# **GENERAL PROVISIONS FOR OCCUPANCY for 2024-2025** FRATERNITY/SORORITY HOUSING Lehigh University, Bethlehem, Pennsylvania

The following General Provisions for Occupancy ("GPO"), in conjunction with the University Conduct System, as described in the Student Handbook, state the rights of all residents and clearly set forth Lehigh University's expectations for all residents occupying University Fraternity/Sorority Housing. By signing the Housing Contract (the "Contract") to which this is attached, you (the "Occupant") are binding yourself not only to the terms and conditions of the Contract, but also to the terms and conditions of this GPO, as well as any and all University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students -Student Handbook), including but not limited to those referenced in either of these documents.

### SPECIAL PROVISIONS

- 1. The Occupant agrees to abide by all Lehigh University policies, rules, and regulations, and all federal, state, and municipal laws, regulations, and ordinances, including, but not limited to, any and all University policies and procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook: http://studentaffairs.lehigh.edu/handbook) and those found in the Contract.
- 2. The University reserves the right to enforce any restriction or regulation necessary for the maintenance of its property or the general welfare of residents. Violation of said restrictions or regulations may subject the Occupant and any guest(s) to fines, disciplinary action, and/or termination of the Contract.
- 3. The GPO is subject to change as deemed necessary by the University.
- 4. The Contract, including this GPO and any addenda hereto, constitute the entire agreement between the University and the Occupant with regard to the subject matter hereof. Residents of themed community housing may be required to enter into additional or supplemental agreements.

### **OCCUPANCY TERM**

Rooms in Fraternity/Sorority Housing are contracted on an annual basis only. Unless otherwise indicated in the Contract, Occupant shall reside in the room or apartment for one academic year from the first day of class until the last day of finals. The Occupant is expected to reside in the Fraternity/Sorority House contracted for by the Occupant (the "House") for the full Occupancy Term of the Contract.

## **GENERAL TERMS OF CONTRACT**

- 1. ADJUSTMENT OF PAYMENT: No adjustment of payment or other changes shall be made to a Contract for inconvenience or discomfort arising from the making of repairs, renovations, or improvements to the Fraternity/Sorority House, custodial services, or for facility-related problems (see also Section 19 of this GPO relating to events of Force Majeure).
- 2. SEMESTER BREAK HOUSING: Fraternity/Sorority Houses may not be occupied during semester break periods unless approval is given by Housing Services and the Alumni House Corporation. Temporary accommodations may be provided on a limited basis.
- 3. TERMINATION OF CONTRACT BY OCCUPANT: In order to terminate the Contract, an Occupant must send a petition to Housing Services requesting termination. If the University agrees to terminate the Contract, the Occupant will be assessed a Contract Termination Fee. The amount of the fee will be based on an established fee schedule and the date the petition for cancellation is filed. See the fee schedule in the Student Handbook: http://studentaffairs.lehigh.edu/content/financial-responsibilities.
- 4. ELIGIBILITY FOR RESIDENCE: Occupant shall be a registered full-time Lehigh University student. Rooms may not be occupied by anyone not currently enrolled at the University. Occupant shall make written notification to Housing Services if the Occupant's relationship to Lehigh University changes. Such notification shall be made within ten (10) days of the change in status.
- 5. EMERGENCY PROTOCOLS: Emergency evacuation protocols are in place to ensure resident safety and security in a time of emergency and can be found at

https://financeadmin.lehigh.edu/content/emergency-evacuation-protocol. In the event of an emergency,

Occupant and any roommates and guests in the room or apartment must comply with the University's emergency evacuation protocols and any other directions from the University (including, but not limited to, mandatory evacuation from the residence). If evacuation or other protective action becomes necessary, the University will advise Occupants of such action and, where practicable, will make reasonable efforts to accommodate Occupants in its response to the emergency.

