UNIVERSITY FLATS OFFICE CONTACT INFORMATION

Campus Housing Office University of Kentucky 160 Avenue of Champions

Suite A382 Lexington, Kentucky 40526 Phone: 859-257-1866 Email: <u>ukhousing@uky.edu</u> Websites: <u>uflats.uky.edu</u> and <u>www.uky.edu/housing</u>

CAMPUS HOUSING OFFICE HOURS

Monday-Friday 8:00 a.m. - 4:30 p.m.

GREETINGS – A WORD FROM THE CAMPUS HOUSING OFFICE

Welcome to the University of Kentucky and University Flats. We are proud to offer our University graduate and professional students an environment that has been designed with your busy lifestyle in mind. Our friendly and attentive staff is available to answer questions, address your maintenance requests and share their knowledge about the University of Kentucky.

NOTE: The University of Kentucky will be hereinafter referred to as "Licensor" and the student will be referred to as "Licensee". The Housing License will be referred to as "License". The Licensee Handbook will be referred to as "Handbook."

WHO'S WHO

Area Director

Do you have questions about the condition of your room, need to make a move-in or move-out appointment, have concerns about your community or neighbors, or have suggestions or comments? Contact your Area Director, John Stauffer, at 859-402-2841 or john.stauffer@greystar.com.

Campus Housing

Do you have questions about your application or license agreement, or need someone to verify your installment history? Contact the Campus Housing Office at 859-257-1866, <u>ukhousing@uky.edu</u>, or at 160 Avenue of Champions. Do you have questions about online payments or getting a deposit refund? Email Christopher Shepherd at christopher.shepherd@greystar.com or call 859-687-7549.

Campus Housing encompasses all persons and departments mentioned in this handbook.

UNIVERSITY OF KENTUCKY INFORMATION

UNIVERSITY HOLIDAYS AND OTHER CLOSINGS

The University has certain departments that remain open during official closing periods. The University will make every effort to ensure that essential services are maintained during closing periods. The Campus Housing Office will remain open during periods of severe weather whenever possible. The Campus Housing Office can be reached by calling 859-257-1866. Licensees can also call FIXIT regarding any maintenance concerns at 859-323-4948 as it is continuously staffed.

HOLIDAYS

The Campus Housing Office recognizes the following holidays and will be closed:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

A current list of University Holidays and bonus days on which the University is closed can be found online at: <u>http://www.uky.edu/hr/hr-home/official-staff-holiday-schedule</u>.

SEVERE WEATHER

- University of Kentucky Division of Crisis Management and Preparedness is an excellent source for information about severe winter weather, storm safety, and other important emergency preparedness topics. Visit their website at: <u>http://www.uky.edu/EM/</u> to learn more.
- The Executive Vice President for Finance and Administration in consultation with UKPD and other University officials determine whether severe weather requires the cancellation of classes or the closing of some offices.
- Essential units (i.e., UK HealthCare, Physical Plant Departments, the Residential Facility, and Campus Housing) of the University remain open during severe weather.
- The cancellation or delay announcements are made through the University's emergency notification system, UK Alert and through the local media. To learn more about UK Alert visit the UK Alert website at: http://www.uky.edu/EM/UKAlert/.
- The most up-to-date and complete information can be obtained from the UK Infoline at 859-257-5684.

AREA DIRECTOR INFORMATION

An Area Director is a full-time employee that is available to help you. This person oversees activities within the community and often acts as a liaison between the Licensee and Campus Housing. The Area Director can help answer questions about the Residential Facility and its community, as well as the University, and City of Lexington.

The Area Director's responsibilities may require them to be out of their office. They have voicemail service in which the Licensee can leave a message. Anytime the Area Director cannot be reached, the Licensee can visit the desk operated on the undergraduate front desk of University Flats with any questions, comments, or concerns.

Before the Licensee moves into the Assigned Residential Facility, the Area Director or another Campus Housing staff member will perform a walk-through inspection of the unit. *The Licensee is responsible for completing a Room Condition Report (RCR) and turning it into the Area Director within forty-eight (48) hours of their first date of occupancy.* The RCR is to protect the Licensee from being held responsible for existing conditions. When the Licensee moves out, the Area Director or another Campus Housing staff member will perform a check-out inspection of the Assigned Residential Facility if requested by the Licensee; otherwise, the checkout inspection will be performed after departure or within 48 hours of the license end date.

NON-DISCRIMINATION POLICY

The University of Kentucky is committed to a policy of providing educational opportunities to all qualified students and does not discriminate in any of its programs, procedures or practices against any person on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with the University of Kentucky policy concerning smoking.

HOUSING ACCOMMODATIONS

If a Licensee needs special housing accommodations related to a disability, the Licensee must notify and register with the Disability Resource Center (DRC) at the University of Kentucky. The Licensee must submit a request for a service or emotional support animal through the DRC. Licensee may be required to provide medical or other documentation when a service or emotional support animal is required to live with the Licensee. The Licensee must provide written approval to the DRC **before** bringing a service or emotional support animal to the Assigned Residential Facility. The Licensee agrees to abide by all University policies as well as local and state laws that apply to pets including but not limited to leash laws and laws that require pet owners to clean up the waste products of their pets. The Licensee agrees to accept financial responsibility for all damages to the Assigned Residential Facility or its contents when caused by the service or assistance animal.

NOTICE REGARDING SEX CRIMES AND VIOLENT OFFENSES

The University has determined that convicted sex offenders and convicted violent offenders pose a clear and present danger to those living in campus housing. The University requests that all applicants seeking to live in campus housing self-identify any criminal convictions requiring registration in a sex offender database. Convicted sex offenders and violent offenders are not permitted to live in campus housing. The University's Police Department routinely examines the Kentucky State Police sex offender registry and shall promptly notify the Campus Housing Office of the offender's presence on campus. Upon learning the Licensee is or has been convicted of a sex crime or a violent crime as defined in Kentucky Revised Statutes Chapter 17 and 439, the

Licensor shall terminate the License Agreement by providing the Licensee with a seven-day written notice of its intention to do so.

GENERAL INFORMATION

As a resident in University Flats, you are an important part of your apartment community, the University, the city of Lexington and the Commonwealth of Kentucky. It is your responsibility to learn and follow the rules and regulations and applicable laws. This Handbook discusses the rules and regulations that are required by University Flats. Updates to this Handbook may come in the form of email notices, newsletters, and other written forms of communication. These items become a part of this Handbook and supersede the information herein. Failure to adhere to the rules and regulations is a violation of your License. *It is your responsibility to know the rules and regulations, Code of Student Conduct, and applicable laws.*

DOCUMENTS

University Flats Housing Application

The applicant must complete the University Flats Housing Application. Falsification of any information on the University Flats Housing Application may result in disciplinary action up to and including eviction.

Housing License Agreement

The legal contract between the University of Kentucky and the eligible student, to pay to live in a University owned/operated Residential Facility. The student who executes the Housing License must be eighteen years of age or older. A student seventeen years of age or younger must obtain the signature of a parent or legal guardian.

Licensee Handbook

The Handbook is referenced in your License and is a part of this License. The Licensee is responsible for reading the Handbook and ensuring that all Family Unit members and guests understand the contents of this Handbook.

"Fire Suppression Statement"

A statement Licensee signs that informs Licensee as to whether the Assigned Residential Facility is equipped with a fire suppression system (i.e., water sprinklers). All of University Flats is equipped with a fire suppression system.

