The Utah State University Student Code Article V Section 3.B.22 states, “Violating any published University policy related to University-owned living unites or breaching a University living unit contract” is considered student misconduct under the student code.

Air Conditioners
Window mount air conditioners are not permitted to be attached to the building in any resident apartment due to the danger of units falling out of windows. For any questions, please contact the Housing Office at (435) 613-5289.

Alcohol and Drugs
Possession, consumption, distribution, manufacture or storage of alcohol and/or illegal drugs anywhere on campus is prohibited by the USU Student Code. Off-campus and University functions are subject to federal, state, or local laws. Crimes committed on or off campus violate University standards and may subject student to discipline under the nonacademic section of the student code. Disciplinary actions, which may include referral to the Substance Abuse Program, probation, suspension, and/or expulsion, are designed to maintain the institution’s integrity, protect individual rights, and help students solve personal problems. Violation of this code by students under the age of 21 may also result in parental notification. Staff and students are expected to report violations of campus regulations to the Office of the Director of Students.

The Utah State University Student Code prohibits possession, consumption, sale, distribution, manufacture, or storage of any alcoholic beverage (including beer) or illegal drugs on University property. Housing regulations further prohibit possession or storage of full or empty alcoholic beverage, bottles, containers, receptacles, as well as brewing kits. These prohibitions apply equally to all residents regardless of age.

Bicycles, Skateboards, Roller Blade, etc.
Bikes can only be stored in individual rooms or apartments, or in specified bicycle racks in the area. Bikes should not be chained to trees, signs, rails, or poles. All residents must register their bicycles with the University Police to aid in returning lost and/or stolen bikes. Residents may fill out registration information at the Housing office to obtain
A free bike permit. Bike permits must be taped visibly on bicycle frame. Any bicycle on Housing property that does not have an appropriately displayed bike permit may be impounded by the University Police.

Due to the damage caused to carpet and tile, bicycles, scooters, roller blades, roller skates, skateboards, etc., cannot be ridden within residence halls or apartment communities. Fines and/or sanctions may be imposed for noncompliance. The above-mentioned items cannot be stored in the hallways, stairwells, or other common areas within the residence halls or apartments communities. Only wheelchairs or equipment required exclusively by persons with disabilities are approved for indoor use, but the resident is still responsible for in-room storage. Recreational uses of roller skates or roller blades are prohibited on campus.

Care of Furnishings, Equipment, Premises
Residents are responsible for general care of the room/apartment and of all furniture and equipment provided inside or exterior to the room/apartment. An initial inspection and inventory of the room/apartment and its furnishings must be made upon occupancy by the resident’s completion of the “Acceptance of Agreement” form. It is retained in the student’s file, and will be the recorded basis for determining damage, loss, or cleaning charges assessed during or at termination of residency. Any charge resulting from extra cleaning, repairs, or replacements associated with damages, including normal wear and tear, may be assessed. Charges are usually assessed for labor and/or materials at a cost of $30 per hour.

Any breakage, damage, or need for general maintenance and repairs must be reported to the Housing Facilities Office, https://usueastern.edu/housing/ under maintenance request tab. Repairs will be made within a reasonable time. Resident will incur repair costs if damage is due to negligence (such as not reporting leaking water, loose hinges, etc.), carelessness, or misuse by self or visitors. **Damage assessment does not necessarily constitute immediate replacement.**

Furniture, equipment and recreation tables in common areas, lounges and study areas may not be removed from their original location. Furniture may be rearranged but must be returned to original locations after use. Violations are subject to a minimum $50 relocation fee. Residents are not allowed to stack or “bunk” their beds or un-bunk/stack them if bunked/stacked already.

Any physical repairs, alterations, or installations to the apartment, buildings, or grounds, are not allowed. These include but are not limited to painting, papering, dismantling furnishings, and equipment, wiring, adding or changing locks, constructing lofts, removing window screens, installing mounting antennas or satellite dishes, constructing fences or patio/balcony enclosures, and general remodeling.

Community Meetings
Residents may be required by Housing Staff to participate in community meetings, mandatory educational programs, floor/hall/housing meetings, and safety drills. Noncompliance may result in a minimum $10 fine.

Contract Renewal
A Housing contract is renewable annually, at the discretion of Housing and Residence Life, for a maximum number of five additional renewals (six total years). Housing reserves the right to refuse housing to any resident who becomes delinquent in rental payments, or who has demonstrated an unwillingness or continual inability to abide by community rules, regulations and policies within the housing system, as well as those who exceed the six-year residency eligibility.
Explosives, Firearms and Dangerous Chemicals
Except as expressly permitted by law, explosives (including firecrackers, fireworks, homemade explosives and pyrotechnics), firearms and other weapons are not permitted on campus. Weapons used for decoration are not permitted this includes simulated weapons, disabled weapons, dangerous chemicals, any explosive device, nun chucks, swords, brass knuckles, butterfly knives, paintball guns, toy guns, pellet guns or any other material that can be used to threaten or endanger others.

