



# AUC UNIVERSITY APARTMENT REGULATIONS

*Effective date: April 1, 2017*

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# UNIVERSITY APARTMENT POLICIES & PROCEDURES

## ELIGIBILITY FOR UNIVERSITY APARTMENT OCCUPATION

- 1.1 Only students who are currently enrolled for classes at the American University of the Caribbean (“AUC” or the “University”) are eligible for accommodation in the University’s Apartment.
- 1.2 Such students are referred to as “Occupant/s” for the purpose of these Regulations. The University Apartment space assigned to an occupant is referred to as a “Unit”.

## COMPLIANCE WITH RULES

- 2.1 Occupants of the University Apartment are responsible for being familiar with and abiding by all University policies and procedures, including these Regulations, the Student Handbook (including Honor Code), the Non-Discrimination Policy and the Administrative Review and Grievance Procedures (ARGP). They are published to provide students with general notice of proscribed conduct and procedures addressing misconduct. They should be read broadly, and are not designed to define misconduct in exhaustive or exclusive terms.

## CANCELLATION OF UNIVERSITY APARTMENT AGREEMENT (PRIOR TO MATRICULATION)

- 3.1 The University Apartment Occupation Agreement (the “Agreement”) may be cancelled without penalty prior to matriculation if the Student notifies the University in writing more than two months prior to the beginning of the Semester Term that he or she does not intend to matriculate at that time for any reason or, if the Agreement was signed less than two months prior to the semester start date, provides the University such notice in writing within three (3) days after the date the Agreement is signed. In either case, the University will refund the student’s Security Deposit within thirty (30) days.
- 3.2 If the student does not matriculate for the designated Semester Term **or** otherwise **does not occupy the assigned Unit at the start of the Semester Term** and fails to provide the University with written notice of cancellation as set out above, then the University will retain the student’s entire Security Deposit as a non-refundable fee.

## TERMINATION OF UNIVERSITY APARTMENT OCCUPATION AGREEMENT (AFTER MATRICULATION)

- 4.1 The Agreement terminates on the last day of the Semester Term that is specified in the Agreement. Occupants are required to vacate the Unit by that date unless they have entered into a new Agreement for the next Semester Term.
- 4.2 An Occupant who withdraws from enrollment in all classes at the University will cause his or her Agreement to terminate early, and he or she must vacate the Unit within 24 hours of withdrawal.
- 4.3 An Occupant who takes an approved Official Leave for the remainder of the Semester Term will cause his or her Agreement to terminate early, and he or she must vacate the Unit within 24 hours of the date the approved Official Leave commences.
- 4.4 An Occupant who is dismissed from the University in accordance with the ARGP will no longer be considered an enrolled student for the purpose of these Regulations. His or her Agreement will automatically terminate and he or she must vacate the Unit within 24 hours of such dismissal or such other time as may be specified in the ARGP decision or associated documents.
- 4.5 An Occupant who is suspended from the University pursuant to disciplinary proceedings undertaken in accordance with the ARGP may be required to vacate the University Apartment, in which case the Agreement will automatically terminate and he or she must vacate the Unit within 24 hours of such suspension, or such other time as may be specified in the ARGP decision or associated documents.
- 4.6 Violations of any University policy, regulation, or standard of conduct governing occupation of a Unit (including the Non-Discrimination Policy), or violation of the Agreement, may result in early termination of the Agreement upon notice being given by the University Housing Office (“UHO”) and / or disciplinary action in accordance with the ARGP. Serious or repeated violations may result in dismissal from the University. A final decision on any disciplinary proceeding is not necessary for the University to terminate an Occupant’s Agreement if the University considers the Occupant’s continued occupation of the Unit to pose a risk to the health or safety of the University community or its property.
- 4.7 In the event of termination, the Occupant shall check out of the Unit with the time specified, following all check-out procedures, and pay any applicable fees or charges as set out in Section 12.
- 4.8 If a Occupant’s Agreement is terminated due to a Leave of Absence (LOA), withdrawal from the university, dismissal or suspension. Occupancy Fees paid for the Semester Term will be refundable as set out in Section 5.