DEFINITIONS

- 1. **Housing License**: A legal contract between the Licensor and Licensee for the rental of a living space in a Residential Facility owned and/or operated by the University of Kentucky and operated by GREP South, LP on behalf of the University of Kentucky.
- 2. Licensor: The party who grants the License. The Licensor for this license is the University of Kentucky.
- 3. Licensee: The party to whom the License is granted. The Licensee must satisfy the eligibility requirements as set forth herein.
- 4. **Residential Facility**: Residential Facility includes studio and one-bedroom apartments owned and/or operated by the University of Kentucky and operated by GREP South, LP on behalf of the University of Kentucky.
- 5. Assigned Residential Facility: The specific studio or one-bedroom apartment assigned to the Licensee to pay to live in from the Licensor.
- 6. **Maximum Occupancy**: No more than two (2) people plus one (1) infant (no older than 6 mo. on 1st day of license term) are permitted to live in the Assigned Single Residential Facility. All adult occupants must execute a License.
- 7. **Spouse**: A person legally married to the Licensee.
- 8. Minor: A person who is under eighteen (18) years of age.
- 9. **Guest**: Licensee's authorized visitor. A guest is limited to seven (7) calendar days within a thirty-day (30-day) period unless the Licensee obtains prior approval from the Licensor.
- 10. Abandon: A Residential Facility is considered abandoned when it appears as if the Licensee has intentionally and permanently given up, surrendered, left, deserted, or relinquished all interest in the Assigned Residential Facility, without Notice, and does not intend to come back. All personal property left on the premises will also be considered abandoned, resulting in relinquishment of legal rights over or to that property.
- 11. **Jointly and Severally Liable**: All individuals who are twenty-one (21) years of age or older, who execute the License, are held financially responsible for all charges associated with the Assigned Residential Facility. The Licensor can collect the entire amount due under the License from anyone who signs the License. Full financial responsibility can be assigned to any individual or group of individuals.
- 12. Licensee Handbook: A document that contains rules and regulations for University Flats Graduate & Professional Housing, as amended from time to time. The Licensee may request a print copy. However, the official copy will be maintained on the Licensor's Website. Both copies will be hereinafter referred to as the "Handbook."
- 13. **Installment Payments**: The installment cost associated with the Assigned Residential Facility together with all fees, fines, and other charges. The entire contractual cost for the License is calculated for the occupancy period and divided into twelve (12) equal installments. The first installment is due at the time of Move-In and remaining installments are due on or before the 1st day of each subsequent month per the payment schedule outlined in the License. The installment payments do not represent a monthly amount and are not prorated.
- 14. Late Fee: The fee assessed for failure to pay installment payments, fees, fines, or other charges by their due date.
- 15. Grace Period: The period in which installment payments can be paid without incurring a late fee.
- 16. **Eviction**: The process by which the Licensee, members, and guests are involuntarily denied access to the Assigned Residential Facility.
- 17. Priority Date: Established when the Licensor receives Licensee's completed Application for Housing.
- 18. **Transfer**: A move by Licensee within Graduate and Family Housing or University Flats within the same license term.
- 19. **Transfer Fee**: An amount charged to a Licensee to cover administrative costs associated with a move within Graduate and Family Housing and University Flats within the same license term.
- 20. License Reassignment: A Licensee may reassign their License to another person only after written approval from the Licensor and only if such person meets all the eligibility criteria of Licensor and the Licensee pays associated reassignment fees.

- 21. **Damage Deposit**: A financial security held by Licensor in a non-interest-bearing account. It is held until Licensee moves out of University Flats. It may be refunded to Licensee if there are no cleaning or damage charges and the account is paid in full.
- 22. Hold: A status placed on the Licensee's account in the University's student database. This status can prevent registration, receipt of grades and transcripts and other important student-related activities.

ELIGIBILITY

- 1. To be eligible to live in University Flats Graduate & Professional Housing, the Licensee must be classified as a full-time graduate student, professional student, or post-doctorate at the University of Kentucky for fall and spring semesters. The Licensee does not have to be registered for summer classes if the Licensee will be a full-time graduate student, professional student, or post-doctorate in the subsequent fall semester. The Licensee shall provide documentation of enrollment/registration before the License is executed.
- 2. The Licensee shall execute a new License within the designated renewal period and no later than sixty (60) days prior to expiration of the current License based upon availability. The Licensee shall provide documentation of enrollment/registration before the new License is executed.
- 3. An individual Licensee may elect to have one (1) roommate of their choice. The roommate must also meet all eligibility requirements as outlined for the Licensee in this section of the License. The roommate will be required to execute a separate License as Licensee and shall provide documentation of enrollment/registration before the License is executed.
- 4. All individual Licensees are jointly and severally liable for all charges associated with the Assigned Residential Facility. Moving out of the Assigned Residential Facility does not relieve any individual Licensee of financial responsibility hereunder, unless the Licensor executes a written release.
- 5. No more than two (2) adults plus one (1) infant (no older than 6 mo. on 1st day of license term) are permitted to live in the Assigned Single Residential Facility. All adult occupants must execute a Housing License.
 - a. Single Residential Facilities: A "Single Resident" is defined as an individual who does not have a legal spouse or an individual who is legally married, but whose spouse does not reside in the Assigned Residential Facility. No more than two residents are permitted to live in an Assigned Single Residential Facility. Both parties must execute a Housing License.
- 6. The Licensee understands and acknowledges that all official residents must be on record with the Licensor. It is the Licensee's responsibility to notify the Licensor when the occupancy in the Assigned Residential Facility changes. Temporary guests are permitted for seven (7) calendar days or less within a thirty-day (30-day) span. Temporary guests of eight (8) days or more must be approved in advance by the Licensor and may be required to execute the License.
- 7. University of Kentucky student Licensees must adhere to the University of Kentucky Code of Student Conduct.
- 8. The Licensee agrees to be bound by the maximum occupancy definition for the unit.
- 9. The Licensee and guests must adhere to all local, state, and federal laws.
- 10. The Licensee is responsible for the supervision of all minors.
- 11. The Licensee agrees to be bound by the License, the Handbook, and any amendments thereto as promulgated by email or other written communication.

INSTALLMENT PAYMENTS, FINANCIAL INFORMATION AND OTHER OBLIGATIONS

- 1. The Licensor reserves the right to change housing rates based on approval by the University of Kentucky Board of Trustees. Late Fees, disciplinary fines, and other charges may be revised upon a thirty-day (30-day) written notice to Licensee.
- 2. The installment payment is due in advance on the first (1st) day of each month. Payments made online must be made by 11:59 p.m. on the tenth (10th) day of every month. Payments made to the drop box must be dropped off by 11:59 p.m. on the tenth (10th) day of every month. If the tenth (10th) day falls on a weekend or official University holiday, the in-office Grace Period will be extended to the first (1st) business day following the weekend or official University holiday. Installment payments made on or before the expiration of the ten-day (10) Grace Period will not be subject to a Late Fee. The amount of the Late Fee is \$50.00. The Late Fee will be added to all installment payment balances in excess of \$50.00.
- 3. If the installment payment is not received by the end of the Grace Period, a "Seven Calendar Day Notice to Vacate" will be delivered to the Licensee. Prior to the end of the Seven Calendar Day Notice to Vacate, the Licensee is expected to: 1) pay the balance due; or 2) vacate the Assigned Residential Facility in accordance with move-out procedures outlined in the Handbook. The Licensor reserves the right to enter the Assigned Residential Facility to determine whether the Licensee, guests, and/or personal belongings remain in the Assigned Residential Facility, where installment payment remains unpaid at the end of the Seven Calendar Day Notice to Vacate. If it is determined that installment payment has not been paid and the Assigned Residential Facility to the Licensee, and guests by removing building and unit access levels from Licensee's University of Kentucky Identification Card. Personal belongings may only be claimed by appointment with the Campus Housing Office. Personal property unclaimed after seven (7) calendar days will be considered abandoned and subject to disposal.
- 4. Damage Deposit and Inspections: The Licensor requires a damage deposit. The Licensee shall pay the damage deposit when the License is executed and no later than the day the Licensee moves in. The amount of the damage deposit is \$150.00. The damage deposit is considered refundable except where: 1) cleaning charges are applied; 2) damage charges are applied; or 3) installment payment is owed to the Licensor. Reasonable wear and tear will not be charged. The Licensee is responsible for completing a Room Condition Report (RCR) and turning it into the Area Director within forty-eight (48) hours of their first date of occupancy. Additional details concerning the move-in inspection can be found later in this Handbook. The Licensor will provide specific move-out instructions to the Licensee to determine whether charges will be assessed. Details about the move-out process can be found later in this Handbook. The Licensee is responsible for providing an accurate forwarding address to the Licensor. Failure to provide an accurate forwarding address may result in the forfeiture of the damage deposit. Unclaimed damage deposits will be considered forfeited by the Licensee after a period of sixty (60) days.
- 5. Utilities include natural gas, electric, water, and sewer fees. The Licensor agrees to supply utilities at no additional cost to the Licensee but will not be held liable for the failure to do so. Additional services including Internet and Cable are also included at no additional charge. The Licensee will not be held liable for the failure to provide additional services.
- 6. Emergency maintenance service is available on a twenty-four (24) hour basis. Routine maintenance service will be provided only during regular business hours. Reporting the need for maintenance is the Licensee's responsibility. Failure to report maintenance needs may subject the Licensee to financial obligations. Instructions for reporting maintenance needs can be found later in the Handbook.

