A. Housing and Residential Life Agreement

1. When a student signs a housing agreement for on-campus housing accommodations, the student agrees to respect and adhere to all policies and regulations pertaining to University housing as outlined in this document and any other document containing University housing rules and regulations including - but not limited to - the Housing Agreement and affiliated addendums, the Housing & Residential Life website, Student Rights and Responsibilities Handbook, Department of Housing and Residential Life (HRL) publications, and/or HRL communications.

2. Each student is responsible for knowing these regulations and conducting themselves accordingly. Students who do not adhere to Housing policies may be subject to administrative action that may include fines, educational sanctions, costs of restoration and/or replacement, reassignment(s) to other residential areas, or the termination of residency. Repeated or serious violations of Housing policies and/or violations of policies outlined in the Student Rights and Responsibilities Handbook will result in disciplinary action.

3. Student residents are responsible for rule violations occurring in their respective room, apartment, or suite, including but not limited to bathrooms and other living spaces owned by the University (herein referred to as residential spaces) and common areas and may be subject to disciplinary action for such violations.

4. The University and HRL reserves the right to refuse to enter into any agreement for University housing accommodations with any student.

5. Where the health, safety or academic environment may be compromised, the University reserves the right to make changes such as room changes and reassignment(s) to other residential areas or the termination of residency. Students who are charged with a violation of regulations may also be temporarily moved pending adjudication of charges.

B. Residency Requirements

1. All single first-year freshmen students are required to live in University housing for at least two academic semesters. All single students who have earned less than 30 credit hours and have not resided in University housing for two academic semesters are required to live on campus for two academic semesters. This policy does not apply to single first-year students who have been out of high school for more than one year, or to single first-year freshmen who live with their parents in Miami-Dade or Broward Counties. Neither does it apply to those students who, for disciplinary or administrative reasons, may be denied the privilege of continued residency on campus.

2. Undergraduate students residing in University housing must be regularly enrolled students of the University, taking a minimum of 12 credit
hours each semester. Graduate students (when housed by exception) must carry a minimum of nine credit hours per semester.

To apply and sign-up for University Village apartments, students must have 45 or more completed academic credits. In order to move into University Village, students must have 60 or more completed academic credits or have completed 4 academic semesters at the University and be achieving satisfactory academic progress as defined by the University Bulletin.

C. Occupancy
1. Occupancy begins when the student checks in to their assigned University housing accommodations. Occupancy of a room is limited to a properly assigned resident and to the period for which the housing fee has been assessed.
2. Residents are not permitted to sublease or rent their residential space to another.
3. No student is permitted to enter another student's room or apartment without permission from the occupant.
4. Students may not change or exchange rooms without prior approval from the HRL Office.
5. Residents may only occupy one side of their assigned double room. The other half of the space must remain empty at all times if the space is unoccupied. In the case of the University Village, residents may only occupy their assigned bedroom.
6. Questions regarding occupancy should be directed to HRL central office staff.

D. Inspections
The University reserves the right to inspect rooms at any time. Such checks include but are not limited to those made to inspect for the presence of unauthorized persons, damages, verify residency, repair facilities, health and safety, and compliance with University and Department of Housing and Residential Life policies and regulations, the Students Rights and Responsibilities Handbook, as well as public laws.

In University Village, the inspection of apartments and individual bedrooms will take place on a regular basis; may be as often as once-a-month during the fall and spring semesters and more often during the transitional summer months of June and July.

E. Search and Seizure
In the event that there are facts and circumstances that lead a reasonable person to believe that contraband items or unauthorized persons are located in a residential space, HRL professional staff members and/or the Dean of Students Office have the right to initiate the Administrative Search and Seizure process. During an administrative search the possessions of all residents residing in the residential space and all individuals present in the residential space will be searched.

F. Contraband Items
In the event any item that is prohibited by University regulation or state or local laws is discovered in a University housing residential space, all residents assigned to that residential space where the contraband is found may be considered in possession of the item(s) for disciplinary reasons.