- 6. GUESTS: Occupant may not host guests without prior consent from roommate(s) and must obtain consent each time they host a guest, regardless of how long the guest will be housed with the Occupant. Occupants may not house guests for more than three (3) consecutive days without written permission from the Office of Student Involvement. Occupants are responsible for communicating all University policies and regulations to guests. Guests may not infringe upon the rights of other Occupants in the Fraternity/Sorority House, particularly the rights of the Occupant's roommate(s). Such infringement includes but is not limited to patterns of visitation that roommate(s) or other Occupants of the Fraternity/Sorority House. Occupants will be held responsible at all times for the conduct of Occupant's guest(s). Guest(s) must be accompanied by the Occupant at all times when not in Occupant's room.
- 7. INDEMNIFICATION: Occupant shall defend, indemnify and hold harmless Lehigh University and its trustees, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, resulting from injury, including death to persons or damage to property, and against any fines, penalties, or charges levied by any government or government authority, and any expenses, including reasonable attorney's fees, as a result of Occupant's use and/or occupancy of a Fraternity/Sorority House or from any breach of any of the covenants and agreements of the Contract (including this GPO), including, without limitation, any violation of the Lehigh University Social Policy or any laws of the Commonwealth of Pennsylvania regarding underage possession or consumption of alcoholic beverages or illegal substances, except to the extent arising solely from the negligent or intentional wrongful act or omission of Lehigh University, employees and agents.
- 8. OCCUPANT RESPONSIBILITY FOR INFORMATION: Occupant is responsible for knowing the content of all materials published and distributed by the Office of Housing Services and the Office of Student Involvement and abiding by all information contained therein.
- 9. MOVE IN: No one may occupy rooms or apartments in Fraternity/Sorority Houses prior to the day preceding registration unless approved in advance in writing by the Housing Services.
- 10. MOVE OUT: Occupants must vacate and remove all personal belongings from the Fraternity/Sorority House within twenty-four (24) hours following their last scheduled examination and no later than the scheduled final closing. Occupant is expected to follow established closing and/or check-out procedures published by Housing Services and/or Student Involvement.
- 11. REASSIGNMENT: The University reserves the right to reassign the Occupant(s) of a room or apartment when the University determines, in its sole discretion that such a reassignment is in the best interest of the Fraternity/Sorority House and/or the University. If the Occupant is in a multi-occupancy room, the University reserves the right to reassign and change roommate(s). The Occupant will be held responsible for any change in housing rate(s) caused by reassignment.
- 12. REFUNDS: For policies and procedures pertaining to refunds and deposits and Fraternity/Sorority Housing Room and Board charges, please refer to the University Handbook located on the web at <a href="http://studentaffairs.lehigh.edu/content/financial-responsibilities">http://studentaffairs.lehigh.edu/content/financial-responsibilities</a>. (see also Section 19 of this GPO relating to events of Force Majeure).
- 13. RIGHT OF ENTRY/SEARCH AND SEIZURE POLICY FOR UNIVERSITY HOUSING: Authorized University personnel may enter any apartment or room at any time for the purpose of routine maintenance, inspections, repairs, to perform housekeeping functions, to verify occupancy, to remove personal property, equipment, placards, signs, fixtures, alterations, or additions to the room that are in violation of the provisions of the Contract or this GPO; and, to respond to an emergency situation. University staff, including Gryphons, are responsible for reporting violations of Lehigh University policy to the Lehigh University Police and/or appropriate University officials. Authorized University personnel may enter and search an apartment or room when there is cause to believe that a violation of University regulations is being or has been committed or attempted. University regulations include, but

are not limited to, University Fraternity and Sorority Housing policies, provisions of the Contract (including this GPO) and any and all University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook). "Cause" includes but is not limited to a suspicion that would lead a reasonable person to believe that an act in violation of University regulations or policies or violation of law has been committed or attempted. An example of sufficient cause is the smell of burning marijuana coming from a room or apartment. Authorized University personnel include: full-time members of the Housing Services staff, Residence Life staff, including Gryphons, or the Facilities Services staff and Lehigh University Police.

