within these limits. Abuses of these regulations may result in individual or group loss of specific social privileges and/or disciplinary action.

GUEST POLICY

Guests (including family members) are defined as any one who visits a campus resident who does not have a current Residence Hall Contract:

1. Individuals residing in housing areas where inter-room visitation is permitted are all allowed GUESTS (non-University members) of the opposite sex only between the hours of allowed visitation periods.
2. In areas where inter-room visitation is not permitted, residents may not host guests of the opposite sex at any time.
3. Residents may host overnight guests of the same sex in all housing areas.
4. The maximum visitation period shall not exceed two days for overnight guests of the same sex.
5. Overnight visits begin at 4:00 p.m. and end at 8:30 a.m.
6. Residents may have only one guest registered at a time.
7. Host of guests (male and female) must register their guest/visitor at the Area Director/Counselor(s) office of the particular housing area being visited. Guests must be registered by 4:00pm, Mondays through Fridays. Guests may not be registered on Saturdays and Sundays.
8. Guests may not arrive after 12 midnight.
9. Guests hosts must arrange for a guest pass to be issued to visitors indicating arrival and departure dates.
10. Guest passes shall contain the signature of the host, the professional staff and other information such as building, room numbers and time/date issued.
11. When registering a guest, be prepared to provide his/her full name, age, home address and telephone number. If overnight, indicate the date of departure (maximum two days). A valid ID of the guest must be presented before being issued.
12. The host must sign a statement of agreement outlining his/her responsibility as a guest host.
13. Consent from roommate must be obtained before housing a guest.
14. Guests must be instructed to maintain their pass at all time while on campus. Guests unable to present a guest pass upon request will be detained until properly cleared.
15. The same guest may not stay in a residence hall more than once per month.

III. RESIDENT RESPONSIBILITIES

Care of Facilities

The resident accepts responsibility for and agrees to be held accountable for actions of him/herself and those of his/her guest(s); for care of the residence hall facility, assigned space, common areas, and University property; and promptly reporting any interruptions of services or any needed repair. The resident will take responsible action to protect and prevent the residence hall facility and property from wanton, reckless, or negligent damage; will refrain from encouraging or participating in activities which cause damage to occur; will report property or facilities damage; and will take responsible action to assist the University in identifying individuals responsible for damage. The resident, at the time of check-out, will return the assigned space and its University furnishings in the same condition as they were received, with the exception of reasonable wear and tear, as determined by the Office of Residence Life (ORL). The resident assumes responsibility for the appropriate use of safety and security hardware with in his/her assigned space and building and will immediately report loss of assigned key(s).

Conduct

The resident shall conduct him/herself in a manner which promotes a quiet, safe, and secure residence hall/environment conducive to the pursuit of academic goals. The resident shall insure that his/her roommate will have access to and equitable use of the assigned space.

The resident will abide by the rules, regulations, policies, and procedures established by the Office of Residence Life (ORL) as published in the Residence Hall Contract Handbook and the relevant residence hall documents, and the policies and procedures established by the University. Rules and regulations are intended to promote the safety and well-being of residents. They include, but are not limited to: prohibitions against: (a) flammable materials; (b) weapons and fireworks; (c) unauthorized modification of assigned space; (d) pets; (e) duplication and transfer of University keys; (f) disruptive/destructive behavior; (g) behavior such as intimidation or harassment which threatens the property, safety, security, health, and well-being of others; (h) improper use of fire safety and building security equipment; and (i) threats to and/or
Termination After Payment of the Deposit

Once the commitment payment is received, the Contract is binding and the student must petition and obtain approval for the particular agreement period (see Contract Release).

II. UNIVERSITY SERVICES

This Contract when confirmed by the University permits the student to receive residence hall facilities and services. Although the University will endeavor to provide the following services on a continual basis, interruptions may be necessitated by an act of God; an order of a University/civil authority, a limited or restricted control or availability of resources as determined by the University may necessitate interruptions. It is the expectation of the University that services will be available and uninterrupted and that any disruption of services vital to the health and safety of residents will be restored within a reasonable time.

Assigned Space

The University will furnish a space in a residence hall and will grant the resident use of the facilities of the hall in accordance with the terms and conditions specified within this Contract.

Utilities

The University will provide heat, water, electricity, and waste disposal services.