- 7. One (1) bedroom door key (where applicable) and one (1) mailbox key will be issued to the Licensee. Lock out procedures and fees will apply as detailed later in the Handbook. The Licensee's University issued identification card will act as the key to enter the facility and assigned unit. There is only one (1) key card per Licensee. If the Licensee becomes locked out of the Assigned Residential Facility, a staff member may be able to allow the Licensee entry to the Assigned Residential Facility based on current Lock-Out procedures and fees as outlined in this Handbook.
- 8. All personal property kept in the Assigned Residential Facility, community spaces, and other facilities shall be at the risk of the Licensee only. The Licensor recommends the Licensee purchase renter's insurance to cover damage or loss of personal property.
- 9. The Licensee may be held financially responsible for all damages caused by the Licensee, or their guests.
- 10. The preferred way to pay is online via the University Flats website at <u>http://uflats.uky.edu</u>. Online payments may be made using a credit or debit card. Visa, MasterCard, American Express, and Discover are acceptable credit cards. There is a convenience fee of 2.95% of the payment amount plus \$3.50 when using a credit card. Payment via check, money order, MoneyGram, or cashier's check is also acceptable. Residents can also pay via automatic withdrawal from their bank account, for which there is a convenience fee of \$1.50. Checks, money orders, MoneyGram, and cashier's checks may be dropped off at the drop box in the lower-level graduate lobby prior to the 1st day of the month and not later than the 10th day of the month. The drop box will be checked regularly, and any payments not received prior to the late fee policy deadline will be assessed the late fee in accordance with Section 2. When a personal check is returned for insufficient funds, a \$50.00 NSF fee will be added to the Licensee's account. The Licensee must come to the Campus Housing Office to pick up the returned check and pay the amount of the check, plus the \$50.00 NSF fee. Payment must be made by debit card or credit card. A Licensee who accumulates two returned checks will no longer be allowed to pay using a personal check.
- 11. The Campus Housing Office does not keep cash. The Campus Housing Office does not cash personal or payroll checks and does not return cash as change if a check is written for more than the amount due. Any excess amount will be added as a credit to the Licensee's account.
- 12. A Hold will be placed on Licensee's student account in the University's student database when balances remain unpaid. A Hold may prevent the Licensee from registering for classes, receiving grades or transcripts, and participating in other important student functions. Unpaid accounts will be transferred to the in-house collections staff and may be referred to professional collection agencies.

FACILITY DETAILS AND OBLIGATIONS

- 1. The Licensor shall have the right to enter the Assigned Residential Facility, without notice to the Licensee and without the Licensee's consent, for matters it deems urgent or an emergency. The Licensor will provide a forty-eight (48) hour notice to the Licensee when entry is required for routine matters. Permission for entry is considered granted by the Licensee when maintenance is requested. Maintenance workers are not permitted to remove their shoes while working. Please refer to the Handbook for more information on maintenance.
- 2. Parking fees are instituted and collected by Parking and Transportation Services: www.uky.edu/transportation. All vehicles parked in a Residential Facility parking lot must have a University of Kentucky parking hangtag or temporary permit. A limited number of parking meters may be available. The Licensee accepts all liability for damages whether by theft, vandalism, fire, flood, or other acts of nature. The Licensee must obtain automobile insurance and licensing in accordance with local and/or state laws. Junk vehicles are not permitted in the parking lots. Routine automobile repairs are not permitted in the parking lots.
- 3. Fire Safety is the responsibility of the Licensee, and their guests. Proper fire safety procedures can be found in the Handbook. Fire extinguishers are provided in the Assigned Residential Facility. The Licensee is responsible for requesting training on how to use the fire extinguishers. Smoke detectors are provided in the Assigned Residential Facility and are considered essential life-saving devices. As such, they must never be covered or removed. Please refer to the Handbook for applicable information and more details. In some Residential Facilities, the Licensee is responsible for monthly testing of smoke detectors. Please refer to the Handbook for more information on fire safety.
- 4. We do not allow plumbing modifications (i.e., bidets, different shower heads, etc.) due to the potential for leaks and flooding. All plumbing stoppages must be reported for maintenance. Never use commercial drain-opening products. The Licensee may use a plunger to clean stoppages where applicable. Proper drain care is the responsibility of the Licensee, and their guests. Improper drain usage may result in financial responsibility. Please refer to the Handbook for more information and fines that may be assessed for improper usage and/or care of drains and plumbing.
- 5. Maintaining a pet and/or animal, regardless of length of stay, without prior approval of the Disability Resource Center is not permitted in the Residential Facilities. Exceptions are service animals, service animals in training, or emotional support animals that are registered with the Disability Resource Center: <u>www.uky.edu/DisabilityResourceCenter</u>. The care and supervision of the animal is solely the responsibility of its owner. Possession of an unauthorized animal may result in fines or an eviction from the Assigned Residential Facility.
- 6. The Licensor will provide appliances. The Licensee may obtain and use certain small appliances, such as toasters. Unless provided or permitted by the Licensor, deep freezers and other large appliances are not permitted. The Licensee will be subject to fines or eviction if unauthorized appliances are discovered in the Assigned Residential Facility. Please refer to the Handbook for more information.
- 7. The Licensee and their guests must adhere to all Community Cleaning Standards. Please refer to the Handbook for more details.
- 8. Noise must always be kept to a minimum. Continued noise violations may subject Licensee to eviction from the Assigned Residential Facility.
- 9. The University of Kentucky has a Tobacco Policy (Administrative Regulation 6:5) that prohibits the use of all tobacco products on property that is owned, operated, leased, occupied, or controlled by the University of Kentucky, including all Residential Facilities. Therefore, tobacco products are prohibited and not permitted inside or outside your Assigned Residential Facility. The use of tobacco produces may subject Licensee to fines, disciplinary procedures, and eviction. Refer to the Handbook for more details.

