

Iowa Western Community College

HOUSING RULES AND REGULATIONS

The agent for Western Iowa Dorms, Inc. and / or Iowa Western Community College reserves the right to make decisions on Village, Tower, and Suite assignments and the right to refuse assignments or to terminate occupancy of any resident. The Landlord, management, including the Board of Directors, and any agent acting on behalf of WID and / or IWCC, reserves the right to enter and inspect any Village, Tower room, or Suite when it appears that the occupant of this facility may be physically harmed or endangered, when it appears that a policy is being violated, to perform periodic scheduled maintenance, or health and safety inspections.

The Board of Directors of Western Iowa Dorms, Inc. and IWCC reserve the right to increase or diminish the amount payable as rentals and / or deposits at any time during the term of this contract.

Only full time students enrolled at Iowa Western Community College may reside in the Reiver Tower, Reiver Village, or Reiver Suites.

1. **CONDUCT.** Resident shall not bring, or allow any of its guests to bring, onto the Premises, Common Areas or the Facility any animal (except for Seeing Eye dogs), firearms, explosives, dangerous or hazardous substance, alcohol or illegal drugs, or empty alcohol containers. Resident shall not allow more than twelve (12) persons to be present in an Apartment at any one time; Resident shall not allow more than six (6) persons to be present in a Residence Hall room at any one time; Resident shall not allow more than eight persons to be present in a Suite at any one time. Resident shall cause all guests and visitors at the Premises or Facility to comply with all provisions of this Lease contract (including without limitation the Rules and Regulations) regarding the use and occupancy of the Premises and the Facility. Resident agrees not to leave guests unsupervised and / or unaccompanied by Resident at any time. Resident shall not use, or allow its guests or visitors to use, the Premises or the Facility for any unlawful purpose, and shall not permit any loud noises or noxious odors to emanate from the Unit.
2. **MAINTAIN ORDER.** Resident shall at all times maintain order on the premises, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb other Residents of the Facility. All radios, television sets, stereo equipment, or any other appliances or items which may cause noise, etc., shall be turned down to a level of sound that does not annoy or interfere with other Residents of the Facility. No band instruments shall be played on the Premises at any time. No music lessons, either vocal or instrumental, shall be permitted on the Premises at any time. No candles, halogen lamps, incense or other odor producing items shall be used on the Premises. Resident shall not permit any offensive noises and/or odors to originate from the Premises at any time.
3. **NO OBSTRUCTIONS.** Resident shall not obstruct or use the driveways, sidewalks, courts, entry passages, stairs or halls of the Facility for any purpose than ingress and egress. Resident shall not place any signs in the Premises that are visible from the exterior of the building(s) of which the Premises are a part. Resident shall not allow bicycles or such other vehicles to obstruct the driveways, sidewalks, courts, entry passages, stairs, halls, patios or balconies of the Facility.
4. **PARKING.** Each Resident is permitted to have one (1) vehicle on campus, which is registered to Resident, their parent or guardian. Parking is available for Resident in front of the Reiver Suites, west side of the Reiver Tower, and surrounding the Reiver Village complex. All residents must obtain a housing parking sticker to park in on campus housing lots. Motorcycles are to be parked only in the parking lots and are not allowed in any housing facility. All housing residents must park in the housing parking lots and may not park in other lots designated for commuter students. For complete IWCC traffic and parking regulations, please see the IWCC Student Handbook.
5. **RECREATIONAL FACILITIES.** Landlord shall permit only Resident, his or her family members and invited guests if accompanied by the Resident, to use the recreational facilities, if any, provided by the Landlord at the Facility. All such facilities shall be used by such persons only in strict compliance with rules and regulations from time to time adopted by the Landlord with respect to such facilities. Recreational activities of any kind are not permitted in any IWCC parking lot. Sledding, snowmobiling, snowboarding and / or skiing is not permitted on the IWCC campus.
6. **WINDOWS AND DOORS.** Resident and their guests may only enter or exit using the main entrance, by the front desk, of any IWCC housing facility. Windows and doors at the Facility shall not be obstructed by Resident. If Landlord provides blinds on windows, then such blinds shall not be removed by Resident. If Resident installs draperies or blinds, Resident shall remove them at the end of the Term, and any damage to the Premises shall be repaired by Resident at Resident's expense. Any window treatment installed by the Resident shall have a white backing. Resident shall not display signs, decals, or painting on windows or doors that can be viewed from the exterior. Resident shall not throw anything out of the windows or doors. Resident shall not leave windows or doors open during inclement weather. No entry or exit shall be made through any window. Screens may not be removed for any reason. Resident shall be liable for any damage to the Premises, including but not limited to paint, wall, cabinets, windows, screens, carpets, floors, furniture and appliances resulting from failure to exercise reasonable care.
7. **LOCKS.** Locks shall not be changed or added at the Premises. A charge of \$100 per key that is reissued plus applicable labor / supply fees shall be paid by Resident to change a lock. If Resident requests Landlord personnel to unlock Resident's Unit after hours, Resident shall pay a fee of \$10 at time of entry. If this service is not available at the Facility and it is necessary for Landlord to employ a locksmith, the Resident shall be responsible for all locksmiths' charges. Locks and the keys and/or chains shall be left in place upon vacating the Premises. Landlord shall furnish one I.D. card for swipe locks / and or one key for Apartment to Resident for each outside door to the Premises. All keys shall be returned by Resident to Landlord upon termination of occupancy or Landlord may impose reasonable charges.

