

2019–2020 Housing Agreement

Section I: Definitions

In this Agreement, the terms below have the following meanings:

Agreement: The 2019-2020 Housing Agreement.

Agreement Period Domestic Residents: August 24, 2019 – April 24, 2020.

Agreement Termination: Terminating the *Agreement* after *Check-in*.

All Gender Housing: A housing option in which two or more students share a multiple-occupancy *Unit*, in mutual agreement, regardless of each student's sex, gender, gender identity, or gender expression.

Cancellation: Terminating the *Agreement* before *Check-in*.

Check-in: Obtaining *Unit* keys and required documentation from a designated location, regardless of whether or not a student is physically occupying the assigned space. *Check-in* for all other students: August 24 from 10am-4pm.

Checkout, Move-out, or Vacate: Returning *Unit* keys to a designated location and following proper *Check-out* Procedures as outlined in the *DHL Residence Life Handbook*.

Checkout Deadline: Deadline for which the *Resident* must complete *Checkout* Procedures. The deadline to *Checkout* is within 24 hours of the *Resident's* last *College* Final Exam, the end of the *Agreement Period*, or any other deadline or extension requiring the *Resident* to checkout outlined in this agreement, *whichever* comes first. See Section IV regarding extension requests.

College: Refers to DigiPen Institute of Technology

Common Areas: All areas in an *Unit* other than the student's *Room* including, but not limited to, lounges, living rooms, bathrooms, balconies, parking spots, hallways, storage spaces, and kitchens.

Deposit: A payment of \$300 required to submit an application. The *Deposit* does not apply toward semester housing or other fees, and is held until the student *Vacates* and after any outstanding charges on the student's housing or tuition balance have been paid. It can be held for cleaning, damages, re keys, and any reasonable coverage to the discretion of the Housing department.

DigiPen Housing Staff: Consists of the Director and/or Resident Directors

Guest(s): A person who is not assigned to the *Room*, *Unit* or space in reference.

Occupancy Period: The period of time from *Check-in* through the day of completed *Check-out*, which shall be determined at the sole discretion of *DigiPen Housing LLC*.

Payment Deadlines: The dates that payments are due referred to by Section XII.

- Semester Payment Plan, Fall 2019 – August 15, 2019.
- Semester Payment Plan, Spring 2020 – December 1, 2020.
- Financial Aid Payment Plan, Fall 2019: Housing costs covered by financial aid funds are due within one week of the disbursement of these funds by the *College* to the *Resident*. Any costs that will not be covered by financial aid funds must be paid by August 15, 2019.
- Financial Aid Payment Plan, Spring 2019: Housing costs covered by financial aid funds are due within one week of the disbursement of these funds by the *College* to the *Resident*. Any costs that will not be covered by financial aid funds must be paid by December 1, 2019.

Quiet Hours: Designated periods during which residents must refrain from making noise that can be heard beyond the boundaries of any *Room* or *Unit* space. Quiet hours are between 10pm and 8am.

Rate: The specific cost for the *Agreement Period* associated with a specific style of *Unit* that the *Resident* is assigned. This cost does not include the \$300.00 application deposit. The costs are as follows:

- The cost per resident for the *Agreement Period* in a 4 resident, 2 bedroom, 2 bathroom apartment is \$7,750.00
- The cost per resident for the *Agreement Period* in a 4 resident, 2 bedroom, 1 bathroom apartment is \$7,500.00
- The cost per resident for the *Agreement Period* in 5 resident, 2 bedroom, 1 bathroom apartment is \$7,350.00
- The cost per resident for the *Agreement Period* in 5 resident, 3 bedroom, 2 bath apartment is \$7,750.00

Resident: A person who occupies a *Unit* pursuant to the terms of this *Agreement*.

Resident Assistant: A student or paraprofessional staff member of the Residence Life program.

Director and Resident Director: A professional staff member of the Residence Life program.

Residence Life Handbook: Policies, procedures and guidelines that residents are required to follow upon *Check-in*. The Residence Life Handbook is a document that is provided to all residents, online or in hard copy.

Room: A single or shared assigned space in the *Unit*.

Apartment Condition Report (ACR): The Apartment Condition Report (for apartment *Rooms* and *Common Areas* in apartments) is used to identify the condition of *Rooms* and *Common Areas*.

Roommate: Residents assigned to share a *Room* and/or *Common Area* (i.e., roommates, cluster mates, apartment mates) within a *Unit*.

Unit, Apartment, or DigiPen Housing LLC Housing: Any apartment or other space designated for student housing by the DigiPen Housing LLC.

Section II. General Provisions

- A. I understand this *Agreement* is a legal and binding document between the *Resident* and *DigiPen Housing LLC*. *DigiPen Housing LLC* grants a license to the *Resident* to reside in an assigned space. The relationship created by this *Agreement* between *DigiPen Housing LLC* and the *Resident* is that of licensor and licensee, not that of landlord and tenant. I acknowledge that I shall not possess any rights as a tenant hereunder and hereby waive any rights of a tenant under the landlord/tenant laws of the state of Washington.
- B. This *Agreement* is for the *Agreement Period* as well as any extensions approved in writing. If I terminate my *Agreement* prior to the end of the *Agreement Period*, I may remain responsible for payment of rent, in full, through the end of the semester that the Cancellation occurs. See section XI of the *Agreement*.
- C. This *Agreement* is entered into by and between *DigiPen Housing LLC* and me, a *College* student, for the use and occupancy by me of a *Room* in the *Unit* according to the terms specified below.
- D. I understand that the use and occupancy by me is being provided incidental to the provision of educational services by the *College*.
- E. I agree to all of the terms and conditions of this *Agreement* and acknowledge that this *Agreement* is binding once I submit it.
- F. I will be financially responsible for all payments as stated in this *Agreement*.
- G. *DigiPen Housing LLC* and I intend for this *Agreement* to constitute a license for the use of a *Room* and *Common Areas* in the *Unit* as assigned by *DigiPen Housing LLC*, and further intend that this *Agreement* will not constitute a lease and will not create or transfer an interest in or a lien upon real estate.
- H. I understand that *DigiPen Housing LLC* offers *All Gender Housing* to provide a welcoming and inclusive living environment for students in the process of discovering their gender identity; students who do not wish to identify themselves by gender; gay, lesbian, bisexual, or transgender students; and allies. I am not obligated to choose this housing option, but may elect to do so if I wish.
- I. I acknowledge that *DigiPen Housing LLC* cannot guarantee meeting any preferences expressed by me, and that I may be assigned to any available *Room* based on my assignment priority, deposit date, and application date. Options include, but are not limited to, a triple room apartment, or temporary housing. I further acknowledge that *All Gender Housing* is subject to availability and not guaranteed.
- J. I agree to accept a *Room* in the *Unit* for the *Agreement Period* as assigned by *DigiPen Housing LLC*.
- K. I may not transfer or assign this *Agreement*, or the right to occupy my assigned *Room*, or any other rights or benefits granted hereunder, to another person.
- L. I give my consent to *DigiPen Housing LLC* to release my name, *College* email address, and telephone number to my assigned *Roommates* and to Housing staff.
- M. I agree that all charges in this *Agreement* for the related service or action represent a reasonable approximation of *DigiPen Housing LLC*'s administrative costs.
- N. My failure to comply with any term of this *Agreement* shall be grounds for *DigiPen Housing LLC* to declare me in breach of this *Agreement* and require that I *Checkout* of the *Apartment*. My failure to comply with any term of this *Agreement* may also result in other action against me by *DigiPen Housing LLC* including, but not limited to, disciplinary action, termination of this *Agreement*, dismissal from the *Unit*, and future ineligibility to reside in *DigiPen Housing LLC* Housing.

- O. I certify that the information provided by me in my housing application is true, complete and accurate. If *DigiPen Housing LLC* determines that I have provided untrue, incomplete or inaccurate information, *DigiPen Housing LLC* will have a basis to declare me in breach of this *Agreement*, take disciplinary action, and/or require that I *Checkout* of the *Unit*.

Section III. Eligibility

I represent and warrant that I am eligible to reside in the *Unit* because I meet and will maintain for the *Occupancy Period* all of the following eligibility criteria and expectations:

- A. I currently am or have been enrolled as a student at the *College* or partnered DigiPen program, and I must maintain my status as a matriculated student or participant of the partnered program to be eligible to live in the *Unit*. If I fail to maintain my status as a registered student or participant of the partnered program, I agree to inform *DigiPen Housing LLC* through the Housing Office, 9931 Willows Road NE, Redmond Washington 98052 or housing@digipen.edu. If the change in my student or partnered program status occurs after *Check-in*, **I must follow the *Check-out* procedure as described in the *Residence Life Handbook* within 72 hours of my change in status and pay the fee as outlined in Section XI of this *Agreement*.** Exceptions are communicated by the Housing department if there are any.
- B. **I am, or will be, at least 18 years of age at the time of *Check-in*. If the *Resident* identified in this *Agreement* is a minor or a dependent of parent(s) or guardian(s) on the date of the *Agreement*, the undersigned parent(s) or guardian(s) of the *Resident* have executed this joinder as an inducement to *DigiPen Housing LLC* to accept this *Agreement*.**
- C. I have not previously been dismissed from any College Housing facility nor has any College ever terminated an *Agreement*, contract, or lease, or filed an eviction or unlawful detainer action against me for any College Housing facility.
- D. I have not been convicted or found guilty of, or adjudicated to have committed, a sex offense in any jurisdiction in the U.S. or any other country or territory resulting in me being classified as a Level II or Level III sex offender pursuant to the laws of Washington State or similarly classified pursuant to the laws of any other jurisdiction.
- E. I am not currently under active supervision or on probation by the Washington State Department of Corrections or by another agency/department in Washington State or in any other jurisdiction as a result of having been convicted, found guilty of, or adjudicated to have committed any sex offense including, but not limited to, those resulting in me being classified as a Level I sex offender pursuant to the laws of Washington State or similarly classified pursuant to the laws of any other jurisdiction.
- F. If I have ever been classified as a Level I sex offender or similarly classified by/in another jurisdiction and am not currently under any kind of supervision, I agree to inform *DigiPen Housing LLC* of this at the time this *Agreement* is submitted by me, and I acknowledge that *DigiPen Housing LLC* has the discretion to determine whether my application to reside in *DigiPen Housing LLC* Housing should be accepted, and to assign me to a particular residence hall and/or *Room* deemed appropriate by *DigiPen Housing LLC*. I agree to provide *DigiPen Housing LLC* with any information it requests related to my sex offense in order for *DigiPen Housing LLC* to make this determination in the best interests of *DigiPen Housing LLC*.
- G. If after submitting this *Agreement* and my housing application I am convicted or found guilty of, or adjudicated to have committed a sex offense, or if I am classified as a sex offender or placed under active supervision by any jurisdiction pursuant to a sex offense, I will inform the *DigiPen Housing LLC* immediately and will *Check-out* within 24 hours unless the *DigiPen Housing LLC* grants me written permission to remain in *DigiPen Housing LLC* Housing.
- H. I understand that if I am found responsible for a Title IX policy violation, one of my sanctions may be dismissal from Housing and I may be required to *Check-Out* within 24 hours of receiving notification of sanctions unless the *DigiPen Housing LLC* grants me written permission of an extended *Check-out* deadline.
- I. If at any time after I have submitted this *Agreement* and my housing application I become ineligible under the eligibility criteria stated above to reside in the *Unit*, I agree to inform *DigiPen Housing LLC* through the Housing Office, 9931 Willows Road NE, Redmond Washington 98052 or housing@digipen.edu, of my ineligibility within 24 hours of me becoming ineligible, and to *Check-out* as (described in *Residence Life Handbook*) within 72 hours of me becoming ineligible.

Section IV. Check-in and Check-out Extensions

- A. The *Check-in* and *Check-out* dates and times for this agreement are covered in the definitions of this *Agreement*: C. Residents may request to extend their *Checkout Deadline* for the subsequent reasons by emailing *DigiPen Housing* at housing@digipen.edu. This request must be made before the end of the 9th week of the semester of *Check-out*. *Resident Director or the Manager* will, in writing, approve extension requests received by the deadline and deny requests made after the deadline. *DigiPen Housing* will determine the new *Checkout Deadline* based on needs to clean and maintain apartments.
1. If a *Resident* is graduating and participating in DigiPen Commencement or a relative of a student graduating and participating in DigiPen Commencement, they may request an extension to their *Checkout Deadline*.
 2. If a *Resident* has a Final Exam that begins at 12:00 noon or later on the Friday of Finals Week, they may request an extension to their *Checkout Deadline*.
 3. If a *Resident* has a mandatory course activity, not a Final Exam such as participating in DigiPen Commencement, which extends through the weekend after Finals Week, they may request an extension of their *Checkout Deadline*.
- B. If a resident is required to live in a specific living environment as a result of an accommodation for a disability, they may request an earlier *Check-in* date or a later *Check-out* date by emailing *DigiPen Housing* at housing@digipen.edu. Additionally, if the resident is living in the same apartment for consecutive semesters, they may request an extension up to the start of the consecutive Housing Period. These requests must be submitted in advance in writing to the *DigiPen Housing LLC Office*, 9931 Willows Road NE, Redmond Washington 98052 or housing@digipen.edu and approved in writing by a *Resident Director or the Manager*.

Section V. Community Standards

- A. While living in the *Unit*, I agree to abide by the *Residence Life Handbook*, which may be amended by *DigiPen Housing LLC* during the term of this *Agreement*. I acknowledge that the Resident Conduct Code applies to me not only when I am in the building in which my *Room* is assigned, but also while I am in any *DigiPen Housing LLC* premises, which includes, but is not limited to entry areas, hallways, parking areas, courtyards, grounds, stairwells, playfields or *College* main campus at 9931 Willows Road NE, Furthermore, I acknowledge that I am responsible for the behavior of my guest(s).
- B. I acknowledge that I am subject to the Resident Conduct Code, which may be found in the *Residence Life Handbook*.
- C. I agree to abide by all regulations, policies and standards of the *College* and *DigiPen Housing LLC*. Should my guest(s) or I fail to comply with the conduct regulations, policies and standards of the *College* and *DigiPen Housing LLC* including, but not limited to, the Resident Conduct Code, ***DigiPen Housing LLC may take disciplinary action against me pursuant to the Residential Life Disciplinary Procedures and/or the Resident Conduct Code.*** The Residential Life Disciplinary Procedures can be found in the *Residence Life Handbook*.
- D. I understand that should I be found responsible for any violation of the Resident Conduct Code prior to my *Check-out Deadline* or approved *Checkout Deadline* extension I may be required to *Check-out* immediately.

Section VI. Cleaning, Alterations and Damages

- A. Upon *Check-in*, I will complete the Room Condition Report for my *Unit* and submit it to a Resident Director or the Director within 1 week of my *Check-in* date.
- B. I will review the *Apartment Condition Report* upon *Check-in*. Any damages or missing items not declared on the *Apartment Condition Report* will be my responsibility and will be charged to me when I *Check-out*.
- C. If I am unable to account for my *Unit* key(s), I must report their loss to *DigiPen Housing LLC* by emailing housing@digipen.edu or calling the on-duty *Resident Assistant* immediately. If, after 72 hours, I have not demonstrated to *DigiPen Housing LLC* that I have located my keys, **any affected locks will be changed at my expense.**
- D. I will not paint or make any permanent changes to my *Room* or any *Common Areas*.
- E. I will not make any repairs or alterations to any *Unit* premises. If repairs are required, I must inform a residence life staff member through email at housing@digipen.edu. **I may be responsible for costs incurred if damage is sustained or worsened due to my failure to notify *DigiPen Housing LLC* of needed repairs.**
- F. In partnership with my roommates, I will be responsible for cleaning and maintaining cleanliness all areas of my apartment, including but not limited to: bathroom, bedroom, living room and kitchen. My *roommates* and I are responsible for supplying our own cleaning supplies.
- G. When I *Check-out*, I will leave my *Room* and *Common Areas* and all items in good order and repair except for reasonable

wear, and pay any repair, replacement and/or cleaning costs as determined by the *DigiPen Housing LLC*.