- 14. ROOM CHANGES: Occupant is not permitted to exchange rooms or substitute one occupant for another without prior written approval from Housing Services and the House leadership. Occupants must consult the House Manager in their living area to obtain the procedures for changing rooms.
- 15. ROOM OCCUPANCY CHARGE: Occupant shall pay to the University the sum determined by the University for room occupancy in accordance with the Bursar's policy as outlined in the Student Handbook (Financial Responsibility): <u>http://studentaffairs.lehigh.edu/content/financial-responsibilities</u>
- 16. NO ASSIGNMENT OR SUBLEASING: Occupants may not transfer, assign, or "sub-lease" their room or apartment or any part thereof.
- 17. TERMINATION OF CONTRACT: The University reserves the right to terminate the Contract and take possession of an apartment or room when:
  - a. The University, in its sole discretion, determines that misconduct or a violation of Fraternity/Sorority Housing regulations, or any University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook), warrants such termination;
  - b. The University, in its sole discretion, determines that such a termination is in the best interest of the University;
  - c. The Occupant's relationship with Lehigh University changes such that the Occupant is no longer eligible for University housing;
  - d. The Occupant fails to make any payment required by this Contract or vacates the premises;
  - e. The Occupant's course load falls below the full-time credit requirement.

Refunds are permissible in certain circumstances. The refund schedule and policies are available in the Student Handbook at <u>http://studentaffairs.lehigh.edu/content/financial-responsibilities</u> (see also Section 19 of this GPO relating to events of Force Majeure).

- 18. VACANT SPACES: The University, in its sole discretion, reserves the right to utilize vacant spaces however it deems necessary. Vacant spaces in rooms or apartments that are not filled to capacity must be kept clear so the space is available to a new occupant at any time. Occupants will receive prior notification of such a placement when possible.
- 19. WITHDRAWAL FROM THE UNIVERSITY: Occupants who withdraw, are suspended, expelled, or are otherwise dismissed from the University are required to remove their belongings from their room or apartment and return all access cards and keys to Housing Services within forty-eight (48) hours from the effective date of the withdrawal, suspension, expulsion, or dismissal.
- 20. FORCE MAJEURE: The University shall not be liable or financially responsible (i.e., will not issue refunds) for any delay or failure to perform under this Contract for reasons that are beyond the University's control, including, but not limited to, acts of God or nature, extreme weather, fire, earthquake, flood, natural disaster, government order or regulation, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war, acts of terrorism, plague, epidemic or pandemic, utility malfunctions, and loss of electricity or power.
- 21. GRADUATE ASSISTANTS: The University reserves the right, but is not required, to assign a graduate or professional student enrolled at Lehigh University or another higher education institution (each, a "Graduate Assistant") to Occupant's fraternity or sorority organization to serve as a resource in accordance with applicable University policy, rules and procedures. The Graduate Assistant may, in the University's sole discretion, live in the University Fraternity/Sorority House to which they are assigned.

#### CONDITIONS OF OCCUPANCY

Appropriate conduct, as defined and stated in University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook) and the policies contained or referenced herein, is expected of all individuals living in University Fraternity/Sorority Houses, including the Occupant and Occupant's guest(s), especially when it pertains to another's legitimate use of a residential area for sleep, study or privacy. Behavior that infringes on the rights of other residents is prohibited and may result in relocation and/or disciplinary action. Occupant must comply with all official University directives and requests. Occupant is solely responsible for reading and complying with all University policies and regulations covering this topic in the Student Handbook.