If a student has a firearm, it is preferred that it be stored at the USU Eastern Police Department. There is no charge for this service. In the event state law allows state higher education institutions to restrict firearms and ammunition in campus housing facilities, USU Housing reserves the right to do so.

Fire Safety
Fire safety is an important factor in communities with large populations and shared living space. The following policies are in place to ensure the safety of individuals in their living environments.

The following items or actions can represent a potential fire hazard and are therefore prohibited. A minimum $25 fine may result for each prohibited item discovered by staff, with fines escalating for repeat offenses.

- Incense and incense burners
- Candles and other open flame items are expressly prohibited campus-wide unless authorized by the University Fire Marshall. Decorative candles may be displayed but are strongly discouraged. Wicks must remain white and unburned. Candle warmers (including Scentsy type warmers) are prohibited as per State Risk Management requirements. Candle usage may be requested in writing and sent to the University Fire Marshall for theatrical or other entertaining arts performances, dining and food services areas, special religious ceremonies, and other purposes as may appear necessary.
- All coiled resistance units (such as hot-plates)
- Halogen bulbs
- Inappropriate indoor storage of flammable liquids.
- Installing plastic, aluminum, or paper liners in and around apartment stoves.
- Taping or hanging material from smoke detectors, fire sprinklers or fire extinguishers.

All electrical appliances and cords must meet UL (Underwriters Laboratory) safety standards. UL-approved power strips must be used when more than two electrical items share an outlet. The Utah State University Fire Marshal highly recommends purchasing extension cords manufactured by Fire Shield which senses damage caused by overload, overheating, pinching or aging and shuts off the power in 25/1000 of a second if a dangerous condition is detected.

Mini-refrigerator and freezers that require 1500 watts of power usage or less are allowed and must be plugged directly into a wall outlet. All appliances, including microwaves, must be plugged directly into a wall outlet, not a surge protector or extension cord as required by state fire code. This policy will be enforced by staff.

Grilling on BBQs is prohibited within 10 feet of any housing building. Residents may not store propane in their apartments.

Space heaters are strongly discouraged but can be used if they are ceramic and oil filled heaters and they MUST have the following: UL listing 1,500 watts or under, self-limiting element temperature setting, automatic tip over protection, built in timer that does not exceed an 8 hour time limit, built in programmable thermostat and thermal limiter to protect against overheating. If a space heater is needed the following rules are to be followed: Allow a 3 foot clearance between the heater and anything that burns, always plug the heater directly into an outlet to avoid overheating of cords, use the heater only as long as required, shut off the heater whenever it is not in use, place the heater on a level surface, always shut the heater off when no one is home to watch it!

No open element or metallic element heaters are allowed (anything that glows red when on). Also no fuel fired heaters are allowed (kerosene, propane, etc.)
Fire Drills

Fire drills or fire safety programs are conducted by the University Fire Marshal and Residence Life staff to ensure that residents are familiar with emergency evacuation procedures and general fire safety. When requested or mandated, all occupants must immediately evacuate a residence hall. Interfering with or noncompliance will result in disciplinary action, including a $100 fine. Residents are also required by the Fire Marshal to keep hallways, stairwells, and balconies clear of obstructions at all times, to facilitate proper access and egress.

Fire Extinguisher

A fire extinguisher is located in all cooking apartments on the kitchen wall. In traditional housing the extinguisher is located in the hallways on each floor. If the extinguisher is discharged while putting out a fire, promptly notify the Housing Facilities Office. If it occurs after-hours or on weekends, immediately notify the Utah State University Eastern Facilities at 435-613-5010. The extinguisher will be replaced immediately at no cost. Extinguisher must not be re-hung or relocated after discharge. Fire extinguishers are checked by the University Fire Marshal at least annually. If an extinguisher is found to be empty, tampered with, relocated, or missing, the student apartment will be charged $75 for recharging and/or replacement. Periodically inspect the fire extinguisher gauge to be certain it is properly charged. If the needle indicates that it is undercharged or overcharged, contact the Housing Facilities Office immediately for replacement.

Fire extinguishers or other equipment can only be discharged in an actual fire emergency. Starting fires, tampering with or misuse of fire safety equipment, or falsely reporting a fire may result in criminal prosecution.

Smoke Detectors

Smoke detectors are located in all Housing facilities. When the detector is activated, it will make a loud, piercing sound. It is the resident's responsibility to report to Housing Facilities whenever the smoke detector is inoperable or batteries need to be replaced. Any smoke detector problems after 4:30 p.m. or on weekends can be directed to our On-Call Maintenance staff, and will be handled as quickly as possible. Calls can also be directed to the RA on call at 435-650-8887. Residents should please leave their name, apartment number, time of call, and current problem with the detector. Excessive amounts of smoke from cooking, or steam from the bathroom, may activate a smoke detector.