- H. If I or any guest(s) of mine damage any *DigiPen Housing LLC* property or *Unit* either purposefully or through negligence, I will be responsible for the cost of repair, replacement and/or cleaning as determined by *DigiPen Housing LLC*.
- I. If any damage occurs in the *Common Areas* and/or shared areas of my *Room* and the responsible person cannot be determined, any charges for repair, replacement and/or cleaning as determined by *DigiPen Housing LLC* will be equally divided among me and my *Roommates*.

Section VII. Room Reassignment

- A. The *DigiPen Housing LLC* reserves the right to reassign me to another *Room* or *Unit* at any time for any reason that is reasonable under the circumstances including, but not limited to, the welfare of residents, a violation of the Resident Conduct Code, to accommodate facility operations or repair, to accommodate students with a disability, to use available space more efficiently, to remove a resident from a *Resident Assistant's Room* or to further the best interests of the *DigiPen Housing LLC* and/or its community. I may be required to move to another *Room* or *Unit* immediately by order of the Housing and Residence Life Manager.
- B. If a vacant space is available in my *Room*, I may be assigned a *Roommate* without prior notification.
- C. If a vacant space is available in my *Room*, I will keep the available space clean and accessible in the event I am assigned a *Roommate*. If I fail to keep the available space clean and accessible, I will be charged a fee of \$100.00 a day until the space is clean and accessible and I may be subject to disciplinary action.
- D. If I am living in *All Gender Housing*, and my roommate(s) cancel their housing or moves out of the *Unit* for any reason, *DigiPen Housing LLC* encourages me to work with *DigiPen Housing LLC* staff to find a substitute roommate(s). However, *DigiPen Housing LLC* reserves the right to (1) assign any student who indicates they are interested in living in *All Gender Housing*, or (2) relocate/consolidate me to a different *All Gender Housing* space that meets my needs. I acknowledge that *All Gender Housing* room reassignments is subject to availability and not guaranteed.

Section VIII. Room Changes

- A. I may not make a *Room* change without prior written approval by a *Resident Director* or the *Manager*. If *DigiPen Housing LLC* approves my *Room* change request, I will be assessed a Room Change Charge of \$35. Room Change Procedures can be found in the *Residence Life Handbook*.
- B. If I do not follow proper Room Change Procedures, I will be assessed an Improper Room Change Charge of \$100 in addition to the Room Change Charge of \$35. If the keys to my originally assigned *Unit* are not returned to a *DigiPen Housing staff member* by my *Room* change deadline (typically 48 hours), I will also be assessed an additional charge of \$100 a day until the keys to my originally assigned *Unit* are returned. I will also be assessed a Lock Change Charge of \$200 plus \$5 for each additional unreturned key.
- C. If I make a *Room* change without prior approval, I will be assessed an Unauthorized Room Change Charge of \$100, in addition to the Room Change Charge of \$35. I will also be charged \$100 per day until either (1) the *Room* change has been approved and I have completed the Check-out procedures for my originally assigned *Room*, or (2) I have moved back to my originally assigned *Room*.
- D. If I am reassigned a *Room* between semesters and do not comply with the deadline specified when my *Room* change is approved, I will be charged \$100 a day for continued occupancy of the original *Room* plus the Improper *Room* Change Charge of \$100, and my belongings may be packed, stored and/or disposed of at my expense.

Section IX. Entry and Inspection

- A. *DigiPen Housing LLC* staff and contractors have the right to enter my *Room* for inspections, to make repairs or alterations, or to conduct Fire/Health and Safety checks.
- B. Except in emergencies or when it is impractical, *DigiPen Housing LLC* will give me at least a 24 hour notice, through email or poster on Apartment door, of its intent to enter my *Room*. However, if I request or if any *Roommate* requests repairs or maintenance, I may not receive any prior notice that *DigiPen Housing LLC* staff or designees will be entering my *Room* or *Unit*.
- C. *DigiPen Housing LLC* staff may enter areas outside my *Room* unannounced to conduct rounds concerning health,

safety or security checks, to enforce the Student Code of Conduct and other policies, or to investigate possible criminal activity, and **I will have no expectation of privacy in Common Areas of the Unit.**

- D. *DigiPen Housing LLC* staff or facilities staff employed by *DigiPen Housing LLC* will routinely enter *Common Areas* including, but not limited to, lounges and bathrooms during breaks to ensure proper break closing procedures outlined in the *Residence Life Handbook*.

Section X. Injury or Property Loss

- A. The *College* or *DigiPen Housing LLC* shall not have any responsibility or provide any compensation for any injury to me or any *guest(s)* of mine, for loss or damage to my property or that of my *guest(s)*. I acknowledge that *DigiPen Housing LLC* recommends I carry appropriate insurance against such injury, loss or damage. I acknowledge that *DigiPen Housing LLC* does not promise, warrant or guarantee the safety or security of me or any *guest(s)* of mine, or of my personal property or the personal property of any *guest(s)* of mine against the actions of other students or other third parties.
- B. If there is a bunked bed within my unit, I unconditionally release the *DigiPen Housing LLC*, any affiliate of the *College*, their directors, officers, employees, owners, board of directors, executives and partners from liability for any injury, or death, that student, resident, guests of students or residents, may suffer by use of these items. *DigiPen Housing LLC* requires that residents properly use any bunked beds within their units. Improper use of bunked beds could cause damage to *DigiPen Housing LLC* property and the student will be billed accordingly.
- C. Nothing in this *Agreement* shall be construed as being intended to protect any person or class of persons from injury or harm.
- D. If there is loss of or damage to my property or that of any *guest(s)* of mine for any reason beyond *DigiPen Housing LLC*'s control including, but not limited to, natural disasters, fire, earthquake, utility malfunctions, quarantines or other emergency or force majeure event, the *College* or *DigiPen Housing LLC* shall have no liability to me or any *guest(s)* of mine for reimbursement, damages, inconvenience, annoyance or compensation of any kind.
- E. Residents requiring coverage are strongly encouraged to purchase an addition rider to a homeowner's or rental policy.
- F. I unconditionally release the *DigiPen Housing LLC*, any affiliate of the *College*, their directors, officers, employees, owners, board of directors, executives and partners from liability for any injury to student, resident, guests of student or residents, whether or not caused by the *DigiPen Housing LLC* or the affiliates of the *College*, their directors, officers, employees, owners, board of directors, executives and partners. I accept full responsibility for any and all such injuries.

Section XI. Cancellation and Termination of the Agreement

- A. Prior to my assigned *Check-in* date, if I wish to cancel my Housing Application and *Agreement* for any reason, including due to a change in my status as a student at the *College*, I will forfeit my housing *deposit*.
- B. **Termination due to ineligibility for *DigiPen Housing LLC* caused by a change in my status as a student at the *College*:** Termination of my *Agreement* on or after my assigned *Check-in* date will result in the loss of my *deposit* and I will be assessed a Cancellation Fee equal to up to two months' rent, as detailed in Section F below.
- C. **Termination due to breach or violation of rules:** I understand that *DigiPen Housing LLC* may terminate this *Agreement* if at any time I am found responsible by *DigiPen Housing LLC* for violations of the resident code of conduct or any of the provisions in this *Agreement*. If my *Agreement* is terminated by *DigiPen Housing LLC* pursuant to this provision I will be assessed a Cancellation Fee equal to up to two months' rent, as detailed in Section F below.
- D. I understand that if at any time *DigiPen Housing LLC* believes me to be incapable of caring for myself or are a danger to myself or others, I may be removed from housing and my *Agreement* will be terminated. I will be assessed a Cancellation Fee (see below).
- E. **Termination for all other reasons:** Termination of my *Agreement* on or after my assigned *Check-in* will result in the loss of my *deposit* and I will be assessed a Cancellation Fee equal to up to two months' rent, as detailed in Section F below.
- F. **Cancellation Fee:** I agree that *DigiPen Housing LLC* would incur significant costs in lost rent for the remainder of the period after my early departure, and/or in its efforts to re-rent the room, which is unlikely since the *College* does not offer a spring semester admittance. I further agree that these costs are necessarily uncertain and impossible to calculate. **I agree that this fee, of \$1,000 (1 month's rent including utilities, Comcast, etc), is a reasonable and conservative estimate of the contemplated financial burden created by my early departure, and that this amount is intended to compensate *DigiPen Housing LLC* for this loss, and not intended as a penalty.** To calculate the amount due to *DigiPen Housing LLC* upon termination pursuant to this Section XI, *DigiPen Housing LLC* will add the Cancellation

Fee to any unpaid rent due for the *Resident's* actual *Occupancy Period* in DigiPen Housing. If my actual move-out date does not fall at the end of the month, I will be charged at the monthly rate, pro-rated per each additional day the room is occupied. In the event termination occurs with two or fewer months remaining on the lease, the Cancellation Fee will be limited to the remaining rent due on the lease, pro-rated as needed for partial months.

Section XII. Payments

- A.** I will pay the amount owed for my *Room*. The total amount owed during the agreement period is dependent upon the housing option you are placed in. *Payment Rates* are listed in Section I.
- B.** The semester rate includes electricity, internet, water, sewer and garbage services. A temporary failure in utility service is not a breach of this *Agreement*. However, only reasonable, ordinary, and customary usage by the *Resident* is permitted. *DigiPen Housing LLC* reserves the right to charge additional amounts to the *Resident(s)* assigned to any *Unit* (jointly and severally) when the costs of any one or more of those utility services used in connection with the *Unit* during any billing period exceed reasonable, ordinary, and customary usage by the *Resident* and their guests. Reasonable, ordinary, and customary utilities is determined by *DigiPen Housing LLC*. The provisions of this Section shall survive the expiration or earlier termination of this *Agreement*.
1. For electricity, water, sewer, and garbage services, *Residents* of units found in violation of this utility usage policy for the first time will be issued a warning and will be directed towards resources for reducing utility usage to achieve a reasonable, ordinary, and customary usage level. If anything is more than \$200.00 per month after one warning, each of the roommates will split the amount that is over \$200.00 to pay back to Accounting.
 2. For electricity, water, sewer, and garbage services, *Residents* of units found in violation of this utility usage policy for subsequent times will be charged the difference between the resulting bill of their excessive utility usage and the reasonable, ordinary, and customary usage level, divided by the *Residents* of the unit. If anything is more than \$200.00 per month after one warning, each of the roommates will split the amount that is over \$200.00 to pay back to Accounting.
 3. For internet services, *Residents* are completely responsible for monitoring their utility usage. *Residents* may automatically receive a warning that they are approaching the reasonable, ordinary, and customary usage for this utility as a warning pop-up on their internet devices. *Residents* found in violation of this utility usage policy for internet will be responsible for paying any additional cost incurred by DHL as a result of their utility consumption, divided amongst the *Residents* of the unit. If anything is more than \$200.00 per month after one warning, each of the roommates will split the amount that is over \$200.00 to pay back to Accounting.
 4. For any charges divided amongst the *Residents* of the unit, if one or more responsible party member steps forward to assume responsibility for the excessive utility usage or if definitive proof is given to indicate one or more responsible party member is responsible for the excessive utility usage, charges will be applied to *Residents* as deemed appropriate.
- C.** I will pay a one-time *Deposit* of \$300, which the *DigiPen Housing LLC* will hold until I *Vacate*. It is only refunded if Housing knows before keys are given for move-in and is only refundable on a case by case basis after that. When I cancel or *Vacate*, my *Deposit* will be used to pay for any balance due on my account including, but not limited to, damages, missing items, cleaning charges or fees owed to *DigiPen Housing LLC*. I will be refunded any remainder of my *Deposit*. If my balance due exceeds the amount of my *Deposit*, I will pay the remaining balance.
- D.** Reasons I may not receive the full amount of my original \$300 *Deposit* include damages beyond what is considered normal "wear and tear" of the *Unit*, including (but not limited to) a dirty *Room* or *Common Area* (not swept or vacuumed, trash and/or personal belongings left in *Unit*) adhesives, putty, or tape remaining on walls, damaged furniture, furniture missing from *Room* or improperly assembled, stained or damaged mattress, or wall damage (holes, paint damage, tacks or nails), unreturned keys, or an incomplete *Check-out*.
- E.** I will pay the cost of housing for this *Agreement Period* according to one of the following payment plans:
1. **Semester Payment Plan:** If I am not receiving financial aid or scholarship funds, or other financial aid assistance, I must select the Semester Payment Plan.
 2. **Financial Aid Payment Plan:** If I have applied and have been approved for financial aid or will receive other types of assistance such as scholarships, Guaranteed Education Tuition (GET) funds or non-government grants, I may select the Financial Aid Payment Plan.

- F. I will pay according to the Payment Deadlines outlined in Section I.G. I will make payments in one of the following manners: (1) by mailing a check made out to *DigiPen Housing LLC* to DigiPen Institute of Technology, Attn: Accounts Receivable, 9931 Willows Road NE, Redmond WA 98052, (2) Using the TMS system to pay via Credit or Debit card as described on the *DigiPen Housing LLC* website (www.digipen.edu/housing).
- G. If I am assigned a *Room* after the payment due date, I will pay my account balance prior to *Check-in*.
- H. If I am on the Semester Payment Plan and my semester payment is not received by *DigiPen Housing LLC* on or before the semester deadline without other prior arrangements made, *DigiPen Housing LLC* will consider my housing application withdrawn, terminate this *Agreement*, cancel my *Room* assignment and I will forfeit my *deposit*.
- I. Other Payment Information
 - 1. If I am assigned a *Room* after the semester begins, I will be charged a prorated housing cost based on the date my assignment begins regardless of my actual *Check-in* date.
 - 2. If I transfer *Units* after a successful *Room Transfer Request*, I will pay or be refunded a pro-rated amount based on my new *Unit Rate* and the period of dates I am in that *Unit*.
 - 3. If *DigiPen Housing* transfers me to another *Unit* as part of a forced consolidation, I will pay the lower of the two *Unit Rates* for this semester.
 - 4. If I have any questions about my account, I will contact the Accounting Office, accounting@digipen.edu or by phone at (425) 629-5025 or (425) 629-5054, before my account becomes delinquent.
 - 5. The rates published in this *Agreement* are established by *DigiPen Housing LLC* and are subject to change with a 30-day notice.
- J. If I fail to make payments as required by this *Agreement*, *DigiPen Housing LLC* may declare me in breach of and terminate this *Agreement*, require that I *Check-out*, and/or take further action against me including, but not limited to:
 - Denying future applications for *DigiPen Housing LLC Housing*;
 - Placing a hold on registration, transfer of credits, transcripts and graduation;
 - Assessing collection agency charges, legal fees, and moving and storage costs; and,
 - Obtaining a legal judgment against me for any balance due.

Section XIII. Emergency Closures

- A. *DigiPen Housing LLC's* inability to make a *Room* available to me for any reason beyond *DigiPen Housing LLC's* control including, but not limited to, fire, flood, earthquake, volcanic eruption, condemnation, quarantine, utility malfunction or other emergency or force majeure event shall not constitute a breach of this *Agreement* by the *DigiPen Housing LLC*. In such circumstances, *DigiPen Housing LLC* shall have no liability to me in any way for injuries, reimbursement, damages, inconvenience, annoyance or compensation of any kind. The *College* may attempt to find, but cannot guarantee, an alternative space for me. If the unavailability of or access to my *Room* or to an alternative space persists for more than 72 hours, I may terminate this *Agreement* without penalty provided that I shall be responsible for all financial obligations incurred up to the date of such termination. The *College* agrees to provide me with a pro-rated refund, calculated from the date of such termination to the end of the *Agreement* Period, of any prepaid housing to *DigiPen Housing LLC* and to return my *Deposit* pursuant to this *Agreement*.
- B. The canceling of classes or the shutdown of the *College* campus at 9931 Willows Road NE shall have no effect of this *Agreement*.
- C. Shuttle services between the apartment complexes and *DigiPen Institute of Technology* are offered as a courtesy to residents participating in *DigiPen Housing* program. There may be circumstances, including inclement weather that will limit shuttle services. In the event that shuttle services are not available for residents, there will be no adjustments to housing *Rates* and fees.

Section XIV. Checking Out

- A. Prior to my *Check-out*, I will remove all of my personal belongings from my *Room* and *Common Areas* and follow the cleaning guidelines provided to me by my *Resident Assistant* and the *DigiPen Housing LLC* staff by my *Checkout Deadline*. If I do not remove my personal belongings, *DigiPen Housing LLC* may pack and store and/or dispose of my belongings at my expense. While *DigiPen Housing LLC* intends to make reasonable efforts to protect my belongings from damage, I will not hold *DigiPen Housing LLC* liable for any damage or loss of items that may occur.

