This agreement is entered into between Delaware State University and the resident named below.

As described in the Delaware State University handbook and supplements, housing at the University is coordinated by the Department of Residence Life, which has the authority to implement this Agreement and carry out the Rules and Regulations governing Residents in compliance with state and federal law. The University does not stand “in loco parentis” to Residents under this Agreement or general in the operation of the University.

The purpose of this Agreement is to set out the terms and conditions for on-campus residence.

1. TERMS OF OCCUPANCY. The University grants the resident the right to occupy the appropriate part of the assigned Residence Hall on the terms and conditions of this Agreement and the Handbook. This agreement obligates the Resident the Resident for the entire Academic Year or until Termination. This Agreement grants a conditional and temporary occupancy and not a right of possession.

This Agreement is conditioned on the resident observing the Rules and Regulations in the Handbook, other posted Residence Hall Regulations, and the laws of Delaware and the United States. As a further condition, the Resident accepts the authority of the Department of Residence Life, University Police, and other staff as to the standards of conduct among all Resident members of the University Community.

Residents will observe times during the Academic Year when the Residence Halls are “closed”. The University shall assign each room and reserves the right to move the Resident to another room at any time. Single rooms may be assigned based on availability for an additional cost.

2. PAYMENTS. As a condition of this Agreement the Resident shall have paid a deposit. The balance of the charges shall be paid to the University in accordance with the payment terms and policies set by the Student Housing Accounting Office. Any refunds of payments are made under the policy stated in the Handbook administered by the Student Accounting Office.

3. CONDITIONS. The Resident is responsible for maintaining his/her assigned room and furnishings clean and free from damage. The Resident agrees to pay charges assessed for damages or special maintenance necessary due to misuse or abuse of facilities beyond normal wear and tear and any damage will be assessed under the procedures of the Department of Residence Life. Unauthorized construction or changes to rooms will be treated as damage. At the end of the Academic Year the Resident will leave the assigned room “broom clean” and in good order and repair, reasonable wear and tear expected. Personal property left in a room at the end of the year will be considered abandoned or trash. An inventory of the room will be completed on occupancy and shall be the basis of determining the condition of the room on departure. On departure if the Resident does not return the room key, he/she will be subject to a fee of $100.00 plus replacement costs.

As a Delaware State University First Year Student you are required to complete fifteen (15) volunteer hours per semester and complete the Alcohol Awareness Program. The volunteer hours may be completed within your residence hall, as a service to the campus, or in service to the off-campus community of Dover. You must report these hours to your Residence Manager. All residents must attend a minimum 3 programs per semester.

4. INSPECTION. From time to time the University whether the maintenance staff, Security, or the Department of Residence Life may enter and make inspections, repair, or improvements of rooms to ensure that the condition of the room and conduct of the Resident conforms to the requirements of this Agreement, the Handbook and state law. The University respects the Resident’s right to privacy and will make a reasonable effort, to give twenty-four (24) hours notice of a cleanliness or damage inspection. Entry and search of rooms by the University for purposes of discovering violations of University Regulations, local, state, and federal laws or recovery of property will be conducted in accordance with University Policy. University policy does not control the actions of local police, state or federal law enforcement officers and authorities who, by law, may enter University property.

5. RISK or LOSS and INSURANCE. The University does not carry liability insurance for any Resident or insure Resident’s property. The University assumes no liability or risk of loss under this Agreement. The University recommends that each resident make his/her own arrangements as to coverage under liability, property and casualty insurance. (Each Student at the University is expected to carry his/her own medical insurance coverage as a condition of enrollment.)

6. MEAL PLAN. As a condition of this Agreement the Resident agrees to purchase from the University the meal plan under the procedures and fees set forth in the Handbook.

7. TERMINATION. This Agreement shall terminate at the end of the Academic Year. The University may terminate this Agreement at any time without notice if the Designated University Official shall determine that:

(a) The Resident has been arrested or charged (whether or not convicted) with a crime involving a felony or moral turpitude or where the circumstance suggest that the Resident or other Residents may be at risk in some way by the Resident remaining in the Room; or
(b) The Resident has not complied with the federal, state and municipal laws and ordinances, and with the University Policy regarding the possession, use or distribution of illicit drugs or alcohol.

The University may terminate this Agreement at any time with or without twenty-four (24) hours written notice delivered to the Resident of the room if the Designated University Official shall determine that:

(a) The Resident ceases to be enrolled as a full-time day student at the University in good standing with all tuition, fees and charges paid: or
(b) The Resident is DISMISSED FROM THE UNIVERSITY FOR ANY ACADEMIC, DISCIPLINARY OR OTHER REASON:
(c) The Resident withdraws from the room or if the Resident shall vacate the room for one week or longer other than during a vacation without written permission of the Department of Residence Life.

The University may terminate this Agreement at any time on ten (10) days prior written notice delivered to the Resident or the Resident of the Room if the Designated University Official shall determine that:

(a) The Resident or the Resident’s guests have violated University Rules and Regulations as set forth in the Handbook or posted Residence Hall Policies; or
(b) The Residence in which the room is located is to be closed for the remainder of an academic semester or the Year.

The Resident may terminate this Agreement if the Resident withdraws as an enrolled Student at the University and gives notice, which is received and accepted at a departure interview conducted by the Department of Residence Life.

