

Edgewood Commons Apartments at Frostburg State University

Code of Resident Conduct for 2009-2010

This document is produced by Edgewood Commons Apartments, referencing the Frostburg State University Code of Student Conduct, in conjunction with Capstone Management. With proper notice, the rules and regulations outlined below may be subject to modification by the Leadership staff of Edgewood Commons Apartments or Capstone Management, during the term of the Resident Housing Contract. All residents of Edgewood Commons Apartments are also responsible for the full FSU Code of Student Conduct which can be found in the Pathfinder Student Handbook.

Interpretation of Regulations

Resident conduct regulations are set forth in writing in order to give residents general notice of prohibited conduct. The regulations should be read broadly and are not designed to define misconduct in exhaustive terms.

Inherent Authority

The University and Management reserve the right to take necessary and appropriate action to protect the safety and well-being of the campus community.

Standards of Due Process

The focus of inquiry in Resident conduct proceedings shall be to determine whether or not the referred Resident has violated the Code of Resident Conduct. Formal rules of evidence shall not be applicable, nor shall deviations from prescribed procedures necessarily invalidate a decision or proceeding, unless significant prejudice to a Resident or the University may result.

Violations of Law and Student Conduct Regulations

Residents may be accountable to civil authorities, the University, and Edgewood Commons for acts which constitute violations of law and of this Code. Resident conduct proceedings at Edgewood Commons Apartments will normally proceed while criminal proceedings are pending and will not be subject to challenge on the ground that criminal charges involving the same incident have been dismissed or reduced.

Adjudication Process for Violation of Rules and Regulations

Violation of the Rules and Regulations for Edgewood Commons or the FSU *Code of Student Conduct* shall be subject to adjudication by Management of Edgewood Commons. They may refer a Resident to the University for further judicial actions.

Implied Consent

Residents are responsible for all activities that occur within their living space (apartment or room). By failing to report behaviors or items that violate the policies and regulations of Edgewood Commons, the Resident has demonstrated an implied consent for the violations. Residents are responsible for taking an active role in ensuring that inappropriate behaviors or items do not exist in their living space (apartment or room) or building. It is the Resident's responsibility to report behaviors that violate any policies to a staff member. Passive participation in events that violate policy will not be tolerated and in determining responsibility, may be viewed as equal to active participation. Residents will be considered in violation of policy if they fail to report and then remove themselves from activities or situations which violate Edgewood Commons Apartments rules and regulations.

Rules and Regulations

1. Guest/Visitation

Prior consent of one's roommates is required for overnight guests on each occasion of the guest's visit. Overnight guests may visit for periods of no longer than three consecutive nights, and for no more than a total of ten nights in a semester, unless special permission is given by Management. Non-Residents (including parents and other relatives), may not use, or be present within the premises unless accompanied by the

Resident. Residents may not give their key card or room key to any non-Resident. Residents who have allowed non-Residents access by providing them with a key or swipe card will be considered in breach of the Resident Housing Contract.

2. Computing Policies

Edgewood Commons' Internet Service Provider (ISP) is Frostburg State University. The use of computing resources provided by Edgewood Commons (including the hardwired and wireless service in the Unit, the computer lab, or any other computing services provided by the owner) may not interfere with others' use of shared computer resources and/or their activities. The generation of network traffic which compromises, cripples, or disables a network resource, propagation of computer worms or viruses, or spamming will not be tolerated. Servers (web, ftp, mail, dhcp, snmp, tftp) are not permitted in Edgewood Commons. Residents found to have violated this policy will be charged to the restorations of the computer(s) operating system and any hardware that may be corrupted.

3. Falsification of Information

Falsification of information includes any form of providing false or misleading information, written or oral, in a manner which has the intent or effect of deceiving Management or authorized university personnel, or of altering or falsifying official records. Misrepresentation of oneself or of an organization as an agent of the University or Edgewood Staff members will also be considered a violation of this section.