- B.** When I *Check-out* of my Room, I will follow proper *Check-out* procedures as outlined in the *Residence Life Handbook*.
- C.** If I do not follow proper *Check-out Procedures*, I will be assessed an Improper Check-out Charge that may include the loss of my *Deposit*, plus other applicable charges for unreturned items, fees for re-scheduled cleaning and maintenance services, or labor charges. If my *Deposit* is being retained for any reason, I could be charged an Improper Check-out Charge that could be less than or equal to the cost of my deposit. If my Unit keys are not returned by the date I provided in the Agreement Termination Notice or by my *Checkout Deadline*, I may be assessed a Lock Change Charge of \$200, plus \$5 for each additional unreturned key.
- D.** Any outstanding balance owed on my housing account upon *Vacating* will be deducted from my *Deposit*, and any remaining amount will be returned to me. If my balance exceeds the amount of my *Deposit*, I will be responsible for paying the additional amount.
- E.** If my housing account is not paid in full when I *Vacate*, I will not be able to register at the *College* (all campuses), transfer credits, or graduate until I have paid my outstanding balance. *DigiPen Housing LLC* reserves the right to the recovery of the outstanding balance, attorney fees, court costs and other collection costs including payment of collection agency fees, and moving and storage costs.
- F.** *DigiPen Housing LLC* will attempt to return my refund, if any, by mail to my Local Address as indicated in my *S.R.S. account*. If the refund is returned to the *DigiPen Housing LLC* for any reason, the money will be held for one year by *DigiPen Housing LLC* before remittance to the Washington State Department of Revenue.
- G.** It is my responsibility to keep my Local, Permanent, and Mailing Addresses current through my *S.R.S. account*.

Section XV. Severability and Choice of Law

- A.** The provisions of this *Agreement* are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this *Agreement* shall continue to be valid and enforceable.
- B.** This *Agreement* shall be governed in all respects by the laws of Washington State. The parties agree that any legal action related in any way to this *Agreement* shall be brought exclusively in King County, Seattle, Washington.

Section XVI. Required Vaccinations

- A.** *DigiPen Housing LLC* requires students in residence to submit proof of vaccinations for Measles, Mumps, Rubella (MMR) and Tetanus-Diphtheria booster (Tetanus-Diphtheria booster within in the last 10 years). Paperwork should be sent to: DigiPen Institute of Technology, ATTN: Housing Vaccinations, 9931 Willows Rd NE, Redmond, WA 98052, or scanned and e-mailed to housing@digipen.edu before *Move-in*.
- B.** Based on America College Health Association (ACHA) guidelines, *DigiPen Housing LLC* recommends students be vaccinated against; Meningococcal Quadrivalent (A,C,Y,W-135), Polio, Varicella, Pertussis, Human Papillomavirus Vaccine, Tuberculosis(TB), Hepatitis A, Hepatitis B, Influenza, Pneumococcal Polysaccharide Vaccine-23 valent.
- C.** If a *Resident* fails or is unable to submit proof of vaccinations, the *Resident* must submit an Immunization Waiver to a *Resident Director* or the *Manager* before *Move-In*, The *Resident* will not be able to *Check-in* without submitting an Immunization Waiver.

Section XVII. Winter Break

- A.** Winter Break is defined as beginning the Saturday after Fall Semester Final Exams and ending the Sunday before Spring Semester class begins.
- B.** I am aware that during Winter Break, there will not be *Resident Assistants* on duty. All emergency situations during this time will be addressed by the *DigiPen Housing LLC* staff on call. Any *Residents* planning to stay in their assigned *Unit* during the duration of Winter Break must sign and submit a Winter Break agreement by the deadline advertised in the communication of the Winter Break agreement to *DigiPen Housing LLC* staff or to housing@digipen.edu.
- C.** I am aware that during Winter Break, all residents found responsible for violating the Resident Conduct Code, the *Agreement*, the waiver, or the *Residence Life Handbook*, may be removed from housing immediately and may only be allowed to return following a Conduct Review Meeting as outlined in the *Residence Life Handbook*.

Appendix A: DigiPen Housing LLC Community Standards/Resident Conduct Code

A. I agree to adhere to all of the conditions outlined in Appendix A: DigiPen Housing LLC Community Standards / Resident Conduct and all of the provisions outlined in the *Residence Life Handbook*. DigiPen Housing LLC reserves the right to amend or modify Appendix A as it deems necessary.

B. Conduct:

1. I will respect the rights, privileges and property of other members of the *DigiPen Housing LLC* and *College* community, visitors to campus, and animals used by persons with disabilities.
2. I will refrain from any conduct that would interfere with *DigiPen Housing LLC* operations or endanger the health, welfare or safety of other persons or myself.
3. I will refrain from any conduct that would violate any city, county, state or federal laws. This conduct includes, but is not limited to, theft, robbery, the possession of stolen property, damage to or unauthorized possession, use or removal of *DigiPen Housing LLC* property, and unauthorized use of any service (e.g., *College* I.D. cards, phone calling cards, authorization codes, etc.)
4. I will not remove or tamper with any materials posted by *DigiPen Housing LLC*.
5. I will comply with the directions of *DigiPen Housing LLC* officials and their authorized agents acting in the performance of their duties.
6. I will not provide false information to or withhold material information from any *DigiPen Housing LLC* staff member or agent acting in the course of their duties.
7. I will present my *College* student identification card to authorized *DigiPen Housing LLC* staff upon request.
8. During *Quiet Hours*, I will refrain from making noise that can be heard beyond the boundaries of my *Room* or any *Unit* space I am visiting or residing in including, but not limited to, talking too loudly and the volume of TVs, radios, stereos, alarms or computers. *Quiet Hours* begin at 10:00pm and end each day at 8:00am.
9. I will refrain from making excessive noise, even outside the designated *Quiet Hours* and areas.
10. I will refrain from engaging in sports activities and/or using recreational equipment including, but not limited to, bicycles, skates, skateboards, balls and Frisbees within all *Units* buildings including, but not limited to, *Rooms*, *Common Areas*, lounges, bathrooms, hallways, stairwells and dining areas.
11. I will not participate in or promote gambling or any other wagering activities.
12. I will not commit any act of dishonesty including, but not limited to, personal misrepresentation, knowingly furnishing false information to *DigiPen Housing LLC*, forgery or the alteration or fraudulent use of documents including electronic documents or instruments of identification (e.g., misuse of electronic mail systems and computers including unauthorized/illegal access to DigiPen LLC-owned or *College*-owned Ethernet connections).
13. I will not use language or engage in other behavior that is threatening, abusive or harmful and that is directed toward anyone including, but not limited to, *DigiPen Housing LLC* staff, other students or guests.
14. I will not participate in any action or situation involving physical or mental abuse, harassment, bullying, cyber-bullying, intimidation, hazing, pranks or conduct that recklessly or intentionally endangers or threatens the health, safety or welfare of any person or results in damage to *DigiPen Housing LLC* property.
15. I will not aim or direct light from a laser at any person or vehicle.
16. I will not participate in conduct that would constitute a sexual offense, sexual harassment, relationship violence, stalking, unwanted advances, indecent exposure or any conduct of a nonconsensual sexual nature.

C. Substance Use

1. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, store, distribute, transport, consume, be under the influence of, or knowingly be in the presence of alcohol (including being intoxicated) at any time on *DigiPen Housing LLC* leased properties regardless of my age.
2. I will not provide or serve alcohol to anyone, nor will I host or promote an event where alcohol is present.
3. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, store, distribute, transport, be under the influence of, or knowingly be in the presence of illegal drugs, controlled substances, inhalants, or marijuana at any time on *DigiPen Housing LLC* leased properties regardless of my age. Note: Possession of a medical marijuana license or prescription does not provide exemption from this policy.
4. I will not possess, share, sell or use alcohol or drug paraphernalia, including but not limited to common-source or individual containers of alcohol, kegs, bong, and advertisements of alcohol or drugs on printed materials.
5. I will not smoke or permit any guest of mine to smoke in any *DigiPen Housing LLC* building or non-designated smoking area. Electronic cigarettes may not be used inside any *DigiPen Housing LLC Unit*.

D. Guests

1. I understand that only I and my assigned *Roommates* may reside in my *Unit*.
2. I will ensure that any *guest* of mine abides by *DigiPen Housing LLC* policies, rules, regulations and other standards of conduct while present in the *Unit*, and I will be held responsible for any violation of any *guest* of mine.
3. I will meet any *guest* of mine who is not a resident of my *Unit* at the entrance of my *Unit* and accompany them at all times while in the *Unit*. I will not allow any *guest* of mine to occupy my *Unit* unless I am also present.
4. I will not allow any *guest* of mine to stay overnight in my *Unit* unless I obtain the prior consent of my *Roommates*. I will not pressure my *Roommates* to consent to any *guest* of mine staying overnight. I will submit a guest pass to a *Resident Director* or the *Manager* at least 72 hours before my *guest(s)* arrive on campus.
5. I will not allow any *guest* of mine to stay overnight more than three consecutive nights in a ten day period and no more than a total of seven nights during my *Occupancy Period* unless I receive permission in writing from a *Resident Director* or the *Director*.
6. I will ensure that the presence of any *guest* of mine will not restrict my *Roommates* from free access to our *Room* or any *Common Area*, or create a situation that would infringe on my *Roommate's* right to remain undisturbed.
7. With Disability Support Services approval as well as *DigiPen Housing LLC's* approval, guests can stay past the ten day period or seven nights occupancy period. In addition, approved DSS guests will not need to obtain a guest pass from the *DigiPen Housing* staff.
8. I will ensure that any *guest* of mine will provide identification when requested by *DigiPen Housing LLC* staff. *DigiPen Housing LLC* has the discretion to require that any *guest* leave *DigiPen Housing LLC* Housing and may prohibit any *guest* from being on *DigiPen Housing LLC* premises. I will cooperate with any request by the *DigiPen Housing LLC* that my *guest* leave, and I agree not to allow anyone who I know to have been prohibited or excluded from *DigiPen Housing LLC* Housing premises by the *DigiPen Housing LLC* to be present in my *Room* or on *Unit* premises.
9. The only exceptions to the guest policy are those approved through the Disability Support Services team which will be communicated to the Housing team.

E. Safety and Security

1. I will not provide *Unit* access to someone I do not know.
2. I will not prop open any door for any reason.
3. I will not possess any item possible of creating an open flame (i.e. candles, candles without wicks, oil lamps, etc.), or burn incense, herbs ("smudging"), cones, or other similar items. (For ceremonial/religious use, please contact the *Manager* or a *Resident Director*)
4. I will not sleep or allow any *guest* of mine to sleep in the lounges or other *Common Areas*.

5. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials. (Unless sanctioned in writing by the *Manager* or a *Resident Director* in which proper storage is required)
6. I will not:
 - a. Possess, use, manufacture, transport, display, sell or distribute any firearms, air powered guns (e.g., BB guns, pellet guns, paint guns, etc.) or other weapons or replicas of any of the above-mentioned items.
 - b. Possess any knife having a blade longer than three inches that is not used for culinary purposes.
 - c. Possess any knife having a blade that projects or swings into position by force of a spring (i.e., switch blade).
 - d. Intentionally wield or brandish any item capable of producing bodily harm in a manner that intimidates another person or warrants fear for safety of another person.
7. I will not under any circumstances tamper with any safety equipment including, but not limited to, fire pull stations, smoke detectors, heat detectors, sprinklers, sprinkler valves, sprinkler pipes, fire extinguishers or any alarm system. I will report safety equipment malfunctions to *DigiPen Housing LLC* staff immediately.
8. If I am responsible for fire alarm activation due to smoke from cooking, I may be charged for costs associated with the response by fire safety personnel.
9. I will not enter or exit through any window except as a health or safety emergency egress out of the Unit.
10. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
11. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.
12. I will not disrupt or tamper with any areas in my *Unit* or in *DigiPen Housing LLC* Housing labeled with an asbestos-containing materials sticker (currently there are none such premises present in *DigiPen Housing LLC* Housing).
13. I will not burn anything in the fireplaces.
14. I will not display any offensive materials in my *Room*, *Common Area*, or on any electronic device.

F. Bedbug Prevention

1. I am not aware of any infestation or presence of bed bugs in my current or previous apartments, home, or dwelling, nor have I been subjected to conditions in which there was any bed bug infestation or presence.
2. I am not aware of any bed bug infestation or presence in any of my furniture, clothing, personal property or possessions.
3. I agree that if I previously lived anywhere that had a bed bug infestation I will disclose that information to *DigiPen Housing LLC* staff in writing prior to Check-in, provide documentation that all of my personal property (including furniture, clothing and other belongings) have been treated by a licensed pest control professional, and allow *DigiPen Housing LLC* staff to inspect my personal property and possessions to confirm the absence of bed bugs.
4. I agree to abide by all prevention, control, and elimination protocols as detailed in the Bedbug Policy in the *Residence Life Handbook*.
5. While residing in *DigiPen Housing LLC* property, I will immediately notify the *Manager*, a *Resident Director* and/or *Resident Assistant* if I suspect that there are bedbugs present in the *Unit*, or in any of my clothing, furniture or personal property.
6. I will cooperate and coordinate with *DigiPen Housing LLC* staff members, individual apartment complex staff, and pest control agents in a timely fashion to detect, control and eliminate any bedbug infestations found to be present in my *Room* or on *DigiPen Housing LLC* premises.
7. I understand that if I am found to be the origin of a bedbug infestation in *DigiPen Housing LLC* housing, I will be held liable for all reasonable costs of cleaning and pest control treatments incurred by *DigiPen Housing LLC*. This may include costs to treat my *Unit* for bed bugs, the cost to have my own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm approved by *DigiPen Housing LLC*, the payment of any lost rental income and other expenses incurred by *DigiPen Housing LLC* to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other *Units*, or other incurred costs as described in the *Residence Life Handbook* Bedbug Policy.

G. Pets, Service Animals, and Emotional Support Animals

1. I will not have any pets or animals, unless it is a Service or Emotional Support Animal that I require and register with the Disability Support Services office. (See Service and Emotional Support Animal Policy detailed in the *Residence Life Handbook*).

H. Communication and Computing

1. I will read all correspondence and information sent to my mailbox, posted on my *Room* or *Unit* door, and/or sent to my *College* email account by the *College* and *DigiPen Housing LLC*, and I will promptly respond if requested within a 24-hour period.
2. I will keep my Local, Permanent, and Mailing Addresses current through my *S.R.S.* account.
3. I will use *College* and *DigiPen Housing LLC* computer resources including, but not limited to, all *College* and *DigiPen Housing LLC* equipment, networks, User Accounts and Ethernet connections in accordance with all *College* policies and applicable laws including, but not limited to, the *College's* Guidelines for Appropriate Use of Resources, policy on ethics in computer use and software copyright policy.

I. Facilities

1. I will not use or possess prohibited equipment or appliances including, but not limited to, waterbeds, halogen lamps, space heaters, air conditioners, open-flame or open-coil appliances (e.g., fondue pots), full-size appliances that are not already installed and multiple appliances that exceed the usage limits of my *Unit*, and other items as documented in the Prohibited Items Policy in the *Residence Life Handbook*.
2. I will not cook in any living room or other public area except for designated kitchens and kitchenettes.
3. I will not leave an appliance unattended while in use.
4. I will not lend or give my *Unit* key(s) to anyone.
5. I will not put my own locks or alarms on any *Unit* doors.
6. I will not duplicate or misuse a *DigiPen Housing LLC* key or *College* I.D. card.
7. I will not interfere with security systems, tamper with locks or elevators, or unlock doors designated to be locked.
8. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.
9. I will keep my *Room* and *Common areas* clean, orderly and in good condition at all times.
10. I will comply with any *DigiPen Housing LLC* -prescribed corrective action within 24 hours of the *DigiPen Housing LLC* informing me that the condition of my *Room* or *Common Area* falls below acceptable health, cleanliness and safety standards.
11. I will not obstruct any walkway, hallway, stairwell, door or any part of the surrounding premises and grounds.
12. I will not put any decorative lighting, decoration, object or equipment in the hallways, stairways or exits.
13. I will not interfere or tamper with any safety device.
14. I will not display or hang any objects or materials outside any window.
15. I will not display or hang the following items on the exterior of *Room* or *Unit* doors: decorative lighting, large combustible items, items that hang from door frames, and items that cover over fifty percent of the door, the *Room* number or the peephole.
16. I may have artificial, nonmetallic trees and living potted trees and plants in my *Room*. I will not display trees or plants in any or *Common Area* without the permission of my *Roommates*.
17. I will use only lighting that is Underwriter Laboratories, Inc. (UL) approved and in good condition. LED lights are recommended.
18. I may decorate only with miniature, low heat-producing electric lights or with nonelectrical decorations.
19. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.
20. I will turn off all electrical decorations when my *Room* or *Unit* is unoccupied.

