

# Terms and Conditions/University Housing and Dining Contract

Please read all provisions of this Contract as you are legally bound by these terms and conditions for the entire academic year.

The University reserves the right to change or alter the terms or conditions of occupancy during the Contract term for reasons it deems necessary. Residents agree to the terms of this Contract when they accept admission into Delaware State University. The Contract remains in force until the Resident is no longer a student at Delaware State University.

## 1. TERMS AND CONDITIONS

The Housing Contract (referred to as Contract) is made between Delaware State University (referred to as University) and the student (referred to as Resident) signing the Contract.

At Delaware State University we believe that education involves (1) responsible citizenship in the University community (2) the personal enrichment of each Resident (3) experience and participation in independent processes, and (4) the development of a lifelong companionship with people and ideas. The Department of Housing and Residential Education program at Delaware State University contributes significantly to the achievement of these educational goals. Delaware State University does not discriminate on the basis of race, color, religion, disability, sex, age, marital status, sexual orientation, political affiliation or national or ethnic origin in the administration of its housing facilities.

This Contract has been prepared to provide you with information regarding the policies and regulations that have been adopted in order to carry out these educational objectives. All Residents are responsible for the content, procedures and policies of this Contract. All decisions affecting University policy will be posted on the University Web site at [www.desu.edu/housing](http://www.desu.edu/housing). Residents are responsible for information contained in the Community Standards Handbook, student email messages, voice mail messages, and any notices sent to rooms/apartments or posted in living/common areas.

The University will provide a room accommodation to the Resident for a period of one academic year (fall and spring term) exclusive of vacation periods or any other period when the University is officially closed unless the Resident has been approved for housing outside the academic year. An additional fee will be assessed for housing provided outside of the regular Contract period. Residence hall service, including access to the assigned hall and/or room begins on the official Opening Day announced by the Department of Housing and Residential Education and/or University calendar which specifies all opening and closing dates. Failure to comply may result in disciplinary action and/or an imposed fine. **Early check-in is NOT permitted.**

Housing is not guaranteed to Residents who have chosen or have been required to leave their assigned room/apartment and/or suite for reasons including but not limited to moving off campus, commuting to and from campus, disciplinary and/or academic removal. Residents who would like to return to housing after time away must submit a housing application. The student may be placed on the housing waiting list or may be placed in available spaces at the discretion of the housing office before or during a semester.

## 2. MEAL PLAN

It is University policy that all Residents residing in University housing participate in the dining program with Resident Dining Plan (excluding DSU Courtyard Residents).

To change a meal plan prior to school opening, and within the first two weeks of the semester, you must contact the University Housing Office at 302.857.6326. Residents requiring a special diet due to medical reasons must contact the Dining Services Dietitian at 302.293.2096 to inquire about accommodations.

## 3. FRESHMAN HOUSING

Any undergraduate student who is accepted at the University as a full-time student may enter into this Contract subject to room availability. Room and board is available on a combined basis for residence hall Residents as mandated by Delaware State University. This Contract may not be transferred or assigned. **NOTE:** All first-year students (including transfer students with fewer than 29 transferable credit hours) are required to live in University housing. The following exceptions apply with verification:

1. Students who will be residing with parent(s) and/or legal guardian within commuting distance;
2. Married students;
3. Students with children;
4. Students 21 years of age or older.

## 4. UPPERCLASSMEN HOUSING

Upperclassmen students are welcome and encouraged to live on campus. Sophomore, junior and senior students make up over half of the total Resident population in the University community. This makes for a positive mix of fresh ideas, peer mentoring and the passing down of community traditions!

The DSU Village and The DSU Courtyard are available to upperclassmen with 30 or more semester hours. These units, located adjacent to the main campus, are under the supervision of the Department of Housing and Residential Education.

Any exceptions/modifications to residency requirements are determined by the vice president of Student Affairs and the Department of Housing and Residential Education.