- 10. The University of Kentucky has a Policy on Deadly Weapons (Administrative Regulation 6:6) that prohibits deadly weapons on property that is owned, leased, or controlled by the University of Kentucky, including all Residential Facilities. Therefore, deadly weapons are prohibited and not permitted inside or outside your Assigned Residential Facility. Possession of deadly weapons may subject the Licensee to fines, disciplinary procedures, and eviction.
- 11. Alcoholic beverages are permitted in Graduate & Professional Housing Residential Facilities in accordance with local and/or state laws. Only those individuals of legal drinking age may consume alcoholic beverages. Further, the alcoholic beverages may only be consumed in the Residential Facility. Alcoholic beverages are prohibited outdoors or in any public space.
- 12. Candles, incense, halogen bulbs, and open flames are strictly prohibited in the Residential Facility.
- 13. The Licensee shall not alter the construction of the Residential Facility or the landscape. Non-removable decals should not be applied to any surface.
- 14. The Licensee is responsible for the supervision of all minors. The Licensee is responsible for the supervision of all guests. The Licensee will be held financially responsible for any damage caused by minors visiting the Residential Facility. Children under the age of ten years should never be left without adult supervision. The University of Kentucky Police Department ("UKPD") and/or Child Protective Services will be notified if a child under the age of ten years is found unsupervised. Children are not allowed to play in lobbies, in parking areas or in the roadways going through the Residential Facility community. Children are expected to play in grassy areas and other designated play areas. Children must be supervised while playing. The Licensee is responsible for communicating and enforcing the rules to minors. The Licensee will be notified if there is a violation of this rule.
- 15. The Licensee shall not mortgage the license or sublet the Assigned Residential Facility or any part thereof. Notwithstanding the foregoing, upon the prior written approval of the Licensor, Licensee may reassign this License to another person if such person meets all the eligibility criteria of Licensor and the Licensee pays a \$200 reassignment fee. The Licensor is not responsible for finding a reassignment or assisting Licensee with a reassignment. Upon the complete execution of a new License with the Licensee, move-out inspection, and payment of any damage fees, Licensee will be released from all obligations under this License.
- 16. The Licensee may be issued a temporary key card for a guest by contacting the Campus Housing Office. The Licensee will be responsible for this key card for the duration in which it is signed out.
- 17. The Apartment may only be used as a private residence and for no other purpose including any commercial business purpose.
- 18. The Licensee is required to provide a valid email address to the Licensor. The official school email address is preferred. The Licensor will not be held liable for the failure of the Licensee to provide and update the email address. All official notifications from Campus Housing will be sent to the email address on record. Due to database limitations, Campus Housing will provide email notifications to the Licensee only. Official Notifications may include, but are not limited to scheduled preventive maintenance, scheduled power or water outages, and community events. Hard copy notifications will not be sent.
- 19. The University provides a campus-wide bus service for the convenience of University employees, students and guests. Bus schedules, route information, bicycle regulations, and other important information can be obtained online at: www.uky.edu/transportation. Campus bus routes can be tracked in real time at: uky.transloc.com.
- 20. The Licensee is expected to comply with all University regulations as well as local/state laws regarding bicycles. All bicycles parked on campus must have a valid bicycle permit, which may be obtained free of charge from Transportation Services. The only approved areas in which to park your bicycle are the blocks, racks, or other devices provided throughout campus. U-Bolt locks are recommended to secure your bicycle to the parking device. Additional bicycle information can be found online at: www.uky.edu/transportation/bike.

The University of Kentucky Police Department (UKPD) is responsible for enforcing bicycle regulations. The Licensee is responsible for becoming familiar with these rules and regulations. Ignorance of the rules will not be accepted as an excuse for dismissal of citations or other enforcement action.

- 21. Decorative materials must not present a safety or public health hazard. Combustible materials must not be used for decoration purposes. All holiday decorations, including Christmas trees must be UL-listed as flame retardant. Live Christmas trees are strictly prohibited. Exterior decorations must not be attached to the Residential Facility. All holiday decorations must be removed before leaving on a holiday vacation. Failure to comply may subject the Licensee to financial and other disciplinary actions up to and including eviction.
- 22. The University of Kentucky does not discriminate in any of its programs, procedures, or practices against any person on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with the University of Kentucky policy concerning smoking. If a Licensee needs special accommodations due to a disability, Licensee must notify the Disability Resource Center.

PROCEDURES

MOVE-OUT: NOTICE

- Obtain an online copy of the "Move-Out Checklist".
- Contact your Area Director no less than seven (7) days prior to your move-out date to schedule a move-out inspection. NOTE: This inspection is optional and not required.
- Completely clean your Assigned Residential Facility using the "Move-Out Checklist" as a guideline.
- Pack your personal belongings.
- You have the option to conduct a move-out inspection with the Area Director or a Campus Housing staff member. The Campus Housing staff member will assess charges for cleaning and damages beyond normal wear and tear. Charges will also be assessed for any missing inventory items (i.e., furnishings, appliances, and equipment).

MOVE-OUT: KEYS

- All keys must be returned to the Area Director or Campus Housing staff member at the time of the move-out inspection and/or the Period End Date EXCEPT for Advance Damage Deposit Refunds inspections. A Licensee who has been approved for an Advance Damage Deposit Refund will return the keys on the day they move out of the Assigned Residential Facility. If keys are left in the graduate lobby drop box, they must be sealed inside an envelope labeled with Licensee's full name, Residential Facility name, unit number, and move-out date. (NOTE: The Licensee is responsible for ensuring that all windows and doors are locked prior to surrendering keys to the Area Director.)
- Unreturned keys will be charged to the Licensee at the rates listed on the Room Condition Report (RCR).

ADVANCE DAMAGE DEPOSIT REFUNDS

A Licensee who is leaving the U.S. can request that their deposit be refunded in advance. (NOTE: Residents of Puerto Rico do NOT qualify for the advance refund.) Campus Housing will require documentation that the Licensee is leaving the country before they will process the refund.

The Licensee must request the advance refund. The Licensee who paid the deposit will receive their refund by check. NOTE: A request for an advance refund does NOT guarantee receipt of the check prior to the scheduled departure date. Campus Housing will make every effort to ensure that the Licensee receives the refund check before their departure. However, unforeseen events may prevent the check from reaching the Licensee before

their departure. In this event, the refund check will be forwarded to the address provided by the Licensee in their "Notice to Vacate/Release of Liability". The procedure for requesting an advance refund is as follows:

- The Licensee completes a "Notice to Vacate/Release of Liability" online AND they request that their refund is processed in advance. The Licensee must provide a forwarding address in their home country.
- The Licensee must provide documentation that they are scheduled to leave the U.S. on or before the date recorded on the Notice. The refund will NOT be processed without this documentation.
- The final inspection will be scheduled at least eight business days prior to the date the Licensee is scheduled to vacate the Assigned Residential Facility. The Licensee must contact their Area Director to schedule the appointment.
- The Licensee completes all procedures as outlined in this Handbook.
- The Assigned Residential Facility must be cleaned prior to the inspection. It is not necessary for the Licensee to physically vacate the Assigned Residential Facility before the inspection date.
- The inspection MUST be completed on the scheduled date. The Area Director is responsible for completing the paperwork and for turning the paperwork into the office.
- The Assigned Residential Facility will be assessed for any cleaning or damage charges. The charges, if any, will be deducted from the deposit.
- **CHECK REFUNDS**: Campus Housing will complete the paperwork necessary to process a refund check. The Campus Housing Office does not issue the check. The University's partner, and building owner, GREP South, LP will prepare and distribute all refund checks. The Licensee should receive the refund check to their forwarding address after their departure.

TRANSFERS WITHIN GRADUATE AND FAMILY HOUSING

A "Transfer Request" online form must be completed when a Licensee wishes to transfer within Graduate and Family Housing or University Flats. Requests for transfers are accepted for the following reasons:

- To move to a different size apartment (i.e., from an efficiency to a one-bedroom).
- To move to a different apartment complex.
- For extenuating circumstances.

Transfer assignments are based on need and availability of requested Residential Facilities. Campus Housing will not process transfer requests during peak assignment periods (approximately two months prior to and one month following the beginning of fall and spring semesters). There will be a \$200.00 transfer fee assessed at the time the transfer is executed. Two Licensees living in the same apartment will pay one transfer fee if they are moving together. They will EACH pay a transfer fee if they are moving to separate Residential Facilities. If only one of the Licensees is leaving the Assigned Residential Unit, the Licensee who is moving will pay the transfer fee.

If the transfer reservation is cancelled within five (5) calendar days of the scheduled transfer date, the Licensee will still be required to pay the \$200.00 transfer fee.

NOTE: The transfer fee cannot be avoided by moving out of the Assigned Residential Facility and back into a new Residential Facility. The transfer fee will be applied to a Licensee who vacates Campus Housing then returns within thirty (30) days. The transfer fee will not apply if the Campus Housing Office requires the move.

Campus Housing will make every effort to honor a Licensee's request to transfer. However, under certain circumstances, a transfer request may be denied. A transfer request may be denied under the following circumstances:

- The Licensee's file contains more than one violation notice including but not limited to: noise violations, excessively dirty Assigned Residential Facility, use of tobacco products, and other rule, regulation or policy violations.
- The Licensee has a history of late payments.
- The Licensee asks to transfer to a Residential Facility that they are not qualified to occupy (i.e., a single Licensee who requests a 2-bedroom Residential Facility).
- The Assigned Residential Facility has been inspected by Campus Housing staff member and has not been approved for a transfer.