Housekeeping

The University will remove trash from designated areas and will clean common hallways, floors, lounges, public areas, and bathrooms in the traditional residence hall on a scheduled basis. Students residing in the Student Apartments, Hawks Landing, the Student Residential Complex and off-campus leased spaces are responsible for the general upkeep of their rooms, common areas, and bathrooms. Students residing in University Terrace are responsible for the general upkeep of bathroom areas.

Furnishings

The University will provide to the resident: a bed, mattress, dresser, desk, and chair.

Repairs

The University will make all repairs and perform maintenance in the residence hall.

Forms and passes are available in each housing office. Only Area Directors and other permanent professional staff of Residence Life may issue a guest pass. Residents who fail to register guests are subject to disciplinary action as administered through the University’s Judicial System. The policy established is in the interest of providing a safer environment for the entire campus community.

GUESTS AND VISITORS

1. Guests and visitors must abide by all hall rules and regulations while in the residence halls.
2. It is the responsibility of guests and visitors to familiarize themselves with residence hall rules through their hosts.
3. Guests and visitors who violate residence hall and/or subject to disciplinary action.
4. No guests or visitors may establish residency in a residence hall.

HOST RESPONSIBILITY

1. Hosts are responsible for the actions of their guests and to ensure guests, or visitors’ compliance with University regulations.
2. Hosts must be sure that the guest or visitor for whom they take responsibility is in fact their guest or visitor.
3. Hosts must inform guests and visitors that should circumstances and/or incidents arise in which their non-resident guest or visitor is in violation of laws or University policies, the guest or visitor can be held liable for civil action. Should the host not make every reasonable effort to insure the guest or visitor’s compliance with University and/or residence hall policies and regulations, the host may be subject to disciplinary action.
4. Hosts may be charged additional rental for each day a guest resides illegally in the residence hall and may be subject to disciplinary action.
5. Hosts must show proper concern for the rights of roommates.

VISITATION POLICY

1. There are no visitations of the opposite sex for FRESHMEN students residing in any upperclassmen area. No individual of the opposite sex is permitted to enter the living rooms or common areas in the upperclassmen areas where freshmen are residing in an apartment unit. Students wishing to have visitors of the opposite sex can do so in the respective community centers. This facility is open nightly at liberal hours. Violation of the visitation policy automatically terminates the Residence Hall Agreement and requires the individual to immediately forfeit the assigned space for the balance of the semester.
2. Inter-room visitation for **FRESHMEN** residing in the traditional Residential Halls begins at 5:00 p.m. on Fridays and Saturdays, and continues until 2:00 a.m. each night. On Sundays, visitation begins at 5:00 p.m. and ends at 9:00 p.m. Freshmen do not have inter-room from Monday through Thursday. Area Directors reserve the right to change adjustments to the visitation times.

3. Inter-room visitation for **UPPER CLASSMEN** (SOPOMORES, JUNIORS, SENIORS) begins at 12 noon and ends at 12 midnight on Sundays through Thursdays. On Fridays and Saturdays, visitation is allowed from 12 noon to 2 a.m.

4. Roommates are encouraged to discuss and establish hours for their rooms within the limits established by the living unit. Paraprofessional staff will assist residents as problems arise with visitation in their respective rooms. However, it is the responsibility of the student to initiate efforts to resolve problems of a social nature with roommates and other residents.

5. This policy is subject to change. Any changes will be distributed and posted.

**SMOKING POLICY**

Occupants or visitors may not smoke in the residence halls including private rooms, corridors, stairwells, laundries, offices, student centers, lobbies, kitchens, lounges and other space available for common use. Common areas will be posted with the restriction.

**POLICY ON MINOR CHILDREN**

Minor children below age 16 may not reside overnight in the residence halls, except upon special advanced approval granted only by the Director of Residence Life or his/her designee. When permission is granted, the deviation in policy shall be determined a circumstance beyond handling by the occupant and such permission will only be issued for the duration of one overnight stay. Guests of occupants must be age 16 or above to be governed under the Guest Policy. Hosts are responsible for guests under age sixteen (16).

