# REED COLLEGE HOUSING CONTRACT 2022 - 2023

### **EFFECTIVE DATES**

This agreement, including all Addendums ("Contract" or "Housing Contract") is effective when signed. Its terms and conditions are applicable to all Reed College housing, including the use of any shared space within Reed College housing, and are not limited to a specific room. This Contract is effective for a full academic year, unless terminated earlier, subject to availability of Reed College housing and the terms and conditions listed below. This Contract provides housing for:

Fall semester 2022 Monday, August 22, 2022\* – December 17, 2022

(new incoming students):

Fall semester 2022 Friday, August 27, 2022\* – December 16, 2022

(returning students):

Spring semester 2023 Friday, January 13, 2023\* – Tuesday, May 16, 2023

(all students):

### **ROOM FEES**

Payment or acceptable arrangements must be made by the tuition due date; details can be found on the <u>Business Office</u> website. The room costs for the 2022 - 2023 academic year <u>are found here.</u> Room charges are not affected by whether a room is at full occupancy.

## **BOARD PLAN**

Students residing in Reed College housing are required to be on a board plan. Reed College provides the option of being off board in the Birchwood or Reed College Apartments. First-year students generally do not live in on-campus apartments. Specifics of the meal plan options are covered under Dining on the Residence Life website, which can be found here. The board plan costs for the 2022 - 2023 academic year are found here.

### HONOR PRINCIPLE

According to the preamble of the Community Constitution (approved in 2000):

We declare our commitment to responsible and honorable conduct in academic and community affairs, and we reaffirm one another's rights to freedom of inquiry and expression in coursework, scholarship, and the day to day life of the Reed Community.

We also understand that a commitment to responsible and honorable conduct means that members of the community should behave in a way that does not cause unnecessary embarrassment, discomfort or injury to other individuals or to the community as a whole.

When specific rules and policies have been duly enacted in the best interests of the community, community members are on their honor to respect those rules and policies, and to accept any mediated consequence or judicial sanction should the violation of a rule or policy result in unnecessary embarrassment, discomfort or injury to other individuals or to the community as a whole.

The Honor Principle applies to this Contract in two ways:

1. Residents' and their guests' conduct should demonstrate respect for other individuals and for the community as a whole, and not cause any unnecessary embarrassment, discomfort, or injury.

<sup>\*</sup>If a student is approved by Residence Life to move in earlier in August than the above date, the contract is effective on the assigned move-in date.

2. Residents and their guests are expected on their honor to comply with the policies outlined here and in other documents that pertain to living on campus, including any addendums to the Housing Contract adopted by the College ("Addendums").

### **OCCUPANCY GUIDELINES**

- The student to whom a specific Reed College residence is leased is responsible for any failure to follow the requirements of the Housing Contract, within Reed College housing, including Addendums, which may include any violations of law, College policy or guidelines committed by guests. Residents are expected to take reasonable care in monitoring the actions of guests.
- Reed College housing is for currently registered Reed College students **only**. If a resident moves to non-student status, they are given five business days to vacate their Reed College housing.
- The College does not provide family housing or housing for anyone under the age of 16.
- The College requires all entering full-time first-year students to live on campus for their first two years, with the exception of limited exemptions and accommodations. Entering students are encouraged to apply for housing by June 1 in order to receive full consideration of their housing preferences. Students who are within the residency requirement period may still be assigned a room even if they do not submit a housing application. Upper-division students apply to live on campus on a space-available basis through Room Registration.
- This Contract is for a space in a residence hall, house, or apartment, but not for a specific room or roommate, subject to availability. Reed College reserves the right to assign roommates, reassign residents who are without roommates, change room assignments, and/or use a room when it is not occupied. Residents may not occupy spaces for which they aren't contracted. Personal belongings in an unoccupied space are subject to immediate removal without notification at any point.
- A resident may not sell, transfer, or sublet any portion of the space covered by this Contract to any other person. Any such behavior may lead to Administrative Termination of this Contract, as described below, and may lead to an honor case against the students involved.
- Residents who are not enrolled in classes on Reed College's campus for spring semester must vacate their rooms
  by the posted closing date/time at the end of the preceding fall semester. This may include a leave of absence,
  medical leave, graduation, or studying abroad. Personal possessions must be removed from the room at the time
  of move-out.
- Residents will be charged a \$50 per hour or a flat fee for not vacating their room by noon. on the posted closing date.
- Residents are responsible for removing personal belongings from their room when they move out. Reed College is not responsible for personal belongings left in on-campus housing after move-out. Reed College will make reasonable efforts to contact residents to arrange for shipment or storage of goods left behind. Residents are responsible for the cost of shipping and/or storing their items, as well as an additional fee for staff labor. If Reed College is unable to contact residents, items may be donated or disposed of. The College is not responsible for any damage or costs associated with loss, storage, or shipping of a resident's personal property.
- The College reserves the right to close Reed College housing during winter and summer breaks, or other periods the College is closed, and for reasons beyond its control including, but not limited to, the circumstances listed in the "Emergency Termination" section below.