NOTE: A second Licensee (roommate) cannot be added to a Residential Facility when the first Licensee will be moving out of the Residential Facility within a six (6) month period. This includes transfers to another Residential Facility in Housing as well as to an off-campus Residential Facility.

EXTENDED ABSENCES

Licensees who plan on being away from their Assigned Residential Facility for more than one week should make the following arrangements before they leave: 1) Notify their Area Director so they will know the Assigned Residential Facility will be vacant for more than one week. Campus Housing will NOT monitor the Assigned Residential Facility while the Licensee is away. 2) Make sure the installments are paid or will be paid upon the Licensee's return.

ENTRY INTO THE APARTMENT

Housing reserves the right to enter the Licensee's apartment under the following conditions:

- In the event of an emergency, authorized Campus Housing staff will enter the Assigned Residential Facility without notice. A hangtag will be left in the Assigned Residential Facility to let the Licensee know that a Campus Housing staff member was inside. Examples of emergency situations include but are not limited to burst water pipes or other water leaks, fire or suspected fire, and other situations that threaten people or property.
- A Campus Housing staff member will enter the Assigned Residential Facility to complete requested repairs. It is not necessary for the Licensee to be inside for the Campus Housing staff member to complete a requested repair. They will not make an appointment to complete these repairs. If the Licensee is not at home when they arrive, they will leave a hangtag to let the Licensee know that they have been inside.
- Campus Housing will send a forty-eight (48) hour notice via email to perform maintenance work, fire equipment inspections and other necessary inspections or maintenance of the apartment. Notices are sent via email and posted on building entry doors.

LOCK OUT SERVICE/POLICY

A Licensee who is locked out of their Assigned Residential Facility must go the undergraduate front desk of University Flats. A staff member will grant entry, or a temporary key card will be programmed for the Licensee. The person locked out must provide a form of photo identification and must be a verifiable Licensee.

During summer months when the undergraduate front desk is closed, an on-call number will be posted for residents to contact a staff member for entry.

Licensees will receive three free lockouts. Any additional lockouts are a chargeable service billed at a minimum of \$90.00.

OTHER RULES AND REGULATIONS

STUDENT CODE OF CONDUCT

All Licensees living in University Flats are subject to the University of Kentucky Code of Student Conduct. This document can be accessed on the website located at: <u>http://www.uky.edu/StudentAffairs/Code</u>. Additionally, Bluegrass Community and Technical College ("BCTC") students living in University Flats are also subject to the BCTC Student Code of Conduct. This document can be accessed on the website located at: <u>http://systemofficemig.kctcs.edu/media/academics/kctcs_code_of_student_conduct_1117.pdf</u>.

COMMUNITY LIVING REGULATIONS

Campus Housing strives to provide a safe, clean community for all its Licensees and has established rules that govern the behavior of Licensees and their guests so that everyone can enjoy living in our community. The Licensees are expected to comply with the rules and regulations contained in this Handbook. The Licensor reserves the right to update rules and regulations by notifying Licensees in writing.

APPLIANCES USE AND CARE

The Licensor will provide appliances, such as a cook stove and oven, a refrigerator, microwave, dishwasher, and washer and dryer. These appliances cannot be removed from the apartment. The Licensee is responsible for the proper use and care of all furnished appliances. The Licensee is responsible for cleaning all furnished appliances after each use.

The Licensee is responsible for reporting all repair needs to FIXIT (859-323-4948 or <u>www.uky.edu/auxserv/fixit</u>). Unreported problems may make the situation worse. The Licensee may be financially responsible for damages caused by not reporting problems in a timely manner.

Cook Stove and Oven

- Please use your cooking equipment safely. Never leave your Assigned Residential Facility when items are cooking. The Licensee is responsible for all damages that occur because of leaving cooking items unattended.
- The use of foil, plastic wrap, paper or other material to cover the cook stove, the oven, and on the wall behind or surrounding the cook stove is **strictly** prohibited. These items prevent proper venting and are considered a fire hazard. Grease and food buildup on these items are a fire hazard and draws pests.
- The Licensees should wipe down the stovetop after each use. Do not allow grease and food particles to buildup. This can cause a fire and draw pests.
- The range hood filter must be cleaned.
- The Licensee must not cover their stovetop drip pans with aluminum foil or other materials.

• The Licensees are responsible for cleaning the inside of the oven on a regular basis using a commercial oven cleaner. Spills inside the oven must be cleaned up immediately as they can be a fire hazard. Always use a product approved for cleaning the oven.

Refrigerator

- The refrigerator should be wiped down inside and out on a regular basis. Do NOT use a scrubbing pad on the exterior of the refrigerator. All spoiled food products should be disposed of immediately.
- The refrigerator should be kept closed except when adding or removing items. It will lose cold air if left open. It is especially important to keep the refrigerator closed if the electric power goes out or the refrigerator or freezer is not working properly.
- Do not overfill your freezer. Do not allow items to cover the air vents inside. Proper air circulation is required to operate the freezer and refrigerator.

COMMON AREAS

Common areas include hallways, stairways, community rooms and other areas used by all Licensees. The Licensees are responsible for the proper use of all common areas by the Licensee and their guests. Licensees are responsible for cleaning up after themselves in all common areas. Do not dispose of personal trash in the common areas. Children are not allowed to play in restricted commons areas such as hallways, stairways, mailrooms, and lobbies. The Licensee's activities, including but not limited to parties, must be conducted in a way that respects your neighbors. They must not be held late at night (inside or outside). The noise level must be kept to a minimum and must not violate our Quiet Hours Policy.

FIRE PREVENTION AND SAFETY

FIRE SAFETY GUIDELINES

Safety is the primary concern in the Campus Housing community and requires a cooperative effort from all those who live in and work in the community. **The following rules must always be observed:**

- Stairwell fire doors and corridor doors must be maintained in an operable condition and must be selfclosing and self-latching. Do NOT prop open doors.
- Do NOT obstruct stairwells, corridors, and passageways.
- Flammable liquids, such as gasoline, paint thinner, charcoal lighter fluid, propane gas, etc., are strictly prohibited inside the Assigned Residential Facility.
- Candles, incense, halogen bulbs, and open flames are strictly prohibited inside the Assigned Residential Facility.
- Do NOT leave items being cooked unattended.
- Bicycles and motorized equipment, except those authorized for use by students with disabilities are strictly prohibited inside the Assigned Residential Facility and may be removed from the premises by UKPD.
- Do NOT damage or tamper with the smoke alarms, emergency lighting, or exit signs.
- Fire pull stations may be in the public areas of your Assigned Residential Facility.
- Fire pull stations are used to set off an alarm in the event of a fire. The fire pull stations are used ONLY in the event of fire.
- The Licensee will be assessed a \$50.00 fine if it is determined that the fire pull station alarm was activated for any reason other than a true emergency, by Licensee or their guests.

Residential Facilities

- Rooms shall NOT be subdivided with partitions.
- Beds must NOT be enclosed in any manner.
- Elevated beds (i.e., bunk beds or lofts) not provided by the University are strictly prohibited.
- The number of pieces of furniture must be appropriate to the size of the room. Furniture must NOT block access from a bed to the corridor door.

Electrical Issues

- Electrical equipment must be maintained and used in a safe manner.
- Regular extension cords (flexible cords) are strictly prohibited.
- Surge protectors that are grounded and have a built-in 15-amp circuit protection may be used. Surge protectors must be UL listed and may NOT be plugged into other surge protectors. The cord must NOT run under the carpet, through walls, under doors, or any other place that would subject it to physical damage. Damaged cords must be discarded.
- Multi-plug adapters are strictly prohibited.
- Air-freshener plug-ins (i.e., GladeTM plug-ins) with a built-in "outlet" (plug) may be used only if the outlet (plug) in the air-freshener is not used.

FIRE SAFETY POLICY

Each Residential Facility has an evacuation plan in the event of a fire. Please consult the back of your door for information concerning the nearest exit.

Fire drills, false alarms, and genuine fire alarms are indistinguishable. You MUST evacuate the building whenever the alarm sounds, and you may not reenter until the all-clear signal is given. Failure to evacuate during ANY alarm will result in disciplinary action being taken.

