

## Policies & Regulations - Apartments

Described below are the Policies & Regulations that govern all occupants of Granada, Piedra del Sol, Tarastec, Villa Alvarado, and Zapotec Apartments. By completing and signing the Student Housing License Agreement and taking occupancy of an on-campus apartment, you hereby agree to all provisions and understand that violation of policies will result in disciplinary intervention.

*\*These policies are subject to change, without notice.*

### Accountability

Each Licensee is viewed as a responsible person who will be held accountable for their own actions and those of their guests. When misconduct is reported, the campus will take appropriate action in accordance with campus policy and in consultation with the University Police department and/or campus administration. Incident investigation requires adequate time for completion before any action will be taken.

### Alcoholic Beverages

1. No Licensee or guest under 21 years of age may possess or consume alcohol in any residential community.
  - a. Neither Licensees nor guests of any age may possess or consume hard liquor, such as whiskey, rum, vodka etc. in any residential community apartment.
  - b. The possession of empty alcohol containers, including shot glasses, may be considered evidence of consumption of alcohol previously contained therein.
  - c. No person under 21 years of age may be in the presence of alcoholic beverages.
  - d. Gross consumption of alcohol and the results of such consumption (such as disruptive or destructive behavior, vomiting or urinating on floors and hallways, incidents or conditions necessitating extra care by staff and other such acts) are prohibited.
  - e. Guests, of any age, are not permitted to bring alcohol into any residential community apartment.
  - f. Licensees or guests of any age may not possess alcohol or drug consuming devices/paraphernalia.
2. Licensees 21 years of age or older may possess and consume beer and wine under the following conditions:
  - a. Only in an of-age Licensee's apartment (not including balcony) with the door(s) closed, with no one under 21 years old present at any time.
  - b. Licensee's guest(s) age 21 or older, may consume beer and wine only in Licensee's apartment (not including balcony) with the door(s) closed, with no one under 21 years old present at any time.
  - c. No residential community apartment with one or two Licensees 21 years old or older may contain more than a total of 72 oz. of beer or 750 ml. of wine, including sparkling wine.
  - d. No residential community apartment with three or more Licensees 21 years old or older, may contain more than a total of 144 oz. of beer or 1500 ml. of wine.
3. In addition to these policies, Licensees are expected to abide by the university Alcohol policy, which applies to all campus living environments. The university Alcohol policy can be viewed online at [http://go.sdsu.edu/universitysenate/files/06941-fnl2policy\\_file\\_accessible\\_8\\_11\\_16\\_\(1\).pdf](http://go.sdsu.edu/universitysenate/files/06941-fnl2policy_file_accessible_8_11_16_(1).pdf)

### Appliances

University-provided refrigerators, stoves, and microwaves are provided for food preparation or storage. No hot plates (including candle warmers), grills, electric water coolers, or other cooking appliances are permitted in any residential community apartment. Space heaters are prohibited in all residential community apartments. No personal refrigerators are permitted in any residential community room or apartment. Violations will result in disciplinary action and any monetary charges for costs attributed to removal or repairs will be the responsibility of the Licensee.

**Bathrooms**

Licensee and their guests are not permitted to enter or use bathrooms designated for the gender of which they do not identify.

**Bicycles**

Bicycles are not permitted in buildings (including individual rooms) or in courtyards, patios or balconies. Bicycles may be stored only in the designated bike storage area near or adjacent to any residential community hall/apartment during occupancy. Bicycles placed or stored in any other location will be impounded.

**Candles/Incense/Flammables**

The burning of any materials, including incense or candles, is prohibited except when prior written request and written approval has been obtained from the Director of Housing Administration and/or Director of Residential Education (or their designee) for the purpose of religious or spiritual observance only. Plug in fragrance devices are also prohibited in residential community apartments.

**Cleanliness, Health and Hygiene**

Reasonable efforts must be made to maintain proper personal cleanliness and hygiene. Online room inspections are available on the Licensee's Housing Portal after move in. Any Licensee who does not complete their online room inspection within 72 hours waives their right to contest any damage charges. Residential community rooms, suites, or apartments must be kept clean and sanitary at all times, including proper disposal of empty food and beverage containers. Licensees may not violate these regulations or interfere with the safe and clean environment of others. Licensees are prohibited from activities that violate any health code. The university reserves the right to inspect residential community rooms, suites, and apartments on an as needed basis. If any residential community room, suite or apartment is found to be cause of a health and safety violation, the university may have the residential community room, suite, or apartment cleaned at the expense of the Licensee(s) and/or roommate(s) and/or suitemate(s). Charges for pest control services will be added, if needed.