4. Improper Possession, Use or Abuse of Alcoholic Beverages

Residents may not possess, purchase, or consume any alcoholic beverages unless they are 21 years of age. (See section on "Implied Consent" for relevance of possession in this section.) Residents 21 years of age or older may not purchase or provide alcohol to underage persons. Abuse of alcohol, regardless of age, and any violation of the University's Alcoholic Beverages Policy shall be construed as a violation of this section. (See Substance Abuse Policy) Residents of age are not to consume alcohol in any room in the presence of any Residents under the age of 21 (with the exception of an underage roommate). Consumption of alcohol in any other area of Edgewood Commons (courtyard, lounges, study rooms, TV lounges, halls, bathrooms, etc.) is strictly prohibited. Beer kegs, empty kegs, beer pong tables or any device used to artificially increase alcohol consumption are not permitted in Edgewood Commons. Alcoholic beverages shall not be brought into Edgewood Commons by guests or visitors.

Parties or events involving alcohol are not permitted. Floor lounges and other common areas must be reserved in advance for use for a party or event. Whether in apartments, bedrooms, or other gathering spots, parties and events must not **a**) become too large for the host Resident(s) to exercise responsible control over the behavior of Residents and guests, **b**) expand beyond the boundaries of the apartment or reserved common area, or **c**) be open to all or advertised in any way. Edgewood staff, and University Police, if necessary, will intervene and instruct the host(s) to end the event if a violation of this section is occurring.

5. Possession or Use of Drugs / Drug Paraphernalia

A Resident shall not possess or use any illegal or controlled drug, drug paraphernalia, or other substance, as defined by the laws of the state of Maryland. No Resident shall sell or give such drug or substance to any other person. Residents found responsible for use, possession or sale of illegal drugs or drug paraphernalia will be subject to a minimal recommended sanction of removal from Edgewood Commons and referral to the University's student judicial system.

6. Residential Belongings

Resident shall take good care of the supplied apartment furniture and agrees to maintain the furniture and return it to the Owner at the termination of this Contract in as good a condition as received, with reasonable wear and tear excepted. Residents shall not disassemble any existing furniture or fixtures, and existing furniture shall not be removed from the Resident's assigned apartment. No oversized and/or heavy furniture is permitted in any apartment unit, including, but not limited to, all types of lofts, wood structures, bars and waterbeds, all of which are strictly prohibited. The use of temporary and/or permanent hot tubs is prohibited.

Common area furniture is intended for the enjoyment of all Residents. This furniture is not to be removed from Common areas and taken for use in individual apartments. Furniture found to be missing will be reported to the police. Missing furniture will be considered stolen and handled through university police as a crime.

7. Public Disturbances

An atmosphere conducive to normal living and study must be maintained 24 hours a day in Edgewood Commons. As always, respect for the rights and freedoms of other residents should be the basic guideline for behavior. Radios, stereos and TV sets must be played discreetly at all times. Stereo speakers are not to be played out windows. Musical instruments are not to be practiced in Edgewood Commons. Hall sports are prohibited. Excessive noise or other public nuisances created or permitted by residents is strictly prohibited. Conduct shall be deemed such a nuisance if it penetrates into the room of other residents, unwillingly subjecting them to an unreasonable disturbance or inconvenience. Snowball fights, spraying water guns, shaving cream battles, etc. shall be considered public disturbances and shall be handled as such.

Management will not tolerate disorderly or disruptive conduct which substantially threatens, harms, or interferes with personnel or orderly processes and functions. Disruptive behavior includes indecent exposure, lewd behavior, bomb threats, false fire alarms, creating public displays which have the effect of intimidating or harassing individuals or groups, and other actions which disrupt normal functions, activities and processes of Edgewood Commons.

8. Discriminatory Conduct

Frostburg State University and Edgewood Commons are committed to maintaining a community where the rights of others are respected. Discriminatory behavior based on a person's race, religion, ethnicity, gender, age or sexual orientation is prohibited. Moreover, in the interest of individual and institutional protection against legal liability, it is imperative that all members of the university community be informed of policies regarding discrimination. Allegations of discrimination/harassment will be adjudicated by Management and are generally referred to the Office of Affirmative Action/Equal Employment Opportunity (AA/EEO). Copies of the University's Allegation of Discrimination/Harassment Procedures may be obtained from the Office of AA/EEO.