## 5. HOUSING ASSIGNMENT

The University Housing Office is responsible for developing and implementing a process in assigning University housing to students. While efforts are made to honor residence hall and roommate requests, the University reserves the right to make assignments, reassignments or adjustments that may be deemed necessary. Each student agrees to meet the terms of the room assignment procedure as publicized by the Department of Housing and Residential Education. Failure to meet these terms may forfeit the student's right to a housing assignment. Failure to honor a preference will not void the Contract.

In order to accommodate a maximum number of students and to effectively use existing facilities, the University reserves the right to assign students to short-term or temporary housing according to applications and permanent space availability. Withdrawals and cancellations will usually permit these students to be transferred to permanent rooms or apartments. The University reserves the right to consolidate vacancies by requiring Residents to move from single occupancy to other accommodations. The University reserves the right to change room assignments to promote the well-being and safety of Residents, to maintain, operate, renovate or repair facilities, to establish a special interest building, floor, unit or section, to convert rooms for occupancy by the opposite sex, to fill an apartment, room or suite, for disciplinary reasons caused by the Resident, for unresolved incompatibility of roommates, or for any other reasonable purposes. When roommate conflicts occur and the Residents cannot resolve their differences, the Department of Housing and Residential Education may choose to move one or all Residents of the room/apartment to any vacant spaces. **Residents will be responsible for any differences in costs.**

When a vacancy occurs, the University reserves the right to assign a new occupant. If the Resident assigned to the room/apartment is resistant to the new occupant moving in, the current Resident may be charged the cost of a single space. This open space should be readily available with no inconvenience to the newly assigned Resident. It is the responsibility of the student assigned to the room to ensure the readiness of that space. Failure to prepare the space for a new occupant may result in a fine and/or disciplinary action.

**Residents are prohibited from subletting any University Housing Premises.** University Housing Premises cannot be occupied by anyone other than the assigned Resident(s). Residents cannot use or permit the University Housing Premises to be used for any purpose other than that of a private dwelling. Residents who violate this policy may face removal from Housing and/or Judicial disciplinary action.

The University reserves the right to restrict access of a guest into a residence hall based on current or previous academic performance or judicial history.

The University reserves the right to change room assignment at the conclusion of an academic year.

## 6. CONDITIONS OF OCCUPANCY

Student occupancy in University housing is conditioned upon continued full-time registration, good academic standing, compliant with all the rules and regulations of the University, and all financial obligations must be paid prior to the beginning of each semester. *(Room assignments may be cancelled by the University if the balance is not paid by the stipulated due date or if alternate payment arrangements have not been approved by the University's Office of Student Accounts).*

With the exception of Residents of DSU Courtyard and Village, University housing space is provided only when the University is in session. During official closing dates, Residents must vacate their living space. This includes Thanksgiving Recess, Winter Recess, Spring Recess, Summer Recess and when otherwise stipulated by the Department of Housing and Residential Education.

Residents with a legitimate academic need or with severe or extenuating circumstances can submit their request in writing to the University Housing Office. All requests for exceptions must be turned in at least 10 business days before the break and are not necessarily guaranteed. At the end of each semester, Residents are required to leave no later than 24 hours after their last final exam or at the official time the residence halls close, whichever comes first.

University housing facilities will close as announced by the Department of Housing and Residential Education. Residents must vacate their living space by the time indicated in the posted "closing" notice. Failure to vacate and properly secure the room may result in an imposed fine and/or judicial action. Opening times will be announced in writing in advance. Residents are not permitted to enter University housing facilities prior to the official "Opening Day" of the residence halls. Request for exceptions must be presented in writing to the Department of Housing and Residential Education no later than 10 days prior to the opening of the residence halls. **NOTE:** Submitted written requests are not necessarily guaranteed. Residents who are granted exceptions to arrive early, stay late or occupy space during a break period will generally be assessed a fee of \$50.00 per night of occupancy. A \$100.00 per night fine will be assessed to those students who occupy University housing facilities without authorization.