If Housing staff determine that the smoke detector and/or battery has been removed, tampered with, or is inoperable and has not been reported, the student will be charged $75. If there is a second violation, the student will be charged $100 and appropriate restorative measures imposed.

Fire Sprinklers

Many Housing buildings have been retrofitted with fire sprinklers. It is critical that residents not tamper with the sprinkler systems, especially the sprinkler heads. The water in the sprinkler systems is under tremendous pressure and a damaged sprinkler head or pipe can lead to significant damage to both the building and resident’s property. The resident will be responsible for all damages caused to Housing facilities by breaking/or tampering with a sprinkler head. Housing is not responsible for any damage or losses that occur because of sprinklers being activated for any reason. Housing strongly recommends residents seek insurance for their personal property.

Guest Policy

A guest is defined as any individual who is not a contracted resident of the specific residence hall, floor or room in question. Each guest must have a resident host and be escorted at all times in the residence halls.

Guests must be acceptable to all roommates, at all times. Residents must obtain approval (email, text or verbally) from all suitemates and/or roommates about any possible guest before they are invited into the residence hall. Residents have the right to sleep, study, and socialize in their room (in that priority order). For example, if one resident wants to sleep and the other wants to have friends over, the right to sleep will always take precedence over the right to socialize. Residence Life staff will provide an opportunity for residents to discuss guests in their room and/or suite in a facilitated roommate agreement at the start of each semester.

Residents are responsible for notifying guests of University and Housing and Residence Life policies and procedures, and will be held accountable for the behavior of their guests. Guest(s) must adhere to all federal, state, and local laws, and University and Housing and Residence Life policies. Guests must comply immediately with all directives issued by
University officials and Housing and Residence Life staff. Resident assumes responsibility for guest compliance with Housing and Residence Life policies. Guest(s) will be escorted out of the community if their behavior is deemed inappropriate or if they are found without their resident host.

Residents must not loan or give out their keys to anyone. Keys are for the sole use of the resident to whom they are issued.

An overnight guest is defined as one who intends for the room to be their place to stay for the night. Overnight guests may not stay more than three (3) consecutive nights and no more than eight (8) nights per semester, per guest. Exceptions can sometimes be made, in writing, by the area professional staff member if there are unique circumstances that warrant additional consideration. All overnight guests must be registered by the resident via the Housing and Residence Life Form: https://usu.co1.qualtrics.com/jfe/form/SV_6A3l0mvctflbl2Z.

Unauthorized guest occupancy may result in fines and/or other disciplinary action including possible referral to the Director of Residence Life and/or University Conduct Officer and possible termination of the contract.

Hall Directors and Resident Assistants (RA) are available to assist residents who may require support or guidance in working with a roommate about the presence of guests in their shared accommodations, and especially in cases where a roommate displays lack of consideration for others or abuses the privilege of hosting guests.

**Housing Staff**

Housing staff members represent the University and are considered its agents and officials, with authority commensurate and necessary to accomplish a requested task or action. Failure to comply with verbal and/or written instructions issued by Housing and Residence Life staff, or impeding their performance or duties, will be deemed a violation and may result in a $100 non-compliance fine. Such behavior can result in referral to higher-level campus administrators who have the authority to sanction the individual to University probation, or suspend any violator from the University, according to the University Student Code.

**Keys**

The resident is issued an apartment key/bedroom key at the time of check-in. At the time of check-out original room/apartment not returned will result in a lock replacement fee, and all charges will be billed to the resident. **Keys returned after the resident departs or vacates will not be accepted, once a new key has been ordered.**

- **Bedroom Hard Key replacement**
  - Fee is $100.00 (lock replacement).

State of Utah law prohibits the duplication of University keys. If a key is duplicated or tampered with, the resident will be charged to replace the key and will also face disciplinary action. Unauthorized possession or misuse of University issued keys is also prohibited. **Residents must not loan or give out their keys to anyone, including their roommates. Keys are for the sole use of the resident to whom they are issued.**

Non-University approved locks are not allowed on any resident’s room or apartment door. Damage to or tampering with a University lock will subject the resident to disciplinary action and possible charges.

To protect the safety and security of USU student resident(s) and their property, USU reserves the right to deactivate an electronic key when (a) the whereabouts of the key is unknown, (b) the key is believed to be in the possession of someone
other than the resident to whom the key was issued. If any person other than the resident (i.e. family, friends, etc.) needs access to a resident's room, then such person must provide confirmation from the resident to the Hall Director of the building/area. After verification of permission, such a person may be provided supervised access to the resident's room and associated property.

**Needles and Sharps Disposal**

Housing urges those residents using needles or syringes for valid medical reasons to purchase EPA-approved Sharps Disposal containers for proper disposal. Use those made specifically for bio-hazardous medically contaminated wastes like needles.