- 4.9 For any other reasons, the university will retain the Occupation Fee and Security Deposit in full. Only exception to the policy would be medical circumstances with approval of the Associate Dean of Student Affairs.

### REFUND OF UNIVERSITY APARTMENT OCCUPATION FEE

- 5.1 If an Occupant's Agreement is terminated early, due to a Leave of Absence (LOA), withdrawal from the university, dismissal or suspension, the following policy will apply to a refund of the University Apartment Occupation Fee (the "Fee"), less deduction of any fees, charges or penalties assessed pursuant to these Rules:
- 5.1.1 For termination within the first 10% of the semester, 10% of the Fee will be retained by the University;
  - 5.1.2 For termination between the first 10 and 25% of the semester, 50% of the Fee will be retained by the University;
  - 5.1.3 For termination between the first 25 and 50% of the semester, 75% of the Fee will be retained by the University.
  - 5.1.4 Thereafter, 100% of the Fee will be retained by the University and the Occupant will be responsible for any other assessed charges, penalties or fees.

### APARTMENT ASSIGNMENTS

- 6.1 University Apartment assignments for each entering class are made on a first-come, first-served basis. In order to request a Unit, the applicant must return an Agreement together with the applicable University Apartment Occupation Deposit.
- 6.2 If the UHO determines there is space available, previously enrolled students may participate in a first-come, first-served basis assignment. Successful participants must complete a new Agreement and maintain their University Apartment Occupation Deposit to perfect an assignment. Students in the second semester of enrollment and above should not assume that space will be available for them to continue to occupy a Unit.
- 6.3 The UHO makes Unit assignments based on several factors, including availability and responses to the University Apartment Request Form and preferences indicated therein. Although an attempt is made to fulfill preferences, this is not always possible.
- 6.4 UHO assignments of Units are made without regard to race, religion, national origin, sexual orientation or disability, except where the University provides a reasonable accommodation as required under applicable law. The UHO does not guarantee an assignment of a specific Unit configuration, and may reassign the Unit when necessary.

### UNIVERSITY APARTMENT ASSIGNMENT FOR MEDICAL/ SAFETY EXEMPTION

- 7.1 Students may request a University Apartment assignment through the Office of Student Affairs on the basis of a medical or safety exemption which would justify their occupancy in the Apartment beyond the first semester.
- 7.2 In order to substantiate a medical exemption, the student must first be evaluated by a physician who must confirm in writing the student's medical condition and explain why living in a University Apartment (or living in a Unit with specified qualities) is necessary because of that condition. Additionally, the physician's report must specify the length of time the University Apartment will be needed in light of the student's condition.
- 7.3 If a student has been subject to criminal or other activity that poses a risk of future harm, then documentation of this may support an exemption being made on the basis of concern for the student's safety.
- 7.4 Submission of the request with supporting documentation does not guarantee placement in a University Apartment since such rooms are prioritized for first semester students. If the exemption is not granted, the University may also suggest other reasonable alternatives to a unit assignment which may not jeopardize the student's health, safety or well-being.

### CHECK-IN

- 8.1 Occupants who are assigned a Unit are required to check-in at designated times and dates. When Occupants check-in, they will receive a key, laundry card, an inventory form, and other pertinent information from the UHO.

### RESPONSIBILITY FOR DAMAGE

- 9.1 The inventory form provides the Occupant an opportunity to record the condition of the Unit at the time of check-in. It is each Occupant's responsibility to survey and record the condition of his or her assigned Unit, including furniture, fixtures, fittings, and appliances, and to return the inventory record to the UHO within one week of check-in.
- 9.2 When an Occupant checks out, the inventory is used to compare the current condition of the Unit to the recorded condition at check-in. Occupants are expected to maintain the Unit and its common areas in good condition. In the event of damage to the Unit or loss or damage to the furniture, fixtures, fittings or other items provided by the University in the Unit, the Occupant will be charged for the repair or replacement of the damage or loss.

and such amount will be deducted from the amount tendered as a security deposit. The cost of steam cleaning or any repair or maintenance necessitated by a violation of the smoking ban will also be chargeable against the security deposit.