If a smoke alarm sounds or a fire strikes, the Licensee or their guests <u>must</u> evacuate the Assigned Residential Facility and building <u>immediately</u>. The Licensee will be fined for failing to comply with this requirement.

- Licensees who have a roommate or guests, should designate an outside meeting place in the event of fire evacuation to ensure that all occupants are accounted for during this type of emergency.
- Do NOT re-enter your Assigned Residential Facility until authorized to do so by the Fire Department, Police Department, or a Campus Housing staff member.
- Keep all matches and lighters out of the reach of children.
- Do NOT leave your Residential Facility if you have food or beverage items cooking on the stove or in the oven. The Licensees in violation of this policy will be charged a fine, plus the cost of damages and labor for repairs.
- Do NOT use water to attempt to extinguish an electrical or grease fire. Use a fire extinguisher. A fire extinguisher is provided in every apartment to be used in case of fire.

Smoke Detectors

The University conducts periodic inspections of smoke detectors. Between inspection periods, Licensee must report any smoke detector malfunctions (such as a chirping noise) to FIXIT (859-323-4948) so that maintenance can correct the problem. Do NOT remove or tamper with smoke detectors. The Licensee is strictly prohibited from disarming, removing from the wall, or otherwise tampering with the smoke detector in the Assigned Residential Facility. In some of our Residential Facilities, removing or damaging a smoke detector will disable all smoke detectors in the Residential Facility. This leaves the entire Residential Facility without protection in the event of a fire. The Licensees can be cited by the Fire Department and will be fined by Campus Housing if the smoke detector is removed or damaged by Licensee or a guest. A reinstallation charge plus the cost of replacement equipment will be assessed. The Licensee is strictly prohibited from covering the smoke detector, causing the alarm to fail.

Fire Suppression Systems

University Flats is equipped with fire suppression systems (water sprinkler heads) in addition to the smoke detectors. The Licensee will sign the "Fire Suppression Agreement" that provides information on the Assigned Residential Facility covered by their License. It is imperative that the sprinkler head is not damaged in any way, either by accident or vandalism. Do not hang anything on a sprinkler. Vandalism or abuse of sprinkler heads by the Licensee or their guests will result in the Licensee being assessed a fine. The Licensee must report any noticeable damage to the water sprinkler head or any other fire prevention equipment to FIXIT (859-323-4948).

Fire Extinguishers

Fire extinguishers are provided in every Residential Facility. The Licensee is responsible for requesting training on the proper use of the fire extinguisher. To learn how to use the fire extinguisher, contact FIXIT (859-323-4948). The Licensee must practice proper fire safety measures including, but not limited to, keeping matches and lighters away from minors, supervising all cooking activities and other activities involving the

use of fire. The Licensee will be charged for all damages plus a minimum \$90.00 fine if the source of a fire or smoke is unsupervised cooking in the Assigned Residential Facility.

Miscellaneous Fire Safety Policies

- A minimum \$90.00 fine will be charged to any Licensee who causes a smoke alarm to sound to smoke or fire caused by negligence.
- The Licensee will be held liable for additional financial responsibility for fire or smoke damage to the Assigned Residential Facility, its contents, as well as damage to surrounding Residential Facilities if it is determined that the fire was caused by negligence on the part of the Licensee or their guests.
- Negligence includes but is not limited to the following: unattended cooking; candles, incense, and other items that burn; cigarettes, cigars, and other smoking materials; as well as all any other violation of the University Fire Safety Guidelines, the Tobacco-free policy or the University Decorations Policy.
- Excessive clutter is a fire hazard and is not permitted. Stairwells, hallways, doorways, and exterior walkways (means of egress and ingress) cannot be used for any purpose other than entering or leaving the Residential Facility. Grills, trash, plants, boxes, toys, furniture, bicycles, or other personal items must not block these areas. Personal items, including bicycles, shall not to be stored in these areas. The Licensor reserves the right to remove these items if the Licensee refuses to do so.

Prohibited Items

Certain items are prohibited in all Residential Facilities. During fire and safety inspections, University officials will require the Licensee to remove all prohibited items including but not limited to:

- Open flames
- □ Portable heaters
- □ Space heaters
- □ Combustible liquids and other materials
- □ Candles
- Incense and incense burners
- **Approved Items**
- All electrical appliances must be UL-listed for their intended use. Coffee pots, electric blankets, fans, computer equipment, televisions, DVD players, stereo equipment, hairdryers, refrigerators, and microwave ovens are permitted. Appliances such as clothing irons, electric rollers, curling irons, etc., must be turned OFF before leaving the room. Appliance cords serving appliances must be in good condition. Hazardous conditions arising from defective, or improperly used appliances must be corrected immediately. Microwaves must be plugged directly into a wall outlet. Surge protectors are permitted for sensitive equipment. Surge protectors may not be plugged into another surge protector.

Licensees are encouraged to make reasonable additions to their living space to make it more comfortable and to personalize their residential unit, however, they must understand that the use of multiple electrical appliances in a room may place a strain on the building's electrical system. Overloading these systems can present safety hazards. The Licensees are asked to limit their use of electrical appliances to avoid overloads. A Licensee may be required to remove any appliance from a residential living facility if it causes repeated problems with a Residential Facility's electrical systems or presents a safety hazard.

- □ Halogen lamps and bulbs
- Power tools \square
- Camping stoves
- Sunlamps
- Bicycles

MAINTENANCE AND OTHER SERVICES

MAINTENANCE AND REPAIRS

The Licensee is responsible for reporting maintenance needs. Needs must be reported when first noticed to ensure that a small problem does not become larger. Report all maintenance needs to FIXIT (859-323-4948 or www.uky.edu/auxserv/fixit) first to prevent any delays in service.

EMERGENCY work order requests must be reported by calling FIXIT (859-323-4948). Do NOT submit Emergency work order requests electronically. Only non-emergency requests may be sent via the website.

The types of requests that may be considered emergencies and should be reported by an **immediate** call to FIXIT include plumbing stop-ups and major leaks, electrical outages or shortages, any fire or safety hazard, security locks and doors, broken windows on lower floors, problems with stoves or refrigerators, and lack of heat or air conditioning.

Submit ROUTINE (non-emergency) work order requests (general maintenance, pest control, furniture, and general needs) via:

- Website: <u>www.uky.edu/auxserv/fixit</u>
- Telephone: 859-32-FIXIT or 859-323-4948

Telephone service is staffed twenty-four hours a day, seven days a week including official University holidays.

DRAINS AND PLUMBING SYSTEMS

All plumbing stoppages must be reported for maintenance. Never use commercial drain opening products. The Licensee should use a plunger to clean stoppages where applicable. Proper drain care is the responsibility of the Licensee and their guests. Improper drain usage may result in financial responsibility.

Proper use of the drains and plumbing system include the following items. More "Drain Care" information is online <u>www.uky.edu/housing/resident-information-folder</u>.

- Do NOT pour grease and food items into the sink, toilet, or tub. All clogs caused by improper care or use of drains will be charged to the Licensee.
- Do NOT remove tub or sink "stoppers" or covers. These devices prevent debris from going into the drain. All clogs caused by the removal of these items will be charged to the Licensee.
- Do NOT flush any foreign substance down the commode (except toilet paper). This includes disposable diapers, feminine sanitary products, etc. All clogs caused in this manner will be charged to the Licensee. The use of drain cleaners is strictly prohibited. The Licensee will be financially responsible for all damage to plumbing equipment caused using drain cleaners.
- The Licensee can attempt to repair minor plumbing clogs by using a plunger. This is the ONLY approved method by which the Licensee can attempt to unclog plumbing. The Licensee must contact FIXIT (859-323-4948) when they are not able to clear the clog with a plunger.

PEST INSPECTION AND CONTROL

Campus Housing provides pest treatment in building common areas on a routine basis every month.