8. **APPLIANCES AND LAVATORIES.** Appliances, lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Resident and Resident's guests only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes and other foreign substances shall not be thrown in any plumbing apparatus.
- Microwaves 1.2 cubic feet or smaller refrigerators 4.3 cubic feet or smaller (only in the Suites and Tower) and coffee pots are permitted. No other appliances are allowed. Please note: Mini refrigerators are not allowed in the Village and only one microwave per room or apartment is allowed.
9. **APPEARANCE.** Clothing, sheets, etc., shall not be hung from windows, porches, or balconies of the Facility. Resident shall keep neat and clean all patios, porches and balconies of the Premises and shall not use the same for storage of bicycles, automobile tires, firewood or other unsightly or heavy items. Only outdoor furniture and related patio items may be placed on any patio, porch or balcony. Use of gas or charcoal grills is prohibited. Use of colored light bulbs by Resident in any exterior fixture is prohibited. Holiday decorations, including lights shall not be visible from the exterior. No lights or decorations shall be displayed on the balconies or patios. Failure to remove decorations within the specified time lines will result in the removal of decorations by Iowa Western Community College staff at the Resident's expense. Any signs / posters / or decorations with alcohol and drug advertisements are strictly prohibited.
10. **HEAVY ITEMS.** Resident shall not place any unusually heavy objects on the floor, such as pool tables, waterbeds, etc. Lofts, homemade bunk beds, overhead frames, additional walls are prohibited.
11. **TRASH.** All trash and garbage shall be placed in sanitary containers in locations designated by Landlord. Resident shall cause trash and refuse to be deposited directly into such trash receptacles or dumpsites and not left in the units or in the common areas, hallways, balconies, porches or similar places. Room or suite garbage shall not be placed in receptacles located in hallways. All garbage shall be placed in dumpsters located outside Residents housing facility. Resident shall not dispose of hazardous materials of any nature whatsoever in any trash receptacles, dumpsters or similar containers. Landlord shall have the right to impose reasonable fines for the violation of this provision as well as for any littering by Residents. No trash bags or boxes of any type are to be placed on any patio, porch or balcony.
12. **VEHICLES.** Washing vehicles and performing mechanical work on the Premises is prohibited unless special areas are designated in Landlord's sole discretion. Parking of racecars, junk cars or storage of any vehicle that is not operable is prohibited. Parking of boats, recreational or commercial vehicles in other than designated parking areas is prohibited. IWCC reserves the right to tow Residents vehicle following sufficient notification of violation.
13. **PERSONAL ITEMS.** Residents shall be responsible for their vehicle and personal possessions and should have them properly insured. Landlord is not responsible for any lost, stolen items, or damaged items. IWCC is not responsible for any vehicle damage that occurs on any campus parking lot.
14. **IDENTIFICATION CARDS.** Resident shall carry student I.D. card when present at any Facility. Student I.D cards are used as a swipe card to gain entry into the Suites and Tower A \$10.00 charge shall be paid by Resident in the event it becomes necessary to replace a lost I.D. Card. All I.D. cards can be obtained in the IT Department. Misrepresentation of ones identity or the identity of their guest is not allowed and may be cause for eviction. Giving one's Student I.D. card to another person to use or gain access to a facility is strictly prohibited.
15. **NETWORK ACCESS POLICY.** Please refer to the IWCC Student Technology Guide and the IWCC Student Handbook.
16. **POLICY ON TOBACCO USE.** Iowa Western Community College is a smoke free campus. This includes all campus ground, including Residence Life facilities, parking lots and cars parked on Iowa Western Community College. Resident shall inform his or her guests of the Smoke Free Campus Policy. Resident is subject to an administrative fee for using tobacco on campus or permitting guest to use tobacco on campus.
17. **WEAPONS.** Possessing weapons is strictly prohibited, including, but not limited to, firearms, BB guns, tazers, knives (3 inch blade or larger), ammunition, explosives, fireworks, or simulations of any such items (devices that appear to be real such as a realistic toy, replica, paint-ball gun, air soft gun, etc.) and other dangerous articles within College buildings, on campus (including parking lots), or at college-sponsored or supervised functions, except in authorized facilities and by students who are law enforcement officers required to carry such weapons at all times. A weapon may also include an object designed for use or used in a manner to inflict harm or threaten harm to a human being or animal. Any weapon found on property will be confiscated.
18. **SEARCH AND SIEZURE.** Student and visitors (including their belonging) may be searched to protect the health and safety of fellow students and visitors, as well as ensuring the safety of the facilities on the campus of Iowa Western Community College. A search will be justified when the college has reasonable suspicion that the search will produce evidence that the student or visitor has violated or is violating the law or college policy, rules or regulations. The college retains authority to conduct routine patrols of the parking lots, which may include the use of a detection dog. The interior of a student or visitors automobile on the college's premises may be searched if a college official has reasonable and articulable suspicion to believe that illegal, unauthorized, or contraband items are contained inside.
19. **VISITATION.** The visitation policy is designed with the safety and consideration of our community members and property in mind. Residents shall be responsible for their guests' compliance with all Rules and Regulations. Guests must be 16 years of age or older to visit Resident. ALL guests must be checked in. Resident agrees not to leave guests unsupervised and / or unaccompanied by Resident at any time. Overnight guests, 18 years of age or older, are permitted on Friday and Saturday with the approval of all roommates. In addition, registered guests, of the same gender, may be permitted to stay the night Sunday through Thursday with the advanced approval of the Residence Life Staff. Guests may not stay more than (2) consecutive nights, per week. Guests that are considered to have "excessive stays" will be determined by the Director of Residence Life. The occupancy of the premises by an unauthorized guest in excess of three (3) days shall be deemed a breach of this lease and we shall be entitled to