G. Emergency Powers
In the event that the Vice President for Student Affairs (or their designee) reasonably believes that there is a clear and present danger to the health and/or safety of any person or persons as a result of conditions or events on or originating from the campus of the University of Miami,
it shall be within the discretion of that official to invoke emergency powers and waive the
delineated procedures, duties, and rights associated with search and seizure and to authorize a
controlled and orderly search of the University of Miami campus and/or any unit thereof by
authorized agent of the University of Miami. Any and all evidence resulting from the search and procedure shall be considered admissible for any and all University discipline and prosecutorial purposes.

H. Guests
In order to ensure adequate security in University housing, students and guests may be required to present identification upon request. Between 10:00 p.m. and 7:00 a.m. in the residential colleges, students and their guests must present picture identification with the security assistant. Refusal to present identification will result in denial of admittance to University housing. HRL staff reserves the right to ask any guest to leave at any time.

1. Guests may visit students' rooms/apartments only by invitation. The resident shall at all times be responsible for the conduct of their guests.
   • A guest is defined as any non-resident of an assigned space that is granted access by a host or signed in as a guest with HRL staff by a residential student.

2. A resident shall be permitted to entertain guests only with the express permission of their roommate(s).

3. When accompanied by the resident, guests may visit halls, lounges, courtyards, and other common spaces. In areas where bathrooms are shared by the floor, guests must use restrooms that align with their gender identity. In accommodations where a private or semi-private restroom is available, guests may use that facility only if the roommate and/or suitemates/apartment-mates grant permission.

4. Each resident is permitted to have up to five guests at any given time.

5. The Area Director or designee is authorized to impose an administrative charge and/or suspend visitation rights when it is determined that a resident has violated HRL policies and/or Student Rights & Responsibilities policies.

Overnight Guests
An overnight guest is considered to be a visitor utilizing the room/apartment of a resident student as a place of temporary lodging.

1. A resident is permitted to have overnight guests only with express permission of each roommate/suitemate/apartment-mate.

2. Overnight guests are permitted for a maximum of seven days per semester.

3. Due to limited room/apartment space, the number of total overnight guests permitted in any residence should not exceed two.

4. The resident accepts full responsibility for their overnight guest(s).

I. Care of Rooms and Facilities

1. It is expected that all residents will maintain reasonable standards of cleanliness in their room/apartment, and that rooms will be kept clear of trash and waste. Other conditions that contribute to substandard health and safety of the residents and that necessitate subsequent maintenance attention may subject the student to a fine, disciplinary action, and/or payment for the cost of cleaning and maintenance.

2. Each resident is responsible for the University property and furnishings in their room or apartment. All University property and furnishings must remain inside the room/apartment.

3. Alterations of the physical structure or property of the residence halls by students is not permitted without the written authorization from HRL.

4. Placing mattresses on the floor is not permitted.
5. Objects may not be placed on windowsills or ledges.

J. Pets
Pets, other than aquarium fish and University approved service and emotional support animals, are not permitted in any residential college room or in University Village. This pertains to visiting pets as well as those of the residents of the residential space. Aquariums cannot exceed a 10 gallon capacity.

K. Service & Emotional Support Animals
Approval requests for emotional support animals (ESA) and service animals must be coordinated and approved by the Office of Disability Services prior to a student moving to campus housing.
1. Students are expected to abide by the Assistance Animals policies posted by the Office of Disability Services (http://camnercenter.miami.edu/disability-services/accessibility/assistance-animals/index.html)
2. The owner of an approved service animal or ESA may be asked to temporarily remove an animal from an assigned space or be present in order to facilitate services such as pest control or maintenance.
3. HRL Staff reserves the right to ask the owner of an approved or unapproved service animal or ESA to remove the animal from a particular space or housing assignment. Examples of warranted requests for removal include, but are not limited to, evidence of mistreatment or abuse, display of aggressive behavior, excessive barking or noise, unhealthy or excessively dirty living conditions, violations of Housing & Residential Life Policies & Procedures, and/or violations of the Student Rights & Responsibilities Handbook.
4. In case of emergency where residential students are evacuated to a temporary shelter, only service animals will be allowed into the shelter. Alternate accommodations must be found for emotional support animals.
5. These policies, procedures, and protocols will be applied and interpreted in accordance with applicable state and federal statutes and regulations.