- 9.3 If damages, losses or costs have been caused with respect to Units with shared space (e.g., kitchen, living and balcony areas), and there is no agreement between the Occupants and the UHO as to which of the Occupants is responsible therefore, the damages, losses or costs assessed will be evenly prorated between each of the Occupants and deducted from their respective security deposits.
- 9.4 Should any assessment for costs, loss or damage exceed the amount of the security deposit tendered by an Occupant, that excess amount shall be immediately due and payable. The Occupant will not be allowed to complete registration at the University for any subsequent semester of enrollment until such amount has been paid.

### CONSOLIDATION OF UNIVERSITY APARTMENT UNITS

- 10.1 During the Semester Term, vacant Units may exist or become available or a Unit may require repair and maintenance. The UHO reserves the right to consolidate the occupancy within its University Apartment facility by requiring Occupants to move into vacancies. If possible, the newly assigned Unit will be consistent with the preferences selected by the Occupant; however the UHO does not guarantee such consistency.
- 10.2 Occupants must ensure that any unassigned space in their Unit is kept vacant and available for occupancy at all times.

### TRANSFERS

- 11.1 For requested changes in an assigned Unit (“Transfers”), an Occupant must make a written Transfer Request to the UHO. Transfer Requests are permitted for three (3) weeks after the start of the semester. Transfers require the approval of the UHO and payment of a \$100 Transfer Fee. If an Occupant wishes to transfer to a more expensive Unit, payment of the difference in the Fee is a condition of approval of the Transfer request. To request a roommate swap, both parties must sign the Transfer Request.
- 11.2 Once a Transfer Request is approved, the Occupant will be required to move his or her personal effects to the new Unit as soon as possible. He or she will be required to complete another inventory for the new Unit.

- 11.3 Any Occupant who moves to another Unit without authorization from the UHO will be required to return to his or her original assigned Unit immediately and will be charged an Improper Transfer Fee of \$500.00.

### CHECK-OUT

- 12.1 In the normal course, Occupants must check-out of their Unit within the last published day of the Semester Term unless they have signed a new Agreement for the next Semester Term. In that case, the Unit must be maintained in a clean condition over the semester break so as not to attract insects, vermin or otherwise constitute a nuisance.
- 12.2 Occupants whose Agreement has been terminated in accordance with Section 4 will be required to check-out within 24 hours after the termination. Failure to check-out after termination of the Agreement will result in imposition of additional charges as set out in clause 12.6.
- 12.3 Prior to check-out, each Occupant is responsible for cleaning the Unit. All trash and any personal items must be removed. For occupants returning to the Unit for a subsequent semester, any personal property left in the Unit during a semester break is left at the occupants’ own risk. The bedroom, bathroom, living area, kitchen and appliances must all be cleaned prior to check-out. Should UHO staff determine that extraordinary cleaning services are required to bring the Unit up to an acceptable standard of cleanliness, it may hire such work to be done and deduct the charges from the Occupant’s security deposit. Occupants are expected to vacate the Unit in good condition and will be charged for any damage to the premises or breakage of appliances and furniture. Any queries regarding the standard of cleanliness may be directed to the UHO.
- 12.4 The Occupant must complete the Check-out Envelope, which may be obtained at the UHO.
- 12.5 Occupants must submit the completed Check-Out envelope with the key and laundry card to the UHO during its posted office hours.

### CHECK-OUT CHARGES

- 12.6 It is important for Occupants to follow the check-out procedures set out to avoid incurring extra charges. The following check-out charges will apply:
  - 12.6.1 Failure to check-out (moving out and not following procedures for Assisted or Express Check-Out): \$100.00.