8. UNIVERSITY REMEDIES. On Termination the University may at its option:

(a) retain as liquidated damages all deposits and moneys paid under this Agreement; or
(b) reenter the room and remove the Resident and any personal property or possessions of the Resident to storage and or any or all other persons there from and to recovery possession of the Room thereof without legal proceedings and by use of such force for the purpose as the University, its Security Office and other staff deem appropriate; or
(c) reassign the room applying any new proceeds (as distinguished from payments by another resident who moves from one room to another) first to the payment of costs and expenses of re-entering and in making such repairs or alterations as may be necessary and then to the payment of the housing fees due under this Agreement, and the Resident will remain liable for any deficiency; or
(d) pending the payment of any moneys due withhold the Resident’s certificate, degree, transcript, etc.; or
(e) enter an amicable action of ejection and confess a judgment of ejection for possession; and
(f) the University shall also have the right to employ any other remedy at law or in equity in the event of default or breach of this Agreement by the Resident.

The various rights, remedies, options and elections of the University are cumulative. The failure of the University to enforce strict performance by the Resident of any of the conditions and covenants of this Agreement or to exercise any election of option or to resort to any remedy, or the acceptance by the University of any installment of the housing fees due, any default or breach by the Resident, in any one or more instances, shall not be a waiver, estoppel or a relinquishment for the future by the University of any such conditions and covenants, options, elections, or remedies.

IN WITNESS WHEREOF the University and the Resident executes this Agreement intending to be legally bound thereby;

Resident:

Print Full Name Signature Date

Residence Hall and Room Number

University:

Director of Residence Life Date
Standard Residence Halls Rules and Regulations

Room Changes:
Changes in room assignments during the semester will be considered only in unusual circumstances and are subject to the availability of space. Any request for room assignments must be submitted in writing (Room Change Request Form) to the Resident Manager of the building you are requesting.

Residence Hall Withdrawals:
Residents are required to vacate their rooms within twenty-four (24) hours after loss of student status or twelve (12) hours after last final examination and must follow check-out procedures. Any entry to a room after check-out or during periods of building closure, without authorization, is prohibited.

Check-out Procedures:
1. Return all furniture to its original position.
2. Clean out drawers, closet, empty trash and leave the room in broom-clean condition. Students will be charged an excess cleaning fee if the room is unclean.
3. Remove all personal property from the room.
4. Lock the door and turn in your key to the staff person on duty. Be sure to get a receipt for your key. All keys not returned will be a $100.00 fine.
5. Complete and sign the departure portion of the Room and Furnishing Condition Report.

Failure to check-out appropriately will result in a fine.

Visitation Policy:
All residence halls work under a no curfew system. Visitors may be entertained in the main lounge/lobby of the residence hall during these hours:

- Sunday through Thursday: 11:00 a.m. – Midnight
- Friday and Saturday: 11:00 a.m. – 2:00 a.m.

All students who are in the stated areas must be fully dressed. Housecoats and robes may be worn after the stated hours.

Intervisitation:

As approved by the Board of Trustees, February 7, 1971, and later amended, residents may entertain guest of the opposite sex in their room according to this schedule:

- Sunday: 1:00 p.m. – Midnight
- Monday: 4:00 p.m. – Midnight
- Friday and Saturday: 4:30 p.m. – 2:00 a.m.

Residents are responsible for the conduct of their guest, and their adherence to residence hall rules and visitation procedures. Visitation privileges may be temporarily suspended by the Resident Manager of a building for specific individuals or groups within that building. There will be no visitation if one or more staff members/students workers are not on duty.

To ensure efficient operation under the provisions the guidelines have been established and will be strictly enforced.

1. All visitors must receive a visitor’s pass from the residence hall office, and be registered in the “VISITORS LOG” before being escorted to a resident’s room. The visitors MUST leave a picture I.D. card at the office in order to receive the pass.
2. Parents visiting the residence hall must leave some form of I.D. in the residence hall office. All children who accompany the adult(s) must sign in with the adult(s) and remain in their care for the full time of their visit. Visitors that are 16 and above must have a picture I.D.
3. Visitors under 16 years old are permitted to only visit the lobby area. The University does not permit visitors under 16 to stay overnight.
4. Baby-sitting is strictly prohibited.
5. A visitor is permitted to ONLY enter the room that is stated on their pass.
6. Each resident is permitted a maximum of two (2) visitors.
7. Residents and their guest must be appropriately dressed in the room during visitation hours.
8. No visitors are permitted to use bathrooms that are designated for the opposite sex. Restrooms for the opposite sex are located in the lobby area of the building.

Alcohol Policy:
Although the drinking age in the state of Delaware is 21, University regulations prohibit any student from processing or consuming alcohol in the residence halls regardless of age. Any student found to be in possession of or consuming alcoholic beverages on campus will be subjected to University disciplinary action and/or criminal action.

Zero Tolerance Items:
Residents who are found in violation of the following infraction will be suspended or permanently removed from all residence halls.

- Physical Altercations
- Possession, use, distribution or sale of any illegal/unauthorized drugs
- Sexual Assault and Harassment
- Disrespect to staff
- Illegal Parties in residence hall rooms
- Three (3) minor infractions
- Weapons of any kind
- Open flames, burning incense
- Electrical Appliances (as outlined in your Student Handbook)
- Malicious Activation of the Fire Alarm system
- Smoking in student rooms
- Propping open of exteriors door
- Horse playing
- Gambling of any form
- Any Behavior that is not becoming of a Delaware State University Students

Room Entry/Inspection:
The University reserves the right to have representatives and agents, duly and specifically authorized by the President or Vice President for Enrollment Management and Student Affairs, enter the housing space at any time for inspection, maintenance and repair of living quarters and contents, and for the purpose of administering the terms of this contract and other University regulations consistent with the resident’s constitutional right to be free of unreasonable search and seizure. When possible, an advanced notice of twenty-four hours will be given prior to room inspection.

Identification Cards:
All residential students are required to carry their I.D. at all times. If an Official of the University requests your I.D., you are required to produce it. Failure to do so will result in Disciplinary Action.