## 7. CONTRACT TERMINATION

### A. Cancellation

The University will terminate the Contract prior to the expiration date for any of the following reasons:

- Resident is enrolled in a University sponsored study abroad program
- Resident withdraws or has a leave of absence from the University
- Resident has been deleted from the University's system for nonpayment and has failed to meet financial obligations.
- Resident is academically dismissed from the University
- Resident graduates from the University

**Note:** Residents that are graduating have the option of remaining until the end of the University Housing Contract or upon written request elect to be released from the Contract on a date not earlier than May 31st. Room charges will be prorated based on the date of move-out. (December graduates are to move out on or before Dec. 31st of the current academic year.)

- A Resident removed for disciplinary reasons prior to the expiration of the Contract will be held accountable to 100% of room costs and 100% of the board Contract for the corresponding semester. If the Resident is appealing the dismissal, they may retain their residency, if it is deemed the Resident poses no threat to him/herself or the campus community, until the final decision has been made. If the appeal decision is upheld, the Resident has 24 hours after official notification to vacate the premises.
- Room and board fees are prorated on a weekly basis to a Resident withdrawing from the University. Students who withdraw from the University are required to vacate the residence halls within 24 hours.

### B. Contract Violation

The University reserves the right to use a student's disciplinary status (i.e., violation of University/Housing ordinances, regulations, and/or policies) and/or history of criminal activity (i.e., felonies, sex crimes, violent acts, or other similar offenses) as a factor in providing or terminating on-campus housing.

#### Procedures for Contract Violations

As authorized by the University, the Department of Housing and Residential Education staff is responsible for investigating cases in which Resident(s) allegedly violate the terms and conditions of the Housing and Dining Contract. The Resident is informed in writing of the alleged violation and has up to 3 days to respond to the allegations. Based on the information gathered, the Department of Housing and Residential Education will issue the Resident an outcome in writing.

## 8. ROOM/APARTMENT CHANGES

Room changes are generally permitted throughout the academic year except for designated periods during the semester as stipulated by the Department of Housing and Residential Education. Residents must follow the policy and procedures in room changes as advertised by the Department of Housing and Residential Education. Room changes will not be permitted for the first three weeks of any semester to allow the Department of Housing the opportunity to finalize occupancy. Room changes will not occur while students are in temporary housing.

Residents are prohibited from vacating, exchanging, or transferring rooms/apartments without prior written authorization from the Department of Housing and Residential Education. Residents who are not granted authorization may face disciplinary action through the University Judicial System and/or have a fine imposed. Residents who withdraw from University housing without proper authorization from the Department of Housing will be assessed a \$50.00 improper checkout fee.

## 9. VEHICLE PARKING

These regulations apply to the owner(s) or registrant of a vehicle as well as any individual (spouse, relative, and friend) who operates the registered vehicle if owned or registered to another individual.

Residents with less than 30 credit hours are not allowed to secure a parking permit or to park on campus. Residents who are eligible to obtain a parking permit and are allowed to park on campus must obey all posted parking and speed regulations and park in the designated parking areas.

Only one properly tagged and functioning passenger motor vehicle or truck (with no commercial lettering) not in excess of 3/4 ton GVW (Gross Vehicle Weight) is permitted. Trailers, campers, or boats are not permitted.

Residents are prohibited from using any parking area on University property for the storage or repair of any motor vehicle or other property, and the Resident will remove any unauthorized vehicles or other property from said parking areas promptly at the request of University officials. If a Resident fails to comply with the parking policy, the Resident will be responsible for paying any citations issued by Delaware State University.

Unauthorized vehicles or other property towed or removed and stored will be done at the risk and expense of the owner. Any vehicle or other property parked or stored so as to block or inhibit access to any dumpster or fire lane will be towed or removed at the owner's risk and expense. Residents are required to obtain a Delaware State University parking permit each semester/year and adhere to all parking rules and regulations. Residents are liable for any interference with or vandalism of security devices, gates, etc. by Residents and/or other guests.

## 10. MATERNITY POLICY

The intent of this policy is to promote the safety and well-being of all students attending Delaware State University. This policy specifically refers to a Resident who is pregnant or becomes pregnant while occupying University housing.