- 12.6.2 Room key not returned: occupant will be charged for a lost key at current rates – see clause 37.2.
- 12.6.3 Laundry card not returned: \$10.00.
- 12.6.4 Extraordinary Cleaning: labor as required at \$25.00 / hr.
- 12.6.5 Trash removal: labor as required at \$25.00 / hr.
- 12.6.6 Loss or Damage: Charges according to cost of replacement or repair.
- 12.6.7 Failure to vacate within 24 hours after termination of Agreement: \$100 per day.

### REFUND OF SECURITY DEPOSIT

- 13.1 Occupants who have checked-out due to a Leave of Absence (LOA), withdrawal from the University, dismissal or suspension may be entitled to receive a refund of their security deposit within 30 days, less any check-out charges, or other fees, penalties or monies due to the University, including the cost of towing any abandoned vehicle.
- 13.2 If due, a refund will be credited to their student accounts.

### RENEWAL OF UNIVERSITY APARTMENT AGREEMENT

- 14.1 Any Occupant who wishes to renew an Agreement for the next Semester Term may participate in a lottery organized by the UHO in accordance with procedures notified to Occupants and students from time to time. The number of Units available for occupation by students enrolled in semesters two through five is limited. The UHO will determine the number of Units, if any, that will be available for the lottery in any particular semester.
- 14.2 Occupants who “win” the lottery must immediately sign a new Agreement and submit their deposit for the next Semester Term. The applicable Fees will be payable during registration for the next semester.
- 14.3 An Occupant who renews an Agreement, but who fails to occupy the assigned Unit the following Semester Term will be subject to a penalty in the amount of \$500 in addition to being liable for the Fee. The Additional fees and penalties are deductible from the University Apartment Security Deposit and any loan proceeds or refunds on the student’s account.
- 14.4 The Occupant’s Security Deposit will be retained by the UHO for the next Semester Term, but if the Occupant is assigned to a new apartment or bedroom, he or she will be required to checkout of the previous Unit and deductions for damages or loss will be made accordingly. If deductions are made, the Occupant will be required

to top up the security deposit to the amount currently required by the UHO.

### SEMESTER BREAKS

- 15.1 Occupants may remain in their assigned Unit at no additional charge during semester breaks if they have renewed their Agreement. The Unit must be kept clean in accordance with these Regulations over the semester break.
- 15.2 The University Apartment and common areas remain open during all holidays and semester breaks. Any Occupant staying over semester break is required to notify the UHO of his or her intention for security purposes.
- 15.3 The UHO reserves the right to perform any required cleaning, repair or maintenance of the University Apartment, and the Units contained therein, whether or not the Occupant is occupying his or her Unit during semester break.

## COMMUNITY STANDARDS

### ALCOHOL

- 16.1 Occupants over the age of 21 may have alcoholic beverages in their Units for their personal consumption. Alcoholic beverages may not be consumed in the common areas, such as lounges, breezeways, stairwells, courtyards or parking lots.

### DRUGS

- 17.1 Occupants shall not:
  - 17.1.1 possess or use illegal drugs, or prescription drugs without a prescription;
  - 17.1.2 distribute, deliver or sell illegal drugs; or
  - 17.1.3 possess or use drug paraphernalia.

### SMOKING

- 18.1 Smoking is prohibited within the University Apartment facilities, including elevators, stairwells, balconies, patios, etc. Occupants may smoke only in designated areas outside the building, away from entrances and windows.
- 18.2 Occupants are required to extinguish the ember and dispose of the cigarette butt in an ashtray or other appropriate receptacle. This does not include dropping the butt on the floor or ground.
- 18.3 Violation of the smoking regulations may result in charges being

assessed against the Occupant's security deposit as necessary to steam clean or repair any furniture, flooring, or other areas or items affected.

## CLEANLINESS / LITTERING

- 19.1 Occupants must maintain their assigned Unit and all common areas, in a clean and sanitary manner.
- 19.2 Rubbish must be disposed of only in designated bins or dumpsters.
- 19.3 Occupants must not disperse litter in any form on University grounds, common areas or facilities. This includes, but is not limited to cigarette butts, flyers, wrappers, cans, and bottles.