**RESIDENT RIGHTS**

Each person as a resident in the University of Maryland Eastern Shore residence hall possesses certain individual rights and responsibilities, which must be held in high regard. This document is intended to define and prioritize minimal expectations from hall residents, in acts utilizing their freedoms, without placing constraints upon the rights of other residents. Each individual has a right to engage in those physical, educational and social pursuits that are necessary parts of his/her university life. However, these rights carry with them a reciprocal responsibility on the part of the individual to insure the same rights for other residents.
I. PARAMETERS OF THE AGREEMENT

Eligibility

To be eligible for residence, a student must be a full-time undergraduate student admitted and enrolled at the University as a degree candidate (unless the Director of Residence Life or designee grants special exception). Limited space is provided for graduate students. However, dropping below nine hours per semester during any agreement period does not constitute grounds for alteration of this Contract during that period. The University provides room and board accommodations without regard to race, age, sex, religion, creed or national origin. Student eligibility will be reviewed at the beginning of each semester. A limited amount of space suited for physically challenged students are available.

General Conditions

1. It is the responsibility of each student and his/her parent(s) where applicable, not only to be aware of the terms and conditions of the Contract and the ORL Policies and Regulations, but also to be acquainted with all current rules, regulations, and procedures stipulated in the UMES Student Handbook and the University Catalog.

2. This Contract is between the University of Maryland Eastern Shore (hereafter referred to as the University) and the student and parent(s), where applicable (when the student is under 18 years of age), whose signature appears on the Contract (hereafter referred to as the student) and is not transferable.

3. This Contract is for housing accommodations; it does not entitle the student to a specific room or building.

4. This Contract makes it mandatory for those students residing in the traditional residence halls and the Student Apartments to purchase the board plan (14 or 19 meals per week).

5. This Contract is for one academic semester or the remaining part thereof.

6. Failure to comply with the terms and conditions of this Contract may result in cancellation of the Contract and/or disciplinary action at the discretion of the Director of Residence Life or designee.

7. Housing rates are subject to change prior to the beginning of each new academic year. Changes in Policies and Regulations may be made by the Office of Residence Life (ORL) during the term of the Contract. Students will be notified of such changes in writing at the time of reservation. If the health and safety of persons using the facilities may be adversely affected by delay, implementation may be immediate.

8. This Contract may be renewed according to eligibility determined by the Office of Residence Life (ORL). Students with University or Residence Life disciplinary records or outstanding bills may be precluded from contracting or

1. The right to read and study free of undue interference (irrespective of quiet hours) in one’s room. One of the basic purposes of the University is the dissemination and application of knowledge. Unreasonable noise and other distractions inhibit the exercise of this right. Behavior that attempts to force a roommate to move out of the room will be considered by the University to be sufficient grounds for reassigning the offending resident.

2. The right to sleep, the right to one’s personal belongings, the right of free access to one’s room and facilities, and the right of a clean environment in which to live. Optional physical conditions are essential as they support, reinforce, and provide for positive conditions for which to learn and live.

3. The right to redress of grievances. If the academic and residence hall communities are to function in the most educational manner, the right to initiate action and referrals for impartial and fair adjudication of grievances is held paramount.

SUBORDINATE RIGHTS OF RESIDENTS

These rights should not infringe upon the reasonable exercise of the primary rights defined above. These subordinate rights include:

1. The right to personal privacy. All persons should have freedom from interference from their personal activities, and should be able to maintain privacy for other than academic reasons.

2. The right to host visitors and/or guests. All students should have the opportunity to maintain personal contacts and friendships with other persons to fulfill their needs for socialization. Guests are to respect the above stated rights of others in the host’s room and of other building residents.

Any abuse of these rights is subject to review by the Office of Residence Life (ORL), or through University disciplinary procedures. However, processes of mediation involving residents and hall staff should initially be considered as a means of resolving conflicts.
POLICY ON PARTIES AND ACTIVITIES

Approval must be granted in order to assemble groups in rooms/apartments for the purpose of activities or parties. Paraprofessional staff and/or Area Director/Counselors will determine the purpose of group gatherings from direct observation. Any paraprofessional staff and/or an official of the Office of Residence Life may disassemble parties that gather without granted approval. Permission to host parties and activities must be granted by ORL.

Private parties are only permitted in individual rooms/apartments and must be limited to the confines of the particular room/apartment. For reasons of consideration and fire safety, no more than ten (10) persons are permitted in an apartment at one time and five (5) persons in a traditional residential hall room. Parties may not spill out into the hallways, stairways, or in front of the building.