**Prenatal care will not be provided by the University's Student Health Center, and the University assumes no liability or responsibility for the Resident's pregnancy, including but not limited to: prenatal care, miscarriage or other complications, termination of pregnancy, or birth.**

**The following conditions must be adhered to in order to maintain occupancy in University housing:**

1. The Resident must be able to comply with all policies and procedures standard to residential living.
2. To ensure the health and safety of the Resident, it is strongly recommended that they continue to receive prenatal care while at school and obtain a local provider. Transportation is the individual's responsibility. In the event of an emergency, an ambulance will be called. All costs incurred will be the Resident's responsibility.

**Delaware State University does not permit children of any age to live in University housing.**

## 11. CHECK-IN/CHECK-OUT REQUIREMENTS

Residents are responsible for check-in and check-out of assigned rooms as stipulated by the Department of Housing and Residential Education. At the time of moving in and out of halls/apartments all Residents are required to complete a Room/Apartment Condition Report form. Failure to do so prevents verification of room condition at the time of move in to be compared against the room condition at the time of move out. In such cases, occupants must accept the University's assessment of damages. Residents who choose to fill out an express checkout form waive their right to appeal any damages. A final inspection and damage assessment by the University professional staff of all rooms/apartments will take place after all Residents have vacated the University housing.

## 12. KEYS/LOCKS

The University provides a lock, considered safe by the industry, for the exterior door of each room or apartment in University operated housing facilities. The Resident agrees to neither add additional locks or other security devices on any doors (including bedrooms, etc.) nor change any existing locks. **The duplication of any keys is strictly prohibited.** Each Resident must return all keys (apartment/room, mailbox) at time of move out, authorized room change, or upon withdrawal from the University. During check-out procedures, room and apartment keys must be turned in at the time stated in the guidelines stipulated by the Department of Housing. Failure to return all keys will result in a fee assessed to the Resident for a door lock replacement and a new set of keys. In the event the Resident loses a room/apartment key, he or she must report this to the Residence Director immediately and follow the guidelines stipulated by the Department of Housing and Residential Education to be reissued a key. A fee will be charged to occupants for replacement of lost keys and/or door lock replacements.

### 13. ROOM AND APARTMENT PAINTING/FURNISHINGS/CARE

Rooms, apartments and suites are supplied with appropriate furniture and furnishings, as determined by the Department of Housing and Residential Education. Residents are not permitted to remodel, paint or make any structural changes to the inside or outside of Housing premises. Residents cannot attach, detach or remove any furniture from Housing premises or repair any damages. Residents are not permitted to remove any furnishings, appliances, or equipment from their living premises or any other part of the University.

**The University has the right to enter resident rooms, apartments and/or suites for repairs, general maintenance of residential facilities, cleaning, and/or health & safety inspections.** The Resident should report all maintenance concerns to the Facilities Department through the University's Web page. Residents are responsible for maintaining a clean & sanitary room or apartment, which is expected to be returned in the same clean condition upon move out from University housing; normal wear and tear excluded. Damages created in a room, apartment and/or suite must be repaired by the appropriate University Designee. Residents are prohibited from making their own repairs.

### 14. ROOM, APARTMENT AND SUITE INSPECTION

The University reserves the right to take appropriate steps to resolve unsafe or unsanitary conditions. A Resident's right to privacy will be respected; however, in cases when the University becomes aware of reasonable information suggesting a Resident may be in violation of University policy and/or the Housing and Dining Contract, the Department of Housing and Residential Education or Public Safety, or Designee, may authorize a room/apartment inspection.

The University reserves the right to enter and inspect rooms without notice for purposes of (1) repairs, maintenance, facility improvements, (2) recovery of University/state/local government owned property not authorized for use in the assigned space, (3) fire, health, and safety inspections made periodically, as well as hall closing/vacation periods, (4) emergency, when there is a reasonable basis for believing that an emergency exists (including but not limited to fire, accidents, sickness, or danger to the health and welfare of Residents), (5) inspection; rooms or apartments that are not kept in an acceptable manner may be subject to weekly or bi-weekly inspections and/or Residents may be reassigned, and (6) violation, when there is a reasonable basis for believing that a University policy is being violated.