## GUESTS

- 20.1 Occupants shall not assign, sublease or allow the use of their assigned Unit to another person.
- 20.2 Occupant hosts shall assume full responsibility for ensuring that any person who is visiting them ("Guests") is familiar with and conforms his or her conduct to these Regulations.
- 20.3 All Guests are required to sign in with Security Services at the gate on arrival at AUC, and sign out when leaving. When signing in, each Guest must provide valid photo identification (driver's license or passport) to Security Services and provide the name of the Occupant whom he or she is visiting. If not accompanied by the Occupant, Security Services will notify the Occupant that he or she has a visitor before the Guest is allowed onto AUC premises.
- 20.4 Visiting Hours are:
  - 20.4.1 Sunday through Thursday: 8:00 a.m. to 10:00 p.m.;
  - 20.4.2 Friday and Saturday: 8:00 a.m. to midnight;
  - 20.4.3 No Occupants will be allowed to host Guests during finals and block weeks.
- 20.5 Occupants must accompany their Guest(s) within the University Apartment and common areas of the campus at all times. Guests are not allowed in classrooms, labs or the library without prior permission of the Dean of Basic Sciences.
- 20.6 Any Occupant who wishes to have an overnight Guest must obtain advance approval from the UHO.
  - 20.6.1 In the event that advance approval was not possible, Security Services may issue a temporary overnight pass. Security Services will require the presentation of a government-authorized ID and the temporary Guest will be required to sign-in and sign-out of campus. The resident and the Guest must visit the UHO within 24 hours

to complete a Guest Visitation Request Form. If the pass is issued on a weekend, the resident and the guest must visit the UHO on Monday.

- 20.7 A Guest fee of \$100 will be charged, which will allow the Guest to stay in the Occupant's assigned University Apartment for up to five nights. Only one overnight Guest at a time will be approved per Occupant. Any additional nights will be charged at a rate of \$25 per night.

## MAIL

- 21.1 Mail will be available for pickup by Occupants at the Note Service Monday through Friday during the hours posted.

## PETS / ANIMALS

- 22.1 Occupants are not allowed possession of pets other than fish in an appropriate container not to exceed 5 gallons. Any cost or damage associated with the possession of a pet will be charged to the responsible party(ies), including but not limited to damaged furniture, cleaning, and fumigation. Any occupant that does not comply with the pet policy will be charged a penalty fee of \$500 and be given a warning. If the offense is repeated a second time a \$1,000 penalty fee will be issued.
- 22.2 Feeding of stray or wild animals on the University campus is prohibited.

# CONDUCT STANDARDS

## SECURITY & SAFETY DEPARTMENT

**Phone:** 721-588-4018 or 721-545-6019

**Email:** security@aucmed.edu

## COURTESY

- 23.1 Courtesy hours are enforced 24 hours. At no time should an Occupant's noise interfere with the University Apartment community. Parties, loud talking or music, sporting activities, skateboarding, in-line skates, or other disruptive activities in rooms, courtyards, balconies, stairwells, or lobby areas are prohibited. Stereos, radios, TVs, computers, and other sound systems should not be played so loudly that they disturb others. Occupants are responsible for turning down sound systems or discontinuing noisy activity if requested to do so by another Occupant, UHO staff member or Resident Advisor at any time.

- 23.2 A UHO staff member or Resident Advisor may disperse a gathering when Occupants are disruptive or in violation of any University or Apartment policy.

## QUIET HOURS

- 24.1 Regular quiet hours shall be observed at the following times:
- 24.1.1 Sunday – Thursday nights: 10:00 p.m. through 8:00 a.m. the next day; and
  - 24.1.2 Friday – Saturday nights: Midnight through 10:00 a.m. the next day.
- 24.2 Quiet hours are enforced at these times regardless of holidays or semester breaks.
- 24.3 During examination periods, quiet hours will be enforced 24 hours. Loud playing of radios, stereos or any other noisy activity is prohibited.

## DISRUPTIVE CONDUCT

Occupants shall not engage in:

- 25.1 Acts that impair, interfere with, or obstruct the orderly conduct, processes and functions of the University or the University community; or
- 25.2 Acts that disrupt the University disciplinary process, including attempting to coerce or influence any person(s) in order to discourage participation in any disciplinary proceeding.

