

GENERAL PROVISIONS FOR OCCUPANCY for 2020-2021 RESIDENCE HALLS

Lehigh University, Bethlehem, Pennsylvania

The following **General Provisions for Occupancy (“GPO”)**, in conjunction with the **University Conduct System, as described in the Student Handbook**, safeguard the rights of all residents and clearly set forth Lehigh University’s expectations for all residents occupying University Residence Halls. 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 (including the COVID-19 Addendum attached hereto), as well as any and all appropriate University Policies and Procedures applicable to the Occupant’s status at the University (e.g., Students – Student Handbook) referenced in either of these documents.

SPECIAL PROVISIONS

1. The Occupant agrees to abide by all Lehigh University, federal, state, and municipal laws, regulations, and ordinances, including, but not limited to any and all appropriate 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 or may subject the Occupant and his/her guests to fines, disciplinary action, and/or termination of the Contract.
3. The GPO is subject to change as deemed necessary by the University.
4. This 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.

OCCUPANCY TERM

Residence Hall rooms are rented on an annual basis only. Unless otherwise indicated in the Contract, Occupant shall rent his/her room or apartment for one academic year from one academic year from the first day of class until the last day of finals. The Occupant is expected to reside in the Residence Hall 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 Residence Halls, or for facility-related problems (see also Section 20 of this GPO relating to events of Force Majeure).
2. **BREAK HOUSING:** Rooms may not be occupied during vacation periods unless specific approval is given by Housing Services. 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 except under the signed sponsorship of an appropriate administrative or faculty representative and the approval of Housing Services. 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 PROTOCOL:** An emergency evacuation protocol is in place to ensure resident safety and security in time of crisis. In the event of an emergency, Occupant and any family members, roommates, and other guests in the apartment must comply with the University’s emergency evacuation protocol 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. **EXTENDED HOUSING ACCOMMODATIONS:** Some students may be assigned to extended living accommodations. Students with extended assignments will be reassigned to regular living accommodations as determined by the Offices of Housing Services and Residence Life.
7. **GUESTS:** Occupants may not house guests for more than three (3) consecutive days without written permission from the Office of Residence Life. Occupants are responsible for communicating all University policies and regulations to his/her guests. Guests may not infringe upon the rights of other Occupants in the Residence Hall, particularly the rights of the Occupant's roommate(s). Occupants will be held responsible at all times for his/her own conduct, as well as the conduct of Occupant's guest(s).
8. **INDEMNIFICATION:** Occupant shall 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, related thereto, as a result of Occupant's use and/or occupancy of a Residence Hall 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 or its trustees, officers, employees, and agents.
9. **OCCUPANT RESPONSIBILITY FOR INFORMATION:** Occupant is responsible for knowing the content of all materials published and distributed by the Offices of Housing Services and Residence Life and abiding by all information contained therein.
10. **Themed Communities:** Residents of themed communities may be required to sign a supplemental and binding agreement.
11. **MOVE IN:** No one may occupy rooms or apartments in Residence Halls prior to the day preceding registration unless approved in advance by Housing Services.
12. **MOVE OUT:** Occupants must vacate and remove all personal belongings from their Residence Hall rooms 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.
13. **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 University. If the Occupant is in a multi-occupancy room, the University reserves the right to reassign and change his/her roommate(s). The Occupant will be held responsible for any change in housing rate(s) caused by reassignment.
14. **REFUNDS:** For policies and Procedures pertaining to Refunds and Deposits and Residence Hall Housing Room and Board charges please refer to the University Handbook located on the web at <http://studentaffairs.lehigh.edu/content/financial-responsibilities>. (see also Section 20 of this GPO relating to events of Force Majeure).
15. **RIGHT OF ENTRY/SEARCH AND SEIZURE POLICY FOR UNIVERSITY HOUSING:** Authorized University personnel reserve the right to 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, alternations, or additions to the room that are in violation of the provisions of this Contract; and to respond to an emergency or crisis situation. University staff, including Gryphons are responsible for reporting violations of Lehigh University policy to the Lehigh University Police and/or appropriate University officials.

In addition, 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. University regulations include, but are not limited to, University Residence Hall housing policies, provisions of the

Contract (including this GPO) and any and all appropriate University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook). "Cause" means a suspicion that would lead a reasonable person to believe that another person is committing or has committed an act in violation of University regulations. 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 (excluding clerical personnel) and Lehigh University Police.

This provision shall not limit the right of the Lehigh University Police to enter any apartment or room in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure when there is probable cause to believe that a violation of state or federal law is being or has been committed.