L. Trash
Residents are responsible for disposing or recycling their trash in designated receptacles on their floor or apartment area. Leaving trash outside of a residential space door is not permitted at any time. Failure to comply may result in a fine or disciplinary action.

M. Decorations
While there is opportunity for students to express individuality in decorating their residential spaces, all residents are expected to follow these guidelines at all times:
1. Combustible materials are prohibited such as: straw, hay, palm fronds, cane reeds, vines, branches, leaves, and Spanish moss.
2. The use of adhesive substances such as contact paper, glue, or decals on walls, ceilings, floors, doors, or furnishings may result in damage to existing surfaces and is therefore prohibited. Items such as sheets, flags, aluminum foil, tapestries, fish nets, beads and parachutes may not be suspended overhead in students' rooms or hung from exterior windows, entrance ways or hallways. Hammocks and other suspended chairs are also prohibited.
3. Students assigned to a University residential space are responsible for any decorations that alter, ruin, or otherwise damage University property within that residence. Students are prohibited from painting any part of their residential space, including, but not limited to, doors, entrance ways, hallways, or bathrooms.
4. Students are prohibited from decorating public areas, including floor lounges, without permission from HRL.
5. Decorative lights, including holiday lights, must be U.L. rated and approved for use. Electric lights or electrically operated ornaments shall not be hung on pipes or used on metal, aluminum, or any other similar metal which could induce electric shock. Decorative lights or cords may not be routed under rugs, carpets, through doorways, or in any manner that could present a fall or trip hazard or impede egress. Holiday lights must be turned off or unplugged when no one is present in the room. Only artificial holiday trees can be used and must be made of a non-combustible material.

N. Electrical Appliances
In order to comply with local fire and safety regulations, the following restrictions have been imposed. Additionally, if a resident violates the following policies, HRL staff have the right to confiscate such items, which may be held indefinitely. At the discretion of the Area Director, confiscated items may be returned upon request and should be immediately removed from the residential area upon retrieval.
1. Barbecue grills and other cooking utensils shall not be used or kept on balconies, terraces, bathrooms, lobbies, porches, stairwells, or residential spaces.
2. Cooking is not permitted in student rooms except for the use of coffee pots, popcorn poppers, microwave ovens and hot pots (all four with encased heating units). Cooking is permitted only in designated student kitchen areas and University Village apartment kitchens.
3. Coffee pots, hot pots and popcorn poppers with encased heating units are permitted. They may be used only for the express purpose of heating liquids. Popcorn poppers may only be used for the purpose of making popcorn. All open coil appliances including toaster ovens and portable burners are prohibited. This includes but is not limited to George Foreman-type grills, toasters, induction burners, and the like. Devices with flammable lithium-ion batteries are also prohibited.
4. Electrical extension cords are not permitted. Residents should utilize power strips that monitor the flow of electricity (such as models made by Tripp-Lite or GoldX) for their appliances and electronic devices. (120 volt, U.L. approved; built-in manual reset; 15-amp circuit breaker; maximum length of cord six (6) feet; maximum six (6) outlets at end of cord)
5. Multi-outlet electrical plugs that are attachable to a permanent outlet are also prohibited. All electrical appliances must be attached directly to a permanent outlet or onto a power strip as noted above.
6. The possession or use of gasoline or flammable petroleum products and canned heat units within University housing living units is prohibited.

7. Drums and electrically amplified musical instruments, including microphones, may not be used in student rooms/apartments.

8. Refrigerators other than those meeting HRL specifications, found in the Guide to Living on Campus, are prohibited.

9. Students in the apartments are permitted to use appliances which do not exceed 7.5 amps or 900 watts. Students are advised to use caution with such items and be mindful not to allow amperage or wattage to exceed a particular circuit's capacity.