Acts of violence directed against individuals, groups, or institutions because of race, religion, ethnic background, or sexual orientation which may result in physical injury or property damage will not be tolerated by Management.

9. Violence to Persons/Physical or Verbal Assault

Management will not tolerate acts of violence to other persons by individuals or groups. Acts of violence for the purposes of this section include assault, battery, and/or actions in reckless disregard of human life and safety. Assault includes verbal or written acts which place a person in personal fear or which have the effect of harassing or intimidating a person. Battery includes the unauthorized touching of another person. Residents found responsible for violence to persons involving serious physical injury will be subject to cancellation of their housing contract and referral to University Police and the University.

10. Theft, Destruction and/or Abuse of Property

Management will hold individuals or groups responsible for intentional or negligent acts involving completed or attempted damage to, abuse of, or theft of Edgewood's property. The term "theft" includes, but is not limited to, any act whereby a person removes, possesses, conceals, tampers with containers of, or otherwise appropriates goods without authorization or proper payment. For the purposes of this section, property offenses include, but are not limited to, (a) malicious destruction, defacement, damage or misuse of Edgewood Common's property; (b) misuse of any Edgewood Commons issued property, e.g., key cards, game room supplies, athletic equipment, etc.; (c) littering on Edgewood property; and (d) illegal parking or obstructing traffic on the premises. Individuals or groups adjudged responsible for theft, destruction or abuse of property may be required to make just restitution for the loss of damage in addition to other sanctions which might be imposed.

11. Possession or Use of Weapons and Explosives

Possession of firearms or potentially dangerous weapons or explosives is not permitted on Edgewood's property unless they have been properly registered and secured with university police. Any potentially dangerous weapon including, but not limited to, a rifle, pistol, hunting knife, bowie knife, martial arts weapons and live

ammunition must be registered and deposited with university police. Fireworks are considered explosive devices and are not permitted on campus except when approved by the university administration for official functions. Weapons such as a boot knife, switchblade knife, pen knife with a blade exceeding three inches, sand club, blackjack, metal knuckles, straight razor, or any other weapon considered illegal by the state of Maryland are also not permitted on campus. At no time may the weapon be kept any place on campus other than with the University Police Office in accordance with the Weapon Registration Policy. Weapons checked out must be returned to the University Police Office immediately upon the weapon being returned to campus. Any object employed in a violent manner may be considered as "use of a weapon."

12. Violation of Safety Regulations

Management prohibits the tampering with, removal of, setting off or damage to fire equipment or alarm systems within the community when no fire or immediate danger of fire exists. Violations of other campus safety regulations are also prohibited by this section. These include, but are not limited to, (a) setting unauthorized fires; (b) turning in false fire alarms or reporting the false presence of explosive devices; and (c) failure to properly evacuate the building during a fire alarm. Violators are subject to contract cancellation and referral to the criminal court system. Residents should not have open flames, burn incense, or conduct themselves in such a manner as to increase the risk of fires in the Edgewood Commons. Resident rooms should allow easy egress and doors should not be tampered with (including hydraulic closing mechanisms) or propped open.

13. Pets

The presence of any animals or pets about the Premises or the Property is prohibited, with the exception of fish. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Any Resident found to possess a pet of any kind other than fish, will be charged a fine of \$100.00 per occurrence. Service animals are allowed with the prior written notification and documentation of need in accordance with the Americans with Disabilities Act to the Owner/Management agency. Edgewood Commons will not be held responsible for the safety of fish in the event of electrical power failures, or during the course of a resident's absence.

14. Equipment

Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited.

15. Ignoring or Refusing a Reasonable Request of Authorized Personnel

Management requires that any individual or group comply with a reasonable request from authorized personnel in the performance of their official duties.

The Management has the authority to enter resident apartments. This authority may be exercised in the interest of student safety, the protection of Edgewood Common's property, or when a violation of Edgewood Common's policies is occurring. A resident's refusal to open his/her room when requested by Edgewood staff members under these circumstances is considered a failure to comply with a reasonable request of Authorized Personnel.

16. Violations of Public Laws

Management reserves the right to take appropriate or protective action against Residents convicted of violations of public laws on and off campus.