## ENDANGERMENT

- 26.1 Physical violence toward another person or group, and actions that endanger the health, safety or welfare of a person or group will not be tolerated.
- 26.2 Interference with the freedom of another person or group to move about in a lawful manner is prohibited.

## FAILURE TO COMPLY

- 27.1 Occupants must comply with a lawful order of a University Official (e.g., faculty, staff, administrators, Resident Advisors) or non-University law enforcement officer in the performance of his/her duties.
- 27.2 Failure to comply with the decision or sanctions rendered by a University Official or disciplinary entity may result in further disciplinary action.

## FALSE INFORMATION

- 28.1 Providing false information, withholding information, or providing misleading information to a University Official including University Safety and Security Personnel, Resident Advisor, member of the Van Wormer Review Committee, Administrative Reviewer or Committee, Grievance Committee or other disciplinary entity, constitutes grounds for disciplinary action.

## HARASSMENT

- 29.1 Occupants shall not engage in conduct that creates an intimidating, hostile or offensive campus, educational or work environment for another person or group. Conduct that threatens, harms or intimidates another person or group will not be tolerated.

## TRESPASS

- 30.1 Individuals who are not authorized, licensed or invited to enter University Apartment facilities are subject to arrest for trespassing if they fail to leave after being directed to do so by a University Official, Student Housing staff member, Resident Advisor or Security Services. Persons soliciting are considered to be trespassing.
- 30.2 Any AUC student who occupies a Unit without having entered into a valid Agreement and paid the requisite Fee and Security Deposit may be:
  - 30.2.1 evicted forthwith and required to pay a penalty fee in an amount to be determined by the UHO Director, as well as be subject to disciplinary proceedings; or
  - 30.2.2 required to immediately sign an Agreement, pay the requisite Fee and Security Deposit, together with a penalty fee in an amount to be determined by the UHO, and be subject to disciplinary proceedings.

All occupants are required to report any person to the UHO who appears to be trespassing or wrongfully occupying the University Apartments. An Occupant will be subject to having his or her own Agreement terminated and disciplinary proceedings commenced if he or she aids another person in trespassing or wrongfully occupying the University Apartment.



# SAFETY STANDARDS

## SAFETY PROTOCOLS

- 31.1 Occupants shall not:
  - 31.1.1 inappropriately activate any emergency warning equipment or falsely report any emergency;
  - 31.1.2 remove, damage, interfere or tamper with fire safety or other emergency warning equipment, including smoke detectors, sprinklers, and fire alarms;
  - 31.1.3 hang any items from or block sprinklers or smoke detectors; or
  - 31.1.4 fail to evacuate the University Apartment facility when a fire alarm is sounded.

## FIRE HAZARDS

- 32.1 The following items are considered fire hazards and are not allowed in the University Apartments, including the balconies, hallways, or common areas: camp stoves, hibachis, hot plates, and gas or charcoal grills.
- 32.2 Occupants must not leave candles or incense unattended or use them near curtains, bedding or other loose fabrics.

## HAZARDOUS ACTIVITIES

- 33.1 Possession, storage, or use of firearms, explosives, ammunition or other unauthorized weapons or dangerous articles or substances, including non-lethal items such as pellet guns or fireworks, is prohibited.
- 33.2 Occupants are prohibited from throwing any material or object from a window, ledge, roof or balcony. The use of slingshots or other related items within the University Apartments or its common areas is prohibited.
- 33.3 Occupants are prohibited from sitting, standing on, climbing on, or hanging from a balcony, railing, or roof.
- 33.4 Occupants may not ride motorcycles, bicycles, in-line skates or skateboards in the University Apartments or its breezeways, balconies, courtyards, lounges or lobbies.

## PROPERTY AND FACILITIES OFFENSES

- 34.1 Occupants may not engage in theft, malicious destruction, defacement, damage, or misuse of University or private property or common area facilities. Violation will result in replacement and repair costs being charged to the responsible party(ies) and may result in initiation of disciplinary proceedings.