**Newsletters and Notices**

Notices to residents will be in writing and sent via email or posted in visible locations or bulletin boards, personally hand-delivered, deposited in U.S. Mail addressed to the assigned room/apartment, or attached to the front door. This constitutes proper notice to residents.

**Parking**

Residents are responsible for properly parking, driving and maintaining the posted speed limit at all times, and ensuring that all guests follow those as well. Occupants of campus residence halls are the only ones permitted to park in the area adjacent to their respective residences.

All vehicles parked on campus must have a current registration and license plate. Any vehicle that is non-operational for a period of seven (7) days shall be deemed abandoned and will be impounded. Any vehicle parked on campus must be (1) operational and (2) have current registration. Vehicles with flat tires, broken windows, missing fenders or engines, or on blocks give the appearance of being abandoned and are subject to towing.

*Driving on the sidewalks is strictly prohibited. Violators who drive or park on the grass or sidewalk can be charged for any damage to property, ticketed and assessed a $75 fine.*

Any questions pertaining to parking on campus should be directed to the Utah State University Facilities office and at 435 613-5010. Their office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.

**Pets**

Possession, care, or harboring of all animals, except fish, is prohibited in University Housing or adjacent grounds. A fish is defined as a legless, cold-blooded, aquatic vertebrate animal with gills, fins and scales. There is a 20-gallon size limit on fish tanks or aquariums. Visitors are not exempted from this regulation. Violation of this policy may result in a $50 fine and immediate removal of the animal by the resident. An additional $100 fine may be assessed and eviction proceedings initiated if the animal has not been removed within the 3-day period. A notarized statement signed by the resident must be turned into the Housing Office regarding the permanent relocation of the animal from our premises.

**Disability Accommodations**

Utah State University (USU) recognizes the importance of providing reasonable accommodations in its housing policies and practices where necessary for individuals with disabilities to fully participate in the University Housing program. These guidelines explain the specific requirements and processes that govern requests for reasonable accommodation in University housing. Utah State reserves the right to amend these guidelines at any time as circumstances require.

The Disability Resource Center (DRC) is responsible for evaluating whether to grant or deny requests for reasonable accommodation in University housing. In evaluating the request, the DRC may consult with University Housing and Residence Life, Student Health and Wellness, and Counseling and Psychological Services as necessary, to determine whether the requested accommodation is necessary and reasonable. Individuals with a disability who reside or intend to reside in University housing who believe they need a reasonable accommodation must contact the DRC.

The DRC will accept and consider requests for reasonable accommodation in University housing at any time. The individual making the request for accommodation should contact the DRC as soon as practicably possible before moving
into University housing. However, if the request for accommodation is made fewer than 60 days before the individual intends to move into University housing, USU cannot guarantee that it will be able to meet the individual’s accommodation needs during the first semester or term of occupancy. If the need for the accommodation arises when an individual already resides in University housing, he/she should contact the DRC as soon as practicably possible. USU cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.

If the individual's disability and the necessity for the accommodation are obvious, the individual needs only explain what type of accommodation he/she is requesting. No third-party verification of disability and/or necessity is required under these circumstances. If the disability and/or necessity for the accommodation are not obvious, the DRC will require the individual to provide documentation from a reliable third party who can verify that the individual has a disability and that the requested accommodation is necessary to provide the individual an equal opportunity to participate at the University.

If the third-party documentation does not contain sufficient information for the DRC to determine whether an accommodation is necessary, the insufficiency and any request for additional information will be communicated in writing within ten business days of receiving the documentation.

The DRC may deny the requested accommodation if it is unreasonable. An accommodation is unreasonable if it: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters University housing policies; (3) poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including University property; and/or (4) is otherwise unreasonable to the operation of the University.

**Emotional Support Animals**

Utah State University is committed to allowing Emotional Support Animals (ESAs) when necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This guideline explains the specific requirements applicable to an individual’s use of an ESA in University housing. USU reserves the right to amend this guideline as circumstances require. This guideline applies solely to ESAs which may be necessary in University housing. It does not apply to Service Animals as defined by the ADAAA.

Animals, except fish, are prohibited in University Housing or adjacent grounds, however, USU will consider a request by an individual with a disability for accommodation from this prohibition to allow an ESA that is necessary because of a disability and reasonable. However, no ESA may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this guideline.

ESAs are a category of animals that provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADAAA.

**Requesting an ESA**

The procedure for requesting an ESA follows the general procedures set forth in the Disability Accommodation guideline for University Housing and the requirements set forth below. However, to the extent the requirements and procedures in this Guideline conflict with the Reasonable Accommodation Guideline, this Guideline shall control.