- 1. ALCOHOL: Alcohol is only permitted in a student bedroom where one or more of the Occupants are at least 21 years of age. If any Occupant is under the legal drinking age of 21, the Occupants of legal drinking age are permitted to possess alcohol but cannot provide it to anyone under the age of 21. If a room or apartment has residents who are of legal drinking age (21) and others who are not of legal drinking age (under 21), alcohol is only permitted in the bedroom of the resident(s) who are at least 21 years of age. Rooms and apartments occupied by residents who are all under the legal drinking age are considered "dry rooms" and no alcohol is permitted regardless of the age of guests. In addition, Occupants are prohibited from displaying alcohol containers of any kind (empty or full) if the Occupants are not at least 21 years of age. Hard alcohol, drinking games and all drinking paraphernalia are prohibited in all areas of Fraternity/Sorority Houses, including rooms, apartments, and common areas.
- 2. CLEANLINESS: Occupant is expected to keep all areas of buildings, especially kitchens, bathrooms, lounges and corridors, in satisfactory condition. Rooms are not to be used for permanent or temporary storage of miscellaneous personal items or furniture inappropriate for normal occupancy. Apartments and rooms must be returned to their original condition at the end of each occupancy term. Special cleaning required due to Occupant's carelessness will be billed to the Occupant(s).
- 3. COMMON AREA POLICIES
  - a. BATHROOMS: Bathrooms in Fraternity/Sorority Housing are designated by gender and should be used accordingly. Some houses have elected to have an all-gender bathroom in common areas. Occupants should obey appropriate signage.
  - b. COOKING: Common kitchens are designated for use by all residents. The cooking guidelines must be followed.
  - c. KITCHENS: The Occupants of Fraternity/Sorority Houses have a responsibility to ensure that the commercial kitchen and equipment in the House and its contents remain clean and meet all health, fire, and occupancy code requirements. Occupants shall not light open fires, leave outdoor grills that are in use unattended, use outdoor grills closer than 20 feet to any building, or commit any other act which would increase the risk of fire on the premises.
  - d. EXTERIOR DECORATIONS: Exterior decorations are prohibited unless approved by Housing Services. The Occupant shall not hang any items from the windows, curtain rods, ledges, or roofs of the building, or place items on the window ledges, including string lights.
  - e. FIREPLACES: Occupants must not leave lit fireplaces unattended at any time. Fireplace screens must be used at all times when a fireplace is in use.
  - f. FURNITURE: The Fraternity/Sorority House will furnish and maintain the common area of the House. Common Furniture cannot be raised or elevated and must remain at ground level. Platforms and stages are not permitted and DJ booths cannot be raised or elevated. Event tables are permitted but limited to 3 per chapter. All furnishings and window covers must be fire retardant and meet all fire and building codes. Interior furniture which is taken outside must be returned to the House immediately following use.
  - g. HOUSE PROJECTS: Occupants may not make any changes to common areas. House leadership may submit requests for improvements to Housing Services.
  - h. SLEEPING: Sleeping in lounges or any other common area is prohibited.
  - i. STAIRWELLS, EXITS, HALLWAYS: Stairwells, corridors, landings, exits, and hallways must remain free and clear of all debris and objects at all times. The University reserves the right to remove and dispose of any such obstruction without liability for doing so.