TERMINATION OF CONTRACT BY THE RESIDENT Housing Contracts may be terminated by the resident by:

- 1) Cancelling before the cancellation deadline: A resident desiring to terminate their Housing Contract must do so in writing on or before June 1 for an academic-year contract beginning in the fall semester of the same year. After the cancellation deadline, a resident desiring to terminate this Contract must submit a petition for approval.
- 2) Submitting a petition after the cancellation deadline: A petition for Housing Contract termination will be considered when conditions exist that originated after the Housing Contract was signed, and over which the resident has little or no control. A decision to grant the petition to cancel the Housing Contract after the cancellation deadline is only made in exceptional circumstances. The resident must document the exceptional circumstance(s) in a petition that must be submitted to the Residence Life office. Generally, a resident is not released from a Housing Contract until the date upon which a petition is favorably decided. Petition instructions for the Housing Contract and the board plan can be found on the Residence Life website. Information about the appeals process can also be found on the Residence Life website.

## TERMINATION OF CONTRACT BY THE COLLEGE

The College may terminate a Housing Contract through one of the following provisions:

- 1) Academic Status Change Termination: If the resident withdraws, takes a leave of absence or medical leave, graduates, or otherwise ceases to be a regularly enrolled student at Reed College, the resident's Housing Contract is terminated by the Residence Life office typically three business days after the change of student enrollment status, unless a different date is mutually agreed upon by the resident and Residence Life staff. Ceasing to be regularly enrolled includes, but is not limited to, denial of registration and dismissal by Reed College faculty.
- 2) Termination by the Vice President for Student Life: The Alcohol and Other Drug Review Panel ("AODRP"), Judicial Board, Temporary Hearing Board, Title IX Board, and Appeals Board each have the ability to recommend to the Vice President for Student Life or their designee termination of a resident's Housing Contract for violations of the Honor Principle or other community governance policies. (Refer to the Judicial Board and Title IX Board codes and AODRP guidelines, which can be found on the community server on the Reed College computer network. An overview can be found <a href="https://example.com/here">here.</a>) Any final decision by the Vice President of Student Life or their designee that terminates the Housing Contract is generally effective immediately upon issuance of said final decision.
- **3) Administrative Termination**: The College may terminate the Housing Contract for noncompliance with any of the provisions of the Housing Contract, its Addendums, or Reed College policy or guidelines.
  - Administrative Termination of a Housing Contract may also occur independently of the College's honor process. Actions that may result in Administrative Termination of a Housing Contract may include, but are not limited to:
  - Egregious or repeated conduct that threatens the safety of the resident, the College's property, community members, or community members' property;
  - Evidence of illegal drug possession, manufacturing, distribution, or use in Reed College housing, entryways, or external housing structures and/or multiple violations of the College's Alcohol and Other Drug ("AOD") Policy;
  - Repeated violations of the Residence Life smoking policy detailed in this Contract;
  - Repeated instances of disruptive behavior (including noise) in Reed College housing; or
  - Incidents of non-cooperation with Community Safety or Residence Life staff.

In cases where the possibility of an Administrative Termination is imminent, notice to the affected resident that action affecting their Housing Contract is being considered typically will be attempted. The Dean of Students or their designee may invite the resident to discuss the matter. Should the College administratively terminate a Housing Contract, residents typically will be provided with notice in writing and/or in person. This notification is intended to inform the resident of the basis for the Housing Contract termination and provide a timeline within which to vacate Reed College housing.

Administrative Termination may also result on a case-by-case basis if the protection of health or safety of the resident or others warrants termination.