**ESA Determinations**

The question in determining if an ESA will be allowed in University housing is two part. First, is the ESA is necessary to afford the individual an equal opportunity to use and enjoy University housing (It is a violation of Utah State Law to knowingly and intentionally misrepresent to another person that an animal is an ESA). Determinations regarding an individual's eligibility for an ESA accommodation will be made in accordance with Housing’s Disability Accommodation Guideline

Second, if the particular animal requested as an ESA in University housing is reasonable. The reasonableness of ESA requests will be determined on a case-by-case basis through consultation between the DRC, Housing, and Residence Life. USU may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with ESAs:

1. The size of the animal is too large for available assigned housing space;
2. The animal’s presence would force another individual from individual housing (e.g. serious allergies);
3. The animal's presence otherwise violates individuals' right to peace and quiet;
4. The animal is not housebroken or is unable to live with others in a reasonable manner;
5. The dog is too young. The University has determined that University residences, in most cases, are not an appropriate environment in which to raise a young puppy. Generally, dogs must be at least 10 months of age, be spayed or neutered, and have received their first rabies vaccination before they can live in-residence in University Housing.
6. The animal's vaccinations are not up-to-date;
7. The animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
8. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Determinations of reasonableness depend in part on information specific to an individual's individually assigned Housing unit. As such, any time a student moves housing units a redetermination of reasonableness will be made. USU will not limit room assignments for individuals with ESAs to any particular building or buildings because the individual needs an ESA due to a disability. Generally, the presence of only one ESA will be approved for a student.

ESA Owner Responsibilities

If the University grants an Owner’s request to live with an ESA, the Owner is solely responsible for the custody and care of the ESA and must meet the following requirements:

1. ESA’s must be fully housebroken before entering USU Eastern Housing.
2. An ESA must be contained within the Owner’s privately assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the individual is taking the animal out for natural relief. Residents in a shared apartment or suite who do not share the individual room with the ESA owner may prevent the ESA from entering their individual room by closing their door, but the animal is permitted to accompany the owner into all other areas of their individually assigned residence.
3. An ESA is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.) beyond the owners individually assigned residence.
4. The Owner is responsible for ensuring that the ESA is contained (caged or crated) as appropriate, when the Owner is not present during the day while attending classes or other activities. The university reserves the right to inspect the enclosure to be used in containing the animal.
5. When an ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing.
6. The Owner is required to immediately clean up after and properly dispose of the animal’s waste in a safe and sanitary manner.
7. Noise and barking must be kept to a minimum. ESA’s may not create an unmanageable disturbance in USU Housing.
8. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the Owner’s responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.
9. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the ESA and/or discipline for the responsible individual.
10. ESAs and their crates, cages, bedding, and other animal related equipment may not be washed using communal Housing facilities or equipment (i.e. showers, bathtubs, washing machines, etc.)
11. An individual with a disability may be charged for any damage caused by his or her ESA beyond reasonable wear and tear to the same extent that Housing charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the Owner’s account for unmet obligations under this provision.
12. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Guideline and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
13. ESAs may not be left overnight in University Housing to be cared for by any individual other than the Owner. If
the Owner is to be absent from his/her University residence overnight or longer, the animal must accompany the Owner or be boarded off campus.

14. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual’s disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.

15. The animal is allowed in University housing only as long as it is necessary because of the Owner’s disability. The Owner must notify the Disability Resource Center in writing if the ESA is no longer needed or is no longer in residence. To replace an ESA, the new animal must be necessary because of the Owner’s disability and the Owner must follow the procedures in this Guideline and the Reasonable Accommodation Guideline when requesting a different animal.

16. USU personnel shall not be required to provide care or food for any ESA including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal. The Owner must provide the University with the name and contact information for someone who does not reside in University Housing and who can take responsibility for the animal within 12 hours should the Owner be unable or unavailable to care for it.

17. The individual must provide written consent for the Disability Resource Center to disclose information regarding the request for and presence of the ESA to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual’s disability.

**Disciplinary Action and Removal of ESA**

Failure to comply with the Support Animal Owner Responsibilities listed above will be documented by Housing or Residence Life staff in incident reports. In keeping with the disciplinary process used in Housing, the standard response to violations will be:

- 1st Violation: Meeting with Area ProStaff/Housing Director, Written Warning and $100 Non-Compliance Fine
- 2nd Violation: Removal of the Approved Animal from University Housing

The University may require the individual to remove the animal from University housing if:

- the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
- the animal’s presence results in a fundamental alteration of a University program;
- the Owner does not comply with the Owner’s Responsibilities set forth above; or
- the animal or its presence creates an unmanageable disturbance or interference with the University community.

The University will base such determinations upon the consideration of the behavior of the animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with the DRC and may be appealed to the Directors of Housing and Residence Life. Residents will be notified in writing that they need to remove their animal by Housing or Residence Life staff.

Once notified that an ESA must be removed, the Owner will have 48 hours to remove the animal. After 48 hours, Housing reserves the right to inspect the residence to ensure that the ESA has been removed. If the animal has not been removed after 48 hours, the University may have the animal removed to the nearest, appropriate animal shelter. Additionally, failure to comply with the order for removal will result in a referral to Student Conduct for consideration of sanctions.