10. Motorcycles, motor scooters, motor bikes and petroleum powered all-terrain vehicles are prohibited in all University housing areas.

O. Candles
The possession or use of candles or incense within a residential space is prohibited. The possession or use of candle warmers is also prohibited.

P. Modification/Relocation of University Property
All room furnishings are the property of HRL and may vary due to inventory. HRL and University property may not be removed from University housing or from the public areas without written authorization from HRL. Students missing assigned property or found with furnishings from the public areas of the University in their residential space are subject to fines and disciplinary action.

Q. Locks & Keys
1. All locks, keys, electronic locks, and issued temporary access cards are the property of the University and are not to be repaired, changed, or duplicated except by University facilities personnel.

2. Residents are not to borrow keys/access cards from other residents nor lend keys/access cards to anyone.

3. If a student's key/access card is lost or stolen, or if for any other reason a student wishes to have his/her lock changed/re-programmed, the student will be responsible for the cost of re-keying the room/apartment or re-programming the lock.

4. Controlled access points (doors and gates) are provided in all residential areas to control access. The access door/gate alone is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity.

5. Residents and/or their guests should not impair the use or function of the access doors/gates.

6. Residents are solely responsible for the control of visitor access to their residential space.

7. Each resident is granted three courtesy lockouts when facilitated between the hours of 8:00am – 10:00pm.

8. Lockouts processed between 10:00pm – 8:00am are subject to an administrative charge.

9. Any resident who accrues eight or more lockouts is subject to a disciplinary action.

R. Quiet Hours
Residents and their guests and invitees shall, at all times, maintain order and reasonable quiet at all times in residential areas. Loud, offensive, disturbing or objectionable noises, boisterous activities or conduct that unreasonably disturbs the ability to study, sleep or the enjoyment of a residential area by other residents and their guests (including unreasonable uses of
televisions, radios, stereos or other electronic equipment, amplifiers, guitars, pianos, keyboards or other musical instruments, or computers) or unreasonably disturbs the surrounding neighbors is prohibited. Residents shall comply with all local rules and regulations relating to noise and nuisances.

1. Quiet hours are Sunday through Thursday from 10pm-8am and from 12am-10am on Friday and Saturday. 24 quiet hours are in effect during exam periods.
2. In cases where residents violate the quiet hours of a floor/apartment area, HRL reserves the right to make room changes or terminate residency.
3. Music of any type may not be directed or broadcasted outside of rooms/apartments.

S. Restricted Areas/Special Living Areas

1. Students are not permitted in mechanical rooms, electrical closets, utility spaces, window ledges, or the roofs of any University buildings.
2. In cases where special living areas have been designated, the policies and regulations governing these specific areas will be outlined and distributed by HRL. Unless specifically stated, all policies in this guide shall apply to these special living areas.

T. Bicycles

Bicycles may only be stored in student rooms or exterior bicycle racks. Bicycles stored illegally may be confiscated by authorized University personnel, and disciplinary action taken. Bicycles may not be ridden inside University buildings.

U. Skateboarding, Roller Skating, Rollerblading, and Use of Scooters

Skateboarding, roller skating, rollerblading, hover boards, and the use of scooters is prohibited in University housing.

V. Hall Sports

Residents may not engage in any sport or sport related activities within University housing rooms/apartments, lounges, hallways, stairwells, or other public areas. Sports or sports related activities include, but are not limited to: Frisbee, floor hockey, golf, bowling, football, soccer, baseball, and basketball. Students may not use water pistols, super soakers, or any other mechanism that projects water in the above-mentioned areas. Also, students may not use foam or projectile style toy guns or any other device that resembles a weapon.

W. Waterbeds, Water Furniture, Hot Tubs, Tanning Beds, and Spas

Waterbeds, water furniture, hot tubs, tanning beds, and spas are prohibited in all areas inside and immediately outside University housing.