OTHER RESIDENCE HALL REGULATIONS

It is the responsibility of each group of residents to ensure the primary rights of residents in their building. As such, if residents wish to develop additional policies to insure those rights, the Office of Residence Life (ORL) will assist them in such efforts. If a group of residents ignores the primary rights of others, ORL may impose additional regulations. Such imposition may include relocation, limitation of guest/visitors, or quiet hours and/or to remove or confiscate radios, stereos, televisions, or musical instruments from their rooms.

OFFICE OF RESIDENCE LIFE BILLING SHEET

Charges will be assessed accordingly for damages, penalties, and improper withdrawal:

Students who are suspended from the University through judicial proceedings or those who leave the University in lieu of judicial action will forfeit their right to a refund of room deposit and/or adjustments to housing charges for the semester during which they leave.

ROOM DEPOSIT

The Room Reservation fee shall be announced in the corresponding letter to this document. Returning residents who pay a room deposit for campus accommodations during the previous semester will receive housing only if they have a -0- balance on their account or if a credit exists and in good academic standing. After July 1 of the spring semester, and January 15, proceeding the fall semester, students who have paid a room deposit and still owe the University a previous debt are not guaranteed a space. As demand increases for housing, students with debts to the University may lose their assigned room.

New students who pay a room deposit will be assigned to housing based on availability. After all on campus spaces have been filled, Residence Life will have a waiting list for housing. Once a waiting list has started, housing id not guaranteed. Residence Life reserves the right to reassign a student to the bottom of the waiting list when that applicant rejects the original room assignment.

DEFINITION OF ROOM RESERVATION

Payment of a room reservation fee does not entitle a resident to a particular room in any specific campus-housing complex. Students are permitted to request particular type housing and a preference of a roommate. Requests are honored based upon the administrative ability to do so. All room deposits are credited to the student’s account, which reduces the amount owed.

Students residing in the traditional residence halls and Student Apartments are required to be on the meal plan provided by the University. The meal plan is optional for students residing in the Student Residential Complex, Hawks Landing and off-campus leased areas.

All entering freshmen students are required to have a roommate during their first year at the University. Special exceptions can be granted based on the age of the student by the Director of Residence Life or his/her designee. Some freshmen are assigned to single rooms only because of its size. Requests are not taken for those spaces.

When signed by the student and confirmed by the University, this Contract provides the student with the opportunity to reside in a University residence hall or apartment (hereafter referred to as a residence hall) and commits him/her to all terms of residency as stated within this document.

In addition to conditions and terms noted within this Contract, the resident is also subject to responsibilities and processes set forth in the Code of Student Conduct, Undergraduate/Graduate Catalog, Schedules of Classes, The Residence Hall Contract and Handbook, and other relevant University documents.

THIS RESIDENCE HALL AGREEMENT AND HANDBOOK SUPERSEDES HOUSING INFORMATION PROVIDED IN THE UNIVERSITY CATALOG.
TERMS AND CONDITIONS
OF ON-CAMPUS
HOUSING SERVICES

INTRODUCTION

This is your residential Contract with the University of Maryland Eastern Shore. It is a legal document binding you to its contents upon signing. Before you obligate yourself to the terms and conditions, carefully read and understand this Contract.

DISTRIBUTION OF INFORMATION

Residents are responsible for compliance to all notices distributed individually, through the campus email system or in mass beneath room doors, posted in public areas, made available via computer, aired over TV/Radio Stations and in other areas of public access. New policies may be articulated in this manner, which do not require the student’s signature as a means to expect compliance.

Living in the residence halls at UMES is a privilege, which is based on the acceptance of the corresponding responsibilities. The provisions in the Contract and the related policies and regulations are written and enforced to safeguard your interest as a student, as a residential community member and to protect the rights of the University and other residents.

Basically, this Contract protects you and the University from actions of residents and other elements that are considered to be unacceptable and inappropriate to the residential environment, which facilitates the academic, personal, and social development of each student.

If you have any questions about the interpretation of this Agreement, please contact the Office of Residence Life (ORL) at (410) 651-6141 or (410) 651-6144 for clarification before signing.

CONTRACTING

You can indicate your acceptance of this offer for University housing by completing and signing the Residence Hall Contract, and returning it to the Office of Residence Life (ORL) along with the required room deposit (payable by credit card, check, money order or Hawk Card). The room deposit represents a down payment, which will reserve a space in the residence hall and will be applied against the room fee. By signing and returning the Contract, the student (and his/her parents where applicable) agree to accept and abide by all of the terms and conditions of the Contract.