21. I will not place, store or display any items on roofs, outside ledges, stairwells, landings, hallways or any other *Common Area*.
 22. I will not tamper with or move from their designated locations any *DigiPen Housing LLC* furnishings or property.
 23. I will not destroy, damage, or tamper with the property of *DigiPen Housing LLC*, vendors, other residents, or their guests. This includes, but is not limited to, any vandalism.
 24. I will not bring a motorized vehicle into any *Unit*.
 25. I will not use my *Room* or any other *DigiPen Housing LLC* facility for commercial purposes.
 26. I will not post any materials outside my *Room* except as allowed in the Residential Life Posting Policy.
 27. I will keep all furniture provided by *DigiPen Housing LLC* inside of the *Room* or *Common Areas* where it is originally found or intended to be.
 28. I will not remove furniture from my *Room* or *Common Areas* without the expressed written consent from *DigiPen Housing LLC*.
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I HAVE READ AND UNDERSTAND THE HOUSING AGREEMENT AND THE RULES Appendix A: DigiPen Housing LLC Community Standards / Student Code of Conduct. I AGREE TO ADHERE TO THEM AND UNDERSTAND THE PENALTIES FOR VIOLATIONS. DIGIPEN HOUSING LLC WILL HAVE THE RIGHT, AT ITS OPTION AND SOLE DISCRETION, TO REFUSE THE RENEWAL OF ANY AGREEMENT. THIS HOUSING AGREEMENT is entered into between DigiPen Housing LLC and the Resident. If Resident is a minor or dependent, the undersigned parent(s) or guardian(s) of the Student, jointly and severally, intend to be legally bound.

Joinder of Parents or Guardians. If the Resident identified in this Agreement is a minor or a dependent of parent(s) or guardian(s) on the date of the Agreement, the undersigned parent(s) or guardian(s) of the Resident have executed this joinder as an inducement to DigiPen Housing LLC to accept this Agreement. The parent(s) or guardian(s) ratify the Agreement on behalf of the Resident and themselves, and Unconditionally guarantee the full and prompt performance by the Resident of all of his or her obligations under it, and waive any and all rights which they or the Resident otherwise might have or assert or which would be inconsistent with this Agreement. Such parent(s) expressly waives any right or claim against DigiPen Housing LLC and College's directors, officers, employees, owners, board of directors, executives and partners of the sponsored housing facilities as well as any defense parent(s) may advance, on account of the Resident being a minor, if applicable.

You will be sent an electronic copy of the Residence Life Handbook and you will sign via Google Forms that you have read through and agreed to the terms before move-in day.

See the Residence Life Handbook's Housing Accommodations / Disability Support Services policy to request an accommodation through Disability Support Services.

Residence Life Handbook 2019-2020

MISSION STATEMENT

The mission of DigiPen Housing LLC is to develop residents' independence, social responsibility, and awareness of community in a safe and secure environment for residents to live amongst their peers.

RESIDENCE LIFE

The Residence Life program operated by DigiPen Housing LLC ("DHL") encourages Residents to develop independence, social responsibility, and awareness of established community standards by providing an opportunity for Residents to live amongst their peers. Residents and their guests must adhere to all rules and regulations found in the Handbook while present in the Unit or on the DHL Properties.

The DHL Residence Life Staff ("Staff") support Residents in making the most of their living-learning environment. The Staff consists of the Housing and Residence Life Manager, Resident Directors ("RD"), and student Resident Assistants ("RA"). RAs are selected upper division residents specially trained in leadership and mentoring skills.

The policies and procedures found in the Residence Life Handbook have been developed to create a sense of community awareness and social responsibility in the DHL Residential Community. As members of the Residential Community, residents are required to adhere to these policies and procedures. Their signature on the Housing Agreement also legally obligates residents. Violation of any policy contained herein or violation of the Housing Agreement may be charged formally through the judicial system as a Residence Life Policy violation, and sanctions will be assigned in accordance with the procedures outlined in the Disciplinary Process and Procedures section of the Residence Life Handbook. Residents may also be formally charged by state and local police with penalties to be decided by state and federal courts.

RESIDENCE LIFE HANDBOOK

DigiPen Housing LLC ("DHL") works to provide a living and learning environment that supports the academic and social goals of DigiPen Institute of Technology ("DIT"). To that end, DHL has created policies and procedures to support a community that influences high academic achievement and the respect of all members within and outside of the Residential Community. By signing a DHL Housing Agreement, residents of DHL agree to abide by and support the policies and procedures found on DHL's website and in the DHL Residence Life Handbook ("Handbook.") Residents and their guests are responsible for following all policies found on DHL's website and in the Handbook.

DHL promotes the understanding of and appreciation for all races, religions, national origins, socio-economic classes, gender identities and expressions, sexual orientations, physical and learning abilities, ages and veteran status. It is our goal for Residents to learn how to be professional and to learn to demonstrate appreciation for diversity. Acts or incidents of abuse, discrimination, oppression, harassment, bias and/or hatred for any reason will not be tolerated.

The policies and procedures in this Handbook may change at any time. Residents will be notified of any changes by email sent to their DIT campus email address and expected to adhere to those changes within one week from the time the email is sent. Failure to read your campus email is not an acceptable excuse for not adhering to new policies and procedures.

DEFINITION OF TERMS

Agreement: Refers to DHL Housing Agreement that all Residents must sign in order to participate in DHL Housing program.

All Gender Housing: A housing option in which two or more students share a multiple-occupancy Unit, in mutual agreement, regardless of each student's sex, gender, gender identity, or gender expression.

Apartment or Unit: Refers to apartment housing leased or owned by DHL.

Bedroom/Room: Refers to sleeping space designated by DHL.

Property: Refers to the entire grounds of any housing space leased or owned by DHL.

Courtesy Hours: Refers to any other time other than quiet hours where all Residents must comply with reasonable requests to maintain low levels of noise.

Guest: Refers to any person not assigned to the bedroom or unit being referenced.

Resident: A student of DIT that is participating in the DHL housing program.

Quiet Hours: The hours between 10:00 pm and 8:00 am everyday where Residents are required to keep their levels of noise low enough to not disturb anyone, including their direct roommate and other Residents living in their apartment, and other non-DHL residents in the building/s.

Residence Life Handbook Policies

1. Residence Life Facilities Use and Operational Policies

1.1 Bedbug Prevention

While bed bugs have not previously been a problem in DHL Apartments, we do have policies and procedures in place in case they are brought in by a resident or spread from a neighboring unit. Bedbugs are a serious community issue, and ALL residents are expected to comply with all instructions given to them within 24 hours if bed bugs are suspected or have been confirmed within the Units.

a. Bedbug Protocol

Any resident who suspects they may have bedbugs in their room or unit is required to immediately notify the Manager, a Resident Director and/or Resident Assistant. An inspection will be scheduled and treatment will be done if bedbugs are present. If the exterminator concludes that bed bugs are present in the room or unit, DHL will provide the affected resident(s) with a detailed list of instructions to prevent the spread of the infestation. Residents may be temporarily transferred to another space while their room is being treated and re-inspected. Residents will be asked to leave all belongings in the room for treatment while they are relocated. Resident owned belongings that are found to have bedbugs must be permanently removed or treated and re-inspected by trained professionals before being returned to the room.

DHL is not responsible for personal property that may be damaged due to bedbugs. If a resident is found to be the origin of a bedbug infestation in DHL housing, they will be held liable for all reasonable costs of cleaning and pest control treatments incurred by DHL. This may include costs to treat the unit for bed bugs, the cost to have their own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm approved by DHL, the payment of any lost rental income and other expenses incurred by DHL and the property owners to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other units, or other incurred costs.

If you suspect an infestation, remember:

- Don't panic!
- Contact the Manager, a RD, or RA immediately
- Do not move your mattress or any furniture out of the room or unit
- Do not go sleep in a friend's room or in places out of housing. If you actually have bed bugs you will only spread them to others
- Do not apply pesticides on your own

b. Prevention Measures

Preventing a bedbug infestation is much easier than eliminating one. As bedbugs are brought into buildings in the belongings of people, you should engage in these behaviors to prevent infestation:

- If you have previously lived anywhere that had a bed bug infestation, disclose that information to DigiPen Housing LLC staff, and provide documentation that all of my person personal property (including furniture, clothing and other belongings) have been treated by a licensed pest control professional
- Don't bring second-hand furniture or rugs onto campus. They can be common breeding grounds for bedbugs.
- Inspect your bed, backpack, and other common sources periodically. Be particularly diligent after traveling.
- Clean and reduce the clutter in your room to eliminate places for bedbugs to hide during the day.
- Wash clothes and linens frequently in hot water and dryer to kill any possible bugs.
- Learn to identify bedbugs and signs of their presence such as blood spots on sheets or an unexplained "rash" on your body.

1.2 Bicycles, Skateboards, Scooters and Rollerblades

Bicycle racks may be provided throughout the residential Properties and the DIT campus. It is strongly suggested that Residents bring a lock and have their names engraved or printed on the bicycle as identification. Bicycles and other items may not be left in the hallways, stairwells, balconies, or hubs at any time for safety reasons. DHL is not responsible for the theft of any items. In addition, bicycles or other modes of transportation (i.e. skateboards, scooters, etc.) may not be used inside any building.

Bikes cannot be stored in apartment units. Bikes found in the units will be removed. Bikes cannot be stored in hallways, stairwells, balconies, hubs or in areas that may block doors or windows. Some units include an outdoor storage room that may be used for bike storage as long as all residents of the unit agree. If a bicycle is found stored or locked in any area that is not a bike rack or designated for bike storage, DHL reserves the right to remove the bicycle, which may include the cutting of bicycle locks. Bicycle safety is ultimately the responsibility of the owner. DHL is not liable for any lost, stolen, or damaged bicycles. DHL is not liable for any loss or damage to bicycles or locks when improperly parked bicycles are removed by DHL. Residents may be additionally required to register their bicycles upon request. Failure to comply with requests to register a bicycle within 48 hours of the request may result in the removal or disposal of the bicycle from the premises at the cost of the resident.

1.3 Consolidation

If a vacancy occurs, the remaining resident may be required to consolidate room space by relocating to another Unit/Room where there is a vacancy, or DHL may assign another roommate to fill the vacancy in the current unit. Residents may be contacted by the DHL Staff to let them know the deadline for consolidation and provide a list of open spaces on campus to facilitate the selection of roommates. DHL reserves the right to reassign Units/Rooms or assign roommates at any time should conditions arise which necessitate such changes at the discretion of DHL.

1.4 FERPA (Family Educational Rights and Privacy Act)

DHL follows all of the guidelines outlined in the Family Educational Rights and Privacy Act (FERPA). Residents can choose to allow others to access select or all of this information, as they deem appropriate. While Residents are asked to submit a FERPA Release Form during New Resident Orientation, Residents can submit a new form at any time if they wish to change any or all of the permissions they have granted to others. DHL reserves the right to contact the parents or guardians of Residents at any time it deems necessary to address disciplinary violations or emergencies.

1.5 Furnishings and Equipment

Every bedroom is furnished with twin XL beds and closet space. Residents must provide pillows, blankets, spreads, bed linens, towels, and any other item they desire that is not provided nor prohibited by DHL. Residents are not able to bring large items, such as pianos, large safes, or full sized refrigerators with them, unless they receive written permission from a DigiPen Housing professional staff member (Manager or Resident Director). Residents are highly recommended to provide and use a waterproof, zippered mattress protector. Furniture provided by DHL can only be removed from a unit or bedroom by DHL in order to accommodate a medical or special needs request approved in writing by the Housing and Residence Life Manager or a Resident Director in conjunction with the Disability Support Services Coordinator. If furniture is removed from a Unit or Bedroom without approval, a resident may be charged a replacement fee for the removed furniture.

Residents may not alter, destroy, or affix anything to the furniture and appliances provided by DHL. No bunk beds maybe unbanked, bunked, lowered, or raised without permission from DHL. All beds must be left the way they are found on move in day and no safety equipment (i.e. railings) can be removed or tampered with in any way. If DHL approves a request to raise, lower, or move a bed, DHL staff will perform the act to ensure it is done correctly and safely.

1.6 Guests

The entertaining of guests or visitors in individual units is permitted as long as such visitation does not infringe upon the privacy and space of their roommate or other residents inside or outside the unit/bedroom. Total number of guests may not exceed 12 per unit.

At all times, residents are responsible for their guests. Guests are required to conform to all DHL policies and procedures while visiting. All guests of residents must carry photo identification. Individual guest visitation may not exceed three (3) days in a ten day period. Guests are allowed to stay overnight only if all occupants of the Unit/Bedroom agree to the visit. The number of overnight guests may not exceed one per resident without written permission from DHL Staff. Residents must ask for and receive their roommate's/unit mates' permission prior to having a guest in their unit/bedroom.

Guests under the age of 18 years old need documented parental permission submitted to a DHL Residence Life Professional Staff member at least two days before visit. Residents wishing to have guests stay beyond the three-day limit must receive advance written approval from the Manager or a Resident Director

Non-DIT students and non-DHL residents must fill out a guest pass. Guest passes can be found in the DigiPen Housing office. Guests and hosts must complete the pass fully and deliver the pass to the Manager or a Resident Director in the Housing office. Failure to complete a guest pass for all non DIT students and non DHL residents will result in disciplinary actions against the DHL resident who is hosting the guest.

1.7 Insurance

DHL is not liable or responsible for any damage, loss, or injury to person, personal belongings, or person or personal belongings of guests. Residents requiring coverage are strongly encouraged to purchase an additional rider to a homeowner's or rental insurance policy.

1.8 Keys

Apartment keys belong to DHL and are assigned to individual residents for their use only. Residents are responsible for carrying their assigned keys at all times. Keys are not to be loaned to anyone or duplicated for any reason. Residents may not change units/rooms and/or keys without the permission of DHL Staff. Lost keys must be reported to the DHL immediately. If keys are not located within 72 hours a lock change will occur. Lost keys will be replaced for a fee of \$5 for each key, plus a \$200 charge for lock changes.

1.9 Loft Policy

Residents may not construct lofts in their Units/Rooms.

1.10 Lounges/Living Rooms/Workspace ("Public Space")

Buildings may have formal lounges, living rooms, halls, kitchens, storage space, or work spaces. The furniture in any of these areas may not be removed or relocated, unless previously approved in writing by DHL.

1.11 Pregnant and Parenting Residents

DigiPen Housing LLC does not currently offer a family housing option, and non-student dependents are not permitted to reside in DigiPen Housing LLC units. Parenting students whose dependents do not reside with them are subject to the same opportunities and restrictions as outlined in the Guest Policy in section 1.7 of the Residence Life Handbook.

Students who are pregnant or become pregnant while living in DHL housing are eligible to remain residents throughout the duration of their pregnancy. Students who are pregnant or are planning to become pregnant while residing in DigiPen Housing LLC Units are encouraged to promptly speak to the Housing and Residence Life Manager or a Resident Director.

Although pregnancy itself is not considered a medical disability, people experiencing pregnancy as a student in higher education are protected by law under the Americans with Disabilities Act of 1990, and Title IX of the United States Education Amendments Act of 1972.

Disability Support Services (DSS) at DIT recognizes that medical, physical, or otherwise pregnancy-related issues, even if temporary or short-term, may arise that allows a pregnant student to access reasonable housing accommodations through DSS Office at DIT.

Accommodations are appropriate in the same manner we serve other students with disabilities residing in DHL housing. Please contact the Disability Support Services Coordinator as outlined in section 7 of the Residence Life Handbook for more information on this topic.