recover from you and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by you, in addition to our right to declare the lease in default and pursue any of Landlord's other remedies hereunder or by law.

The hours for visitation at the Village, Suites, and Tower are as follows:

Sunday – Thursday 10:00 A.M. – 12:00 Midnight
Friday and Saturday 24 Hour Visitation

20. **COMMUNITY POLICIES.** You and your guests must comply with all written rules and policies, which IWCC adopts for the Property. The current Community Policies are listed in the IWCC Residence Life Handbook issued at move – in, and in the IWCC Student Code of Conduct. These rules and policies are considered to be a part of this Lease contract, and may be revised, amended, expanded or discontinued at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this Lease.

Quiet Hours: 10:00 P.M. to 10:00 A.M. Seven days per week.

21. **ROOM CONSOLIDATION.** The consolidation policy is intended to allow students who are interested in having a single room to obtain one, to make the best use of residential space, and to be fair to students who have already paid for a single room. We therefore, require any student identified as living alone in a room designated as a double to accept one of the following actions: a) Move to another room, b) Have another student move into the room, c) Sign a single room contract addendum for the remainder of the semester. Consolidation will be an ongoing processes throughout the fall and spring semesters. To implement the room consolidation process, the Residence Life Office will send a letter to any student subject to the consolidation policy. Any student who takes none of the suggested actions to comply with the policy by the deadline stated in the consolidation letter will then be billed for a single room.

22. **HARASSMENT.** Actions or words that threaten the safety of others or create a hostile environment for others are prohibited. Prohibited activities include, but are not limited to, unwelcome sexual advances, obscene phone calls and / or voice mail, harassing e-mails, indecent exposure, implicit or explicit threats, retaliatory actions against staff or reporting persons in the event of conduct action, and behavior that interferes with an individual's personal safety or academic efforts.