17. Windows and Window Screens

Window screens must remain permanently in place to fulfill the intended purpose and to avoid damage or loss. Participating in throwing, dropping or causing objects to fall from a complex window is prohibited. No Resident may hang laundry or shake rugs from a unit window. Windows may not be used as an entrance or exit except in an emergency.

18. Sexual Harassment

Management will not tolerate sexual harassment in any form. Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of substantially interfering with an individual's performance or creating an intimidating,

hostile, or offensive employment , educational, or living environment. Sexual Harassment will be reported to the University and Police department.

19. Sexual Offenses

The University System and Edgewood Commons recognizes two levels of sexual assault offenses:

a. Sexual Misconduct I

By stranger or acquaintance, rape, forcible sodomy, or forcible sexual penetration, however slight, of another person's anal or genital opening with any object. These acts must be committed either by force, threat, intimidation or through the use of the victim's mental or physical helplessness of which the accused was aware or should have been aware.

b. Sexual Misconduct II

By stranger or acquaintance, the touch of an unwilling person's intimate parts (defined as genitalia, groin, breast, or buttocks, or clothing covering them) or forcing an unwilling person to touch another's intimate parts. These acts must be committed either by force, threat, intimidation or through the use of the victim's mental or physical helplessness of which the accused was aware or should have been aware.

20. Harassment

Engaging in intentional conduct directed at a specific person or persons which seriously alarms or intimidates such person or persons and which serves no legitimate purpose. Such conduct may include: explicit or implicit threats, including gestures which place a person in reasonable fear of unwelcome physical contact, harm or death; following a person about in a public place or to or from his or her residence; making remarks in a public place to a specific person which are by common usage lewd, obscene, expose a person to public hatred or that can reasonably be expected to have a tendency to cause acts of violence by the person to whom the remark is addressed; or communicating anonymously by voice or graphic means or electronic formats or making a telephone call anonymously whether or not a conversation ensues.

21. Serious Criminal Offenses

Residents accused of serious criminal offenses on or off campus shall be subject to action through the Student Code of Conduct, including cancellation of their housing contract, pending a prompt hearing. These offenses will also be referred through the University conduct system. Serious criminal offenses shall include behavior which (a) is defined as a felony under Maryland law, and (b) indicates that the Resident constitutes a substantial danger to the safety or property of members of the Edgewood community. Edgewood Commons reserve the right to take action through their Resident Conduct System prior to the disposition of any action that may result from criminal proceedings.

22. Sports Equipment

Use of any sports/recreational equipment except in designated areas is prohibited. The use of equipment prohibited within the premises includes but is not limited to: roller blades, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volleyballs, lacrosse equipment, field hockey equipment, Nerf balls, and Frisbees. Bicycles must be stored in exterior bicycle racks or stored in the Resident's apartment and must be walked (not ridden) to the Resident's apartment.

23. Endangering the Health and Safety of Self or Others

Edgewood Commons and the University will hold individuals or groups responsible for actions which endanger or tend to endanger the safety, health or life of any person. Management may terminate this Contract prior to the expiration of the Contract and immediately remove the Resident and his or her guests from the Premises in the event that the Resident's behavior or the behavior of any of the Resident's guests is or has the potential to become dangerous to the Resident or others.

24. Electrical Equipment

Personal electrical equipment will be limited to small appliances without open coils. Halogen lights and 5-light multi-colored floor lamps are prohibited from use in Edgewood Commons. Central air conditioning and heat are provided in each unit, therefore personal air conditioners and space heaters are prohibited without the written permission of Management.

25. Violating the Terms of a Sanction

Violating the terms of any sanction imposed in accordance with this Code. Management expects Residents to accept responsibility and the consequences for their decisions and behavior. Residents who do not complete an imposed sanction will be subject to additional sanctions and or cancellation of their contract.

26. Gambling

Any form of gambling is prohibited within Edgewood Commons. Gambling, for the purposes of this section, is any act that has the effect of artificially creating risk of loss or hard to individuals.