1.12 Quiet and Courtesy Hours

Quiet hours in the apartments and surrounding grounds are 10 p.m. to 8 a.m. every day. During quiet hours, residents must refrain from making noise that can be heard beyond the boundaries of their room or any unit space including, but not limited to, talking too loudly and the volume of TVs, radios, stereos, alarms, computers, washer/dryer or dish washer. Residents who repeatedly engage in disruptive behaviors will be subject to judicial action.

Courtesy hours are in effect 24-hours a day. Residents should approach fellow residents making a noise disturbance, at any time, with a request to keep the noise level down. If assistance is still needed, the resident should contact a Residence Life Staff member to enforce the policy. Residents must address the situation among themselves first before contacting Residence Life Staff.

1.13 Residence Life Duty

A Resident Assistant (RA) is on duty each night from 5:00 p.m. - 8:00 a.m. RAs alert and/or provide appropriate documentation to the on-duty DHL Professional Staff member for all incidents. Contact information for the on-duty Resident Assistant is posted in each DHL apartment.

1.14 Restricted Areas

Residents are prohibited from going on or into or storing any items in or on the apartment roofs, (except to evacuate during emergencies), and crawl spaces above ceilings, or any area not designated for such use.

1.15 Residents' Information

On the Application for Housing and on the Housing agreement residents are asked to provide information for emergency contacts and any relevant health information. DHL requests this information in case a resident is in a medical crisis and is unable to speak to provide information medical professionals may need or if the resident is found to be missing. This information will not be made public. Residents can change this information whenever they deem necessary by contacting a Residence Life Staff member and by updating their SRS profile.

1.16 Room Lock Outs

Residents locked out of their Units/Rooms may contact a Residence Life Staff member for assistance. Residents will be assessed a \$5 charge each time to utilize this service after the first utilization.

1.17 Single Bedrooms

Single bedroom requests as an accommodation for a documented disability must be made by submitting the appropriate medical documentation. It is the responsibility of the student with disabilities to make their housing accommodation request and complete intake with DSS at least four weeks in advance of the closing of the housing registration process, or as soon as a need for accommodation is determined. On-campus housing is limited; requests for housing accommodations are considered on a space-available basis.

1.18 Unit/Room Changes

Residents may not make a room change without prior written approval by an authorized a DHL Residence Life professional staff member. If DHL approves the Room change request, the resident will be assessed a Room Change Charge of \$35.

Unit/Room change requests are not permitted during the first two (2) weeks of the semester. A member of the Residence Life Staff may make an exception to this policy based on extenuating circumstances. After that time, Unit/Room changes may be requested as follows:

- 1.** Residents must meet with a Resident Director or the Director to discuss reasons for wanting a Unit/Room change. A roommate contract and conflict mediation with the involvement of a Resident Assistant must be completed before moving forward in the unit/room change process if the motive for the request is found to be centered on a roommate conflict.
- 2.** If roommate mediation involving a Resident Assistant is not effective, a resident will then arrange a meeting with the Resident Director to make a request and obtain a Unit/Room change request form. The Resident Director or the Director may request a meeting with all roommates in the Unit to further attempt to mediate the situation.
- 3.** A completed unit/room change form must be returned to the Resident Director or the Manager for approval and processing.
- 4.** Unit/Room Change requests will be granted in order of priority, with medical accommodations being granted first, followed by severity of living situations. Note: Space is limited and request may take time to process due to the availability of open units/rooms.

5. Once the unit/room change has been approved, the resident is responsible for checking out of the current unit/room at the date approved.
6. Keys are exchanged with the Residence Life Professional Staff member upon approval of the professional staff member and must be done by the date indicated on the unit/room change form.
7. The Resident is then responsible for updating their mailing address with the U.S. Postal Service and the Student Records System (SRS) at DIT.

If a resident does not follow proper Room Change Procedures, they will be assessed an Improper Room Change Charge of \$100 in addition to the Room Change Charge of \$35. If the keys to the originally assigned room are not returned to a residence life staff by the room change deadline (typically 48 hours), the resident will also be assessed an additional charge of \$100 a day until the keys to the originally assigned room are returned. They resident will also be assessed a Lock Change Charge of \$200 plus \$5 for each additional unreturned key.

If a resident makes a room change without prior approval, they will be assessed an Unauthorized Room Change Charge of \$100, in addition to the Room Change Charge of \$35. They will also be charged of \$100 a day until either (1) the room change has been approved and they have Checked-out of their originally assigned Room, or (2) they have moved back to their originally assigned Room.

If a resident is reassigned a room between semesters and do not comply with the deadline specified when the Room change is approved, they will be charged \$100 a day for continued occupancy of the original room plus the Improper Room Change Charge of \$100, and their belongings may be packed, stored and/or disposed of at the resident's expense.

1.19 Vehicles

All Residents who wish to park their vehicle on DHL Property must register their vehicle with DHL during move-in. Permission to park a vehicle obtained after move-in must first be obtained from DHL before using a DHL parking space. Parking is not guaranteed for all residents.

Residents must abide by the parking rules and regulations held by the property in which they are assigned. DHL is not liable for any damage to or theft of any vehicles or items in or attached to vehicles parked on DHL leased or owned properties. Residents and guests park in parking lots at their own risk, and should take any necessary steps (i.e., locking doors, etc.) to secure their vehicles.

2. Safety and Security Policies

To prevent the intrusion of unauthorized persons, and for the safety of the occupants, Apartments should be locked at all times. Access to the Apartments is granted to authorized personnel and Residents. Questions regarding access should be addressed to DHL Residence Life Staff. DHL will not assume responsibility for damaged, lost or stolen items. It is each Resident's responsibility to lock their apartment to protect valuables and enhance personal security.

During emergencies, Residents must vacate their apartments and meet in designated emergency meeting areas posted on the back side of each apartment door. It is every Resident's responsibility to know where their designated emergency meeting areas are located.

2.1 Doors

Residents are prohibited from propping open Unit doors, building doors, egress doors, or interior fire doors.

2.2 Earthquake Procedures

Response to an earthquake varies, depending on whether one is inside a building or outside.

- a. If a Resident is inside:
 - Take cover under a desk or table and hold on. If your cover moves, move with it. Brace yourself in a doorway if cover is not available. Avoid outside doorways or high use doorways.
 - Stay away from windows and objects that can fall.
 - When the shaking stops, move cautiously outside. Be careful of falling building materials, downed utility lines, and uneven ground

- Once outside, get away from the building and report to the emergency meeting area. Remain in the emergency meeting area until instructed to leave by DHL Residence Life Staff, Redmond Fire or Police personnel or a staff member of DIT. Additional information will be provided at emergency meeting areas.
- Notify DHL of any missing or injured persons.
- Do not go back into the apartment until notified by DHL Residence Life Staff, Redmond Fire or Police personnel or a staff member of DIT.

b. If a Resident is outside:

- Stay away from buildings, trees, utility poles, and other items that can fall unexpectedly. Also stay away from equipment and vehicles that could move suddenly.
- Get low to the ground and protect your head with your hands.
- Do not take shelter in doorways or under walkways.
- Go to the emergency meeting area and wait until told to leave by DHL Residence Life Staff, Redmond Fire or Police personnel or a staff member of DIT. Additional information relating to the emergency will be provided at emergency meeting area.
- Notify DHL of any missing or injured persons.

2.3 Emergency Closures and Snow Delays

For the most up to date information on emergency closures and snow delays, all residents should keep up to date contact information in SRS as well as checking their DIT webmail account. Residents will be notified through ReGroup to notify them of school closures. During emergency closures and delays, Residence Life Staff will remain on duty and available to residents.

2.4 Fire Prevention: Equipment and Control

All Units are equipped with smoke detectors and contain a fire extinguisher. Residents are required to report any smoke detector or fire extinguisher that is not operating correctly or damaged to their RA immediately. Residents must evacuate buildings during fire alarms. Tampering with fire equipment or falsely pulling a fire alarm will result in judicial charges as outlined in the Resident Conduct Code.

2.5 Health and Safety Inspections

Officials of DHL will conduct periodic inspections of the units and other DHL facilities in order to evaluate needs for maintenance, repair and custodial care, and to test smoke detectors.

At the beginning of each vacation period and at routine intervals (usually on a monthly basis), a health and safety inspection will be made of all units/bedrooms by the Residential Life Staff, Facilities staff, or other DHL officials. Items in violation of the Resident Conduct Code and/or Residence Life policy that are in plain sight during such routine inspections will be confiscated, and the matter will be referred for judicial proceedings in accordance with the Resident Conduct Code. Confiscated prohibited items will not be returned to residents.

2.6 Illness and Injury

DHL does not provide emergency medical care and is not responsible for illness or injury to residents or their guests while in on DHL grounds. For emergencies, please call 911 first before notifying a Resident Assistant.

2.7 Missing/Unresponsive Resident Policy

DHL considers the safety of our Residents to be essential in the creation and maintenance of an environment where learning is encouraged and supported. Any reports of a Missing/ Unresponsive Resident (student is not responding to phone calls and other forms of communication) should be directed to either a Resident Director, the Housing and Residence Life Manager, or the DIT Student Affairs Department in person or by telephone at 425-629-5034. A student can also call the Resident Assistant on duty for assistance.

2.8 Apartment, Unit and Bedroom Entry and Search Procedures

Staff members have the absolute right to enter any Residential Unit and/or Bedroom to address maintenance concerns, conduct routine health and safety checks, and initiate Unit/Bedroom searches if warranted. For all levels of entry, DHL will enter whether or not Resident/s are in the Unit or Bedrooms.

a. Entry Causes

Entrance into Apartment Units and Bedrooms is classified at three levels:

1. **General Entry:** A 24-hour notice will be given via email or Flyer postings for the following:
 - periodic health and safety inspections
 - fire alarm inspections
2. **Routine Maintenance:** By requesting a maintenance repair, a Resident has granted permission by all Residents living in the Unit for a maintenance representative to come into the apartment Unit and/or Bedroom/s to make the repair. In addition, maintenance personnel may enter the unit to verify damages or to perform other maintenance services. In most instances, written notice will be posted in main entrance ways for the Residents in the Unit to see. Questions regarding this procedure may be directed to Residence Life Staff.
3. **Probable Cause (investigative entry):** Entry into a Unit/Bedroom based on a reasonable suspicion of violations that are determined by Staff members in Residence Life and Student Affairs Administration. No advance notice will be given to the Residents in the Unit. Probable cause includes, but is not limited to, reasonable suspicion of any of the following:
 - Unauthorized entry by a person other than the Resident(s) of the Unit
 - Theft
 - Sexual misconduct
 - Possible violation of local, state or federal laws
 - Alcohol
 - Pets
 - Smoking
 - Unregistered guests
 - Missing persons
 - Violation of the network acceptable use policy
 - Excessive noise
 - Drugs
 - Endangerment of persons relating to mental/physical illness, sexual assault or other assault, alcohol or drug- related illness
 - Disruptive conduct/aggressive behavior
 - Fire safety
 - Misuse or tampering with emergency equipment
 - Weapons and/or fireworks
 - Hazing / bullying
 - Emergency maintenance repairs
 - General courtesy issues (such as alarms, stereos or other items causing a disturbance for the community when there has been no response by the occupant)

b. Unit/Bedroom Search Protocol

1. **Individuals involved in the search:**
 - To the extent practicable, searches will be conducted by at least two (2) individuals from the Residence Life Staff.
 - In the event that two (2) Staff members are not available, a Residence Life Staff member may ask a resident to serve as a witness to the search.
2. **Responsibilities of those conducting the search:**
 - Residence Life Staff must announce themselves before entering the Unit/Bedrooms and identify themselves for any of the Residents who may be present.

- The Residence Life Staff will take the lead in searching the room.
- Residence Life Staff and RAs are responsible for keeping the doorways clear and the residents in sight while the search is being conducted.
- Residents of the room are permitted to witness the search. Non-residents of the Unit/Bedroom being inspected may be asked to leave.
- The search will take place whether or not any residents are present during the search.

3. Information Collection

- All illegal or prohibited items confiscated are labeled by Residence Life Staff.
- All items are held in Housing Department until further notice, and illegal items will be subsequently photographed, disposed of or turned over to local authorities.
- Care will be taken in disturbing a resident's personal property as little as possible in the unit.
- All confiscated items will be documented and included in the Incident Report (IR).
- All possessions may be searched (i.e. drawers, bags, closets, book bags, etc.)
- A physical search may not be conducted of a person; however, the Residence Life Staff may ask the Resident to empty pockets, etc. Failure to comply with this request may result in DHL contacting law enforcement authorities and will be considered failure to comply with possible judicial action.

2.9 Snow Emergencies

Residents will be notified through email regarding instructions for parking during a snow emergency. Resident assistants will also post snow emergency instructions in the apartment complexes. Each apartment complex may have specific rules for parking if there is a snow emergency. Failure to comply with snow emergency parking procedures will result in possible fines and towing at the owner's expense.

3. Prohibited Items Policy

Possession or use of prohibited items listed below on DHL property constitutes a violation of DHL Resident Conduct Code.

3.1 Alcohol and Alcohol Paraphernalia

Alcoholic beverages, and open or closed containers of alcohol in all DHL areas, both in the buildings and on the grounds, regardless of resident's age, are strictly prohibited. Alcohol bottles and containers (full or empty) are not permitted, even as decorations, in units. They may be confiscated and not returned during routine Health and Safety inspections or at the discretion of Residence Life Staff.

3.2 Athletic or Recreational Equipment

Athletic or recreational equipment or any other potentially dangerous or damaging equipment is prohibited in the Apartments, unless approved by Residence Life Staff in writing.

3.3 Drugs and Drug Paraphernalia

Possession, use, manufacture, storage, distribution, or sale of illegal or controlled substances, inhalants, or paraphernalia associated with illegal or controlled substances, is strictly prohibited. Illegal drugs, as referred to in this policy, include drugs that are not legally obtainable, as well as drugs that are legally obtainable but are obtained or distributed illegally or used for illegal or unauthorized purposes, are strictly prohibited. Marijuana and marijuana associated devices are prohibited even when accompanied by a medical license. All prohibited items may be confiscated and not returned during routine Health and Safety inspections or at the discretion of Residence Life Staff.

3.4 Fireworks and Hazardous Materials

Possession, storage, or use of fireworks, smoke bombs, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials, is strictly prohibited unless sanctioned by DigiPen Housing LLC staff in writing, in which case proper storage is required.

3.5 Pets

A pet is any animal kept for ordinary use and companionship. Service animals and emotional support animals, as defined in the Service Animal and Emotional Support Animal Policy are not considered pets. Pets are prohibited indoors on the DigiPen campus and in DHL leased properties.

3.6 Prohibited Housewares

The following house ware items are not allowed within DigiPen apartments and properties. Prohibited items may be confiscated and not returned:

- Electrical equipment with exposed heating elements, such as hot plates, halogen lamps, and sun lamps, etc. (with the exception of Conventional Toasters and toaster ovens)
- Air conditioners are not permitted in Apartment windows
- More than one heavy-duty extension cord per Bedroom or Living Room
- Any item possible of creating an open flame (i.e. candles, candles without wicks, oil lamps, etc.). Residents are not permitted to burn incense, burn herbs (“smudging”), cones, or other similar items (For ceremonial/religious use, please contact a Resident Directors)
- Antennas and satellite dishes may not be affixed to the exterior of the Apartments
- Waterbeds
- Bottle caps in lampshades

3.7 Weapons and Hunting Equipment

Possessing, manufacturing, transporting, displaying, wielding/brandishing, selling, distributing and/or using a dangerous article, substance, or weapon (or item that may be construed as a weapon, including replicas) with the potential to injure, discomfort, or threaten a person, is strictly prohibited. Examples of weapons include, but are not limited to, rifles, shotguns, handguns, ammunition, air powered guns (e.g., BB guns, pellet guns, paint guns, etc.), bows/arrows, mace, swords, and knives with either blades longer than three inches (that are not used for culinary purposes) or a blade that projects or swings into position by force of a spring (i.e., switch blade). DHL will confiscate any and all weapons, and the items will not be returned. Residents found responsible of possessing weapons on DHL properties and/or DIT campus will face judicial actions up to and including expulsion. Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

4. Resident Conduct Code

DHL adheres to the belief that Residents learn and develop by taking responsibility for their actions. Our disciplinary process is designed to help Residents understand how to succeed and recognize their impact as a part of a larger community. These skills are vital to becoming a professional leader in any industry. Violation of the Resident Conduct Code will result in disciplinary action defined in the Disciplinary Process and Procedures section of the Handbook.