**Service Animals in Housing**

The University recognizes the importance of Service Animals as defined by the Americans with Disabilities Act Amendments Act (ADAAA). USU is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. A Service Animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. The work must be active and specifically related to the person’s disability. Simply providing comfort or emotional support does not qualify a dog as a service animal.

Individuals planning to have a Service Animal in their University Housing residence, will need to give sufficient notice to the Disability Resource Center to allow the appropriate arrangements regarding placement, roommates, etc. to be made. Service Animal Handlers will be asked to provide verification that their service animal has had the appropriate vaccinations and information related to their animal that will allow Housing to make appropriate arrangements.

**Expectations for Service Animal Handlers**

1. The Handler is responsible for ensuring that the Service Animal is crated when the Handler is not present. The
When a Service Animal is outside the private individual living accommodations, it must be controlled by a leash or harness. No Handler shall permit their dog to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing.

3. The Handler is required to immediately clean up after and properly dispose of their dog’s waste in a safe and sanitary manner.

4. The Handler must provide the University with verification from a veterinarian that the Service Animal has received all the appropriate vaccinations.

5. Service Animals and their crates, cages, and bedding, may not be washed using communal Housing facilities or equipment (i.e. showers, bathtubs, washing machines, etc.)

6. A Handler may be charged for any damage caused by his or her dog beyond reasonable wear and tear to the same extent that Housing charges other individuals for damages beyond reasonable wear and tear. The Handler’s living accommodations may also be inspected for fleas, ticks or other pests. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods. The Handler will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the Handler’s account for unmet obligations under this provision.

7. Service Animals in training may not be left overnight in University Housing to be cared for by any individual other than the Handler. If the Handler is to be absent from his/her University residence overnight or longer, the animal must accompany the Handler or be boarded off campus.

8. The Handler agrees to abide by all equally applicable residential policies that are unrelated to the individual’s disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.

9. USU personnel shall not be required to provide care or food for any Service Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal. The Handler must provide the University with the name and contact information for someone who does not reside in University Housing and who can take responsibility for the animal within 12 hours should the Handler be unable or unavailable to care for it.

In Single Housing, the individual must provide written consent for the Disability Resource Center to disclose information regarding the presence of the Service Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual’s disability.

**Service Animals in Training**

The University recognizes the importance of Service Animals as defined by the Americans with Disabilities Act Amendments Act (ADAAA). While Service Animals in training are not recognized under the ADAAA, Utah State Law (§62A-5b-104) provides those same rights of access for individuals who are training Service Animals. Because Utah State Law does not clarify further its use of the term “in training,” University Housing, has established a definition based on accepted practices suggested by Assistance Dogs International (ADI). A service-dog-in-training is a dog, accompanied by its trainer, that is undergoing individual training to provide specific disability-related work or service for an individual with a disability. This does not include obedience training or socialization of puppies who may later become Service Animals (generally 12-18 months). Thus, adult dogs are recognized as being “in training” to provide disability-specific assistance only after they have completed an earlier period of socialization (obedience training, being house broken, getting acclimated to public places and every day activities as pets).

Students who are training Service Animals and who wish to bring those dogs into University Housing must register those dogs with the Disability Resource Center so that appropriate arrangements regarding placement, roommates, etc. may be made and all appropriate rules regarding expectations/behavior of the animal while on campus can be reviewed. Trainers will also be asked to provide information that allows the University to determine that the dog is indeed being trained as a Service Animal. Service dogs in training and their handlers will be expected to adhere to all of the requirements for Service Animals as outlined in this handbook.

**Expectations for Service Animal Trainers**

1. Service Animals in Training must be fully housebroken before entering USU Housing.
2. Noise and barking must be kept to a minimum. Service Animals in Training may not create an unmanageable
disturbance in USU Housing.

3. The Handler is responsible for ensuring that the Service Animal in Training is crated when the Handler is not present. The university reserves the right to inspect the enclosure to be used in containing the animal.

4. When a Service Animal in Training is outside the private individual living accommodations, it must be controlled by a leash or harness. No Handler shall permit their dog to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing.

5. The Handler is required to immediately clean up after and properly dispose of their dog’s waste in a safe and sanitary manner.

6. The Handler must provide the University with verification from a veterinarian that the Service Animal in Training has received all the appropriate vaccinations.

7. Service Animals in Training and their crates, cages, and bedding, may not be washed using communal Housing facilities or equipment (i.e. showers, bathtubs, washing machines, etc.)

8. A Handler may be charged for any damage caused by his or her dog beyond reasonable wear and tear to the same extent that Housing charges other individuals for damages beyond reasonable wear and tear. The Handler’s living accommodations may also be inspected for fleas, ticks or other pests. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods. The Handler will be billed for the expense of any pest treatment above and beyond standard pest management in the residence. The University shall have the right to bill the Handler’s account for unmet obligations under this provision.