THIS RESIDENCE HALL AGREEMENT AND HANDBOOK SUPERSEDES HOUSING INFORMATION PROVIDED IN THE UNIVERSITY CATALOG.

NOTES:

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FREQUENCY CALLED NUMBERS

Residence Life------------------------------------------------ 6144
Health Center------------------------------------------------- 6591
Counseling Center------------------------------------------ 6449
Food Service------------------------------------------------ 6675
Police Department------------------------------------------ 6590
Resource Center------------------------------------------- 6148
Student Activities----------------------------------------- 6434
Bookstore--------------------------------------------------- 6437
Hawks Nest Dining----------------------------------------- 6561
Post Office------------------------------------------------- 6439
Student Affairs------------------------------------------ 6687
Financial Aid------------------------------------------ 6172
Hawk Center I.D.---------------------------------------- 7747
Academic Affairs-------------------------------------- 6508
Henson Center Hotel----------------------------------- 8100
UNIVERSITY OF MARYLAND EASTERN SHORE
OFFICE OF RESIDENCE LIFE
AGREEMENT TO LEAVE PERSONAL BELONGINGS BETWEEN SEMESTERS

Whereas students are generally required to vacate the premises and remove all personal property from their rooms at the end of fall semester and continuing over Winter break while school is not in session;

Whereas UMES agrees to amend the Housing Contract to allow a student who reserves the same room for Spring Semester as was reserved for Fall Semester to leave personal property in the room during Winter Break if the student agrees to the terms and conditions provided in this amendment;

The parties agree to the following:

1. UMES Agrees to allow Students to leave personal property in their assigned room during Winter Break.

2. Student agrees to reserve the same room for Spring Semester that he/she reserved Fall Semester. Failure to reserve the same room will mean that the Student is not allowed to leave personal property in the room over Winter Break and any property left in the room during this time will be removed by UMES and stored at the Student’s expense and billed to the Student’s account.

3. UMES is not responsible for any personal property left in room over Winter Break, including property that may be stolen or damaged in whole or in part. Damage or loss to property may be caused, without limitation, by fire, water, mildew, insects or pests, loss of electricity, electricity surges loss of heat, theft, or vandalism.

4. UMES is not responsible for cleaning the room during Winter Break if items are left in room.

UMES reserves the right to permit access to Student’s room by other student roommates, if any, who are residents of the room.

5. UMES reserves the right to permit access to Student’s room by emergency personnel and by UMES authorized personnel and contractors for the following purposes: in the event of an emergency; in order to perform maintenance; in order to perform insect and pest extermination services; and to inspect the room as provided in the Housing Contract.

6. UMES will provide reasonable security patrols to the housing communities, but will not practice any special surveillance of a location unless UMES believes that special surveillance should be conducted.

7. Student agrees to disconnect all electrical items from receptacles.
8. Student agrees to check into his/her room for the Spring Semester on the First or Second Day Residence Halls open. If Student does not check in on time, Student forfeits his/her room reservation and Student’s personal property may be removed from the room and placed in storage at the Student’s expense and billed to Student’s account.

9. UMES will notify Student of personal property placed in storage pursuant to this Amendment. If the student does not claim the personal property placed in storage within ten (10) days of being notified by UMES, UMES reserves the right to dispose of the property.

10. Student agrees to fully and forever release and discharge the State of Maryland, UMES, and their officers, agents, employees, and successors from any and all claims, demands, and causes of action, whether in law of equity, existing now or at any time in the future, arising out of or related to any loss, damage, or theft of personal property which is left in the room over Winter Break or which is removed and stored pursuant to this Amendment.

11. Should any of the personal property left in the room belong to a third party, Student further agrees to indemnify and hold harmless the State of Maryland, UMES and their officers, agents, employees and successors the third party in connection with any loss, damage, or theft of the property.

THIS RELEASE AND INDEMNIFICATION IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF MARYLAND AND IF ANY PORTION OF IT IS HELD INVALID, IT IS AGREED THAT THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the Housing Contract remain in full force and effect.
Office Of Residence Life
University of Maryland Eastern Shore
30665 Student Services Center Lane
Princess Anne, MD 21853

Phone: (410) 651-6144
Fax: (410) 651-6142
Web: www.umes.edu/reslife
Email: reslife@umes.edu