In the event the conduct or behavior of a resident is of a serious nature and warrants immediate action, the Vice President for Student Life or their designee may issue a notice to vacate immediately and/or temporarily prohibit the resident from entering Reed College housing and/or the campus. The notice to vacate or exclusion may remain in effect until a Judicial and/or Title IX Board honor case is concluded (if a case is brought to a hearing board) or the Vice President for Student Life or their designee determines to lift the restrictions or administratively terminate the resident's Housing Contract.

Within 24 hours of the issuance of a notice to vacate, the resident may <u>appeal</u> the decision to terminate a Housing Contract by providing any additional information they believe may have bearing on the situation.

4) Emergency Termination: The College shall not be liable for terminating a Housing Contract or for any failure or delay or modification in performance of its obligations under this Contract arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: to protect the health or safety of the resident or others; acts of God; earthquakes; fires; floods; nuclear catastrophe; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; public health concerns; riots; power failures; accidents; labor disputes; local, state or federal government action, direction, guidance, or order; or inability to obtain labor, material, equipment, or transportation.

### **REFUNDS**

If a resident's Housing Contract is terminated for any of the reasons outlined above, the College uses the following guidelines in determining a refund, less any sums owed for damages, keys, violations, or other charges:

- a) In the case of termination of a Housing Contract due to exceptional circumstances, including but not limited to emergency termination, medical leave, withdrawal, or a leave of absence, refunds are given on a prorated amount for room and/or board according to the initiated date of the termination, or the date of actual move-out, whichever occurs later. The Business Office determines the prorated amount in accordance with the <a href="College's refund schedule">College's refund schedule</a>. Please review the <a href="Dining & Food Service">Dining & Food Service</a> page for specifics about the board plan.
- b) The College reserves the right to withhold a refund from any resident whose Housing Contract has been administratively terminated or terminated by the Vice President of Student Life, or who has been dismissed from the College. In exceptional circumstances, the College reserves the right to hold the resident responsible for the financial terms of the Contract for the full academic year. The Vice President for Student Life or their designee, in their sole discretion, will determine if a situation is exceptional.

#### **KEYS**

To provide consistent security, resident cooperation in the careful distribution, use, and collection of keys is essential. Keys are not to be duplicated. Facilities staff manage keys.

If a resident does not pick up their room key within two weeks after classes begin, the College may administratively terminate the resident's Housing Contract. Residence Life staff generally will attempt to contact the resident and provide a timeline to respond before action is taken.

Residents must promptly return their room key to the Physical Plant if their Contract is terminated, they change rooms during the academic year, or when requested by Residence Life staff. Otherwise, keys must be returned on or before the final occupancy date for the spring semester.

Residents who fail to return their key to the College by the assigned due date, as noted on the key request form, or three days after the approved date of a room change, whichever occurs earlier, will be charged \$100 by Facilities for a lock change. If a room key is lost, the resident should report the loss to Facilities immediately. In the case of lost keys and/or

failure to return a key when requested, the lock will be changed, a replacement key will be issued, and a \$100 charge will be billed to the resident's account.

Residents locked out of their room may make a request to Community Safety to unlock their door up to five times a semester without penalty. After five lockouts, Residence Life staff will contact the resident to assess whether a lock change is necessary. After additional lockouts, the College will assume that the key has been lost and a lock change will be ordered at a \$100 charge to the resident.

## **FURNISHINGS AND DAMAGES**

The College furnishes each bedroom with a Twin XL bed, desk, chair, overhead light, bureau, closet or wardrobe, and window coverings. The College provides a sofa, coffee table, dining table, and chairs for the living room of each apartment. Residents must provide their own lamps, rugs, linens, mirror, and other furnishings as desired.

At the beginning of fall semester, and whenever a room change occurs throughout the year, residents must sign off on an inventory of furnishings and condition of their living space. The inventory is completed by a College staff member and then reviewed by the occupant through the housing portal. The resident confirming the condition of the room accepts full responsibility for the care of their living space for the duration of the contract term. If a resident does not sign off on the inventory within two weeks of moving into the space, the resident agrees and is held responsible for the stated condition of the living space. Residents are held financially responsible for any changes in the condition of their living space, including fixtures and College furniture, beyond normal wear and tear when they vacate housing. Residents are also liable for any accidental damage to their room that results from personal items brought into the room. Residents will be informed by email of any damages fines they are being charged for and will be given a timeline during which they can contest the fine by responding to Residence Life staff with additional information.