**Close Down Over Breaks**

During vacation breaks and closedown, Licensees must unplug all electrical items, except permitted kitchen appliances.

**Commercial Ventures/Solicitation**

Solicitation of any kind, without prior approval by the Director of Residential Education or designee, is prohibited. Door to door solicitation is prohibited at all times. Additionally, Licensees are prohibited from knowingly or willfully permitting solicitors from entering on-campus apartments to solicit. Licensees agree to not use any area of the residential community apartment for commercial or non-residential purposes.

**Community Living**

Licensees agree to conduct themselves in a manner that is conducive for fellow residents to study, live, and sleep. Each Licensee also agrees to demonstrate reasonable efforts to resolve roommate and/or community issues. Licensees are expected to report violations of the License Agreement to staff members.

**Damages/Vandalism**

Licensees and/or their guests who accidentally or intentionally damage or vandalize any residential community apartment property, and/or property belonging to any member of the campus community, will be required to make restitution for repairs and/or replacement at the Licensees' expense and disciplinary action will be pursued.

**Decorating/Posting**

Posters and decorations may be attached only to interior walls, and only with materials that will not cause any permanent damage. Hanging heavy items on the back of doors is prohibited. Charges will be assessed for damages resulting from improper attachment at a minimum rate of \$40. Exterior wires, signs, aerials or satellite dishes are not allowed. Painting of rooms is not allowed. Posting of any materials on exterior surface of room doors is prohibited, except for name identification and SDSU-approved and supplied dry erase message boards. Posting on windows and ceilings is also prohibited. Holiday decorations inside rooms are permitted only if safe and do not present a fire hazard. Non-UL approved lights are prohibited. Cut/live trees and foliage are prohibited in any residential community apartment or room.

**Doors/Door Locks**

Tampering with, disabling, or modifying the operation of doors or door locks in any residential community apartment or room is prohibited. Any Licensee and/or guest of a Licensee responsible for such violation will be subject to disciplinary action. Any charge for costs attributed to repairs of doors or door locks will be the responsibility of the Licensee.

**Drugs**

No drugs, narcotics, or controlled substances, including medical marijuana, may be possessed, used, sold nor distributed at the university or any residential community apartment, room or suite. No drug paraphernalia, including any type of bong, pipe, and the like, may be possessed, used, sold nor distributed at the university or any residential community room, suite, or apartment. No person may be in the presence of drugs, narcotics, controlled substances or drug paraphernalia, including any bongs, pipe, and the like, at the university or in any residential community room, suite, or apartment. Prescription drugs may only be used as prescribed, by the person to whom they are prescribed. The sharing or distribution of prescription drugs is against policy and the law. Use of drugs and the results of such use (such as disruptive or destructive behavior, vomiting or urinating on floors and hallways, incidents or conditions necessitating extra care by staff, and other such acts) are prohibited.

**Duty to Follow Directives/Failure to Respond**

Each Licensee is expected to respond to and follow all written and verbal directives or requests of university staff promptly and act in an appropriate manner. This includes answering the door and checking one's voicemail, e-mail, and mailbox on a regular basis. Failure to comply with directions of, or interference with, any university official while acting in the performance of official duties will result in disciplinary action.

**Electrical Safety**

Extension cords are not permitted. UL approved, grounded power strips with circuit breakers should be used for all electrical equipment including computer and computer related hardware. A maximum of two power strips may be used per room, in separate outlets. No modifications to, or changes in, electrical wiring are permitted. No "splices," "octopuses" or modification devices of any kind may be used to add plugs in Licensee's room, suite, or apartment. Excessive electrical equipment is prohibited. Licensees in residential community rooms, suites, or apartments found to generate circuit overloads will be investigated. Repeat violations will result in disciplinary action and any charges for costs attributed to removal or repairs will be the responsibility of the Licensee.