### 15. DAMAGES

Residents are encouraged to obtain Home Owner or Rental Insurance in case damages occur to personal property. Residents will be responsible for damages and cost of repairs made by the Resident to Housing premises or University operated property with the exception of normal wear and tear during the agreed upon time of occupancy. Each Resident is responsible for damages inflicted by their guest(s). The cost of repair(s) completed during the agreed upon time of occupancy will not be taken from any Deposit but will be paid by the Resident upon completion of the repairs. Damages made by Residents during or at the end of the academic year or when a Resident withdraws or graduates from the University must be paid by the Resident.

Residents will be assessed a charge for any conditions that exist in the living premises at the end of their occupancy. Conditions include but are not limited to:

- A. Unassembled or missing furniture
- B. Personal belongings/furniture left in room/apartment
- C. Room left in an unsanitary condition requiring excessive cleaning of floors, carpets, walls, etc.
- D. Painted room
- E. Damaged or missing ceiling tiles
- F. Damaged or missing smoke detector or sprinkler system
- G. Damaged or removed window blinds and/or screens from windows
- H. Cinder blocks left in room/apartment
- I. Fumigation due to illegal pets
- J. Writings, graffiti, or damage in room, apartment, suite and/or on door, walls, floors or furniture
- K. Patching and painting of holes
- L. Repair/replacement of appliances

The Resident agrees to responsibility for malicious damage, if the responsible person is not determined. The Resident(s) will be charged on a prorated basis for the cost of repair. This shall be assessed to the Resident at the sole discretion of the Department of Housing

and Residential Education. Damages that occur in a common area will be repaired at the cost of all the Residents residing in the living space. Each Resident will be assessed his or her proportionate share of the responsibility for such damage.

**NOTE:** Any Resident who appeals a damage charge must submit an appeals request in writing to the Department of Housing within 10 business days after the date the charge was assessed. Appeals submitted after 10 business days will not be reviewed, charges will not be reversed and monies will not be reimbursed.

### 16. LIABILITY/RESPONSIBILITY FOR PERSONAL PROPERTY

The University assumes no legal obligation for damage, theft, or loss of personal property.

**Residents are encouraged to obtain appropriate insurance and are urged to lock his or her room/apartment at all times.**

This includes but is not limited to:

- Food items that may spoil due to a power outage or power/electrical issues.
- If the Resident fails to remove all of his or her personal property within the 24 hours.
- Vacating or withdrawal from the University or University housing, the Resident must remove his or her personal property within 24 hours. Any property left will be deemed abandoned and will be disposed of.

### 17. STORAGE OF PERSONAL ITEMS

Residents are responsible for removing their personal belongings from University housing over the summer recess unless Residents have been granted summer housing. The University reserves the right to request Residents to remove their personal property from University housing at any time. The University is not responsible for the damage, loss or theft of any personal property.

### 18. HOUSING TERMS AND CONDITIONS

The University may impose the following sanctions to Residents found responsible for violating the terms and conditions of the Contract:

1. Educational Discussion
2. Official Written Reprimand
3. Conduct Probation
4. Deferred Removal
5. Temporary/permanent reassignment to another room/apartment and/or suite
6. Termination of Contract: Residents involved in non-severe circumstances have a minimum of three days to vacate their assigned room. Residents involved in severe circumstances have a maximum of 24 hours to vacate their assigned room. Severity shall be determined by the Department of Housing and Residential Education.