16. **ROOM CHANGES:** Occupant is not permitted to exchange rooms or substitute one Occupant for another without prior written approval from Housing Services. Occupants must consult the Assistant Director of Residence Life in their Residence Hall for the procedures applicable to changing Residence Hall rooms or apartments.
17. **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): <http://studentaffairs.lehigh.edu/content/financial-responsibilities>.
18. **SUB-LEASING:** Sub-leasing of apartments or rooms is prohibited.
19. **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 Residence Hall 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 <http://studentaffairs.lehigh.edu/content/financial-responsibilities>. (see also Section 20 of this GPO relating to events of Force Majeure).

20. **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.
21. **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 Residence Hall 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.
22. **FORCE MAJEURE:** The University shall not be liable or financially responsible (i.e., will not issue refunds) for any delay or failure to perform its duties 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, 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.

CONDITIONS OF OCCUPANCY

Appropriate conduct, as outlined by any and all appropriate 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 Residence Halls, 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 respond to all official University directives or requests. Occupant is advised to acquaint him or herself with the more detailed regulations covering this topic in the Student Handbook.

1. **ALCOHOL:** Alcohol is only permitted in a 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 an apartment has residents who are of legal drinking age (21) and 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, dinking games and all drinking paraphernalia, as addressed in the University's Social Policy, are prohibited in all areas of Residence Halls, 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 Residence Hall Housing are designated by gender and should be used accordingly. Some housing has all gender bathrooms according to the placement of the all gender housing option for students. All common area bathrooms in residence hall housing are all gender bathrooms.
 - b. **COOKING:** Common kitchens are designated for use by all residents. The cooking guidelines must be followed.
 - c. **EXTERIOR DECORATIONS:** Exterior decorations are prohibited unless approved by Housing Services. The Occupant shall not shake, clean, or hang any items from the windows, curtain rods, ledges, or roofs of the building, or place items on the window ledges.
 - d. **KITCHENS:** Common household kitchen items (except deep fryers) are permitted in kitchen areas only
 - e. **LOUNGE FURNITURE:** Furniture may not be removed from lounges or other common areas without the permission of Housing Services. If lounge furniture is found in an Occupant's apartment or room, he/she will be subject to disciplinary action and fines, and will be billed for the cost of removal.
 - f. **SLEEPING:** Sleeping in lounges or any other common area is prohibited.
 - g. **STAIRWELLS, EXITS, HALLWAYS:** Stairwells, 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.
 - h. **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 his/her 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 residence halls. Quiet hours are from 11:00 p.m. to 8:00 a.m. Sunday night through Friday morning and from 1:00 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 a 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: No 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) will be allowed in Residence Halls.
7. POSTING NOTICES: Bulletin boards are available throughout Residence Halls 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 Residence Life.
8. PROHIBITED ACTIVITIES: The University and Office of Housing Services prohibits the following in residential areas: vandalism; cutting wood; playing with fire; chemical experimentation; 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; the use, possession or sale of drugs and illegal substances; possession of drug paraphernalia; theft of university services.
9. RECYCLING: Pennsylvania law requires the University to recycle. As a campus resident and a member of the Lehigh University community, each Occupant is expected to abide by any and all established recycling guidelines, available at <http://sustainability.lehigh.edu/recycling>.
10. RESTRICTED AREAS: Occupant is prohibited from accessing and entering restricted areas such as roofs, mechanical equipment rooms, buildings closed for vacation, 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 Lehigh University staff include a bed rail for safety purposes. Bed rails are available upon request to students that choose to bunk their University issued beds throughout the year. Failure to request or use provided bedrail(s) is done at your own risk.
 - 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 his/her 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 ability of the door to close and latch properly, thus creating a security concern.
 - f. FURNITURE: All 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 door or windows from properly functioning. Furniture may be rearranged within a room or apartment in accordance with its designed purposes.

- g. LOFTS: Prior to constructing or using a loft in any University building, Occupants must (1) obtain a copy of the *Loft Safety Guidelines and Sample Construction Specifications* from Housing Services, and (2) sign and return a *Student Waiver of Liability and Assumption of Risk* form to Housing Services.
 - h. PAINTING: The painting of residence hall rooms is prohibited. All rooms with paint differing in color from the initial move in color will be professionally painted after the academic year, the cost of which will be charged to the Occupants of the room.
 - i. REPAIR/RENOVATION: Repair or renovation of a room by any Occupant or external source is 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 building and surrounding grounds that it determines are necessary at such time or times as it may determine. If repairs to the building 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 repairs, renovations, painting, or other work is required because of the carelessness, negligence, or fault of the Occupant or 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 or 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. WATERBEDS: Waterbeds are prohibited.
13. SMOKING POLICY: Tobacco is only permitted in a bedroom where one or more of the Occupants are at least 21 years of age. If any Occupant is under the legal purchasing age of 21, the Occupants of legal age are permitted to possess tobacco, but cannot provide it to anyone under the age of 21. If an apartment has residents who are of legal purchasing age (21) and not of legal purchasing age (under 21), tobacco is only permitted in the bedroom of the resident(s) who are at least 21 years of age. Occupants must comply and cooperate with the University Smoking Policy (https://www.lehigh.edu/~policy/documents/nonsmoking_policy_rev_09-08-1.pdf). The carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or other lighted smoking equipment is prohibited. This also includes products containing or delivering nicotine intended or expected for human consumption, (including but not limited to, electronic cigarettes, chewing tobacco and snuff) or any part of such a product, unless it has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation or other medical purposes and is being marketed and sold solely for that approved purpose. Smoking is permitted on residential grounds, provided it occurs fifteen (15) feet from any building entrance and away from windows of residential facilities.
14. SNOW REMOVAL: The 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.