Definitions of Conduct that Constitute a Violation of the DHL Resident Conduct Code:

4.1 Abuse

Physical abuse, verbal abuse, emotional abuse, threats, intimidation, harassment, coercion and/or other conduct that threatens or endangers the health or safety of self or any person are strictly prohibited.

4.2 Alcohol Use

Consumption of alcoholic beverages, regardless of Resident’s age, is strictly prohibited.

4.3 Bullying and Cyber Bullying

Aggressive behavior that involves unwanted, negative actions that show a pattern or repeat over time is strictly prohibited.

4.4 Community Standards

It is expected that residents keep their Bedroom and Common Areas within their unit clean. Residents are also expected to keep noise levels to a minimum and keep to the quiet hours given. If a unit is found excessively unclean and/or found to be extremely noisy a disciplinary action can take place.

4.5 Destruction of Property

Damage, destruction, or theft of DHL property or property belonging to others, is strictly prohibited. Residents may be required to pay DHL to replace the damaged, destroyed, or missing items. Residents agree to report accidental damage.

4.6 Disrespectful Conduct

Language or behavior that disrespects and/or demeans another person is strictly prohibited.

4.7 Disruptive Conduct

Interference with any event or other DHL function by any form of deliberate disturbance or disruption; noise or general disorderliness that creates an unreasonable disturbance and/or trespasses on the rights of others; lewd or indecent behavior, including use of electronic or other devices to make an audio, video, or photographic record of any person without their consent, are all strictly prohibited. No Resident shall engage in behavior that poses a direct threat to the health or safety of self or others.

4.8 Failure to Comply

Failure or refusal to cooperate with a reasonable request by a DHL official (or emergency response or law enforcement personnel) acting in good faith and within the scope of their duties, including but not limited to, failure to cease the prohibited conduct, failure to produce identification, failure to respond to judicial notification letters (DHL Staff or Appeals and Disciplinary Committee), or interference with or failure to cooperate with an investigation by DHL, including any meetings or proceedings that occur, may result in disciplinary and/or legal actions.

4.9 Failure to Report

Failure to report and/or vacate the premise in which a violation of the Resident Conduct code is taking place, may result in disciplinary actions, even if the Resident is not engaging in the violation themselves.

4.10 Falsification

Providing false information to any DHL official or providing false information during a disciplinary proceeding is strictly prohibited.

4.11 Fire Safety

Actions including, but not limited to the following are strictly prohibited:

- Misuse of fire safety equipment (including but not limited to fire extinguishers, sprinkler system, etc.)
- False reporting of a fire
- Tampering with or causing malfunction of a pull station
- Any use of fire places
- Tampering with a smoke detector
- Setting or causing a fire in a building
- Setting or causing a fire in any outdoor area without advance written approval by DHL staff
- Remaining in a building during a fire alarm.

4.12 Gambling

No gambling of any kind is permitted.

4.13 Guest Policy

Violation of the Guest Policy as outlined in the Residence Life Facilities Use and Operational Policies Section of the DHL Residence Life Handbook is strictly prohibited. Residents are responsible for the registration and behavior of their Guests or visitors in accordance with the Guest Policy as outlined in this Handbook.

4.14 Harassment on the Basis of Protected Characteristics

In accordance with applicable laws, DHL prohibits sexual harassment and harassment of any kind between faculty/staff and students, between students and students, between faculty/staff/students and others, because of race, sex, color, national origin, ancestry, religion, physical or mental disability, veteran status, age or any other basis protected by federal, state or local law. Any such harassment may violate the law and will not be tolerated. DHL's policy prohibits inappropriate conduct and reserves the right to sanction students for behaviors that it deems inappropriate, even though it may not reach the legal standard for harassment. If it reaches legal standard, WA law and penalties may also be applied.

4.15 Hazing

Hazing is strictly prohibited. DHL defines hazing as any physical, mental, emotional, or psychological act which occurs on- or off-campus and subjects another person, voluntarily or involuntarily, to anything that may abuse, mistreat, degrade, humiliate, harass, or intimidate them; or may in any fashion compromise their inherent dignity as a person. Also, the requirement by any Resident or organization member that another member or Resident participate in any activity which results in the above or which is against DHL policy or state/federal law will be defined as hazing. Every Resident has the right to be free from the humiliation and danger of hazing. Hazing is socially irresponsible and contrary to the mission, values, and community standards of DHL.

4.16 Improper Assistance

To assist or encourage others to commit any prohibited act is strictly prohibited.

4.17 Local, State and Federal Laws

Being convicted of violating a local, state, or federal law or ordinance.

4.18 Motor Vehicles

Violation of the Motor Vehicle policy as outlined in this Handbook, is prohibited. In addition, continued violations of the Motor Vehicle Policy may be referred for judicial action by DHL and Washington State.

4.19 Network Acceptable Use Policy

Any abuse or interference with computers or computer access that disrupts or infringes on the rights of others as outlined in this Handbook is not permitted

4.20 Noise Policy

Violation of the Noise Policy as outlined in the Residence Life Facilities Use and Operational Policies Section of the DHL Residence Life Handbook is strictly prohibited.

4.21 Off-Campus Behaviors

Committing socially irresponsible and/or illegal acts that violate the Resident Code of Conduct while off DHL leased or owned Property, is strictly prohibited. (DHL reserves the right to discipline Residents for acts that Residents are found responsible for while off DHL leased or owned Property.)

4.22 Other DHL Policies

Violations of other published DHL policies in hard copy or available on DHL or DIT website, including but not limited to, the *DigiPen Institute of Technology Course Catalog*, the *DigiPen Institute of Technology Student Handbook*, the *Handbook for Registered Student Clubs*, policies relating to discrimination, discriminatory harassment, sexual misconduct, computer use and Apartments, are strictly prohibited.

4.23 Painting, Decorating or Hanging Items on Walls in Residence Halls

Residents are not allowed to paint or write on any wall or surface found inside and/or outside their Apartments.

Residents are only allowed to use white poster putty when attaching items to walls. The poster putty must be removed when the Resident vacates the property permanently. Residents are not allowed to use any other method when hanging items, including, but not limited to: nails, staples, tacks, tape of all varieties, any non-white poster putty, hooks, and adhesives of all varieties. Residents will be charged for returning the walls and ceiling to their original state (starting from Resident's occupancy date) if altered.

4.24 Possession of Prohibited Items

Possession or use of any of the prohibited items listed in the Prohibited Items Policy Section of the DHL Residence Life Handbook.

4.25 Projectiles

Objects of any kind may not be thrown, dropped, propelled, or poured from Unit, Apartment, and/or building windows, balconies, ledges, landings, or stairwells.

4.26 Providing Alcohol to Minors

It is strictly prohibited for Residents to purchase for or provide alcohol to minors.

4.27 Public Display

It is strictly prohibited to put advertisements or items (i.e. signs, posters, photographs, empty or full bottles, etc.) that represent or promote illegal drug and/or alcohol products anywhere in the Apartments, Units, or Bedrooms. It is also strictly prohibited to put advertisements or items (i.e. signs, posters, photographs, etc.) that represent or promote acts or beliefs of violence, racism, hate or are sexually explicit anywhere in the Apartments. It is up to the DHL staff to decide what is appropriate and not appropriate to display. If Residents are unsure of their postings appropriateness, they should show the item to a DHL staff member for confirmation.

4.28 Public Spaces

Public spaces are provided to meet academic and social needs. Sleeping is not permitted in public spaces.

4.29 Sexual Harassment

Violation of the Sexual Harassment Policy as outlined in Anti-Harassment and Misconduct Policies Section of the DHL Residence Life Handbook is strictly prohibited.

4.30 Sexual Misconduct

Violation of the Sexual Misconduct Policy as outlined in the Anti-Harassment and Misconduct Policies Section of the DHL Residence Life Handbook is strictly prohibited.

4.31 Smoking

DHL properties are all smoke-free - that is, smoking of any substance through any medium (including hookah and E-Cigarette) is prohibited in all DHL vehicles, Apartments, Units, buildings, and Properties. If Residents choose to smoke, they must leave Property owned or leased to DHL to do so.

4.32 Theft

Unauthorized acquisition, removal or use of others' personal or DHL/DIT property, including but not limited to computer files or data, email or other electronically stored information or service; mutilation and/or theft of library material, are strictly prohibited. Possession of property on DHL premises stolen from DHL or from others is also considered as theft.

4.33 Unauthorized Entry or Use

Illegal or unauthorized entry into any DHL facility; using or attempting to use DHL property in a manner inconsistent with its designated purpose; tampering with property, services, or resources belonging to DHL, guests, or approved vendors; duplication of keys, computer access codes or other devices meant to provide access to unauthorized areas or information, are all strictly prohibited

5. Disciplinary Process and Procedures

The DHL disciplinary process has been established as the communities' method for resolving reported violations of DHL policy brought forward by Residents, faculty, Staff, municipal authorities or other members of the community regarding the behavior of Residents. DHL Staff review all such complaints and any related incident reports or information and determines the method of resolution. Resident complaints regarding other Residents will be reviewed, and the DHL Staff will make a determination as to judicial charges and the appropriate method of adjudication. Resident complaints regarding faculty or staff members shall be resolved in accordance with the faculty or staff handbooks of DigiPen Institute of Technology. Resident complaints regarding persons who are not members of the DHL or DIT community shall be referred to the appropriate WA state authorities.

5.1 Methods of Adjudication

Depending upon the nature of the alleged infraction DHL Staff have the discretion to decide which of the following methods, or some combination or variation on them, is the most appropriate procedure in a particular situation:

a. Informal Resolution

In some instances, incidents and/or allegations are most appropriately resolved in a manner not resulting in formal judicial charges. This may include, but is not limited to, meeting with a Resident Director, the Housing and Residence Life Manager, the Dean of Students, a staff member in the Counseling Center and/or other faculty/staff or other campus or off-campus resources as deemed appropriate by DHL.

b. Conduct Review Meeting

A Conduct Review Meeting is conducted by a Residence Life administrator, in most cases a Resident Director or the Director of Housing. A Conduct Review meeting is arranged to adjudicate most first-time violations and/or violations where separation from DHL or DIT is not a likely or potential outcome. In cases where separation from DHL or DIT is a likely or potential outcome and depending on the nature and circumstances of the violation, the Housing and Residence Life Manager, the Director of Student Life or the Dean of Students may arrange for a meeting of the Appeals and Disciplinary Committee.

c. Appeals and Disciplinary Committee

The Appeals and Disciplinary Committee resolves matters of appeal or dispute of fact for Conduct Review Meetings. The Appeals and Disciplinary Committee is also arranged when the possible outcome of an incident may result in sanctions including but not limited to, disciplinary probation, suspension or expulsion

d. Administrative Decision

DHL and DIT reserve the right to place a Resident on interim suspension, or expel or suspend a Resident at any time, when conduct is deemed to be in violation of DHL policies or in situations where the Resident poses a risk to others, DHL and/or DIT. In taking such action, DHL and DIT need not assign further reasons. At the discretion of the Dean of Students, or their designee, and following individualized assessment, a Resident who is determined to be a danger to self or others, or in which the behavior of the Resident significantly disrupts the living and learning environment in the Apartments, DHL Properties, or on DIT campus, may be involuntarily or administratively withdrawn, suspended or expelled

5.2 Conduct Review Meeting Procedures

The following procedures are guidelines only, which will be followed to the extent they are practical and appropriate in a given situation. The fact that all guidelines are not followed in a particular situation will not affect the validity or appropriateness of a disciplinary decision or process.

1. Reports of alleged violations of the Resident Conduct Code or DHL policies are made by members of the community or faculty/staff members in the course of their duties to the Student Affairs Department and/or Housing Department via Incident Report Forms.

2. Incident Report Forms or complaints brought forward by other means are usually reviewed expediently by, where practical, a Resident Director, the Housing and Residence Life Manager, the Director of Student Life, and the Dean of Students.
3. Absent extenuating circumstances, within seven (7) business days of the report or identification of the alleged violation, the Resident is usually notified in writing to attend a Conduct Review Meeting. The following information will be provided:
 - Time, date and location of the meeting
 - Name and contact information of staff member
 - Section of the Resident Conduct Code allegedly violated
 - Date of the alleged violation

In the event of a justifiable scheduling conflict, the Resident has three (3) business days following written or electronic notice of the meeting to notify the appropriate staff member to reschedule. All Residents are required to check their email once a day during the week. Not checking your email is not an excuse that will be accepted for missing this notification or attending required meetings.

4. The Resident attends the scheduled meeting. At this time, the Resident may respond to any and all alleged violations and review relevant incident reports and documents and provide relevant oral or written information. The Resident Conduct Code and the relevant procedures for resolution will be explained and an opportunity for questions will be provided. Legal counsel, parents/guardians, or other representatives are not permitted at this Conduct Review Meeting. At this time, one of the following will occur:
 - Charges dropped
 - Resident does not accept responsibility
 - Resident accepts responsibility
5. In some instances, more information may be needed in order for a decision to be rendered. The Staff member holding the Conduct Review Meeting may adjourn the meeting in order to gather more information, talk with other relevant parties, etc. A follow-up meeting will be set to bring the matter to closure.
6. If the Resident accepts responsibility, sanctions are assigned as appropriate, and are effective immediately upon the close of the meeting.
After the Conduct Review Meeting has been completed, the resident will be sent a sanction letter that outlines the outcome of the case, sanctions, and any other follow-up that is required.
7. If the Resident does not accept responsibility, the adjudicating officer renders a decision and assigns sanctions if the Resident is found responsible. If a Resident is unsatisfied with the decision made by the adjudicating officer, they may appeal. Please see the "Appeals Process" below for Incidents Occurring in Residence Halls.

5.3 Appeals Process

The student has the right to dispute the decision of the DHL staff.

If the student wishes to make an appeal, the student must

- a. notify the Housing and Residence Life Manager of intent to appeal and
- b. must also provide a full explanation of the reasons for appealing in writing

... within one week of being notified of the decision. Exact contact information on the specific individual to appeal to is included in the decision letter sent to the student.

Appeal hearings take place before the Housing and Residence Life Manager. The DHL staff person who originally heard the case puts forth the reason for the original decision. As soon as possible after the hearing is completed, the Housing and Residence Life Manager will notify the student of the final decision in writing.

5.4 Appeals and Disciplinary Committee Meeting Procedures

The Appeals and Disciplinary Committee consists of DHL Staff, DIT faculty, and Residents who review appeals and higher level alleged policy violations. Resident representatives who serve on the committee must have and maintain a 2.5 GPA and must not have outstanding judicial charges or be on Disciplinary Probation at their time of service. Student representatives are chosen by the DIT Student Senate and confirmed by the Dean of Students. The Faculty representatives are full-time or

part-time employees of DIT and have volunteered to participate on the committee. A Procedural Advisor (a Staff or faculty member of DHL or DIT not participating in the decision making process of the alleged violation or appeal) serves to clarify procedures and brings the facts and circumstances of the alleged violation or appeal and any other relevant documents before the Committee.