# FACILITIES MAINTENANCE

## ELEVATORS

- 35.1 Tampering with or rewiring elevators is prohibited. Elevators may not be used during general building evacuation in a fire or severe weather emergency.

## FURNISHINGS

- 36.1 Occupants are responsible for all furnishings provided in their Unit. Furnishings may not be removed from assigned locations. Alterations to furnishings will result in charges for replacement or restoration to original condition.
- 36.2 Waterbeds, lofts, or homemade bunk beds are not permitted.
- 36.3 Due to limited space and safety reasons, occupants are discouraged from bringing in additional furnishings. The UHO reserves the right to have occupants remove personal furnishings if they are believed to pose a safety risk, impede movement within the Unit, or represent a fire hazard.
- 36.4 Community or lounge furniture may not be removed or relocated. If community or lounge furniture is found within a Unit, the Occupant(s) will be charged a minimum \$20.00 charge for its relocation, and may be subject to disciplinary proceedings.

## KEYS / LOCKS / DOORS

- 37.1 A key is issued to each Occupant at check-in. The room key also unlocks the main lobby doors. Keys are for the Occupants assigned to the particular Unit only and should only be in the possession of that Occupant. Keys may not be duplicated. All keys issued to Occupants are the property of the University.
- 37.2 Occupants should report a lost or stolen key immediately to the UHO. The UHO Director will make a determination as to whether or not the University Apartment security has been compromised.

If he/she determines that it has, the lock will be replaced and the Occupant assessed a \$150 lock change fee. If he/she determines that it has not, the key only will be replaced and the Occupant charged \$50.00. The UHO Director's assessment of the security risk will be final.

- 37.3 Locks may not be tampered with in any way that interferes with the use of keys or that prevents locking and unlocking of doors. Locks may not be added on any doors in the Unit, nor may they be changed or replaced except by authorized UHO personnel.
- 37.4 Fire Doors and University Apartment exterior doors must not be propped open.

### APARTMENT PERSONALIZATION POLICY

- 38.1 Nails, tacks, or any adhesive products that will damage surfaces are strictly prohibited. Painting, wallpapering, and paneling of a room by Occupants are not permitted. Posters, pictures and other decorative objects may be attached to interior surfaces of a room with the understanding that all Occupants in a University Apartment may be held financially responsible for any resulting damage or necessary repairs, including repainting. Shelves or other items are not to be attached to walls or ceilings. Carpet may not be affixed to the floor surface.
- 38.2 Occupants will be charged for the costs of repair or damage resulting from the violation of these policies.

## ADMINISTRATION

### IDENTIFICATION

- 39.1 A University ID card must be presented upon request of a University Official, including UHO staff, Resident Advisor or Security Services. Presenting false ID or otherwise impersonating a person authorized to be on the University Apartment premises is prohibited.

### INSPECTION OF UNITS

- 40.1 The University reserves the right of entry into your room to assure proper maintenance and repair, to ensure the health and safety of all residents, and/or to investigate a violation of Housing policies or other University or St. Maarten government codes, regulations, or standards that are occurring within the apartment. Where

practical, inspections of individual Units will be announced at least 24 hours in advance.

- 40.2 UHO staff may confiscate items that are found during inspections that violate these Regulations, or otherwise pose a fire hazard or safety risk.

## FACILITIES AND SERVICES

### PARKING OF VEHICLES

- 41.1 The University assumes no responsibility for damages that may result to any vehicles, or personal property stored in them, that are parked in any University parking lot. Any loss or damage should be reported to the University Security Services and to the local police department immediately. Automobiles and motorcycles are the only permissible vehicles that may be parked in the AUC lots (no trucks, boats or recreational vehicles are allowed).
- 41.2 Cars may not be parked on the grass or sidewalks. Motorcycles may not be stored in hallways, entry areas, stairwells or balconies. Unregistered vehicles, vehicles parked continuously for more than 60 days, inoperable vehicles or improperly parked vehicles will be towed at the owner's expense.