9. Service Animals in Training in training may not be left overnight in University Housing to be cared for by any individual other than the Handler. If the Handler is to be absent from his/her University residence overnight or longer, the animal must accompany the Handler or be boarded off campus.

10. The Handler agrees to abide by all equally applicable residential policies that are unrelated to the individual’s disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.

11. USU personnel shall not be required to provide care or food for any Service Animal in Training including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal. The Handler must provide the University with the name and contact information for someone who does not reside in University Housing and who can take responsibility for the animal within 12 hours should the Handler be unable or unavailable to care for it.

12. The individual must provide written consent for the Disability Resource Center to disclose information regarding the presence of the Service Animal in Training to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual’s disability.

**Quiet Hours**

Residents agree to keep themselves, visitors, and guests from any unreasonable behavior that would interrupt the sleep or study of others during quiet hours. Unreasonable noises and disturbances at all times include, but are not limited to:

- Loud volume radios, television, stereos, vacuums, pianos, musical instruments of other amplified, mechanical or electronic equipment (including voice, computer games, or electronically enhanced equipment).

- Excessive and loud behavior such as jumping or pounding in the apartment, loud noise in and around common areas, parking lots, laundry rooms, community centers, balconies, stairwells or lobbies.

- Belligerent conduct that includes verbal or physical threats, brandishing of weapons or objects that can be construed as weapons, derogatory comments.

Residents can be fined $25 for each occurrence of non-compliance. Throughout Finals Week, 24-hour Quiet Hours are in effect and will be enforced with a $50 fee for non-compliance.

The following Quiet Hours are established for Single Student Housing:

- Sunday - Thursday 11 p.m. - 9 a.m.
- Friday and Saturday Midnight - 10 a.m.
- During finals week- 24 hour quiet hours
Rape, Sexual Harassment and Sexual Assault

Housing and Residence Life will not tolerate sexual harassment and/or assault in any form, including acquaintance rape. Sexual assault includes any unwelcome sexual advances, requests, favors, verbal or physical contact, and/or implicit or explicit conditions or terms placed on a person’s employment or education which has the effect of interfering, intimidating or creating a hostile or offensive living, learning or working environment. Sexual harassment is defined under the Utah State University Policy Number 339, Utah State University Policy Manual, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a student's academic success.
- submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individuals.
- such conduct unreasonably interferes with an individual's work or academic performance or creates an intimidating, hostile, or offensive working or learning environment.

Sexual harassment may include, but is not limited to:

- continued or repeated verbal abuse of a sexual nature
- repeated offensive sexual flirtations, advances, propositions
- graphic verbal commentaries about an individual's body
- sexually degrading words used to describe an individual
- Sexual assault/violence.

Where there is probable cause to believe that the campus policies regulating sexual assault and/or harassment have been violated, the campus will pursue strong disciplinary action. This includes suspension or expulsion from the University.

*All University employees are required to report any instances of harassment, rape or sexual assault to the Title IX Coordinator immediately when brought to their attention. To report sexual misconduct to the USU Title IX Coordinator, call 435-797-1266, email titleix@usu.edu, or report online at equity.usu.edu/report.

Remodeling of Facilities

The University reserves the right to close a Housing facility or a portion thereof for maintenance, custodial, cleaning, remodeling, or other purposes. Remodeling of housing units may occur during the academic year in close proximity to residents. Residents may be relocated as needed. No rent adjustment or compensation shall be claimed by a resident for minimal inconvenience or discomfort arising from remodeling projects, reasonable repairs, or other activities necessary to housing provided such occurrences are remedied or completed within a reasonable time.

Safety and Security

Theft is the number one crime reported on campus. Propped doors invite theft and violate fire code. It is the resident’s responsibility to keep their door(s) locked at all times to secure their room/apartment. Residents should carry their key with them at all times. Propping doors open after they have been locked or using ANY items to keep doors from properly closing (such as dead bolts or tape/magnets over the door latch or door frame) is prohibited. All thefts of personal property should be reported immediately to the University Police and the Residence Life Staff.

Utah State University will not be liable for theft or damage to personal property. Utah State University will not be responsible or liable for any damage or injury of any kind including loss of personal property, death, or bodily injury to a resident, or to a guest of a resident. Any claims for damage or injury arising from a resident's own negligence is hereby expressly waived and Utah State University and its employees are released from any and all liability for such injury.

The personal safety of residents and the physical security of the residence halls depend in part on knowledge of security precautions. Residence halls are locked at all times.

All thefts, injuries, vandalism, or acts of violence should be reported to the police immediately.

Sales and Solicitations

Housing rooms/apartments/facilities are rented as student housing, and commercial endeavors are prohibited whether for


profit or not. A commercial endeavor is a business and can be classified as:
• A showplace, location or advertising headquarters for a product (including website or voicemail).
• A place for producing a product.
• A storage area for a product to be sold.
• Taking orders for products

Students cannot use University addresses, phone numbers, or email accounts to advertise a commercial business. Also, products cannot be shipped to a University address for distribution to customers.