### 19. HOUSING TERMS AND CONDITIONS VIOLATIONS

Violations include but are not limited to:

- The attempt of or the taking of another life.
- Sale, purchase, consumption, and/or distribution of illegal drugs
- Physical acts or verbal threats of violence, intimidation, coercion or harassment against other people
- Damage, destruction or theft of University housing property or the property of another Resident
- Tampering with or misusing elevators
- Tampering with or misusing fire suppression or warning equipment
- Use or possession of firearms, explosives, fireworks or dangerous weapons
- Use or storage of flammable liquids or other dangerous substances
- Setting fires
- Refusal to accept cancellation of a Housing Contract for a future academic semester
- Restitution of damages or nonpayment of charges
- Required participation and/or incompletion of an educational based violation sanction
- Required removal of items from room or hall (e.g., flammable liquid, pet(s) or amplified equipment)
- Others as deemed appropriate (including a combination of any of the above)

Residents who are responsible for violating the terms and conditions of the Housing Contract will and can face disciplinary action under the University Judicial System for broader sanctions affecting Resident status.

## 20. SANCTIONS

**ZERO TOLERANCE VIOLATION(S)** may result in:

- A meeting with the Office of Student Judicial Affairs within 2–5 academic days from the time the incident report is received.
- Interim suspension from the University, should the violator be deemed threatening or dangerous to self or others.

Any Resident charged with these violations will be referred to the Office of Student Judicial Affairs for possible disciplinary sanctions and may be referred for criminal prosecution.

**The Zero Tolerance Policy applies to:**

- Drugs (possession, consumption or distribution)
- Alcohol (Delaware State University is a DRY campus)
- Fighting/Assault & Battery
- Hazing/Illegal Pledging
- Sexual Assault and Rape
- Weapons/Firearms/Explosives (possession or use)
- Other Criminal Acts (including, but not limited to burglary, robbery, arson, identity theft and forgery)

### Rules and Regulations

The housing policies of Delaware State University are designed to protect the individual within an environment that promotes personal and academic achievement. The following policies, procedures, and guidelines are designed to enhance your Residential Learning Community.

- a) Alcohol and Other Controlled Substances:** Possession and consumption of beer, wine, and other alcoholic beverages is prohibited. Dangerous drugs, narcotics, and other harmful materials, as defined and prohibited by state and federal statutes, are prohibited.
- b) Appliances:** Personal electrical equipment authorized for use in the residence halls/apartments includes UL-approved lamps (no halogen lamps), hair dryers, computers, radios, stereo equipment, fans, and coffee makers with a lighted on/off indicator. Use or possession of open flame and open element appliances including but not limited to toasters, hot plates, and hot pots in residence hall rooms/apartments or unauthorized areas is prohibited. Microwave ovens are not permitted in resident hall rooms. Mini-refrigerators (120 volts, 2 amps, 2.5 cubic feet) are permitted for medicinal purposes (with a doctor's note) and must be UL approved, equipped with a three-prong rounded plug, and must be maintained in a safe and sanitary condition.
- c) Firearms/Weapons:** The possession of firearms, ammunition, and any weapons including but not limited to knives, hunting bows, guns, BB guns, slingshots, paintball guns, nunchakus, or launching devices is prohibited in the residence halls. This also extends to any projectile objects, firecrackers, gunpowder, and other explosive or similar and potentially dangerous objects.
- d) Fire Safety:** Arson or the setting of fire, tampering with or misuse of fire safety equipment (including automatic door closures, smoke detectors, sprinkler heads), fire-alarm systems, fire-fighting equipment, or building security systems is prohibited, extremely dangerous, and illegal. Immediate evacuation when an alarm sounds is mandatory, and reentry into a building before an alarm is silenced or staff authorization is given is prohibited. The burning of candles and incense is prohibited. Tapestries and other room decorations affixed or suspended from the ceiling and the use of extension cords or multi-receptacle outlet, with the exception of UL listed power strips with surge protectors, are prohibited.
- e) Furniture:** Misuse of University property, including possession of common area furniture in Resident rooms, is prohibited and will result in a minimal charge of \$25 to return the property.
- f) Gambling:** Gambling in the residence halls is prohibited. The conducting of any business or commercial enterprise for personal profit is prohibited in University-owned facilities unless conducted by recognized student activities, student government or under the sanction of properly designated University personnel.
- g) Harassment of Students and Staff:** Physical or mental harassment, which may be verbal or written, or conduct that intimidates, threatens, or endangers the health or safety of self or others is prohibited.
- h) Identification/Failure to Comply:** Residents are expected to provide proper identification when requested by a staff member or other University officials and comply with

their directions in the performance of their official duties. Residents are further expected to comply with the terms and sanctions imposed as a result of disciplinary action.