**Elevators**

If an elevator malfunctions, press the alarm and stay inside until help arrives. Do not attempt to jump up and down, pry open or hit doors, or climb out. Licensee will be charged the cost to retrieve items dropped down shafts, or repairs due to Licensee or their guests' negligence or damage, including damages resulting from exceeding the posted elevator capacity.

**Explosives**

Licensees shall not possess any firearm, ammunition, fireworks, explosives, gasoline, propane, highly flammable material, or any other weapon. Violation of this policy may result in criminal prosecution.

**Fake IDs**

The use, display, production, and/or possession of fake or fraudulent forms of identification, including identification that belongs to another person, is prohibited; such ID will be turned over to the University Police. Violation may result in both legal and disciplinary action.

**Fences**

Fences are designed for the safety of the residential community. Students are not permitted to climb over/under fences or prop gates open, thereby, compromising the safety of the community.

**Fire Alarms/Fire Safety**

Tampering with, disabling, deactivating, removing, covering, or improperly activating fire safety detection equipment including fire extinguishers, fire alarms, sprinklers and smoke detectors is prohibited. Any Licensee and/or guest(s) of the Licensee responsible for violation are subject to eviction and criminal and civil penalties. Door closers must not be removed. Use of prohibited cooking or other devices that cause activation of the system will result in disciplinary action and a charge for costs attributed to the alarm. During a fire alarm or other emergency where evacuation is required, Licensees must immediately exit the building.

**Food Service**

While in any campus dining facility, Licensee agrees to bus dining table and to pick up any trash left behind in order to promote a more pleasant dining environment. Shoes and shirt are required to be worn at all times. Licensee may not allow others to use Licensee's meal plan.

**Furnishing False Information**

Licensee must provide accurate and truthful information, including properly identifying themselves and guest(s), upon request by university staff.

**Gambling**

Gambling is prohibited in all residential community apartments and on all university grounds.

**Guests**

1. A guest is any person who is permitted by a Licensee, and approved by the Residential Education Office, to occupy and/or reside in, for a limited time, a housing facility. Guests, including residents of other halls, must register a valid photo ID for entry at the front desk. Visitors and guests, including residents of other halls, must be escorted and in attendance by Licensee at all times and checked out at the front desk when leaving the building. A Licensee accepts responsibility for the behavior of Licensee's guests and must inform guests of university regulations. The Licensee is allowed no more than three guests in Licensee's room in University Towers, Granada, and Zapotec at any given time.
2. Licensees living in designated over- the-break housing may have only one guest at a time during break periods.
3. Overnight guest(s) privileges are extended to Licensees on a temporary and occasional basis only after securing approval from any and all roommates, and registering the guest(s) at the residential community front desk. Overnight guests must be housed only in the hosting Licensee's room. An overnight guest is considered anyone whose visit lasts more than six hours, beginning or falling between the hours of 9:00 p.m. and 6:00 a.m. The same guest may not stay in a residential apartment for more than eight (8) nights per calendar. The university reserves the right to deny access to any person.

## **Halogen Lamps**

Halogen lamps of any type are prohibited in all on-campus apartments.

## **Lockout Key, Swipe Card, and Access Devices**

When the Licensee moves into any residential community apartment, they are provided a room key(s), swipe card or other form of access device. Lost or stolen keys/swipe cards/access device must be reported within 24 hours at the residential community's front desk and a lock change will be ordered. A lost key or card poses a security risk! Report a lost or stolen SDSU Red ID card to the SDSU Card Office via their website, <http://www.sdsucard.sdsu.edu>. This will immediately deactivate your SDSU Red ID Card. Speak with your front desk to receive a temporary replacement card. Licensee will be billed for lost/stolen keys and/or access device and/or swipe cards in all any residential community apartment. Licensees must exercise care in usage of these items. These access items may not be given/loaned to any person other than specifically assigned Licensee. Staff will assist Licensees in room entry and the Licensee will be charged \$25 per entry, regardless of reason for lock out. Staff may not be readily available and the Licensee may be required to wait. Multiple incidents may result in disciplinary action.

## **Motorized Vehicles**

Motorized vehicles may not be operated, charged, or stored inside any SDSU residential community apartment or dining facility. This includes, but is not limited to motorcycles, mopeds, hoverboards, self balancing scooter boards, two wheeled scooters, Segways, carts, etc. Motorized vehicles used for documented disabilities are exempt from this policy.