Absolutely no door-to-door solicitation is permitted in or on Housing facilities without prior written authorization from the Housing office. Solicitation is defined as the sale, or offer for sale, of any property or service. Solicitation also includes the recruitment of a person for any organization or business. A resident must notify Housing or Campus Police if solicitors or salespersons are on the premises.

All posted advertisements (banners, flyers, posters, etc.) must have our prior authorization. Housing may elect to approve distribution of materials or information from student organizations or campus departments (including door-to-door dissemination) which it deems of importance or relevant to residents.

Approved Ad/Flyer Locations and Manner of Display/Dissemination
Flyers may be posted on bulletin boards or other approved locations located in the common areas of the Housing and Residence Life Buildings. They should not be taped to walls, windows or other unapproved locations. Further, flyers may not be distributed door to door, including placing information under residents’ doors. Banners may be displayed in locations designated by the Residence Life Staff for each community. Housing and Residence Life permits posting flyers and banners for the primary purpose of promoting Housing & Residence Life programs and activities. These programs and activities take precedence. If space allows, banners and flyers promoting other USU Eastern-sponsored programs and activities may be displayed in the same locations.

Flyers and banners must identify the USU Eastern sponsoring organization and include contact information for the event organizer and enough details for a resident to make an informed decision about whether they want to attend the program or event such as the date, time, location, and description of the program or event. Flyers and Banners may not promote illegal conduct such as underage alcohol use, illegal drug use, unlawful discrimination or harassment, or obscenity. Flyers and banners that advertise commercial products or services or include political messages from political candidates are not permitted.

Flyers and banners posted in approved locations in residential buildings must be submitted to the Hall Director for the residential building two business days prior to the desired posting date. Any flyer or banner that has not been submitted to the Hall Director will be discarded.

Self-Care
While living in the residence halls, all residents are responsible for their own self-care including appropriate personal hygiene, mental health, management of medical conditions or illnesses, and/or disability-related personal needs. Residents are expected to utilize the various resources available to them to provide this care for themselves. Residents may not ask roommates, Housing and Residence Life staff, or other residents living within their community to be responsible for their self-care needs. Residents with the inability to care for themselves and/or who cause harm to themselves or others may be asked to adhere to a Behavioral Expectation Plan and/or leave the residence.

To request disability-related accommodation please contact the Disability Resource Center.

Smoking
The "Utah Indoor Clean Air Act" (1995) states: "a person may not smoke in a building, or portion of a building that is owned, leased, or occupied by the state or any state agency." Utah State University is a state-owned agency; therefore, all Housing property is subject to this act. Housing can levy fines in the amount of $25 for failure to comply, and/or seek eviction.

Smoking outside must take place a minimum of twenty-five (25) feet away from any building entrance, exit, air-intake, and windows that can be opened. Used cigarettes must be properly disposed of and not left on the grounds. Improper disposal is considered littering and could result in a fine of $299.
Hookahs, water bongs and vapor cigarettes are prohibited in all housing areas.

Vandalism & Defacing
Defacing, removing, or destroying University or personal property (including, but not limited to, bulletin boards, posters, stickers, door tags, etc.) is vandalism and is prohibited. Intentional damage to, or improper use of, University or personal property is also prohibited and considered vandalism.

Residents are liable for any damage that they cause to Housing and Residence Life facilities or equipment, and may need to pay replacement or restoration costs. In each case, reasonable efforts will be made by Housing and Residence Life staff to determine actual responsibility. If the individual(s) responsible for damage cannot be identified, or will not come forward, these unattributed and avoidable damage(s) to public or common areas, the building exterior, or immediately adjacent grounds will be assessed to the community and divided as a separate sanction and/or charge per resident of that community. If deemed appropriate, Housing and Residence Life staff will file a police report and legal action may be pursued.

Mischief & Pranking
Practical jokes, pranks and mischievous behavior may damage property, harm other individuals, increase work for facilities staff, and also increase the noise level and disturb non-involved residents. Because of the danger to others, dropping or throwing any object out of, into, or onto University property is strictly prohibited. Residents and guests who engage in careless, willful, or malicious behaviors may be held responsible for damages and clean-up. In addition, disciplinary action may be taken. If the individual(s) responsible for damage cannot be identified, or will not come forward, these unattributed and avoidable damage(s) to public or common areas, the building exterior, or immediately adjacent grounds will be assessed to the community and divided as a separate sanction and/or charge per resident of that community.

Individual or group pranks, practical jokes and/or mischief that may lead to any of the following are not permitted:
- Harassment
- Harm
- Damage to University and/or Housing and Residence Life property
- Damage to personal property
- Damage that requires abnormal and/or unnecessary cleaning of residence hall buildings and facilities
- Disruption to community and/or individuals

If deemed appropriate, Housing and Residence Life staff will file a police report and legal action may be pursued.