Residents are not allowed to remove furniture from their living space at any time. If a resident moves furniture, the resident must return it to the original location or the resident will be charged a fee for replacing the furniture.

## ROOM ALTERATION

Alterations to living space, doors, or any public area or shared or common space are not permitted. Alterations may include, but are not limited to, painting, drawing, chalking, and carving. If a resident believes that their room is in need of painting or repair, they should speak with Residence Life staff or file a Maintenance Request. Residents who paint rooms, doors, furnishings, or common areas or otherwise substantially alter the appearance or structure of College property without permission are charged the cost of restoration or replacement. Residents who wish to paint murals in common areas must follow the Residence Life Mural Proposal Process.

### **ROOM CHANGE**

Residents must first speak with their House Adviser ("HA"), and then their Area Coordinator ("AC") to discuss the possibility of a room change. They should also reference the <u>room change FAQ website</u> for more details on Residence Life's philosophy and practices regarding room changes. After a discussion with their HA and AC, residents may be referred to a Director of Residence Life or their designee for a possible room change. Room change requests are granted based on availability and rationale for the request, among other factors. Not all room change requests are granted. The College reserves the right to reassign residents to new or different spaces that are unoccupied. In a double occupancy room, the College reserves the right to assign any resident to a double if one bed space is vacant.

### **ROOM ENTRY**

The College balances respect for residents' privacy with a commitment to maintaining a safe living environment that is inclusive and conducive to Reed College's academic mission. The College reserves the right to enter all individual living spaces within Reed College housing at any time without prior notice. Reasons for entry include, but are not limited to, to complete maintenance or repairs, to protect personal and College property, to respond to an emergency, to respond to or investigate possible violations of the College's policies or guidelines, to investigate the cause of fire system alarms, and for periodic health and fire safety inspections without notice. If a College staff member needs to enter a living space for other non-urgent reasons, an attempt is made to notify the resident at least **24 hours** in advance. In circumstances when

College staff need to enter a living space immediately, Community Safety and Facilities staff will make a reasonable attempt to contact the resident before entry, based on the circumstances. If the resident is not present at the time, the door to the living space will be secured when staff leave.

At the close of the fall semester Residence Life will conduct health and safety inspections of each resident's space. These inspections are conducted by the resident's Area Coordinator and/or House Adviser. During the inspection, Residence Life checks that all windows are secure and shades closed, electrical appliances are turned off, mini fridges are defrosted, and no animals are left behind.

Reed College is required by law to perform full functionality testing of all fire life safety systems annually. In an effort to minimize the impact on residents, facilities conducts these tests during Winter Break. During the process trained technicians individually test and trigger all fire safety devices. These include the devices in resident's rooms. Notification is sent out to those residents who are staying during winter break.

#### HEALTH AND FIRE SAFETY

The burning of any material, including candles and incense, is prohibited. Residents found burning substances in Reed College housing or misusing or tampering with fire safety equipment (including covering smoke detectors, the removal of smoke detectors, or door closures) may be fined \$100 per incident and/or required to complete residence hall-specific community service or a topic-specific community program. For incidents of misusing or tampering with fire safety equipment in common spaces, each resident in the building may be fined \$100 per incident. The College's AOD Policy also defines tampering with smoke detectors as a serious AOD violation and residents may be held accountable to the AOD Policy in addition to the Housing Contract. Hanging objects from fire sprinkler pipes or blocking sprinkler heads is prohibited. Depending on the severity or frequency of the violation, further action may also occur, including, but not limited to, the honor process or Administrative Termination of the Housing Contract.

Prohibited items due to fire code include, but are not limited to: items with hot plate bottoms (coffee makers or electric tea kettles), electric skillets, toasters or toaster ovens, space heaters without automatic shut offs, electric blankets, electric grills, items with exposed heating elements, hot plates, halogen lamp without safety cages, string lights, and multiple extension cords plugged into each other. However, the following items are allowed in common spaces: items with hot plate bottoms (coffee makers or electric tea kettles), toasters, and other small kitchen appliances as approved by the Area Coordinator.

Residents are not permitted to have personal air conditioning units in residential spaces without specific approval for a disability-related accommodation.

No hazardous materials of any kind may be used or stored in Reed College housing. This includes but is not limited to flammable materials such as firecrackers, white gas and propane, corrosives such as acids and bases, or any chemical that could harm or injure community members. Residents may be responsible for fire inspection fines for any fire code violations. Additionally, residents are responsible for replacing and/or the disuse of items that continuously trip breakers. This may include, but are not limited to: mini refrigerators, older electronics, and anything with faulty wiring.