SAFETY AND SECURITY

- 1. 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.
5. **FLAMMABLE MATERIALS:** Flammable items including candles, candles 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 the offending Occupants to disciplinary action. 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 Access Control. 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. 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 Residence Halls except in building or apartment kitchens; broilers, coffee makers, deep fryers, electric fry pans, electric kettle (hot pot), grills/griddles, hot plates, microwave ovens, refrigerators exceeding 4.6 cu. ft., rice cookers, toasters, and toaster ovens. Common household kitchen items (except deep fryers) are permitted in Farrington Square, and Sayre Park Apartments kitchen areas and in the common area of any building kitchen. 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 Residence Halls except in areas designated by the University: air conditioners (unless approved and installed by the University), exterior antennas, electric blankets, boats, halogen lamps, Hover boards, laundry machines, outdoor clotheslines, outdoor fences, portable heating units, power tools, satellite dishes, smoke machines, sun lamps, and trailers. Firearms, fireworks, ammunition, air guns, paint ball guns, spring type weapons, slingshots, martial arts weaponry, explosives, and switchblade or hunting knives are also prohibited. The University reserves the right to confiscate the items described in this section and to fine policy violators. The University also reserves the right to determine the potential danger of prohibited items described in this section and to confiscate any such items. The possession or use of any potentially dangerous item or material is strictly forbidden.
10. **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, Residence Life, or University Police.
11. **SECURITY:** An Occupant should not take any action that compromises the safety and security of themselves, other Occupants, or living areas. Occupants must not remove screens. Room doors should be locked whenever Occupants leave the room. Occupants will be fined if their room door is found to be left unlocked on a continuous basis.
12. **SECURITY SCREENS:** Security screens are to remain closed and locked at all times.

PROPERTY

1. **ASBESTOS CONTAINING MATERIAL (“ACM”):** The Occupant acknowledges that there may be asbestos containing material in some areas of the Residence Hall. The University will make available to the Occupant 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:** Occupant will be held responsible for any damage or theft related to his/her apartment or room or any other part of the Residence Hall 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:** Every Occupant, upon entering or changing to a new apartment or room, has the opportunity to complete and submit on-line an *Apartment/Room Condition Form*. The *Apartment/Room Condition Form* is an opportunity for the Occupant to personally assess the condition of his/her apartment/room and its contents. This form will be referred to in matters concerning room repair and individual damage assessment. Residence Life staff, including Gryphons shall assist Housing Services in maintaining any necessary inventory system(s) for the premises including but not limited to keys, room condition, furniture and equipment.
5. **OCCUPANT PROPERTY:**
 - a. **UNIVERSITY RESPONSIBILITY:** Neither the University, its officers, trustees, 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 that he/she brings onto the premises against the risk of loss or damage.
 - b. **REMAINING PROPERTY:** Property remaining in Occupant rooms upon expiration or termination of this Contract immediately becomes the property of Lehigh University. All personal property must be removed from the residence halls 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.

DINING SERVICE REGULATIONS

1. **CHANGES:** Requests for change of meal plans within the requirements of the living area should be submitted to the Housing Services within the first ten (10) days of class. After the first ten (10) days of class, students must petition the Office of Student Auxiliary Services for all meal plan changes.
2. **ID/DINING CARDS:** The exchange of ID/Dining Cards, or the use of any card by anyone other than the student to whom it is issued, is prohibited and will result in the confiscation of misused card.
3. **REFUNDS:** For regulations governing meal plan refunds, please refer to the University Handbook located on the web at <http://studentaffairs.lehigh.edu/content/financial-responsibilities>.
4. **REQUIREMENTS:** All Occupants residing in residence halls (except Farrington Square and Sayre Park Apartments) are required to participate in the appropriate meal plan.

5. SALES, SOLICITATION, AND COMMERCIAL ENTERPRISES: Students may not conduct any commercial enterprises or solicitation in the Dining Facilities. Students are required to promptly report to Dining Services the presence of any promoter, vendor, or unauthorized visitor.
6. SPECIAL REQUESTS: Special meal plan requests and considerations throughout the year should be directed to the Office of Student Auxiliary Services.
7. THEFT: The removal of food or equipment (dishes, glassware, silverware, salt and pepper shakers, trays, etc.) from dining areas is prohibited.
8. UNAUTHORIZED ENTRANCE: Unauthorized entrance into the dining halls is prohibited.