Treating will not eliminate pests unless the Residential Facilities are kept clean and free of trash. The Licensees are responsible for maintaining the cleanliness of the Assigned Residential Facility and to dispose of trash promptly and properly. The pest control staff and maintenance staff will report Residential Facilities that do not adhere to cleanliness standards, fire safety violations, decorations policy violations, pest control guideline violations, and all other violations of University Flats policy. The Licensee will be notified when their Assigned Residential Facility is in violation and will be given a specified period during which the Assigned Residential Facility must be cleaned, or the violation corrected. The Assigned Residential Facility will be re-inspected. The Licensees who refuse to adhere to cleanliness standards or other University Flats policies will be subject to eviction upon obtaining a third written notice of their violation(s). Permission for entry is considered granted by Licensee when maintenance is requested.

GARBAGE PICK UP

University Flats provides waste and recycle compactors on the first (1st) floor of the building where waste may be disposed of or recycled. Trash MUST be placed inside the appropriate container. Trash must not be placed outside the containers. Trash must be disposed of regularly.

- Do NOT leave garbage in the hallways, stairwells, or other public areas.
- The Licensee must dispose of all garbage in appropriate containers.
- Dispose of garbage promptly to avoid a pest problem.

Campus Housing cannot control the pest population if trash can accumulate inside the Residential Facility. The Licensee will be charged if Campus Housing Staff removes and disposes of trash from public areas.

RECYCLING

Campus Housing encourages all Licensees to participate in recycling. Paper, plastics, aluminum and tin cans,

cardboard and other materials can be recycled. The Licensee is responsible for putting recyclable items in the proper container. Please visit the following website to learn more about recycling at UK: www.uky.edu/facilities/cppd/services/facilities-services/recycling.

Certain items cannot be placed in the recycling (blue) compactor. These items include, but are not limited to plastic shopping bags, compact fluorescent bulbs, batteries, and printer cartridges. Plastic shopping bags can be taken to Kroger where a special recycle bin is set up. You may contact the Area Director for other recycling options for these items.

Compact fluorescent bulbs are considered hazardous waste and must be disposed of in accordance with University policy. Please visit our website to learn more about these bulbs: dib.uky.edu/housing/sites/www.uky.edu.housing/files/CompactFluorscentBulbFactSheet.pdf

UTILITIES

The following utilities are provided at no extra charge:

- Personal electric
- Water and sewer
- Air Conditioning and Heat

Licensees should make every effort to conserve these services. We trust everyone is interested in conserving our natural resources and doing what is best for our planet. Additionally, utility costs figure into our budget and can contribute to future installment increases.

TELEPHONE SERVICE

Telephones and telephone services are not provided. Licensees may use their personal cell phones within the Residential Facility.

INTERNET

The Licensor will provide internet service to the Licensee for their noncommercial use. The Licensee acknowledges that the internet service is a shared service. The Licensor has no duty to the Licensee to edit, censor, review or take any responsibility for any information the Licensees or their guests may create, place on the internet, or view. The Licensee shall not use the internet that the Licensor provides to engage in any criminal, illegal or unauthorized activity and any such use is a default of this License. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this License. The Licensee shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. The Licensee shall not use rogue devices, including wireless routers or modems, or take any measurers to interfere with the Licensor's internet systems by configuring devices connected to the Licensee's use of the internet is at their sole risk and the Licensor is not responsible for the Licensee's equipment, programs, or software. Although the Licensor strives to provide superior internet service and sufficient bandwidth to their Licensees, the Licensor is not responsible

for slow internet or other Licensees taking up significant bandwidth. THE LICENSOR RESERVES THE RIGHT TO INTERRUPT THE LICENSEE'S INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY INSTALLMENTS.

Wireless internet service is standard. The Licensees who own a personal computer may connect to the Residential Facility's internet service at no extra charge. The Licensee must set up an account initially to access the internet. Boingo technicians will provide the Licensee with technical support and the information required to establish an internet connection. To learn more about Boingo, visit their website at myaccount.boingo.com/support. Please contact Boingo at 800-611-9837 for more details or for assistance.

CABLE TELEVISION

Cable television service is provided at no extra charge. Cable service is a part of the total installment package and, as such, is not an option. Please contact Boingo at <u>myaccount.boingo.com/support</u> or 800-611-9837 if you experience problems with your cable service. Also note your television must have a QAM tuner to work on the provided service.

CLUBHOUSE & SIXTH (6th) FLOOR LOUNGE

A clubhouse and patio are in the heart of the undergraduate wing of University Flats and is for use by all members of the University Flats community. There is a lounge only for the graduate wing located on the sixth (6^{th}) floor outside of the elevator. The clubhouse and sixth (6^{th}) floor lounge can be used for meetings or social functions.

- Alcoholic beverages are NOT allowed in the clubhouse or lounge space unless it is a University-sponsored event.
- Tobacco products are NOT allowed in the clubhouse or lounge space.
- The Licensee is responsible for the behavior of guests in the clubhouse and lounge space.
- The Licensee is responsible for observing "Quiet Hours".
- The Licensee is responsible for cleaning up after use.

PROGRAMMING AND SPECIAL ACTIVITIES

Campus Housing tries to schedule fun activities throughout the year. Staff will work with those interested to determine the needs of the community and gage interest topics.

STORAGE FACILITIES

Campus Housing does not provide storage facilities. All personal belongings must be stored inside the residential unit or make alternate arrangements for storage. Personal belongings must not be stored outdoors.

UPKEEP AND REPAIR OF FACILITIES AND EQUIPMENT

COMMUNITY CLEANING STANDARDS

Campus Housing only provides custodial service in the common areas, such as hallways and lobbies. The Licensee is responsible for maintaining their Assigned Residential Facility in accordance with the guidelines specified in this Handbook. The Licensees will be notified whenever their Assigned Residential Facility does not meet cleanliness guidelines and will be given a specific period during which the Assigned Residential Facility must be brought to standards. Repeated cleanliness violations will subject the Licensee to disciplinary action up to and including eviction. The Licensee is financially responsible for any damage incurred due to the violation of these regulations. The Assigned Residential Facility should always be kept reasonably clean and neat. Garbage should not be allowed to accumulate inside the residential unit or outside the apartment. Specific cleaning requirements and tips are as follows:

Air Conditioning and Heating

The door of the closet housing the air conditioning and heating unit (behind your front door) must be cleaned regularly. The Licensee should wipe the closet door with a damp rag once a month. The filters will not function properly if the doors are covered with dust or grease.

Shower/Bathroom

The shower/bathtub and sink should be cleaned with a commercial bathroom cleanser after each use. The toilet should be cleaned as needed with a commercial cleanser.

Carpet

Campus Housing has carpet in the Residential Facilities cleaned as needed before the Licensee moves in. If carpet needs cleaning while the Licensee resides in the unit, please contact FIXIT so staff can assist. Commercial carpet cleaners cannot be used on the unit carpet tiles.

Common Areas

Campus Housing custodial staff will clean the common areas. The Licensees are responsible for keeping the areas free of personal items and debris. The Licensee and their guests should not leave garbage in the hallways, lobbies, or other common areas. Items should not be left in windowsills, on shelves or thrown on the floor. Please use common courtesy in these areas.

Cooking

Some cooking styles involve an open-faced pot (i.e., frying pan, Wok, or gridiron) that allows grease to splatter heavily. Be sure to clean the cooking area, cabinets, and floors thoroughly if your cooking style involves this type of appliance. The Licensee will be responsible for any cleaning charges assessed due

to this type of cooking style.

NON-COMPLIANCE

Any Campus Housing staff member can issue a "Warning Notice" for violations, including a dirty Assigned Residential Facility. The "Warning Notice" will be noted on the Licensee's computer file and may be filed in their official hard copy file. "Warning Notices" can and will be used as follows: 1) to approve or deny a transfer to another Residential Facility within Graduate and Family Housing and University Flats; 2) to begin a cleaning inspection process in an Assigned Residential Facility not in compliance with Community Cleaning Standards; 3) to begin a fourteen-day (14) Notice to Cure and eviction proceeding in any Assigned Residential Facility not in compliance with Community Cleaning Standards; 4) to provide installment history information requested by agencies within or outside the University; 5) other uses at the discretion of the Area Director or any other Campus Housing staff member.