Corridors must be kept free of garbage and personal property, including bicycles, motorcycles, and furniture. No motorcycles or scooters are allowed inside. Community Safety or Facilities Services may impound these items if left in corridors or common spaces.

Residents are not permitted on or in any portion of a residential facility not specifically designed for routine occupant use. Prohibited areas include, but are not limited to, building roofs, ledges, or overhangs; drain pipes or similar structures; mechanical spaces; or ladders or steps providing access to such areas. Residents who violate these guidelines may be charged for any damage or work required to make repairs, may be subject to Administrative Termination of their Housing Contract, and/or may be referred to the Judicial Board.

Residents and their guests must vacate Reed College housing in the event of a fire alarm. Failure to do so may result in a fine and/or administrative action. The College performs several emergency drills each year and residents are expected to comply with any instructions or notifications associated with those drills.

### CLEANING AND MAINTAINING A LIVING SPACE

Residents are responsible for maintaining the condition of their living spaces and cleaning them regularly. Residents who reside in Reed College housing agree to cooperate with College staff when room repairs, maintenance, painting, pest control, and/or cleanings are required. For planned projects of this nature, residents will be given notice and are expected to comply with instructions. The College will generally make reasonable attempts to inform the resident of the potential consequences of noncompliance and reserves the right to administratively terminate a Housing Contract in extreme circumstances such as, for example, repeated failure to cooperate with College staff to allow necessary maintenance, cleaning, repairs, and projects. Failure of the resident to quickly notify Residence Life or Facilities or to take immediate action regarding maintenance and pest control issues on College property will generally result in the resident being charged for damages, repairs, and services that are caused by the resident's failure to report or take action. The resident agrees to follow all College directives in order to eradicate pests, including bed bugs. This may include living space preparation, clothes laundering, and leaving or remaining in the bed space for a period of time.

If residents need assistance with maintenance or housekeeping matters, they should contact Facilities Services or Residence Life. When Facilities Services and/or Residence Life staff are contacted about a service request, residents will be deemed to have agreed to immediate entry to their room without any advance notice. Generally, a note indicating entry is left if the resident is not present at the time of entry.

Bodily fluids and other hazardous substances must be disposed of in the proper receptacles. Residents should report any plumbing, electrical, or structural problems to the HA, AC, and/or Facilities Services immediately. Residents are expected to keep food properly stored and to remove garbage regularly. Reed College housing will be checked at least once a year to inspect the condition of living spaces. The inspection may be used to plan for summer repairs. Following this inspection, residents may be asked to clean their rooms or be charged for cleaning and repairs in extreme cases. Repairs may take place while the space is occupied.

All residents share responsibility for the condition of hallways and common areas. Facilities Services staff perform routine maintenance of public areas. If non-routine, housekeeping or repair to hallways or common areas is required, fees to cover those costs may be charged equally to residents of that hall or floor. In such instances, Residence Life will send notice of the charges.

Fees may be charged for any materials or personal property not completely removed from a room by the final occupancy date. Whenever residents vacate a room, whether it is to move to another room, move off campus, or leave at the conclusion of a semester, they must remove all garbage and personal belongings from the room. Students are charged for any extra cleaning. The College may remove abandoned materials or personal property without notice.

# **BIKE STORAGE**

Indoor bike storage is only for currently enrolled Reed College students. Students wanting to store their bike in indoor bike storage must register their bike with Community Safety. Unregistered bikes may be removed from storage by Community Safety. Unclaimed bikes may be held for up to 60 days and then donated to an appropriate non-profit organization. Bikes should not be stored in common spaces or in hallways within the residence halls. Bikes found in these areas may be removed by Community Safety.

Abandoned bikes will be removed from campus bike storage (both indoor and outdoor) by Community Safety. A bike is considered abandoned if it has been left unattended in the same location for an extended period of time, is missing parts, or is registered to a student who is no longer registered with the College. Bikes believed to be abandoned will be tagged with a red information tag. If the owner of the bike does not follow instructions on the tag and contact Community Safety within seven days, the bike will be impounded. Community Safety will hold impounded bikes for 60 days. After that time, the bike will be donated.