LEHIGH UNIVERSITY.

COVID-19 ADDENDUM TO GENERAL PROVISIONS FOR OCCUPANCY for 2020-2021 RESIDENCE HALLS

Lehigh University, Bethlehem, Pennsylvania

This COVID-19 Addendum (this "Addendum") is an essential part of the General Provisions for Occupancy for Residence Halls to which it is attached (the "GPO"). The GPO is incorporated by reference into the Housing & Meal Plan Contract (the "Contract"). The Contract and the GPO are referred to collectively as the "Housing Agreement".

1. Definitions. Capitalized terms used and not defined in this Addendum have the respective meanings assigned to them in the Housing Agreement.

2. Conflicts and Inconsistencies with Housing Agreement. In the event of a conflict or inconsistency between this Addendum and the Housing Agreement, the terms and conditions set forth in this Addendum shall govern and control.

3. Compliance with COVID-19 Requirements. Occupant agrees to abide by (a) all requirements and best practices related to preventing the transmission of COVID-19 as may be published from time to time by governmental authorities having jurisdiction, including but not limited to the U.S. Centers for Disease Control and Prevention and state and local health authorities; and (b) all University policies, rules, conditions, regulations and procedures related to or arising out of COVID-19, as modified, amended or supplemented from time to time ("COVID-19 Requirements"). Residence Halls

4. Health and Safety Closure.

(a) University shall have the right to restrict access to the University Residence Halls, in whole or in part, including closing the University Residence Halls entirely and requiring Occupant to vacate the University Residence Halls for an indeterminate amount of time, in the event that University, in its sole and absolute discretion, determines that doing so is in the best interests of the health and safety of its students, the University community and/or the public, including, without limitation, for the purpose of complying with any (i) law, regulation or order established by a national, state or local governmental authority or (ii) other COVID-19 Requirement (a "Health and Safety Closure").

(b) University, in addition to other termination rights described in the Housing Agreement, and elsewhere herein, shall have the right but not the obligation to terminate the Housing Agreement immediately and take possession of an apartment or room in the event of a Health and Safety Closure.

(c) In the event of a Health and Safety Closure, Occupant shall vacate and remove all personal belongings from University Residence Halls within the timeframe established by the University. Occupant is expected to follow established closing and/or check-out procedures published by Housing Services.

(d) In addition to any rights set forth in the Housing Agreement, University may, but shall have no obligation to, access and use and/or allow third parties to access and use (including lease) the University Residence Halls in whole or in part during a Health and Safety Closure. Occupant shall not be responsible for any damage to the University Residence Halls caused by such third party.

(e) In the event of a Health and Safety Closure, University shall credit Occupant's bursar account in accordance with applicable University policies (the "Closure Credit"). The Closure Credit shall be the sole and exclusive remedy available to Occupant in the event of a Health and Safety Closure. Except for the Closure Credit, University shall not be liable to Occupant for any direct, indirect, consequential, incidental, punitive or other liabilities, losses, costs or other damages arising out of or related to a Health and Safety Closure, and Occupant waives the right to make any claim for the foregoing.

5. Guests; Occupant Property.

(a) Notwithstanding anything to the contrary set forth in the GPO (, Occupant shall comply with all COVID-19 Requirements related to guests and other visitors in University Residence Halls.

(b) Occupant acknowledges and agrees that, given the uncertain nature of the COVID-19 pandemic, a Health and Safety Closure may occur at any time and continue for an indefinite period. Therefore, Occupant is strongly discouraged from bringing large furniture (for example, beds, futons and couches) or other large personal items that may be difficult to remove from University Residence Halls in an expedited manner. In the event that Occupant leaves any such property in University Residence Halls during a Health and Safety Closure, University may remove such property from University Residence Halls and Occupant shall pay any charges or expenses incurred by the University in connection with such removal (including charges incurred to ship such property to Occupant, if any).

6. Force Majeure. In addition to the force majeure provision set forth in the Housing Agreement, the University shall not be liable or financially responsible (i.e., will not issue refunds) for any delay or failure to perform its duties under the Housing Agreement or this Addendum by reason of (a) government order, law, or action, including, without limitation, work stoppage, business closure or similar orders related to any pandemic or epidemic, including COVID-19; or (b) pandemic, epidemic, illness or disease, including COVID-19. University's reliance on the force majeure provisions set forth in the Housing Agreement and this Addendum shall not be adversely impacted or otherwise prejudiced by the fact that such force majeure event is currently occurring or is otherwise foreseeable in any manner.