- j. STORAGE: There is no storage available in common areas. All personal belongings must be stored in bedrooms.
- 4. CUSTODIAL SERVICE: Custodial service is provided only for common areas. The University may discipline an Occupant who interferes with custodial service. Occupants will be disciplined in accordance with the appropriate University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students Student Handbook). Occupant is responsible for cleaning their individual apartment or room. Special cleaning of the common areas or of an Occupant's individual apartment or room that is required due to an Occupant's carelessness will be billed to the Occupant.
- 5. NOISE/QUIET HOURS: Loud music and disruptive noise infringes upon the rights of others to study, to sleep or to carry on necessary duties and functions at the University. For these reasons, quiet hours are observed in all Fraternity/Sorority Houses. Quiet hours are from 11:00 p.m. to 8:00 a.m. Sunday night through Friday morning and from 2:00 a.m. to 10:00 a.m. on Saturday and Sunday. Congregating in the hallways such that it impairs another Occupant's ability to study or sleep is not permitted during quiet hours. During final exam periods, quiet hours will be in effect 24 hours per day beginning at 1:00 a.m. following the last day of class each semester. Outside of the designated quiet hours, Occupant is expected to respond to reasonable requests from other residents to reduce noise if it is infringing upon others. Stereo speakers and/or amplification devices shall not be placed in windows with sound directed outside. At any and all times, musical instruments are not permitted to be played in a manner that infringes upon another Occupant's ability to study or sleep.
- 6. PETS: A Fraternity/Sorority House may have one (1) dog or cat mascot per house, which must be properly registered with both Housing Services and the Lehigh University Police Department. No other animals, with the exception of non-predatory fish in properly maintained aquariums of 10 gallons or less (aquariums must have noise-free compressors for the filters), are permitted. Occupants with disabilities will be permitted to have service animals in University housing, subject to the guidelines and requirements set forth by the Americans with Disabilities Act as implemented by University policies and procedures. Students may submit accommodation requests through the Disability Support Services Office.
- 7. POSTING NOTICES: Bulletin boards are available throughout Fraternity/Sorority Houses for posting notices. The posting of notices on anything other than provided bulletin boards (e.g., door areas, walls, or other undesignated areas) is strictly prohibited. All postings must be pre-approved and distributed through the Office of Student Involvement.
- 8. PROHIBITED ACTIVITIES: The University and Office of Housing Services prohibits the following in residential areas: vandalism; cutting wood; playing with fire; chemical experimentation; conducting or operating a business; sports (e.g., hall hockey, soccer, Frisbee throwing, darts/dart boards, etc.); the cooking and preparation of food except in designated areas; excessive noise; the washing or repairing of motor vehicles; excessive horseplay; water fights; possession and use of outdoor play equipment (including but not limited to slides, swimming pools, Jacuzzis, and hot tubs); snowball fights; dropping, throwing or shooting of objects from windows; shaking, cleaning, or hanging any articles from windows, ledges, or roofs; disposal of trash or garbage anywhere on or about the premises, except at designated collection points; the use, possession or sale of drugs and illegal substances; possession of drug paraphernalia; theft of university services, and any other activities that are hazardous or otherwise pose a threat to the safety and well-being of residents.
- 9. RECYCLING: Occupant must comply with all University recycling policies and procedures, which are available at <a href="http://sustainability.lehigh.edu/recycling">http://sustainability.lehigh.edu/recycling</a>.
- 10. RESTRICTED AREAS: Occupant is prohibited from accessing and entering restricted areas such as roofs, mechanical equipment rooms, buildings closed for semester breaks, etc.
- 11. ROOM POLICIES
  - a. BUNK BEDS: Occupants choosing to bunk their University beds must do so using University issued bunking pins. Bunking pins and bed rails are available upon request.
  - b. BED RAIL(S): All University bunk beds and lofts constructed by University staff include a bed rail for safety purposes. Bed rails are available upon request to students who choose to bunk their University issued beds throughout the year. Failure to request or use provided bedrail(s) is done at

Occupant's own risk and Occupant waives and releases the University from liability for injuries resulting from Occupant's failure to request or use bed rails.