23. **HEALTH AND SAFETY.** Any activity deemed to be a threat to the health and safety of Residents is strictly prohibited. Prohibited activities include, but are not limited to; physical assault or threat of physical altercation, sitting on balcony railings, etc. Fire safety equipment/evacuation violations are also strictly prohibited. Please refer to Fire Safety Equipment/Evacuation posted at the Facility.

24. **HEALTH AND SAFETY INSPECTIONS.** Health and safety inspections will be conducted periodically. If a room / apartment / suite is not found to be clean, a notice will be given and another inspection will be made within three (3) days. If a room is found to be habitually unclean, the occupants will be asked to leave and forfeit their security deposit. If damage has been found at the time of inspection, estimates for the repair will be assessed. Resident shall pay for the damages to their room, apartment, or suite and / or its equipment, furnishings, or landscaping. The amount of damage or Residents liability shall be determined by Landlord. All persons residing in a room, apartment, suite, or wing are equally responsible (if the responsible person is not identified) for property damage. Please note only IWCC maintenance personnel do repairs; Resident shall make no alterations of any kind to the facility.

25. **PSYCHOLOGICAL LEAVES OF ABSENCE.** If a resident, while attending IWCC, is hospitalized or admitted to an inpatient facility for a psychiatric or substance abuse related incident, or for fear of harming him/herself or another, or because the student has engaged in self-harm, he or she is required to inform the Director of Residence Life and provide documentation from the facility's mental health practitioner who was in charge of the student's care, in order to be considered readmission to campus housing. The documentation must include the reason for admission to the facility, length of stay, course of treatment, discharge diagnosis, and outpatient treatment recommendations. This documentation, as well as past history of psychiatric and/or substance abuse symptoms/hospitalization and treatment, will be reviewed by the Student Intervention Team (Dean of Student Life, Director of Residence Life, Dean of Student Success, and Director of Student Assistance) and a determination will be made as to whether the student may return for the duration of the semester (or at all).

Notification of Others - Parents of dependent students and, where appropriate, family members of independent students will be contacted if the student is hospitalized for a psychiatric or substance abuse related incident, or for fear of harming him/herself or another, or because the student has engaged in self-harm. Should the IWCC staff discover later in the semester that a student engaged in questionable behavior or was hospitalized at any point since the beginning of the semester, parents will be notified. Parents will be contacted by a member of the Student Intervention Team.

Readmission Process for Returning to Campus Housing - Readmission to campus housing for a resident who has taken a voluntary or involuntary psychological leave of absence is subject to the approval of the Student Intervention Team, who will assess the student's fitness to resume residency on campus based on the required documentation outlined above. If the decision is not to allow the student to return to campus housing, the Student Intervention Team shall specify the conditions that need to be met before readmission will be reconsidered. If the decision is to allow the student to return to campus housing, the Student Intervention Team shall specify the conditions, if any, to which the student must conform while on campus. Failure to comply with all specified conditions may result in a possible suspension from the college.

26. **ILLEGAL DRUGS, ALCOHOL AND CONTROLLED SUBSTANCES.** Use, possession and/or distribution of illegal drugs, controlled substances and / or alcohol, as well as drug and alcohol paraphernalia (including empty alcohol containers) is strictly prohibited and may result in eviction and referral to law enforcement agencies. **Guests are likewise subject to this policy and Residents will be held similarly accountable for the action of their guests. Being present in a unit where alcohol or illegal drugs are present is a policy violation, regardless of consumption.** IWCC and or WID reserve the right to cooperate and assist local authorities in any fashion in the legal search of any apartment, suite, or room including the use of a drug dog. Any signs / posters / or decorations with alcohol and drug advertisements are strictly prohibited. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession, with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Iowa Code Chapter 124).

27. **CRIMINAL ACTIVITY.** Resident, any member of the resident's household, or a guest or another person under the resident's control shall not

engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Resident or involving imminent or actual serious property damage.

