

# HOUSING POLICY

## Community Policies

The housing student agrees to observe and be bound by all the policies, rules, and regulations of Dunwoody College of Technology ("DCT"), including those stipulated in the Student Code of Conduct ("Code") within the Student Handbook ("Handbook"), Terms and Conditions within the agreement as well as any other publications by and available through DCT including all rules or modifications of rules that shall be subsequently made. Additionally, as members of a private student housing complex, there are concurrent policies that are enforced by the student housing complex, hereby known as UP Rules, University Partners ("UP") Resident Handbook. Student acknowledges that they have access to, and understand the existing rules and regulations referred to in this section.

## Housing payment agreement

Student is responsible for all payments owed (whether or not then due or to become due at any time during the Term) pursuant to the 2019-2020 Housing Payment Agreement regardless of whether Student withdraws from DCT, Student's status as a DCT student is terminated, this Agreement is terminated for any reason, or Student otherwise leaves the housing prior to the end of the Term.

Payments owed pursuant to the 2019-2020 Housing Payment Agreement include Student's liability for any damages to the Licensed Space, the apartment in which the Licensed Space is located, the Complex, or damage to personal property caused by the Student or arising out of Student's use or occupancy of the Licensed Space. Payment of the housing payments pursuant to the 2019-2020 Housing Payment Agreement shall not affect the Student's liability to pay any other charges, bills, or costs incurred during the occupancy or use of the Licensed Space or as a result of any early termination of this Agreement or revocation of the license of the Licensed Space granted to Student under this Agreement.

## Authorized Room and/or Building Access

Student agrees that they will not allow another person(s) to occupy the Licensed Space (other than as expressly allowed under this Agreement), sublet the Licensed Space, or assign this Agreement to another person(s). This Agreement cannot be extended beyond the Term.

To request a room change, Student must (1) meet with the Residence Life and Retention Coordinator regarding the request and (2) fill out and submit a Student Request to the Associate Dean of Students.

The Associate Dean of Students will notify Student of the result of the request. As a general rule, Licensed Space swaps and changes requested by Student will be considered in a timely manner. Changes can be made only under special circumstances, if alternative space desired is determined to be vacant, and if approved by the Associate Dean of Students or his or her designee. DCT will oversee the Licensed Space swap and change processes for all Students and Licensed Spaces. Unauthorized moves, unauthorized use, possession, duplication/transfer of room keys, or access devices may result in disciplinary action, a return to the original Licensed Space, and/or termination of this Agreement and eviction from the Complex. Inasmuch as possible, Student will be given 48 hours' notice prior to receiving a new roommate, except in cases where immediate relocation is deemed necessary by DCT employees.

Student acknowledges and understands that DCT shall have the right at any time to transfer or administratively move Student to another

space and that occupancy of the new Licensed Space shall be subject to all Terms and Conditions herein, with the exception that the financial charges assessed will be adjusted where appropriate.

Pursuant to the Administrative Interim Suspension provision of the Handbook, DCT shall have the right to place Student on an interim suspension when there appears to be an immediate threat to the physical or emotional safety of students, staff, faculty, college property, or another member of the larger civil community or when there appears to be an immediate threat to the free movement of any member of the college community. If Student is placed on an interim suspension, Student must immediately vacate the Licensed Space. Immediate or eventual return to the Complex is at the sole discretion of the Dean of Students or his or her designee.

If Student's behavior or actions disturb the peace of the Complex or Licensed Space, or requires excessive or continuing intervention from the Residence Life and Retention Coordinator, and/or DCT employees, and/or UP staff, Student may receive sanctions from the Dunwoody Policies. If found in violation of one or more Dunwoody Policies and/or UP Policies, Student may be removed from the Licensed Space and Complex, in addition to other appropriate sanctions.

The use of the Complex and the Licensed Space are limited to residential student housing use, and are not to be used for any business or commercial use. This includes conducting any online business. Student agrees to follow the "Information Technology Policies" as found in the Handbook. Student organization fundraising activities may be authorized following standard student organization fundraising guidelines, if permitted by the owners of the Complex. Non student organization fundraising is not allowed in Complex or Licensed Space

## Visitation Policy

Visitors include non-residents of a specific room or unit, including, but not limited to, other DCT students as well as individuals not enrolled in DCT, including parents and siblings. Visitors must be over eighteen years of age. The student will be held responsible for the behavior of their visitors and for their visitors' adherence to DCT Code and Handbook and UP's Residential Handbook and federal and/or local law. Visitors are allowed from 7:00 am until 10:00 pm Sunday through Thursday and from 7:00 am until 11:59 pm on Friday and Saturday.

The student may not have overnight visitors for more than eight (8) nights per month. Overnight visitors may stay for no more than four (4) consecutive nights in any two week period. Visitation is limited to no more than two overnight visitors per licensed space and not per resident. Prior notification to DCT employees must be made in advance and in writing at least 48 hours before the overnight visitor arrives. The student must also have approval from all roommates present at the time of overnight visitor and not violate their agreed upon Roommate Contract agreement on overnight visitors.

## Room Care and Condition

Student is responsible for the care and condition of his/her Licensed Space and any common areas within the apartment/unit in which the Licensed Space is located. If a Licensed Space becomes excessively unsanitary so as to create health hazards, it will be ordered to be cleaned by Student or by professional cleaning personnel, if necessary, at Student's sole expense. In the event Student fails to adequately clean as ordered or fails to complete such cleaning within the timeframe established by DCT employees, then DCT reserves the right to complete the cleaning and charge Student for all associated costs. Student may be also subject to administrative/disciplinary action. As mentioned in

above, 'Visitation Policy', Student is responsible for all of his/her visitors' behavior which includes cleanliness.