X. Windows and Exteriors of Residential Buildings
Objects shall not be thrown from any window, doorway, landing, or stairwell. No object or material may be placed in, on, or hung from, in front of, or behind windows which block transparency or alters the appearance of the windows or the exterior of the building. Also, no object (i.e., signs, banners, aluminum foil, towels, sheets, ropes, wires, etc.) may be placed on the exterior of the building. Specific to the University Village, all draperies, drapery linings, shutters, or blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance. Exceptions to this regulation may only be made by HRL.

Y. Distribution of Materials
No materials may be distributed under, on, against, or in front of doors to student rooms/apartment in University housing. Solicitation, canvassing and/or distribution of flyers or any other materials is prohibited anywhere in residential areas as well as on the exterior of buildings and including in the two University Village parking garages. Students or organizations wishing to advertise in University housing must follow procedures outlined on the HRL Marketing & Communications webpage.

Z. Alcohol Policy
All residents must abide by the alcohol policies outlined in the Student Rights & Responsibilities Handbook.
1. Alcohol is permitted to be consumed in residential student rooms only by students who are 21 years of age or older. In the event where a roommate is under the age of 21, the alcohol belonging to the resident who is of legal drinking age must be clearly kept on that resident’s side of the room, or, if in an apartment/suite, to whom the alcohol belongs must be clearly evident.
2. The consumption of alcohol or possession of an open container is prohibited in all common areas of the residential colleges and University Village. A public area is any area outside of a student’s room/apartment, such as, but not limited to, grounds, corridors, stairways, courtyards, or any other public areas in and around residential buildings.

BB. Emergency Equipment & Procedures
1. Directions for evacuation of University buildings, including all residential areas, in cases of emergency are posted throughout each building. All students are required to participate in building evacuations and fire drills. Any time that a fire alarm is triggered in a building, all students must exit the building in the requisite amount of time of five (5) minutes deemed appropriate by Coral Gables Fire Rescue.
2. During building evacuations and fire drills, students may not return to buildings until authorization is given by the police, fire department, or other appropriate University staff member.

CC. Roommate Rights & Responsibilities
In full support of the educational mission of the university, students living on-campus are expected to view academic responsibilities as their primary goal. Therefore, the purpose of a student’s room is primarily for study and sleep, which take precedence over social privileges. Residents are expected to facilitate this environment for others around them. Each resident should also take responsibility for communicating concerns in a timely and productive manner to their roommate(s), an RA, or other staff member so that concerns can be addressed.
1. Roommate Rights:
• The right to feel safe from harm
• The right to have an environment conducive to sleep
• The right to study in one’s room free of unreasonable noise and distractions
• The right to a clean and well-maintained space
• The right to privacy and respect for one’s personal space and belongings
• The right to communicate and resolve grievances

2. Upon moving into a new space with a roommate, every resident will have the opportunity to initiate the completion of a roommate agreement with the RA. Once set, the agreement will be like any other policies or expectations, but does not supersede HRL Policies or the Student Rights & Responsibilities Handbook. You can work with your RA to address concerns and revise this agreement at any time throughout the year.

3. Steps for Addressing Concerns

- Communicate with your roommate(s):
  - Respectfully, in person, openly
  - Reference your roommate agreement
- Notify your RA of unresolved concerns.
- Participate in a mediated meeting with your roommate(s) and RA.
- Amend your agreement and set guidelines for moving forward.
- Utilize area professional staff as needed.

4. Accountability

- At any time, a resident has the ability to reach out to the Area Director for support. If a conflict is unable to be resolved, an Area Director will step in to address concerns. This may result in continued mediation, addressing policy violations, or an administrative room change of one or more residents.
- The Area Director is authorized to conduct an administrative room change for any resident who is violating policies, not following the guidelines and rules of a roommate agreement or mediation agreement, or is found interfering with the roommate rights and responsibilities.
# Department of Housing & Residential Life Fines & Charges

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<th>Amount</th>
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<td>Room entry after 10pm</td>
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<td>Failure to Show Cane Card after 3 entries</td>
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<td>Missing in-room Emergency Guide</td>
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<td>Electrical Cords violation</td>
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<td>Early Termination of Contract</td>
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