- c. BED RISERS: Beds may only be lifted off the ground by bed risers. Cement blocks are prohibited. The stacking of bed risers one on top of the other is also prohibited.
- d. DECORATIONS: Decorations must be of a non-combustible and non-permanent nature that will not damage paint or finished surfaces in the room. The Occupant shall not drive any nails or screws into the woodwork, walls, or ceilings of the room and shall be responsible for any damage caused by items affixed thereto. Painter's tape and removable mounting tape are the only adhesives permitted for hanging decorations. Regardless of the adhesive used, the Occupant will be responsible for any damage caused to the room. As stated in fire code regulations, no material or posters may be affixed from the ceiling, pipes, light fixtures, or overhead at any time. The hanging of cloth material or tapestries may not cover more than 50% of each wall nor can they be hung on a wall above a bed. Curtains which enclose a bed are not permitted. In buildings with sprinkler systems, decorations may be further limited by fire safety regulations.
- e. DOOR HANGERS: Items that hang over the top of the door are prohibited. These items impair the latching and security of doors and Occupant bears all risk and responsibility for such impairment.
- f. FURNITURE: All University furniture placed in a room or apartment must remain in that room. Furniture cannot be placed in hallways, bathrooms, stairwells, or corridors. Furniture may not be stored in common areas or outside. Furniture cannot be placed in any way that prevents doors and windows from properly functioning. Furniture may be rearranged within a room in accordance with its designed purposes. No personal beds are permitted.
- g. LOFTS: Student-built lofts are not permitted.
- h. PAINTING: The painting of rooms in Fraternity/Sorority Housing is prohibited. All rooms with paint differing in color from the initial move in color will be repainted by the University and the cost will be charged to the Occupants of the room.
- REPAIR/RENOVATION: Repair or renovation of a room by any Occupant or external source is i. not permitted without the express written approval of Housing Services. Examples include, but are not limited to, the installation of ceiling fans and rewiring of room electrical outlets. The University or its authorized agents shall make all repairs to the building or equipment on the House and surrounding grounds that it determines are necessary at such time or times as it may determine. If repairs to the House or equipment on the premises are required, Occupant(s) shall be responsible for reporting the need therefore to the Facilities Services Office or an office designated thereby. If kitchen equipment becomes inoperable for any reason, the University shall not be responsible to the Occupant for the cost of meals during the repair period. If repairs, renovations, painting, or other work is required because of the carelessness, negligence, or fault of the Occupant or House guests, or because of any breach of the conditions of the Contract, the Occupant shall pay all costs and expenses of such work and also the cost of repairing or replacing any personal property of any other resident or guest on the premises which may be damaged by reason of the carelessness, negligence, or fault of the Occupant or guests, or by reason of any breach by the Occupant of any of the conditions of the Contract. All costs and expenses may, at the option of the University, be paid by the University and recovered from the Occupant in the same manner as fees due and in arrears.
- 12. SMOKING POLICY: Lehigh University is a smoke and tobacco free campus. Occupants must comply with the University Smoking Policy in its entirety (<u>https://www.lehigh.edu/~policy/documents/2021.05.20\_Tobacco\_and\_Smoke\_Free\_Campus\_Policy\_FINAL.pdf</u>). This Policy applies to all Lehigh University facilities and property, owned or leased, regardless of location.
- 13. SNOW REMOVAL: Occupant will cooperate with snow removal efforts in parking areas by removing vehicles from, on, or about the parking areas for a reasonable period of time when requested by the University. Occupants should notify the University of the need for any additional snow/ice removal.