#### LIABILITY AND INSURANCE

The College does not assume responsibility for and is not liable for any loss or damage to personal property in residents' rooms, public areas, shared or common areas, or elsewhere. Residents are solely responsible for locking their rooms and safeguarding their personal property and the property of their guests. Residents are liable for any loss or damage to their personal property and the property of their guests. Each resident agrees to pay for any and all damages to the residence halls willfully or negligently caused by the resident or the resident's guests. Residents are encouraged to work with their families to verify if they may be covered by an existing homeowner's policy or other family personal property insurance or may wish to purchase and carry private property insurance to protect their property against loss or damage. The College does not offer any such insurance.

#### **SERVICE ANIMALS**

In accordance with the Reed College <u>Animal Policy</u>, Service Animals are animals individually trained to do work or perform tasks for the benefit of an individual with a disability (e.g., guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items). Service Animals are permitted to accompany persons with disabilities in all areas of Reed's facilities, including in Reed College housing, where students, members of the public, and other participants in services, programs, and activities are allowed. Service Animals should be controlled with a leash, harness, voice, signals, or other effective means. Service animals must be accompanied by the handler or in the student's private room - it may not be left unsupervised in common spaces.

Residents with service animals are encouraged to meet with their AC for an intake meeting regarding general expectations and guidelines of the animal residing in Reed College housing. Service Animals must be removed from the living space during break periods. Complaints about disruption or animal care may result in the removal of the Service Animal from College housing, fines for additional cleaning by College staff, and/or disciplinary action.

## **SUPPORT ANIMALS**

As defined by the <u>Animal Policy</u>, Support Animals include emotional support animals or therapy animals that mitigate one or more identified symptoms or effects associated with a handler's or owner's disability by providing emotional support, well-being, or comfort. Residents with appropriate documentation of a disability requiring the use of a support animal must work with Disability & Accessibility Resources ("DAR") regarding their disability-related housing accommodation requests. A resident must have a housing accommodations letter from DAR for the support animal **before** it resides in Reed College housing. If a resident does not have a DAR accommodation letter for their support animal, the resident may be asked to remove the animal from Reed College housing and may be subject to a fine.

The resident is generally expected to meet with their AC for an intake meeting regarding general expectations of and guidelines for the animal residing in Reed College housing **before** the animal is on campus. If the resident does not respond to staff requests to meet or has not made time to meet with staff within two weeks of the initial meeting request, staff may request that the animal be removed from campus housing until the meeting has occurred. ESAs must be removed from the living space during break periods. Complaints about disruption or ESA care may result in the removal of the ESA, fines for additional cleaning by College staff, and/or disciplinary action.

#### **PETS**

Small caged animals and fish are permitted in the **residence halls and houses**; dogs and cats are not permitted. Residents are responsible for the well-being of their pets, including keeping cages and aquarium tanks clean. All pets must be removed from the living space during break periods. Complaints about disruption or pet care may result in the removal of the pet, fines for additional cleaning by College staff, and/or disciplinary action. Residents must register their pet and comply with the Pets & Animal Guidelines found on the Residence Life website.

One cat or one dog per **apartment** is permitted; small caged animals and fish are also permitted. Residents are responsible for the well-being of their pets. Over break periods, the pet must be removed if the resident will not be on

campus. Residents are not permitted to give their key or swipe card to community or non-community members to care for their animal. Complaints about disruption or pet care may result in the removal of the pet, fines for additional cleaning by College staff, and/or disciplinary action. Residents must register their pet and comply with the Pets & <u>Animal Guidelines</u> found on the Residence Life website.

# ALCOHOL AND OTHER DRUG ("AOD") POLICY

Residents are expected to be familiar with and uphold local, state, and federal laws and College policies regarding the use and possession of alcohol and/or other drugs. Violations of the College's AOD policy that occur inside Reed College owned housing, in the entryways to these buildings, or on external housing structures (i.e., porches and balconies) will be considered a breach of the Housing Contract and may result in termination of the Contract according to the applicable termination guidelines. The College's AOD policy is distributed to each student at the beginning of the academic year.