## **Mistreatment of Staff**

Threats, harassment, abusive behavior, unwanted touching, and any other mistreatment of staff are grounds for university disciplinary action, eviction and criminal prosecution.

## **Noise**

1. Quiet hours are observed from 9:00 p.m. to 10:00 a.m., Sunday through Thursday, and from midnight to 10:00 a.m. on Friday and Saturday. During quiet hours, Licensee and guests must limit noise so it is not detectable outside of individual rooms. During quiet hours, noise levels are also limited in all public areas, including hallways, recreation/study rooms, balconies, pools and outdoor areas.
2. During final examination periods, all halls will observe quiet hours 24 hours per day beginning at 9:00 p.m. two (2) days prior to the university's first scheduled final examination and ending at the close of the building and/or the end of the university's last scheduled final examination.
3. During times not designated as quiet hours, Licensees and their guests must limit noise so as to reasonably avoid disturbing other residents. Loud talking or group gatherings that disturb others are not permitted.
4. Amplified sound, playing of drums and other loud instruments, as well as noisy games, electronics, etc., are prohibited at all times in all residential community rooms, suites, or apartments.
5. The Noise policy also applies to loud talking and group gatherings outside any residential community apartment buildings.
6. General custodial and maintenance activities are exempted. Specific projects performed by contractors may start at 8:00 a.m.

## **Online Social Networks**

Licensee will be held accountable for postings depicting or describing violations of any residential community apartment regulations and campus policies.

## **Passive Involvement**

Licensee are responsible for choices they make. In the presence of a policy violation, Licensees may attempt to stop the violation, contact residential staff and/or immediately remove themselves from the situation and the vicinity of the violation. If a Licensee chooses to remain at the scene of a policy violation, they will be included on the Incident Report and may be held accountable for a policy violation.

**Pets**

Animals of any kind, except fish in a bowl up to 2-gallon capacity, are not allowed in any residential community rooms, suites, apartments, or common areas, or on the premises (except by faculty or full-time professional staff when approved by the Director of Housing Administration and Director of Residential Education). Licensees may not feed/shelter stray animals. Licensees are obligated to tell hall staff about stray animals so appropriate action can be taken to remove and protect the animal.

**Photograph**

Persons in bedrooms, bathrooms, and dressing areas may not be filmed, recorded or photographed without specific written Licensee consent.

**Physical Abuse and Harassment**

Abusive physical and verbal behavior, and threats of physical abuse toward Licensees, guests, or staff, are violations of policy and will not be tolerated. Such conduct may be grounds for disciplinary action, removal from the residential community room, suite, or apartment, eviction, and/or criminal prosecution. Examples of prohibited conduct include, but are not limited to sexual and racial harassment, threats of violence, sexual assault, fighting, punching, slapping, kicking, scratching and pushing. Practical jokes and pranks or other disruptions are prohibited in any residential community room, suite, or apartment.

**Public Health and Safety**

The university reserves the right to close any residential community room, suite, or apartment if such a closure is required to protect the public health and/or safety of residents.

**Safety/Security**

1. Licensees must present their SDSU Red ID card and/or building identification if asked by a university official. Keys, swipe cards and access devices are for Licensees only; lending these items or Red ID to another individual is not allowed. Possession of a swipe card for a building that Licensee does not live in is against policy.
2. Emergency equipment, including fire alarms, AEDs, and smoke detectors may not be tampered with at any time.
3. Room signs and directional signs may not be tampered with or removed.
4. Public doors may not be propped open.
5. All residential community rooms, suites, and apartments are subject to regular safety and maintenance inspections by the staff.
6. All first floor rooms have university- provided window/door security bars for the security of residents; it is the responsibility of each resident to use them. Licensee will be billed to replace window/door security bars if damaged.

**Skateboards and Scooters**

The use of scooters, roller blades, and skateboards within any residential community apartment complex and on or adjacent to university property is prohibited and such users are subject to citation and fine by the SDSU Police Department as well as disciplinary action.