- i) Intervisitation:** Guest intervisitation is defined as periods when members of the opposite sex are allowed in a Resident's room. The intervisitation program is designed to afford opportunities for resident growth and social development. On the other hand, policies and procedures are provided to ensure consideration of individual Resident and community needs as well as the general safety and well-being for all concerned. As such, the University reserves the right to modify, restrict, or revoke the privilege of intervisitation as necessary.

**Hours are as follows:** Sunday–Thursday 10:00 a.m.–midnight  
Friday–Saturday 10:00 a.m.–2:00 a.m.

In all University housing, guests must be escorted throughout the hall in order to ensure the right to a reasonable degree of privacy for each Resident. Residents are responsible for the conduct of and adherence to policies by any guests or visitors. Inappropriate behavior and damage caused by guests becomes the responsibility of the host Resident.

Residents inviting guests should consult with their roommates concerning any possible objections.

**No Resident will be allowed more than two guests at one time.**

Access to restroom facilities is limited to persons of the same sex residing on the floor served by the facilities. Visitors of the opposite sex are required to use authorized facilities, which are located on the respective floors or in public areas of the halls.

- j) Lounges and Recreation Areas:** Lounges and recreation areas are for the exclusive use of the hall Residents and their guests.
- k) Noise/Quiet Hours/Courtesy Hours:** Residents must observe reasonable quiet hours at all times, both inside and outside University housing. Even when quiet hours are not in effect, the noise level must not interfere with the rights of Residents who want and need to study at that time. Quiet hours are established by individual halls/floors and minimally will be in effect from 9:00 p.m. until 10:00 a.m. the following day, Sunday through Thursday.

Twenty-four hour quiet hours are in effect during the last week of classes and during finals week of each semester. Noise levels should be limited so as not to disturb other Residents (24-Hour Courtesy Hours).

If a Resident has two or more noise violations involving the volume of their stereo, etc., the Resident may be required to remove all stereo components, etc. from their residence.

- l) Overnight Guests:** Residents are permitted to have overnight guests (of the same sex) in the University housing with advance arrangement through the Main Desk. All Residents and guests must follow appropriate registration procedures, and any overnight guest requires the approval of the roommate(s). The Resident must accompany his/her guest to the Main Desk and must provide a valid photo ID to the desk staff and display a guest pass upon request. Overnight guests may be registered for no more than two consecutive nights.

In all University housing, guests must be escorted throughout the hall in order to ensure the right to a reasonable degree of privacy for each Resident. Access to restroom facilities is limited to persons of the same sex residing on the floor served by the facilities. Visitors of the opposite sex are required to use authorized facilities, which are located in public areas of the halls.

Residents are responsible for the conduct of their guests and adherence to University and Housing policies. Inappropriate behavior and/or damage caused by guests becomes the responsibility of the host Resident.

**Persons who have been removed from University housing for any reason may not return as overnight guests following their removal.**

- m) Pets:** Pets and animals of any kind (with the exception of fish kept in a maximum 5-gallon aquarium) are prohibited for health, safety, and sanitation reasons.
- n) Roofs, Ledges:** Unauthorized presence on rooftops, ledges, or areas marked for restricted access in any University housing is prohibited.
- o) Security:** The residence facilities are staffed with a desk attendant beginning at 5:00 p.m. who is responsible for monitoring all entrances. Residents must show proper Delaware State University ID to gain entry. All other guests and visitors, including parents and family members, must provide photo ID and sign the visitor's log. The desk attendant will obtain the visitor's ID as well as the Resident host/hostess' ID for the duration of the visit. All visitors and guests are to be escorted by their host or hostess

during their visit in the residence facilities. When the visitor departs, the desk attendant returns the IDs. Guests under the age of 18 need prior authorization by the Residence Director to be granted visitation. Without authorization, guests under 18 cannot be permitted entry into the residence facilities.