### **SMOKING**

Smoking of any substance is prohibited in all Reed College housing. For purposes of this Contract, the term "smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco or cannabis product, or the use of smoking devices or equipment that includes, but is not limited to, cigarettes, cigars, hookahs, vaporizers, e-cigarettes, and pipes. This includes smoking out of the window while the smoker is in the building. Smoking is not permitted on balconies. Evidence of smoking may result in the resident being fined \$100 per incident and/or other suitable sanction(s) (community service, for example) as determined by a Director of Residence Life or their designee. If the violation occurs in a shared living space, each resident may be fined \$100 per incident. The standard of evidence for smoking includes but is not limited to one or any combination of the following:

- Smell of smoke in or near the living space
- Ashes in or near the living space
- Remnants of smoking (such as cigarette butts) in or within proximity to the living space or balcony
- Tampering with or obstruction of smoke detectors
- Smoke damage in or near the living space
- Reports of smoking from Community Safety
- Reports of smoking from HA or AC
- Reports of smoking from other community members

Residence Life staff will respond to each smoking incident. Multiple violations of this policy, or a violation deemed serious according to the AOD Policy, may result in an honor case and/or additional administrative action, including Administrative Termination of the Housing Contract. Residents may be charged a minimum of \$100 for additional cleaning upon moving out of their room if there is evidence of smoking in the room. (*Note: Oregon Smoking Law states all smokers should be at least 10 feet from the building while smoking.*)

### **WEAPONS**

Firearms are prohibited on Reed College owned or controlled property, including in all Reed College housing. See the Firearms policy for more information. Anyone found to be in possession of a firearm in College housing may be subject to Administrative Termination of their Housing Contract and/or the honor process and the firearm may be remanded to the care of the Community Safety office. Evidence of any weapons offense may be forwarded to the appropriate law enforcement agency. Ammunition, explosive devices, fireworks, knives not commonly considered "pocket" or "utility" knives, weapons of any kind, and any other material or device determined by the College to pose a present or potential danger to people or property are strictly forbidden in College housing. Complaints from other residents about any personal possessions not intended to pose a threat, but which may reasonably be expected to cause other residents to be alarmed and/or feel uncomfortable, may result in removal of those possessions and other appropriate actions. Exceptions

to this policy may be granted by the Dean of Students or their designee or the Director of Community Safety for items that might otherwise violate this policy if there is a legitimate purpose related to the student's academic pursuits.

### **NOISE**

Residents are expected to demonstrate respect for those around them by refraining from making excessive noise. Community members are encouraged to ask others to be considerate and adjust their noise levels when appropriate, and residents should comply with any such reasonable requests. Noise disturbance may include, but is not limited to, loud volume that comes from computers, stereos, drums, instruments that require amplification, televisions, social gatherings, and elevated voices. Residence Life staff and/or Community Safety may engage residents regarding noise complaints. Multiple noise complaints to Community Safety and/or Residence Life staff may be considered disruptive behavior and could result in Administrative Termination of the Housing Contract and/or initiation of the honor process.

### SEXUAL CONDUCT IN PUBLIC SPACES

Residents should not engage in sexual conduct in public spaces including, but not limited to, shared and single-user restrooms, showers, lounge spaces, hallways, or stairwells. This includes sexual conduct with self, as well as engaging in sexual acts with others. Multiple complaints of such actions to Community Safety and/or Residence Life staff may be considered disruptive behavior and could result in Administrative Termination of the Housing Contract and/or initiation of the honor process.

### **GUESTS**

The rights of one's floormates or roommates to sleep and study must be respected at all times. Occasional overnight guests are permitted in a resident's living space with the consent of the roommate(s), if any, for a total of 14 days during each semester. A guest is defined as any person other than the official occupant of the room. Residents who wish to have a guest stay with them for more than two consecutive evenings must inform their HA about the guest and expected time and duration of the visit. Residents are responsible for ensuring that their guests know and comply with College policies and guidelines, and Housing Contract regulations, including its Addendums; should be present while their guest is visiting; and are responsible for their guest's actions and behaviors. Failure to comply with these requirements may result in action. The guest policy is applicable in all campus housing, including apartments.

## ADDITIONAL GUIDELINES AND ADDENDUMS

The College retains the right to adopt additional guidelines and addendums, including but not limited to guidelines implemented for purposes of ensuring the safety, wellbeing and convenience of the Resident and others during the specified contract period. Residents are generally informed of such updates or modifications through email. Residents are expected to comply with such additional guidelines and Addendums, which are incorporated into this Contract.

This Contract is controlled by Oregon law but Reed College housing is not governed by Chapter 90 of the Oregon Revised Statutes. Once signed, this Contract is in effect through the last official day of spring semester unless terminated as provided above.

**Revised March 2022**