### **SDSU Residential Housing Network Acceptable Use Policy**

The university provides wireless connections to all any residential community apartments. Internet access is not guaranteed and may not be available to some Licensees under certain circumstances. University policy describes what use is acceptable and appropriate for your residential network connection. By connecting to or using a network connection in your any residential community apartment. Licensee agrees to abide by university policies. It is strongly recommended that Licensee review the University's Acceptable Use policy (AUP) at <http://security.sdsu.edu/policy/housing-aup.html>, which is incorporated into this License Agreement. Disciplinary Procedures, Business Affairs, Academic Affairs, SDSU Human Resources, or law enforcement officials, as appropriate, will adjudicate violations of the Acceptable Use Policy. The SDSU Computing Security Officer may temporarily suspend network privileges of any university user while suspected violations are being investigated or adjudicated, even if it affects network services of roommate(s) and/ or suitemates. If Licensee's network privileges are suspended, Licensee must pay to be reconnected. Licensee's network privileges will be permanently revoked after the third violation. Depending on the severity of the violation, Licensee's network privileges may be revoked after one violation.

### **Smoking**

SDSU is a smoke free campus. Smoking, hookahs, and water pipes are prohibited in all university buildings, including any residential community apartments, student rooms, lounges, recreation rooms, public areas, hallways, stairwells, balconies, walkways, courtyards and pool areas. Smoking is prohibited in outdoor areas including courtyards and community centers. Smoking is defined as inhaling, exhaling, burning, or carrying a lighted or vapor-producing tobacco product. Tobacco is defined as all tobacco-derived or containing products, including, but not limited to, cigarettes (clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, hookah smoked products, and oral tobacco (spit and spitless, smokeless, chew, snuff). The SDSU Smoking policy may be found at <http://smokefree.sdsu.edu/>.

### **Theft**

Theft of campus property, or property in the possession of, or owned by, a member of the campus community, is prohibited. This includes borrowing without specific prior approval, and the relocation of lounge or common area furniture.

### **Throwing Objects**

Balls, sports equipment and any other item may not be used inside any, residential community rooms, suites, or apartments, common areas, and fire lanes. No object may be thrown or dropped from a window, balcony or opening.

### **Unauthorized Entry or Use**

Unauthorized entry into, unauthorized use of, or misuse of personal or campus property is prohibited. This includes the use of emergency exit doors when no emergency exists.

### **Video Cameras**

Video cameras may be located in the residential community apartment elevators and other common areas (e.g., lobby, lounge, laundry room, hallways, dining facilities, etc.) for the protection of residents. Exterior cameras may monitor outside areas near the residential community apartment buildings. Covering, breaking, damaging or tampering with video cameras is a violation of policy and will result in disciplinary action.

## **Weapons**

Firearms, ammunition, fireworks, explosives, highly flammable materials, weapons, projectile devices, guns or knives, tasers, swords, hatchets, or replica weapons, or any other weapon or material or instrument which poses a risk of damage or injury is strictly prohibited and a violation of the law.

*Definitions* (in all cases include, but are not limited to, the following):

- Firearms - Any gun, rifle, pistol or handgun designed to fire bullets, BBs, pellets or shots (including paint balls or darts) regardless of the propellant used. This includes air-soft guns, ornamental rifles used for ROTC training, and "replica" weapons.
- Weapons - Any instrument of combat possessed or carried for the purpose of inflicting or threatening bodily injury, including a blackjack, slingshot, billy, sand club, sandbag, metal knuckles, or tasers. Replica weapons used for classes or student activities are prohibited.
- Knives - Dirks, daggers, ice picks, pocket knives, or knives having a fixed blade longer than 2-1/2 inches (California Penal Code 626.10). This does not apply to the lawful use of cutlery and other eating implements used in food preparation or consumption.

## **Windows, Balconies and Patios**

Window screens are not to be removed, loosened, or altered. Licensees will be billed for breaking the seal, including the tamper tag, on an operable screen and will be billed the cost to replace, re-install, or repair damages (when applicable) to any screen. Licensees may not enter or exit a residential community room, suite, or apartment through the windows except for emergency, safety, and/or security purposes. No items except patio furniture designed for outdoor use may be placed on balconies and patios. Hangings, partitions, or curtains of any type may not be used on balconies or patios. These areas shall not be used for storage of furniture, barbecues, bicycles or other items including hanging of laundry. Unauthorized entry to other Licensees' rooms, windowsills, roofs, ledges, and balconies is prohibited.