### APARTMENT APPLIANCES

- 42.1 Stoves: Occupants should never leave anything on the stove or in the oven unattended. Stove vents should be unobstructed. Flammable materials should not be stored on or near the stove. Grease should not be allowed to collect around the stovetop area or in vents. Do not use water on grease fires.
- 42.2 Refrigerators: Refrigerators should periodically be cleaned with warm water and baking soda. Food or containers should not be placed close to or on top of vents in the freezer or refrigerator compartments.

### CONSERVATION

- 43.1 Utilities are included in the Fee. Because these costs affect University Apartment rates, efforts to conserve resources are in everyone's best interest. The University generates its own electricity and it also operates a desalination plant. Students should practice conservation of water and electricity to keep costs down.

43.2 The damage, interruption or destruction of utility fixtures or operations will result in billing to the responsible party(ies).

## MAINTENANCE WORK ORDERS

44.1 When a maintenance problem occurs, an Occupant must complete a work order request at the UHO. Work is completed on a first-come, first-served basis, except for emergencies.

44.2 Once a maintenance request is filed, maintenance personnel will enter the premises anytime between 9:00 a.m. and 5:00 p.m., Monday through Friday. Occupants need not be present for work to be completed.

## PEST CONTROL

45.1 Professional exterminators spray the University Apartment facilities regularly to control pests. Occupants can help control pests by following cleaning and sanitation guidelines. When a continual or extreme problem with pests exists, occupants should contact the UHO to arrange for a special spraying.

## TELEPHONE

46.1 Each apartment is wired with telephone lines to the bedroom(s) and living room. Occupants must arrange for their own account to obtain telephone service. They must also provide their own telephone.

## TELEVISION

47.1 Occupants may bring their own TVs for use in a Unit. Cable connections are provided in each living room and bedroom. However Occupants must arrange for their own account with a cable provider.

## LAUNDRY FACILITIES

48.1 Laundry facilities are available at the University Apartments. Laundry machines are to be used at the occupant's own risk. Any malfunctioning machines should be reported to the UHO.

48.2 Misuse of laundry machines, including, but not limited to, use of foreign coins, removal of items, use of machines without paying, or attempted removal of money, may result in disciplinary action.

## GYM FACILITY & EQUIPMENT

49.1 Gym facilities and equipment are available on campus to Occupants, other enrolled AUC students, faculty and staff. **Anyone using the gym facilities does so at his or her own risk.** The University is not liable for any injury suffered by anyone using the facilities or equipment provided. Users of the gym facilities and equipment are required to do so in a manner that will not pose a risk of harm to others. See the Fitness Center Policies in the Student Handbook for more information.

# DISCIPLINARY PROCEDURES

## POLICIES & PURPOSE

50.1 The Regulations in this document in conjunction with all other University policies, including but not limited to and the Administrative Review conduct complaint process, apply with regard to complaints made regarding the conduct of Occupants or other members of the AUC Community.

# DAMAGES

## NO LIABILITY

51.1 The University is not liable for loss or damage to Occupants' property caused by fire, rain, windstorm, hurricane, theft, vandalism, or other act of God, or any causes beyond the control of the University.

51.2 The University shall not be liable for damages caused by failure to maintain or repair the University Apartment facility unless it has failed to make necessary repairs or maintenance within a reasonable time after written notification to the UHO for the need for such repairs.

## SECURITY OF PERSONAL BELONGINGS

52.1 To help ensure security of personal belongings, all Occupants should indelibly mark and identify each piece of property brought to the University Apartment. It is recommended that each Occupant also compile a list of his or her possessions and keep it in the safe provided in each unit. If something is stolen, he or she should immediately notify University Security Services and the local police department.

# GENERAL

## AMENDMENTS

53.1 These Regulations may be modified, amended or revised from time to time by the University, and any changes will be binding on Occupants from the effective date.

## EFFECTIVE DATE

54.1 The effective date of these Regulations is April 1, 2017.



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School of Medicine

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