MISCELLANEOUS

FURNITURE

The units are fully furnished and will include:

- Kitchen: Two (2) bar stools
- Living Room: Sofa, coffee table, and TV stand
- Bedroom: Full-Size XLTempur-Pedic bed, desk, desk chair, and two (2) sets of dresser drawers (four drawers total)

These furniture setups are standard and will not be modified. These items must always remain inside the Assigned Residential Facility.

The Licensee is responsible for caring for the furniture while it is in use. Never set furniture outdoors. The Licensee will be charged for damages if the Licensee or guests misuses the furniture. The Licensee will also be charged for damages caused by leaving furniture outdoors. The Licensee must report any need for repairs in a timely manner. Failure to report needed repairs may result in financial liability.

INSURANCE

In order to assure the safekeeping of personal property, the Assigned Residential Facility should always be kept locked, especially when unoccupied. The University is unable to assume responsibility for lost or stolen personal property. The University is not responsible for damage to personal belongings unless one of the University's agents is negligent and the negligence caused the damage. The Licensees should obtain private renter's insurance coverage for their belongings. Additionally, Kentucky law requires that all automobiles be insured. The Licensees are responsible for ensuring that their automobiles are licensed and insured. The University is not responsible for damage to Licensee's vehicle while parked or being driven on University property.

LAUNDRY

Each apartment has a washer and dryer within the unit. The Licensees are responsible for the proper use of the laundry equipment. Do NOT overload the washers. They will not clean properly if they are overloaded. Do NOT overload the dryers. Clothing will not dry properly if the dryer is too full. Overloading also causes maintenance problems with the equipment. Refer to the manufacturer's recommendations regarding the use of detergents, softeners, and bleach. Do NOT add more soap than the manufacturer recommends for the type of machine you are using. Laundry soap "pods" go directly into the washing machine. Clothing may not rinse properly if too much soap is used. Additionally, the washer may overflow if too much soap is used. NOTE: The front-loading washers require LESS soap than the top loading machines. The Licensee must use the proper amount of soap for these washers.

- Do not dye clothes in the washing machines.
- Do not put rubber or plastic in the dryer.
- Do not overload machines to save on time, money, or energy. Overloading can lead to equipment breakdown.
- Remember to check your pockets and remove money, paper, gum, makeup, and tissues.
- Regularly clean the dryer's lint traps.

LOCKS AND LOCKING DEVICES

The Licensees are strictly prohibited from installing additional locks or locking devices on the doors. All problems with locks should be reported to FIXIT (859-323-4948).

NAIL AND SCREW HOLES

Screw holes are strictly prohibited. The Licensees can use small nails or tacks and 3M Command Strips to hang items.

PAINTING

The Licensees are NOT allowed to paint the Assigned Residential Facility. Campus Housing shall do all painting. Screws or double-stick tape are not permitted, as they will damage painted surfaces.

PETS

The University and Campus Housing abide by all laws prohibiting discrimination, including but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), the Fair Housing Act ("FHAct") and Section 504 of the Rehabilitation Act of 1974. Except for approved service or emotional support animals, pets are NOT allowed in or on Housing Residential Facilities, even on a temporary basis. The term "pet" includes, but is not limited to: dogs, cats, hamsters or other rodents, snakes or other reptiles, fish aquariums/tanks, birds, tarantulas and other creatures. The presence of an unauthorized animal/pet is a violation of the License and the Licensee will be charged a \$50.00 pet charge and may be subject to further disciplinary procedures up to and including eviction.

QUIET HOURS

Noise must always be kept to a minimum or acceptable level. "Quiet Hours" are observed between the hours of 7:00 p.m. and 7:00 a.m. so that the Licensees can study, relax, and sleep. During "Quiet Hours", the Licensees are expected to confine noise levels to their apartment. Stereo and television equipment must be operated so that the noise is not audible outside the Assigned Residential Facility. If others (i.e., neighbors) request the Licensee to be quiet, the Licensees are expected to comply. The Licensee is responsible for ensuring guests adhere to this policy.

"Quiet Hours" are particularly important when Licensees are preparing for final exams. All Licensees are expected to observe a twenty-four (24) hour "Quiet Hours" beginning the week before finals and continuing until final exams are complete. The Licensees will receive notification if they are violating this policy.

Continued violation of this policy will result in disciplinary action and may subject the Licensee to eviction from the Assigned Residential Facility. The Licensees are also subject to local laws regarding acceptable noise levels.

SELLING & SOLICITING

Door-to-door sales or solicitation in the Residential Facilities are strictly prohibited. Sales are defined as any effort to offer a product or service in return for money, goods, or other services. Solicitation is defined as any effort to ask for donations or contributions of money, goods, or services. If anyone is found selling or soliciting in the Residential Facilities, UKPD will be called to escort the person off campus and additional disciplinary action may be taken.

Residential Facilities are to be used solely for residential purposes. The Licensee or their guests are prohibited from operating businesses out of their Assigned Residential Facility or to publicly list Residential Facility unit numbers or phone numbers in commercial ads or other business announcements.

SHOES

All University staff members are always required to wear shoes during working hours. While we respect the cultural differences of all our Licensees, University staff is not allowed to enter Residential Facilities without wearing shoes. The Licensees may choose to put down newspaper or some other covering for staff members to walk on while they are working in the Residential Facility. The Licensee is responsible for removing this covering after the work is complete and to dispose of it properly.

Licensees who do not wear shoes inside their Assigned Residential Facility may not store their shoes outside their Residential Facility doors. For safety in the event of fire or other emergency situations, unworn shoes must not block any entrance/exit door to the Assigned Residential Facility. The University is not liable for damaged, lost or stolen shoes left outdoors.

SMOKING AND USE OF OTHER TOBACCO PRODUCTS

The University of Kentucky has a Tobacco Policy <u>http://www.uky.edu/TobaccoFree/</u> (Administrative Regulation 6:5: <u>http://www.uky.edu/regs/files/ar/ar6-5.pdf</u>) that prohibits tobacco products on or in property owned and/or operated by the University of Kentucky, including all Residential Facilities. Tobacco products include, but are not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes and smokeless tobacco products. This policy is applicable to all Residential Facilities, Licensees, and their guests. Therefore, tobacco products are prohibited and not permitted inside or outside your Assigned Residential Facility. The use of tobacco products may subject Licensee to fines, disciplinary procedures, and eviction. Violations of this policy may be reported to: reporttfviolation@uky.edu.

WATERBEDS AND OTHER WATER-FILLED FURNITURE

Waterbeds (and other water-filled furniture) are strictly prohibited in Campus Housing. The Licensee will be required to remove any water filled furniture found in their apartments. Licensees will be held financially responsible for any damage that occurs as a result of unauthorized use of water-filled furnishings.

WEAPONS

The University of Kentucky has a Policy on Deadly Weapons (Administrative Regulation 6:6: <u>http://www.uky.edu/regs/files/ar/ar6-6.pdf</u>) that prohibits deadly weapons on or in property owned and/or operated by the University of Kentucky, including all Residential Facilities. For purposes of this regulation, deadly weapon means: A. A weapon of mass destruction; B. Any weapon from which a shot, readily capable of producing death or other serious physical injury, may be discharged; C. Any knife other than an ordinary pocket knife or hunting knife; D. Billy, nightstick, or club; E. Blackjack or slapjack; F. Nunchaku karate sticks; G. Shuriken or death star; and H. Artificial knuckles made from metal, plastic, or other similar hard material.

Therefore, deadly weapons are prohibited and not permitted inside or outside your Assigned Residential Facility. Possession of deadly weapons may subject Licensee to fines, disciplinary procedures, and eviction

WINDOWS AND SCREENS

Windows must remain CLOSED when the heat or the air conditioning systems are in use. These systems will not function properly with the windows open. The Licensee will be charged for any service request stating that their heating or cooling systems are not working properly when it is determined that an open window(s) necessitated the request. The Licensee is responsible for costs incurred due to window breakage from inside the apartment and damage to the screens because of their removal. Fans and window unit air conditioners cannot be placed in apartment windows.