

ARTICLE IV. Obligations of the Student

The Student shall:

- (1) Be required to pay any fees or fines assessed for failure to abide by policies or regulations as stated in the *FMU Student Handbook*.
- (2) Exercise reasonable care in the use of the facilities, care of his/her apartment or room; abide by all rules and regulations, now in effect or later enacted, and accept penalties for violation of Housing and Residence Life policies and regulations which appear in the Francis Marion University *Student Handbook* and/or in this Contract.
- (3) Complete an Apartment or Room Inventory within twenty-four (24) hours after occupancy and promptly turn in a signed copy to the Office of Housing and Residence Life.
- (4) Upon termination of occupancy, notify the Director of Housing who shall have the apartment or room inspected and who then shall relieve the occupant of responsibility for the apartment or room or recommend an assessment against the occupant for any liabilities incurred.
- (5) Pay the cost of replacement or repair for any breakage or damage to the apartment or room, its fixtures or appurtenances, and a pro rata share of the cost for any damages to communal property when the responsible person cannot be determined. The student will be required to pay cleaning or service charges.
- (6) Not assign this contract nor sublet the assigned apartment or room to another party, nor move to another apartment or room without advance approval of the Director of Housing.
- (7) Not alter or repair electrical equipment or fixtures which belong to the University. Defects in electrical equipment should be reported immediately to the Office of Housing and Residence Life.
- (8) Not keep pets in or around apartments or residence halls or allow pets to visit.
- (9) The Student understands that:
 - (a) He/she will be required to pay charges for unauthorized use or alterations of apartments, rooms, equipment, or buildings.
 - (b) The University's acceptance of an application and deposit does not guarantee assignment.
 - (c) Personal electrical equipment authorized for use in individual rooms include TV sets, radio and stereo equipment. Other electrical equipment may be acceptable provided such devices do not exceed the amperage limits of the circuits, or create a hazard due to the manner in which they are connected, except that **no open-coil devices** may be used on campus.
 - (d) The possession or use of firearms (including airguns and BB guns), hatchets, knives, bows and arrows, slingshots, explosives, fireworks, candles, incense, inflammable fluids, dangerous chemical mixtures or propelled missiles is prohibited and can result in automatic cancellation of this contract and removal from housing and/or suspension from the University. Prohibited items will be confiscated.
 - (e) Tampering with fire fighting or safety equipment, including extinguishers and smoke detectors, is prohibited and such offenses will be duly prosecuted, and are causes for removal from Housing and separation from the University.
 - (f) Apartment, residence hall and mailbox keys are property of Francis Marion University and may not be duplicated. Students may not possess residence hall, apartment or mailbox keys other than ones to their assigned quarters.
 - (g) Roofs and ledges of apartments or residence halls are "off-limits."
 - (h) Soliciting (except for daily newspaper subscriptions), canvassing, or the use of Housing facilities as a location for selling is prohibited unless permission to do so is granted to Francis Marion University student organizations through appropriate channels.
 - (i) Waterbeds and other pieces of water-filled furniture are not permitted.
 - (j) Exterior antennae are not permitted. (Cable TV service is provided without charge.)

ARTICLE V. Security and Searches

- (1) (a) The University shall not be liable for damage to, theft of, or loss of any personal property; this includes losses caused by fire, water, or defective refrigeration, while on the leased premises or in any storage space in any housing facility.
- (b) All personal property in any part of the building within the control of the student shall be at the sole risk of the student. It is the student's obligation to insure his/her personal property.
- (2) The University reserves the right for authorized personnel to enter room/apartment to (a) perform routine maintenance and custodial services (b) conduct health and safety inspections (c) enforce University Code of Student Conduct, including but not limited to, observation, search and seizure and (d) conduct, by law enforcement, search and seize procedures.
- (3) The University reserves the right for its officials to enter and search rooms and apartments in accordance with the "Student Room Entry" policy as described in the Francis Marion University *Student Handbook*.
- (4) The University reserves the right to request a search warrant from local law enforcement agencies when there is probable cause to believe (a) that a room is occupied by a non-resident whose presence constitutes a violation of federal or state laws or (b) that the occupant has concealed within the room property, the possession of which is a violation of state or federal law and will subject said individual to immediate dismissal from Housing pending hearing before University and/or Judicial authorities.
- (5) All prohibited items found in the possession of any resident will be confiscated.

ARTICLE VI.

- (1) This instrument is the complete agreement between the parties and no modification or amendment thereof shall be binding unless it is agreed to in writing and signed by both parties and attached thereto.
- (2) This Contract becomes effective and binding upon acceptance of the housing deposit and notification by the University.

ASSIGNMENT CLAUSE

The University reserves the right to contract with a third party/ management agent to act on its behalf to fulfill the obligations owed by the University pursuant to the terms of this Contract. The Student agrees that the University may assign its rights and obligations under this Contract to a third party/management agent and that the agent may perform all management functions with respect to this Contract on behalf of the University. The agent will be empowered to conduct all business for the University concerning this Contract, including but not limited to, all resident issues, policies, procedures and collection of rents.

I have read and agree to the terms of this Contract. I agree to pay the housing fee appropriate to the area assigned.

(Date)

(Student's Signature)

(Parent or Guardian's Signature, if student is under 18 years of age)

The University agrees to provide accommodations under the conditions of this agreement.

Housing and Residence Life Office

Office of Business Affairs