1. A Resident may elect to have their alleged violation heard by the Appeals and Disciplinary Committee in lieu of having a Conduct Review meeting with a DHL employee or a Student Affairs staff member. The Resident Directors, Housing and Residence Life Manager, the Director of Student Life, and the Dean of Students may also decide, in his or her discretion, to refer an alleged violation to the Appeals and Disciplinary Committee in instances of disputes of fact, repeat offenses, or if an alleged violation may result in sanctions, including but not limited to disciplinary probation, suspension or expulsion.
2. The Procedural Advisor offers to meet in advance with the accused Resident to answer questions, prepares the relevant documents and information for the Appeals and Disciplinary Committee, and is present during the meeting to clarify any information or point of procedure. The Procedural Advisor is present during the Appeals and Disciplinary Committee deliberations, but does not vote and does not participate in the administration of sanctions.
3. The accused Resident is notified of the date, place, and time of the Appeals and Disciplinary Committee Meeting. That notification shall be given to the accused Resident within seven (7) days of the Resident electing the Appeals and Disciplinary Committee Meeting or being notified that the Appeals and Disciplinary Committee will review their alleged violation(s).
4. Appeals and Disciplinary Committee meetings are not open to the public. Parents, attorneys, or other outside representatives are not permitted to be in attendance (unless a criminal charge is currently pending against the Resident, in which case an attorney may be present to advise the Resident; the attorney may not, however, speak to or address the Committee orally or in writing or otherwise represent the Resident in the hearing).
5. The accused Resident may select a member of the DIT community to attend the meeting as an advisor to them. The advisor may not speak or ask questions during the meeting, but may consult with the accused Resident and suggest questions or points of clarification for them to address.
6. During the Committee meeting, information regarding the allegations is presented to the Committee by the Procedural Advisor. The Committee first discusses the information provided before bringing the accused Resident into the meeting room.
7. Once all of the information is presented to the Committee and they have had an appropriate amount of time to discuss, the accused Resident is allowed to address the Committee. The Committee will continue deliberating the incident regardless of the presence of the accused Resident. If the Resident is present, they will be asked to present their account of the alleged violation. DHL and the accused Resident may present witnesses and the Appeals and Disciplinary Committee members may ask for additional witnesses to appear before them. Character witness testimony is not permitted. The accused Resident will have the option to give a closing statement before leaving the meeting room.
8. The Procedural Advisor convenes the meeting in accordance with the Procedures outlined above.
9. After the meeting, the Appeals and Disciplinary Committee deliberates and determines, by majority vote, whether the accused Resident is responsible for the violation as charged and, if so, the appropriate sanctions. The accused Resident's prior Disciplinary Record will be brought forward by the Procedural Advisor during the sanctioning phase and will be considered as sanctions are determined.
10. After rendering a decision, the Appeals and Disciplinary Committee informs the Procedural Advisor of the decision. The Director of Housing or the Dean of Students provides a written decision letter to the Resident within ten (10) business days of the close of the Appeals and Disciplinary Meeting.

5.5 Sanctions and Definitions

a. Sanctions

The sanctions outlined below serve as a guide, not an exhaustive list. The adjudicating Student Affairs staff, Residence Life Staff or the Appeals and Disciplinary Committee determine final sanctions based on the specific facts and circumstances of the incident. The list below is meant to be illustrative, not a complete list of sanctions. Final sanctions are at the discretion of the Student Affairs Staff, Residence Life Staff or the Appeals and Disciplinary Committee adjudicating the case. In addition to the recommended sanctions outlined below, certain violations carrying specific sanctions are outlined at the end of the section. Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

All documented violations for which a Resident is found responsible are kept in judicial files. For sanctioning purposes, violations from previous years may be taken into consideration in the sanctioning phase at the discretion of the Student Affairs Staff, Residence Life Staff or the Appeals and Disciplinary Committee adjudicating the case.

b. Sanctions for Conduct Review Meetings

For all violations where a Resident takes responsibility or is found responsible for an alleged violation, sanctions include, but are not limited to one or a combination of:

- Disciplinary Probation
- Service Work
- Educational Sanctions (i.e. writing assignment, bulletin boards, etc.)
- Written Warning
- Monetary Damages, if applicable
- Fines
- Parental Notification
- Specific sanctions as outlined in the Fire Safety, Alcohol, Drug, Smoking, Apartments, or Destruction of Property section outlined in this Handbook.
- Interim Suspension (temporary suspension from DHL, including Residence Halls, until investigations close)
- Removal from Apartments (without refund of room and board)
- Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

c. Sanctions for Appeals and Disciplinary Committee Meetings

For all violations where a Resident takes responsibility or is found responsible for an alleged violation, sanctions include, but are not limited to one or a combination of:

- Disciplinary Probation
- Service Work
- Educational Sanctions (i.e. writing assignment)
- Monetary Damages, if applicable
- Written Warning
- Fines
- Parental Notification
- Interim Suspension (temporary suspension from DHL, including Residence Halls, until investigations close)
- Removal from Apartments (without refund of room and board)
- Disciplinary Suspension (without refund of tuition, room, board and fees)
- Disciplinary Expulsion (without refund of tuition, room, board and fees)
- Specific sanctions as outlined in the Fire Safety, Alcohol, Drug, Smoking, Residence Hall, or Destruction of Property section outlined in this Handbook.
- Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

d. Definitions for Disciplinary Process and Procedures Section

- **Accepts Responsibility:** A Resident who has been charged with a violation admits that they is responsible for that violation.
- **Apology:** A written or verbal apology to the individual who was inconvenienced, insulted, embarrassed, etc., by the accused Resident's behavior.
- **Appeal:** A written request submitted to the appropriate Staff member as outlined in the Appeal policy in the Resident Conduct Code.
- **Appeals and Disciplinary Committee Meeting:** The Appeals and Disciplinary Committee reviews instances of appeal, repeat instances of violations of the Resident Conduct Code, alleged violations involving significant dispute of fact or violations in which the sanctions may include but are not limited to suspension or expulsion. A Resident may also elect to have an Appeals and Disciplinary Committee Meeting rather than a Conduct Review Meeting.

- **Community Restitution:** A Resident who accepts responsibility or is found responsible for a violation of the Resident Conduct Code serves the community they have inconvenienced, insulted, embarrassed, etc. This restitution may be through assisting a faculty/staff member or working with a campus department. A specific number of hours and a deadline are set at the time of sanctioning.
- **Conduct Review Meeting:** The method of adjudication violations in which the sanctions are unlikely to include suspension or expulsion from DHL for the Resident who accepts responsibility or is found responsible. Student Affairs staff and Residence Life Staff members conduct and convene these meetings.
- **Confiscation:** The appropriation of certain items from a person or area that could be later used as information for an alleged violation of DHL policy. Confiscated items are not subject to be returned.
- **Decline to Accept Responsibility:** A Resident who has been charged with a violation of the Resident Conduct Code and does not admit that they are responsible for that violation.
- **Disciplinary Probation:** A Resident is allowed to continue enrollment at DIT with the understanding that, during the period of time while they are on Disciplinary Probation, any further violations of the Resident Conduct Code could result in suspension or expulsion from DHL and DIT.
- **Educational Sanction:** A sanction designed to provide an additional educational opportunity for a Resident who has been found responsible for violating the Resident Conduct Code.
- **Expulsion:** Permanent separation from DHL as a result of a judicial meeting or at the discretion of the Appeals and Disciplinary Committee, Dean of Students, the Chief Operating Officer or President. Expelled Residents are ineligible for readmission to DHL.
- **Fines:** Money to be paid to DHL by Residents who have been found responsible for specific violations of the Resident Conduct Code or other DHL policies.
- **Interim Suspension:** In certain circumstances where there is an alleged or perceived direct threat to self or others, the Dean of Students, or their designee, may impose a temporary suspension from DHL and/or DIT prior to formal judicial proceedings or administrative decision by the Dean of Students, Appeals and Disciplinary Committee, Chief Operating Officer or the President. Interim suspension may be imposed to (1) ensure the safety and well-being of members of DHL community; (2) to ensure the Resident's own physical or emotional safety and well-being; (3) if the Resident poses a direct threat of disruption of or interference with the normal operations of DHL; (4) if the Resident has been charged or is likely to be charged with a felony. During Interim Suspension, the Resident shall be denied access to DHL housing and/or the DIT campus (including classes) and/or all other DHL/DIT activities or privileges for which the Resident might otherwise be eligible, and/or may be subject to other conditions as the Dean of Students may deem appropriate.
- **Monetary Damages:** Fees assessed to Residents for damage done to an individual's or DHL's property. Damages may be assessed to individuals who have been found responsible for the damage and/or to a group of individuals found responsible. Damages not associated with specific individuals may be billed to both Residents who occupy a Bedroom, to all Residents who occupy an Apartment, or all Residents who occupy an Apartment or are involved in an organization.
- **No Contact Order:** A sanction given to a Resident or group of Residents that prevents them from communicating through any means with another Resident or group of Residents.
- **Parental Notification:** Parents will routinely be notified regarding violations in which a Resident accepts responsibility or is found responsible. They may also be notified prior to the adjudication of a case at the discretion of the Director of Housing. Parents may also be contacted if the Director of Housing believes that the Resident poses a danger to himself/herself or others.
- **Preponderance of the Information:** Standard of proof in Conduct Review Meetings and Appeals and Disciplinary Committee Meetings where it is "considered more likely than not" that the violation occurred.
- **Sanction(s):** Consequences imposed upon a Resident during the course of a judicial proceeding or by the Director of Student Affairs (or he/her designee) as outlined in the Resident Conduct Code.
- **Suspension:** Separation from DHL and/or DIT after being found responsible for a violation of the Resident Conduct Code. Suspension is imposed for up to one year. Readmission is not guaranteed into DHL housing or DIT.
- **Violation:** Committing any of the prohibited acts as outlined in the Resident Conduct Code or outlined in any other DHL/DIT policies contained in the Residence Life Handbook, Housing Agreement, DIT Course Catalog, or DIT Student Handbook.

- **Counseling Center Referral:** At any point during the investigation of an alleged violation or as a sanction for a violation for which a Resident has been found responsible, the Resident may be referred to DIT Counselor for an assessment. The content of the assessment is held in strictest confidence, but the Counselor will confirm that the Resident was assessed and provide recommendations as appropriate.
- **Witness:** Any individual who has witnessed an incident or has knowledge of an incident in which the Resident Conduct Code was allegedly violated may be called upon to provide a statement during the investigation or adjudication of the alleged violation.
- **Written Warning:** An official notice by a Staff member to a Resident who has violated DHL policy indicating that should the behavior in question should be immediately terminated, and if the behavior continues, additional disciplinary action will be taken. The written warning stays in the Resident's disciplinary record or file.

6. Anti-Harassment and Misconduct Policies

6.1 Bias Related Incident Process Overview

Bias-related incidents and/or hate crimes impede our ability to become communities of inclusive excellence. This protocol exists to ensure that DigiPen community members are clear regarding expectations related to reporting discriminatory harassment, including a bias-related incident or hate crime, by any faculty or staff member, student, or campus visitor.

Bias-Related Incidents reports may be submitted by an individual who directly experienced harassment/discrimination or witnessed the incident in some capacity. Incidents may occur where the responsible individual is known (e.g., comments or actions of an individual, jokes, vandalism, theme event or party) or unknown/ unidentifiable (e.g., shouting a bias-related comment from a car or home, graffiti, vandalism) Incidents could include comments made using technology (e.g., texting, email) and social media (e.g., Facebook, Twitter, Instagram, websites).

6.2 After a Bias-Related Incident is Reported

Any next steps are dependent on the nature of the case and the status of the alleged perpetrator (i.e., faculty, staff, student, or visitor). Cases involving student complainants and respondents will be resolved through the Disciplinary Process. The Office of Student Affairs may determine: no action is necessary, no violation of the Nondiscrimination and Anti-Harassment Policy has taken place, but the case should be referred to another designated official to investigate other possible policy violations; informal resolution is an option; and/or formal investigation and dispute resolution is required.

- Discussions regarding the incident and any follow-up will be handled with care and privacy. Information will be shared with staff and others at the institution on a need to know basis, while remaining in compliance with FERPA requirements.
- Retaliatory harassment as outlined in the Student Handbook also applies to Bias related incidents and will not be tolerated by DigiPen.
- Incidents where the perpetrator is unknown will still be forwarded to the Bias Related Incident Process team to determine appropriate follow-up and response.

6.3 Sexual Harassment and Sexual Misconduct Policy

DHL is committed to maintaining a positive emotional and physical environment in which all students have an equal opportunity to achieve success. DigiPen will not tolerate any acts of harassment or non-consensual sexual activity. Intimidation, harassment, and sexual misconduct violate the standards of acceptable behavior and academic freedom of all students on campus and in the DigiPen community.

The following policy and protocol applies to all situations in which the student believes that the student has been the alleged victim of sexual misconduct by a member of the DHL community or the community at large.

DEFINITION OF TERMS

Advisor of Choice

A student or employee has the right to have an Advisor of choice present during any meeting conducted under this policy. This Advisor can be any person who the student or employee chooses but may not have personal involvement regarding any facts or circumstances of the alleged misconduct. This Advisor's only function shall be to assist and/or consult with the student or employee. This Advisor may not act as a spokesperson. This Advisor may be an attorney but participation shall be limited as stated above.

Consent

Consent is a voluntary agreement to engage in sexual activity; someone who is incapacitated cannot consent; past consent does not imply future consent; silence or an absence of resistance does not imply consent; consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.

Confidential Resources

DigiPen employees who are required to maintain near-complete confidentiality. Speaking with these employees is referred to as a privileged communication. Privileged communications cannot legally be disclosed to another person without the consent of the individual who originally provided the information, except under very limited circumstances such as allegations involving the physical or sexual abuse of a child or vulnerable adult or an imminent threat to the life of any person.

Incapacitation

Incapacitation exists (but is not limited to) when a person is unaware, blacked out, unconscious, unable to make rational/reasonable decisions, and/or otherwise physically or mentally helpless to give effective consent.

Incapacitation does not excuse the accused party.

Responsible Employee (or Mandated Reporter)

A Responsible Employee is a DigiPen employee who has the authority to address sexual misconduct, who has the duty to report incidents of sexual misconduct or other student misconduct, or who a student could reasonably believe has this authority or duty.

Sexual Exploitation

Sexual exploitation occurs when a student takes non-consensual, unjust, and/or abusive sexual advantage of another individual for advantage or benefit of anyone other than the individual being exploited. The behavior may also constitute as rape, sexual assault, and/or sexual harassment. Examples include, but are not limited to:

- inducing incapacitation with the intent to rape or sexually violate another person,
- knowingly transmitting an STD
- prostituting another student
- taking non-consensual video, audio taping, or still photography of sexual activity and/or full or partial nudity,
- allowing others to observe an act of consensual sex without the knowledge or consent of the consenting partner.

Sexual Harassment

Sexual harassment includes, but is not limited to, non-consensual touching, bribery, demands for sexual favors, threats of physical and/or emotional harm, exposing one's self, undue attention, unwanted embraces or bodily contact, sexual gestures, and verbal abuse. Sexual advances, requests for sexual favors, and other conduct of a sexual nature constitute sexual harassment when:

1. such advances or requests are made under circumstances implying that one's response might affect educational or personnel decisions that are subject to the influence of the person making the proposal; and/or
2. such speech or conduct is directed against another and is either abusive or severely humiliating, or persists despite the objection of the person targeted by the speech or conduct; and/or
3. such speech or conduct is reasonably regarded as offensive and substantially impairs the academic or work opportunity of students, colleagues, or co-workers; and/or
4. such behavior may be an unwanted series of events or an unwanted single encounter that causes a reasonable individual worry, trouble, or concern.

Sexual Misconduct

Sexual misconduct includes all instances of sexual exploitation, sexual harassment, and non-consensual sexual intercourse (also sometimes referred to as rape and/or sexual assault).

Hostile Environment

A hostile environment includes any situation in which there is harassing conduct that is sufficiently severe, pervasive, and objectively offensive that it has the effect of unreasonably interfering with, denying, or limiting someone's ability to participate in or benefit from DigiPen's educational programs or activities.

Non-Consensual Sexual Intercourse (or Rape/Sexual Assault)

Non-consensual sexual intercourse consists of any sexual intercourse (urethral, anal, oral, or vaginal), however slight, with any body part or any object, by a person upon another person, without consent. Non-consensual sexual activity occurs if a person is forced to have sexual intercourse, or if sexual intercourse occurs under circumstances in which a person is unable to consent to such activities.

Sexual intercourse may involve vaginal, oral, urethral, or anal penetration by any body part or any object. The perpetrator may be known or unknown to the victim. The force necessary can be any amount (or threat) of force which places the victim in fear of injury or in fear of their life. The perpetrator need not use a weapon nor must they physically abuse the victim to make the victim fearful of injury or in fear of their life. The terms “acquaintance rape” and “date rape” refer to the above-described behavior perpetrated by someone known to the reporting party. Non-consensual sexual intercourse also includes knowingly transmitting a Sexually Transmitted Infection to another person.

Retaliatory Harassment

Retaliatory harassment is intentional action taken by an accused individual or allied third party that harms an individual as reprisal for reporting sexual misconduct or for participating in an investigation of sexual misconduct.

DigiPen prohibits retaliation against those who file a complaint or third-party report, or otherwise participate in the investigative and/or disciplinary process (e.g., as a witness). Retaliation will not be tolerated by DigiPen.