#### SAFETY AND SECURITY

- EXTENSION CORDS and POWER STRIPS: All extension cords used must be heavy duty (15 amps), UL approved, and plugged directly into an outlet. Power and extension cords may not be used to plug in kitchen appliances.
- 2. EXTERIOR, FIRE, SECTION, AND ROOM DOORS: Exterior, section and fire doors are to remain closed at all times, with exterior doors locked 24-hours a day. Occupants of the section will be held responsible when doors are blocked or propped open. A door will be considered propped if there is any physical obstruction (e.g., tape, stones, cardboard, and trash cans) that prevents it from closing and/or locking. Apartment/room doors have been equipped with self-closing door hinges to meet fire code regulations. Dismantling or removing self-closing door hinges is prohibited.
- 3. FIRE DRILLS/ALARMS: When a fire alarm sounds, Occupant shall vacate the building and cooperate fully with University officials, including during fire drills, which will be held at regular intervals.
- 4. FIRE EQUIPMENT: Fire equipment is to be used only as necessary in the case of fire. Any use or misuse of fire equipment must be reported to Housing Services immediately. Tampering with fire bells, horns, alarms, extinguishers, extinguisher covers, exit signs, evacuation instruction signs, smoke detectors, and other equipment is prohibited. In buildings with sprinkler systems, no items may be hung, wrapped, taped, or otherwise affixed to sprinkler pipes or the sprinkler head. No item in the room may be positioned in such a way as to block the lateral dispersal of water should the sprinkler head be activated. The sprinkler head, if wall mounted, will have no items on the same wall higher than 18 inches below the sprinkler head. This does not include relatively flat items (pictures, posters, etc.) but does include shelving and any objects that may be on the shelving, as well as electrical cords, lights, etc., that could block the dispersion of water if the sprinkler is activated.
- 5. FLAMMABLE MATERIALS: Flammable items including candles, candle and wax warmers, wax melts, self-start charcoal, chemicals, combustible engines (regardless of their state of dismantlement), gasoline, incense, lighter fluid, non-electric lanterns and live trees are prohibited.
- 6. IDENTIFICATION CARDS: University ID Cards will only operate the card reader doors in the area(s) to which the Occupant has been authorized to access. Attempts to use a card in area(s) other than those authorized will be monitored and may subject the Occupant to disciplinary action. Possession or use of an ID Card or key issued to another Occupant is prohibited and could subject an offending Occupant to disciplinary action. ID's that have been lost or stolen must be immediately reported to Housing Services or the IDEAL Office. A replacement ID will be printed and billed to Lehigh Student. For additional ID Card policies and procedures please refer to the Student Handbook.
- 7. KEYS: Keys may not be duplicated. All keys must be issued through the Offices of Housing Services or IDEAL. Key(s) issued to an individual may not be given to anyone who is not an Occupant of a particular room, apartment, or building. All persons involved in such a transaction will be subject to disciplinary action. Keys that have been lost or stolen must be immediately reported to Housing Services. A lock change will be scheduled and charges apply to the leaseholder. If a lock-out is requested the Occupant will be charged for either the lockout service or lost keys. For additional key policies and procedures, please refer to the Student Handbook.
- 8. PROHIBITED APPLIANCES: Only certain appliances are permitted (e.g., blenders, hot air popcorn poppers, single-serve pod coffee makers). All other appliances, including but not limited to the following are specifically prohibited in Fraternity/Sorority houses except in House kitchens; broilers, coffee makers, deep fryers, air fryers, electric fry pans, electric kettles (hot pots), grills/griddles, hot plates, microwave ovens, refrigerators exceeding 4.6 cu. ft., rice cookers, toasters, and toaster ovens. In other residence areas, the "MicroFridge"™ is the only microwave unit acceptable. The University reserves the right to determine the potential danger of electrical appliances described in this section and to confiscate any such items.
- 9. PROHIBITED ITEMS: Only certain electrical items are permitted (e.g., clocks, curling irons, electric shavers, fans, hair dryers, irons with automatic shutoff, stereos, and electric toothbrushes). The following items are specifically prohibited in residential buildings except in areas designated by the University: air conditioners (unless approved and installed by the University), exterior antennas, electric blankets, boats, halogen lamps, hoverboards, laundry machines, outdoor clotheslines, outdoor fences,

portable heating units, power tools, satellite dishes, smoke machines, sun lamps, and trailers. The University also reserves the right to determine the potential danger of prohibited items described in this section and to confiscate any such items.

- 10. WEAPONS: Firearms, fireworks, ammunition, air guns, paintball guns, spring-type weapons, slingshots, martial arts weaponry, explosives, switchblade or hunting knives and any items prohibited by the University Weapons Policy are also prohibited. The University reserves the right to confiscate the items described in this section and to fine policy violators. Such items are subject to confiscation. The possession or use of any potentially dangerous item or material is strictly forbidden.
- 11. SALES, SOLICITATION, AND COMMERCIAL ENTERPRISES: No commercial enterprise or door-to-door solicitations may be conducted in University housing. The presence of any promoter, vendor, or unauthorized visitor should be promptly reported to Housing Services, Student Involvement, or University Police.
- 12. SECURITY: Occupant shall not take any action that compromises the safety and security of themselves, other Occupants, or living areas. Occupants must not remove window screens. Room doors should be locked whenever an Occupant leaves the room. Occupant will be fined if their room door is found to be left unlocked on a continuous basis. Suspicious activity should be immediately reported to Housing Services and/or the Lehigh University Police Department.
- 13. SECURITY SCREENS: Security screens are to remain closed and locked at all times.
- 14. SURVEILLANCE OR CAMERA SYSTEMS: The use of surveillance or camera systems (including, but not limited to, Ring Doorbell, Google Nest) or other equipment in any common areas, including hallways and restrooms, bedrooms, or on the exterior of the Fraternity/Sorority House is prohibited.