Student is responsible for damage beyond normal wear and tear to the Licensed Space or the Complex. Student is responsible for maintaining the condition of his/her Licensed Space and submitting maintenance requests to UP if there are maintenance concerns. If Student litters, defaces, or damages common areas, the Licensed Space, or any other area of the Complex, then Student will be charged for the cost associated with any repair, cleaning, or replacement and any administrative fees associated with the repair, cleaning, or replacement. Upon move-out from the Licensed Space or earlier termination of this Agreement and the right to use the Licensed Space, Student will deliver the Licensed Space in good and clean condition with all of Student's personal property removed.

Student may also be subject to administrative and /or disciplinary actions for damages caused. For damages in shared spaces within the Licensed Space, charges may be billed equally amongst all residents in that Licensed Space and/or apartment/unit unless a specific student claims responsibility. Student will not misuse any appliances. Student understands that Student is solely responsible for the timely payment of any and all utilities to the Licensed Space and/or the apartment/unit in which the Licensed Space is located whether paid directly to the utility or service provider or DCT. Student will immediately notify DCT employees or UP of any damage to the Licensed Space or Complex or interruption of utilities (beyond weather events) upon learning or discovering such damage or interruption.

Student acknowledges, by entering into this Agreement, that they have access to UP's Residential handbook and the following sections; 'Your apartment home', 'Your Community', 'Protecting Yourself', and 'Maintenance'. These sections highlight the Student's rights and responsibilities for keys, maintenance, trash, decorating walls, HVAC issues, and general room care and condition.

## Personal Property of the Student

DCT will not in any event or at any time be responsible for any damage to personal property of the Student or of any other person by reason of fire or other casualty, or for any damage or theft or other loss of such personal property. DCT strongly recommends that the Student maintain fire, casualty, theft, and personal loss insurance (renters' insurance) covering his/her personal property which is located in or about the Licensed Space or Complex. DCT will not hold personal property left behind by the Student after they move out for any length of time and reserves the right to discard or donate such personal property to charity without notification if alternate arrangements have not been agreed upon in writing with DCT employees.

## Prohibited Items

The following items are prohibited: water beds, television antennae placed outside of the Licensed Space, any chemical, liquid, or solid identified as hazardous, candles with or without a wick, incense, dart boards, halogen lamps, sun lamps, space heaters without a safety feature, weight lifting equipment, live holiday decorations, and inflatable pools. The student has access to bicycle racks and is not permitted to store or maintain bicycles in Licensed Space. See weapons "Explosives/ Weapons" and "Drugs and Alcohol", below for additional prohibited items. Pets, of any kind, are not allowed in the Licensed Space, see "Emotional Support Animals" for more details.

## Explosives/Weapons

Weapons are not permitted. Objects with potential to cause bodily harm to a person are not allowed in the Licensed Space, Complex,

or Complex parking lot. Such objects include, but are not limited to ammunition, fireworks, explosives, firearms, BB/Pellet guns, shotguns, stun guns or tasers, knives, bows and arrows, water guns, paintball guns, various martial arts weapons, decorative weapons, and objects deemed threatening in nature by DCT employees.

## Drugs and Alcohol

DCT prohibits the possession, use, sale, manufacture, or distribution of illegal drugs, narcotics, and alcohol on school property or as part of any school activity, regardless of location or age of resident. This includes being under the influence of alcohol. The possession of drug and alcohol paraphernalia is also prohibited. This includes items that are used or could be used in connection with drinking games, or rapid, mass, or otherwise dangerous consumption of drugs and/or alcohol. This section also relates to medical marijuana. Marijuana is classified as an illegal drug under the Federal Controlled Substances Act. In addition, the possession, use, manufacture, sale, or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited. DCT reserves the right to confiscate, retain, and dispose or/destroy any and all drug and/or alcohol-related items regardless of value or ownership. DCT reserves the right to call local authorities such as the Minneapolis Police Department if DCT deems necessary to report illegal activity. The Complex is tobacco-free with designated tobacco use areas outside of the facility.

## Subletting

The student may not assign, sublet, or transfer anyone, including but not limited to other DCT students, this Agreement or any of its rights and obligations. A Student who violates this section will be liable for all expenses incurred by DCT for removal of any third party and may be charged for the full length of the Agreement, even if Student has vacated the Licensed Space.

## Cohabitation

Cohabitation is not allowed in the Complex. Cohabitation is defined as a person using the Licensed Space as if that person were living in the room but not actually being assigned as a resident of that Licensed Space or room.

## Sexual Harassment and Sexual Assault

Sexual Harassment and sexual assault are not tolerated. Student acknowledges, by entering into this Agreement, that they have read and have access to DCT Code and Handbook which contains a comprehensive sexual harassment and sexual assault policy (<https://catalog.dunwoody.edu/catalog-student-handbook/student-rights-responsibilities/unlawful-harassment-sexual-conduct-policy/>); and Student has completed mandatory online Title IX training prior to the start of the academic year.

## Emotional Support Animals in the Complex

The student requesting an emotional support animal must notify the Associate Dean of Students ([jrichardson@dunwoody.edu](mailto:jrichardson@dunwoody.edu)) for the approval process. As mentioned in "Prohibited Items", pets are not allowed.