27. Solicitation/ Posting Signs

Solicitation and sales of any service or product, door to door, in Edgewood Commons or by way of telephone or internet system is strictly prohibited. Solicitation and sales by registered Resident organizations of any service or product must have approval of Management at least two (2) school days in advance of the sale. Commercial sales or services will not be allowed from individual Resident rooms or other areas within Edgewood Commons. Advertisement, sale or solicitation of alcoholic beverages is not allowed in Edgewood Commons. No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or any part of the Premises without the written approval of Management.

28. Keys

Keys are the property of the Owner and must be returned at the end of Resident's occupancy. Charges of One Hundred Dollars (\$100.00) per key will be made for each key not returned or for those requiring replacement during the term of Resident's occupancy. Resident shall not duplicate keys. Resident may request a receipt for all keys returned to the Owner.

29. Smoking

Smoking is prohibited in all interior areas of Edgewood Commons, including Resident rooms, public areas and entryways. Smoking is permissible outside as long as it is at least 20 feet from the building and any litter or refuse must be disposed of in the provided containers.

30. Room Alterations, Maintenance and Care

Resident shall not erect any exterior wires, aerials, signs, satellite dishes, etc. about the Premises or the Property. Resident shall not install or modify any fixtures without the written consent of Management. Resident shall not lay contact paper on any shelves or walls and agrees to use non-damaging products to hang personal affects on walls. Resident shall not paint or wallpaper the apartment or any fixtures without the written consent of Management. Resident acknowledges acceptance of the apartment unit in its present condition, agrees to maintain the apartment and return it to Management at the termination of this contract in as good condition as when taken, reasonable wear and tear expected.

Resident, at own expense, shall keep the apartment clean and fit for habitation and shall be responsible for all damage to the apartment including but not limited to furnishings, walls, floor, ceiling, screens, sprinkler system, appliances, plumbing, heating, air conditioning, and ventilation systems as a result of Resident's neglect, including that of Resident's guest(s) or invitees, regardless of whether the neglect was an affirmative act which caused the damage or failure to act in order to prevent damage. Damage to the common areas will be assessed solely to the Resident when the Resident or the Resident's guest has been identified as the responsible party, otherwise all Residents who use the common area will be billed a pro-rata share of the damages.

Additional charges may be assessed for the inappropriate disposal of objects in toilets.

Residents are prohibited from affixing any object to ceiling areas and from painting any ceiling areas. Residents are prohibited from tampering with or allowing any objects to come in contact with sprinkler heads.

If the premises require repairs by the maintenance department, maintenance requests can be filled out on-line at www.edgewoodcommonsapts.com by using the Resident Portal. Emergencies must be called into the designated emergency management phone number posted at the front desk.

Sanctions

One or more of the following sanctions may be imposed for students found responsible for violations. Management may take into consideration several factors when determining an appropriate sanction. Such factors to be considered shall be the present demeanor and past student conduct record of the offender, as well as the nature of the offense and the severity of any damage, injury or harm resulting from it.

Disciplinary Probation

Disciplinary probation is imposed for a specified period of time. The Resident on disciplinary probation may be subjected to additional restrictions or obligations during the probationary period. For example, in appropriate instances, Residents may be required to consult with staff members of Counseling & Psychological Services and the Edgewood Commons Office. Residents of Edgewood may have their housing contract cancelled if they are found in violation of the Edgewood Code of Conduct while on disciplinary probation.

Disciplinary Reprimand

Disciplinary reprimand involves formal written warning to the Resident or student organization that further misconduct may result in more severe disciplinary action.

Restitution

Restitution may be imposed on Residents whose violation of these standards has involved monetary loss or damage. Restitution as imposed by Management becomes a financial obligation and either full payment or an agreement for partial payment according to a schedule agreed to by Management is required.

Cancellation of Resident Housing Contract

Management may cancel the Resident Housing Contract if the seriousness of the violation warrants such action. Any Resident who has his/her housing contract canceled may not be entitled to any housing deposit or fee refund.

Other Sanctions

Sanctions other than those described above may be imposed for violations of these standards according to the judgment of Management. In response to other violations, they may impose constructive work assignments, community service, educational conferences, referral to educational programs (e.g., Alcohol Education Program), fines or other appropriate sanctions proportionate to the violation.