28. **SMOKING.** Iowa Western Community College is a smoke free campus. This includes all campus ground, including Residence Life facilities, parking lots and cars parked on Iowa Western Community College. Resident shall inform his or her guests of the Smoke Free Campus Policy.
29. **POSTINGS.** All signs and posters must be pre-approved by Landlord before being posted. If approved, posters, signs, and other items can only be posted in designated areas.
30. **SATELLITE TELEVISION DISHES.** Resident shall not install a satellite television dish.
31. **SECURITY DEPOSIT CLARIFICATION.** As clarification of some of the more common situations resulting in the retention of some or all of the security deposit, a refund of the entire security deposit is subject to compliance with all six (6) of the following provisions: (I) The full term of the lease has expired. (II) There are no damages beyond ordinary wear and tear to Landlord's property, furniture, carpet, draperies and floor coverings. (III) The entire unit, including range, refrigerator, bathrooms, closets, cupboards, furniture and carpet are clean. (IV) No late charges, delinquent rents, or other charges or fees for damages remain unpaid. (V) All keys are returned to the landlord. Upon check-in and check-out, Resident will receive a Room Condition Report which must be completed and signed by Resident and Resident Advisor or Resident Coordinator. The cost of all material and labor for cleaning an excessively dirty apartment and making repairs, all delinquent payments and fees, and all rental income lost as a result of Resident vacating the apartment prior to the termination date of his or her lease will be deducted from the security deposit. If the cost of repairs, cleaning and labor exceeds the amount of the security deposit, these excess charges will be assessed to the residents account. If Resident has complied with all terms and conditions concerning the Security Deposit, the deposit will be returned. Security Deposit refunds cannot be picked up at the office. Please note: If a resident has a balance on their IWCC account, their security deposit will be applied to their account.
32. **SOLICITATION.** Solicitation is not permitted in any housing facility without prior approval from Landlord. This includes house ware parties, cosmetic parties, etc.
33. **TRANSFER OF ROOMS.** There will be no exchanges or transfers of rooms in any housing facility during the year, except for special transfers , which are found to be essential to the health and well being of those involved. Such transfers shall be made only on the decision of and with the approval of Landlord. If one Resident vacates a room, the remaining Residents will agree to accept another roommate as assigned or move to another room if requested to do so by the Landlord.
34. **UTILITIES.** Utilities will be paid by WID and / or IWCC, including local phone, Internet and cable service.
- Reiver Village Utilities:** Gas, electric, and water utilities are separately metered to each apartment Unit to allow Landlord to monitor utility costs. If excessive utility consumption occurs with respect to a Unit, Landlord shall deliver those Residents reasonably detailed statements of such excess use and costs associated therewith and the same shall be payable within fifteen (15) days after receipt. Excessive utility consumption is defined as 25% higher utility consumption than the average monthly utility bill for all apartment units.
35. **LEASE AGREEMENT CLARIFICATION.** **Resident understands and agrees that this contract is for the Fall 2010 AND Spring 2011 term for the Reiver Tower, Reiver Suites, and Reiver Village.** Should Resident not fulfill this contract in its entirety, Resident agrees Resident is liable for all financial obligations (i.e. rent, fees, damages, etc.). If all terms of this contract are not fulfilled, Resident understands all pre – payments are forfeited and all payments are due and payable and the security deposit is forfeited. Residents who wish to cancel their lease contract before the expiration date must apply for a release with the Director of Residence Life. Please note that a release is at the discretion of the Director of Residence Life and will not be granted under all circumstances
36. **APARTMENT LIVING.** Priority is given to second year college students with a satisfactory academic standing and satisfactory disciplinary record in the Apartments.
37. **REGISTERED SEX OFFENDERS.** According to Iowa law, registered sex offenders are not allowed to live within 2000 feet of a licensed day care center. Iowa Western Community College operates a licensed day care center on campus therefore registered sex offenders are not allowed to reside in on campus housing.
38. **PEST CONTROL:** The diagnosis of pests, to include but not limited to, mice, bedbugs and scabies being present in a room/suite/apartment can only be made by the college's exterminator – not health center, your private physician, etc. All Residence Life facilities are treated for pests on a regular basis. The college has a contract with an exterminating firm to handle problems that may arise. It is the residents responsibility to notify the Residence Life staff immediately if a pest problem is suspected.
39. **AMENDMENT.** These Rules and Regulations may be amended or supplemented from time to time by Landlord and/or Agent. Such amendments or supplements shall be effective as provided in the contract.

Resident Signature: _____ **Date:** _____

Co-Signer Signature: _____ **Date:** _____

(Required if student is under the age of 18, when submitting contract)