**p) Smoking:** In compliance with state law, smoking tobacco products or any other substance is prohibited in or within 25 feet of all University housing including the DSU Village and the DSU Courtyard apartments. Smoking is permitted at designated areas located outside each facility.

Hookahs and other smoking paraphernalia are not permitted in any residence facilities. Residents who are found smoking in University housing may be assessed a fine and/or face disciplinary action.

**q) Solicitation:** Door-to-door solicitation and/or operating a business within University housing is prohibited.

**r) Telephone:** No collect telephone calls may be accepted or toll calls placed by a Resident or guest in University housing. All roommates will be held accountable for equal portions of unauthorized telephone charges. Note: An administrative tracking fee will be assessed on any unauthorized long-distance bill traced to a room, apartment or suite. Deliberate use of an unauthorized TID (Long Distance Authorization Code) or PSC (Personal Security Code) number constitutes fraud and may be grounds for prosecution and/or suspension from the University in addition to the assessment of an administrative fee.

**s) Theft:** Theft or possession of stolen goods, including the illegal possession of or damage to University property or property of a person in University housing is prohibited.

**t) Weight-Lifting Equipment:** Weight-lifting is not permitted in resident room, apartment, or suite because of noise and potential damage to floors.

**u) Windows, Screens, and Objects from Windows:** Window screens are not to be removed under any circumstances for safety reasons. Dropping, throwing, or projecting solid or liquid objects out a window is prohibited.

## 21. SEXUALLY VIOLENT OFFENDERS REGISTRATION ACT

The Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act (The Wetterling Act) requires that each college or university disclose—in the annual crime reports that are filed with the federal government and made available on the campus—where students can go to find out if individuals who have been convicted of sex offenses are enrolled or have jobs on the campus. Individuals who have been convicted and are required to register under this act are not eligible to reside in University residence halls, the DSU Village or Courtyard Apartments. Students may access this information at [www.state.de.us/dsp/sexoff/index.htm](http://www.state.de.us/dsp/sexoff/index.htm) and [www.doe.state.de.us](http://www.doe.state.de.us).

Additionally, individuals with felony conviction records—including being listed on any state's sex offender registry list—are not eligible to obtain housing in any DSU residential facility. Furthermore, Delaware State University reserves the right to conduct a background check.

## 22. BACKGROUND CHECKS

Delaware State University reserves the right to obtain background checks for student housing applicants. Additionally, individuals that have convictions from any state or federal court for criminal acts that require a "sexual offender" registration, shall not be eligible to obtain housing in a University facility. The University also reserves the right to restrict access to housing for individuals who have a felony conviction for any other criminal act. In order to obtain a waiver from this restriction, applicants who have other felony convictions are required to submit a detailed summary of the offense(s) from an appropriate judicial or corrections official, including copies of police reports, sentencing reports or other evidence satisfactory to the University Department of Public Safety. Your application will be reviewed by the University Department of Public Safety and you will be notified in writing of the decision regarding your housing. If it is determined by the University that you have failed to disclose the fact that you have a felony record or that you have failed to provide the appropriate information regarding any felony convictions, your application and/or housing assignment will be immediately revoked. The University reserves the right to deny housing to any student consistent with the goals and objectives as outlined in the Housing and Residence Life Mission Statement.

# Mission Statement

Delaware State University is a public, comprehensive, 1890 land-grant institution. The mission of the University is to provide for the people of Delaware and others who are admitted meaningful and relevant education that emphasizes both the liberal and professional aspects of higher education. Within this context, the University provides educational opportunities to all qualified citizens of this state and other states at a cost consistent with the economic status of the students as a whole. While recognizing its historical heritage, the University serves a diverse student population with a broad range of programs in instruction, service and research so that its graduates will become competent, productive and contributing citizens.