### PROPERTY

- 1. ASBESTOS CONTAINING MATERIAL ("ACM"): The Occupant acknowledges that there may be asbestos containing material in some areas of the House. The University will make available to the chapter its survey showing the location and condition of ACM in such areas. The Occupant agrees to notify the University immediately if any ACM is damaged or disturbed or if any damage is discovered. The Occupant will immediately cease any activity that might result in further damage to or disturbing of ACM. The University will arrange for any necessary remediation.
- 2. ASSESSMENT FOR DAMAGE: Occupants will be held responsible for any damage or theft related to their apartment or room or any other part of the Fraternity/Sorority House and its equipment including, but not limited to, furniture, telephones, vending machines, and washers and dryers.
- 3. DAMAGE TO OR DESTRUCTION OF PREMISES: If the premises or any part thereof is destroyed or damaged by fire or other casualty, or taken by eminent domain, this Contract may be terminated by the University if it determines that the premises have been rendered unusable. If the Contract is not terminated, a proportionate reduction in room occupancy charge, determined by the University, in its sole discretion, shall be allowed until the premises are restored by the University to usable condition. The University will only allow such a reduction in the room occupancy charge if the damage occurred through no fault of the Occupant(s).
- 4. INVENTORY: Upon entering or changing to a new apartment or room, an Occupant is provided with information on how to report any repairs or damages to their apartment. Reported information will be referred to in matters concerning room repair and individual damage assessment
- 5. OCCUPANT PROPERTY:
  - a. RESPONSIBILITY: Neither the University, its officers, trustees, employees and agents, nor the Fraternity/Sorority House alumni, their officers, directors, employees, and agents shall be responsible for loss or damage from any cause to the personal property of Occupants. The Occupant shall insure any property brought onto the chapter house premises against the risk of loss or damage.
  - b. REMAINING PROPERTY: Property remaining in Occupant rooms upon expiration or termination of this Contract becomes the immediate property of the University. All personal property must be removed from the Fraternity/Sorority House during the summer break. The Occupant shall pay any charges or expenses incurred by the University in the disposal of such

property. Property remaining in common areas or at building exteriors can be confiscated immediately and becomes the property of Lehigh University after ten (10) days.

c. OCCUPANT WAIVER OF SUBROGATION: The Occupant shall and hereby does waive any right of subrogation which the Occupant or any of the Occupant's insurers may have against the University and its representatives, agents or employees due to loss or damage from any cause whatsoever to Occupant's personal property.

#### UNIVERSITY DINING SERVICE REGULATIONS

- 1. MEAL PLAN REQUIREMENTS: In the event that a Fraternity/Sorority does not provide an external meal plan service to its members, each Occupant living in the house will be required to purchase a university meal plan based on the same requirements used in Residence Hall Housing for dining eligibility.
- 2. CHANGES: Requests for change of meal plans within the requirements of the living area should be submitted to Housing Services within the first ten (10) days of class. After the first ten (10) days of class, students must petition through the Dining Services website for all meal plan changes.
- 3. REFUNDS: For regulations governing meal plan refunds, please refer to the Student Handbook located on the web at <a href="http://studentaffairs.lehigh.edu/content/financial-responsibilities">http://studentaffairs.lehigh.edu/content/financial-responsibilities</a>.
- 4. SPECIAL REQUESTS: Special meal plan requests and considerations throughout the year should be submitted in writing to the Dining Services website.