Title IX

Title IX is a law that protects against gender discrimination and provides for equal opportunity for students to pursue education and have equal and safe access to all of a school’s programs and facilities and protects these environments from becoming hostile environments. It is mandated through the Office of Civil Rights in the US Department of Education that institutions receiving federal funds or providing federal financial aid to students must adhere to Title IX’s rules and provisions.

Title IX Coordinator and Deputy Coordinator(s)

DigiPen Institute of Technology officer charged with investigating all complaints of violations of the Sexual Misconduct Policy.

DigiPen’s Title IX Deputy Coordinators:

Marshall Traverse, Dean of Students

mtraverse@digipen.edu

(425) 629-5034

6.4 Reporting an Instance of Sexual Misconduct

To report an instance of sexual misconduct, students should contact any responsible employee of DigiPen.

DigiPen encourages the reporting party of sexual misconduct to talk to a Responsible Employee so that the reporting party can get the support they need and so DigiPen can begin the Title IX investigation procedures.

Confidentiality

Different employees on campus have different abilities to maintain a reporting party’s confidentiality.

1. Confidential resources are required to maintain near complete confidentiality; talking to a confidential resource is sometimes called a privileged communication (e.g. Counselor).
2. All other employees (excluding those with privileged communication) are considered responsible employees (sometimes also called mandated reporters) and are required to report all the details of an incident (including the identities of both the reporting party and respondent) to the Title IX Coordinator. A report from these employees constitutes a report to DigiPen and obligates DigiPen to commence the Title IX investigative procedures.

Reporting to Responsible Employees

The following employees (or categories of employees) are DigiPen’s Responsible Employees:

- Student Affairs Staff, Faculty members, Administration staff, and Resident Assistants

A Responsible Employee must report to a Title IX Coordinator all relevant details about the alleged sexual misconduct shared by the reporting party. Responsible Employees are required to report any potential violation of the sexual misconduct policy to a Title IX Coordinator. If the reporting party wants to tell the Responsible Employee what happened but also maintain confidentiality, DigiPen will consider the request, but cannot guarantee that it will be honored. While reporting the details of

the incident to a Title IX Coordinator, the Responsible Employee will also inform the Title IX Coordinator of the reporting party's request for confidentiality. To the extent possible, information reported to a Responsible Employee will be shared only with people responsible for handling DigiPen's response to the report. A Responsible Employee should not share information with law enforcement without the reporting party's consent or unless the reporting party has also reported the incident to law enforcement. When a reporting party tells a Responsible Employee about an incident of sexual misconduct, the reporting party has the right to expect DigiPen to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably.

The Responsible Employee taking the report of sexual misconduct will fill out an Incident Report and will then submit that Incident Report to the Title IX Coordinator.

Resources

These resources are available for students following an incident of sexual misconduct:

ON-CAMPUS RESOURCES

Confidential Resources

Confidential resources are DigiPen employees with whom an individual can have a privileged communication. Privileged communications cannot legally be disclosed to another person without the consent of the individual who originally provided the information, except under very limited circumstances such as allegations involving the physical or sexual abuse of a child or vulnerable adult or an imminent threat to the life of any person. DigiPen's confidential resources are listed as follows:

DigiPen Counseling
counseling@digipen.edu
(425) 629-5015

Non-Confidential Resources

Responsible Employees (also sometimes known as "Mandated Reporters")

DigiPen's responsible employees are required to report all details of an incident (including the identities of both the reporting party and respondent) to DigiPen's Title IX Coordinator. To file a report of an incident of sexual misconduct, please contact a responsible employee.

Most members of the DigiPen community are considered responsible employees and are therefore obligated to report to DigiPen any information they receive about sexual misconduct. Employees who are categorized as responsible employees include (but are not limited to):

- DigiPen's Title IX Coordinator
- Student Affairs staff
- All faculty members
- Members of DigiPen's general Administration staff
- Resident Assistants
- Students employed in their work-related positions

Talking with any of these individuals constitutes a report to DigiPen. DigiPen commences the Title IX investigative procedures, described later in this chapter, in response to all reports of sexual misconduct.

OFF-CAMPUS RESOURCES

DigiPen provides this directory as a resource for students in crisis. DigiPen is not officially partnered with any of the following off-campus resources.

Redmond Police

8701 160th Avenue NE
Redmond, WA 98052
Main Phone: 425-556-2500

Redmond Hospital

8980 161st Avenue NE
Redmond, WA 98052
Main Phone: 425.899.2273

King County Sexual Assault Resource Center 24 Hour Resource Line:
888-998-6423

National Sexual Assault Hotline
1 (800) 656-HOPE (4673)

The Title IX Investigation Process

The Title IX officers (Title IX Coordinator, Deputy Coordinators, and Title IX Investigators) are charged by Title IX with investigating all complaints of violations of the Sexual Misconduct Policy.

1. Reporting Party contacts a Responsible Employee of the DigiPen community to report the incident.
 - Any student in the DigiPen community who believes they have been the victim of sexual misconduct as defined by the Sexual Misconduct Policy is encouraged to bring the matter to the attention of a Responsible Employee.
2. The Responsible Employee reports the incident to the Title IX Coordinator or a Deputy Coordinator who reports it to the Title IX Coordinator.
 - The Title IX Coordinator oversees DigiPen's review, investigation, and resolution of reports of sexual assault and harassment.
3. The Title IX Coordinator determines whether the conduct in question is a violation of the Institute's Sexual Misconduct Policy or regulations under Title IX.
4. If the conduct is found to be a violation of the Sexual Misconduct Policy, the Title IX Coordinator (or designee) initiates a prompt, thorough, and impartial investigation by trained Title IX Investigators. The Title IX investigation occurs independently of any criminal investigation initiated by the reporting party.
 - DigiPen may designate an investigator of its choosing, provided that the investigator has specific training and experience investigating allegations of misconduct. DigiPen will provide ongoing training for all investigators. Any investigator chosen to conduct the investigation must be impartial and free of any conflict of interest.
5. Investigation can last 30-60 days of receiving the complaint. This timeframe may be extended depending on the complexity of circumstances of each case.
 - The investigator(s) conduct the investigation in an appropriate manner considering the circumstances of the case. The investigation typically includes interviews with the reporting party, the respondent, and any witnesses. As part of the investigation, the investigator(s) provide an opportunity for both parties to present witnesses and other evidence. A reporting party or respondent has the right to an Advisor of Choice at any stage of this process. The interviews are supplemented by the gathering of any physical, documentary, or other evidence, as appropriate and available. The investigation is designed to provide a fair and reliable gathering of the facts. The investigation is thorough, impartial, fair, and all individuals are treated with appropriate sensitivity and respect. The investigation is conducted in a manner that is respectful of individual privacy concerns. The parties involved are notified when the investigation has commenced.
 - Information gathered during the review or investigation is used to evaluate the responsibility of the respondent, provide for the safety of the reporting party and the DigiPen campus community, and impose sanctions as necessary to address the effects of the alleged conduct. Where there is sufficient information alleged, if proven, that would constitute a violation of policy, DigiPen has the discretion to institute on campus judicial resolution proceedings against the respondent. At its sole discretion, DigiPen may remove a member of the community temporarily until the investigation is completed.
6. Title IX Investigators report the investigation findings to the Title IX Coordinator (or designee).
 - At the conclusion of the investigation, the investigator(s) and the Title IX Deputy Coordinator will prepare a report setting forth the facts gathered. The investigation report is presented to the Title IX Coordinator. Upon receipt of the investigation report, DigiPen will notify all parties that the investigation is complete and provide information about next steps in the process.
7. The Title IX Coordinator (or designee) determines the sanctions and) decides on appropriate measures to resolve allegations.
 - Based on the information gathered in the initial Title IX assessment and/ or investigation, the Title IX Coordinator (or designee) acting on the behalf of DigiPen will take appropriate measures designed to end the misconduct, prevent its recurrence, and address its effects. The decision is made using preponderance-of-the-evidence (i.e. more likely than not). The Title IX Coordinator (or designee), acting on behalf of DigiPen, makes a determination based on the present facts about the safety of the reporting party and the potential risk to other students.

- **Potential Outcomes Include (but are not limited to):**
 - **Judicial Charge:** The Chief Operating Officer—International (or designee), acting on behalf of DigiPen, is the administrator who determines whether or not the incident warrants a judicial charge. A student does not initiate a charge against another student, but may press charges using local, state, or federal procedures.
 - **Imposing Sanctions:** If deemed necessary, DigiPen may contact the respondent and may impose sanctions which include, but are not limited to: interim suspension from DigiPen and/or DigiPen Housing LLC; permanent expulsion from DigiPen, and a No Contact Order.
 - **Insufficient Evidence:** A Title IX Coordinator determines there is not enough information to justify filing a formal Sexual Misconduct charge and the disciplinary matter is dropped or other charges are assigned, as appropriate.
 - **False Report:** A Title IX Coordinator determines that the reporting party made a false statement and sanctions may be imposed.

8. Reporting party and respondent are notified of the decision via a simultaneous written notice.
 - A Title IX Coordinator (or designee) documents each report or request for assistance in resolving a case involving charges of sexual assault or harassment, whether made by the reporting party, a third party, or anonymously, and reviews and retains copies of all reports generated as a result of investigations. These records will be kept confidential to the extent possible., however, each report will be documented via an incident report and reported annually in adherence to the Clery Act (names will not be used).

Title IX Decision Appeals

Either party may submit a petition for an appeal to the Title IX Coordinator within five (5) business days of the date of the decision. Once an appeal is received, the other party will be notified and provided with an opportunity to review the submitted appeal and submit a written response within three (3) business days of the notification being sent. Deadlines may be extended at the discretion of the Title IX Coordinator under exceptional circumstances. Appeals are sent to the Title IX Appeals Board for review and consideration, normally within ten (10) business days but may be extended due to extenuating circumstances. The Title IX Appeals Board is comprised of the COO-International (or designee) and may include a combination of trained faculty and staff.

Appeals may be filed on one or more of the following grounds:

- I. A procedural or substantive error occurred that significantly affected the outcome of the case.
- II. There is new, relevant information that was not available at the time of the investigation that, if available, could have significantly affected the outcome of the case. This does not include statements from a Reporting Party or Respondent who chose not to participate in the investigation.

The presumption is that the investigation and decision processes were appropriately conducted and the burden is on the individual requesting the appeal to prove that the appeal has merit. Disagreement with the investigation findings or determination is not, by itself, a ground for appeal. All sanctions imposed by the Institute will be in effect during the appeal process. Title IX Appeals Board reviews are reviews of record only.

Upon review of the record, the Title IX Appeals Board may respond as follows:

- I. Determine the appeal lacks standing and is dismissed, in which case the original decision stands;
- II. Determine that the appeal has standing and remand the case back to the original investigator/team to consider new information or reevaluate previous information; or
- III. Determine that the appeal has standing and remand the case to a new investigator with specific corrective instructions.

If an appeal is granted by the Title IX Appeals Board, as noted above, the appeal officer will notify the Title IX Coordinator or Deputy Coordinators of the decision to take appropriate next steps. The outcome of the appealed decision is considered the final decision, and no further appeals are permitted. The decision of the appeal and any remanded decisions will be communicated simultaneously in writing by the Title IX Coordinator to both the Reporting Party and Respondent.

Provisions for Reporting Parties in Cases of Sexual Misconduct

Individuals whose complaints of sexual misconduct are being investigated by DigiPen can anticipate that:

- They will be treated with sensitivity, dignity, respect, and in an unbiased manner by all involved administrators, investigators, and adjudicators.
- They will have the option to choose non-participation in the Title IX investigation process.

- They will be informed in writing that their complaint of sexual misconduct is being investigated and of any other policy violations that may emerge through this investigation.
- They will be advised of DigiPen’s Sexual Misconduct Policy and the Title IX investigation process.
- They will be afforded the same rights and opportunities as the respondent throughout the investigation and adjudication process.
- They will be given periodic status updates throughout the investigation and adjudication process.
- They may access DigiPen and/or external resources for medical and counseling services.
- They may choose to pursue a formal complaint with external law enforcement authorities or other federal or state agencies at any time.
- They may invite a DigiPen student, faculty member, or staff member to accompany them at meetings regarding the investigation process.
- They may meet with the Chief Operating Officer—International (or designee) in person prior to the official determination of a finding.
- They will be informed in writing, concurrently with the respondent, of the finding issued by the Chief Operating Officer—International (or designee), as well as the outcome of any appeal.
- They will have the right to appeal the outcome based on the grounds designated in this policy, provided they have participated in the investigation process.
- They may retain legal counsel at any time, although legal counsel is not permitted to represent a student in a DigiPen investigation nor ask questions on a students’ behalf. Attorneys are only permitted to advise a student. Attorneys who wish to communicate about a case may contact DigiPen’s legal representation directly.

Provisions for Respondents in Cases of Sexual Misconduct

Students responding to complaints of sexual misconduct can anticipate that:

- They will be treated with sensitivity, dignity, respect, and in an unbiased manner by all involved administrators, investigators, and adjudicators.
- They will have the option to choose non-participation in the Title IX investigation process.
- They will be informed in writing that a complaint of sexual misconduct against them is being investigated, and of any other policy violations that may emerge through this investigation.
- They will be advised of DigiPen’s Sexual Misconduct Policy and the Title IX investigation process.
- They will be afforded the same rights and opportunities as the reporting party throughout the investigation and adjudication process.
- They will be given periodic status updates throughout the investigation and adjudication process.
- They may access DigiPen and/or external resources for medical and counseling services.
- They may invite a DigiPen student, faculty member, or staff member to accompany them at meetings regarding the investigation process.
- They may meet with the Chief Operating Officer—International (or designee) in person prior to the official determination of a finding.
- They will be informed in writing, concurrently with the reporting party, of the finding issued by the Chief Operating Officer – International (or designee), as well as the outcome of any appeal.
- They will have the right to appeal the outcome based on the grounds designated in this policy, provided that they have participated in the investigation process.
- They may retain legal counsel at any time, although legal counsel is not permitted to represent a student in a DigiPen investigation nor ask questions on a students’ behalf. Attorneys are only permitted to advise a student. Attorneys who wish to communicate about a case may contact DigiPen’s legal representation directly.

External Authorities and Incidents of Sexual Misconduct

DigiPen’s process will proceed as stated in the Title IX Investigation Process section of this Sexual Misconduct Policy independent of the reporting party’s filing of a police report. Responsibility lies with the individual student, not DigiPen, to take such action with external authorities. DigiPen may consult with and review information provided by municipal authorities, but DigiPen makes its independent determination about whether or not the Code of Student Conduct has been violated. DigiPen’s investigation and ultimate decision regarding the complaint proceeds independently of decisions made or not made by law enforcement authorities and/or by a court of law.

6.5 Anti-Harassment Policy

DHL recognizes that the protection of free and open speech and the open exchange of ideas are vital to the academic community. This recognition is, therefore, an important element in the “reasonable person” standard used in judging whether harassment has occurred. This policy is meant neither to proscribe nor to inhibit discussion, in or out of the classroom, of complex, controversial or sensitive matters, when in the judgment of a reasonable person they arise appropriately and with respect for the dignity of others. DHL also recognizes, however, that verbal conduct can be used specifically to intimidate or coerce and to inhibit genuine discourse, free inquiry, and learning. Such abuses are unacceptable. If a Resident believes that another’s speech or writing is offensive, wrong or hurtful, they is encouraged to express that judgment in the exercise of their own free speech or bring the matter to the attention of the Department of Student Affairs, who will proceed in accordance with procedures outlined in the Resident Conduct Code.

This policy is intended to protect all DHL Residents and applies to the conduct of DHL Residents, faculty, administrators, and staff. Any Resident who feels that they has been harassed or retaliated against as defined in this policy may file a formal grievance with the Department of Student Affairs. If a complaint is against a DHL administrator, Staff member or faculty member, the Department of Student Affairs will refer the complaint for handling to the appropriate DHL official or office. Residents should note that sexual harassment is also separately addressed in DHL’s Sexual Harassment and Sexual Misconduct Policy.

7. Housing Accommodations / Disability Support Services

DigiPen Institute of Technology is committed to providing equal access to all of its programs, courses, activities, events, and services. As required by the Americans with Disabilities Act of 1990 (the “ADA”) as amended, and Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) as amended (P.L. 93-16), DigiPen will provide reasonable accommodations to qualified students with disabilities, including housing accommodations. DigiPen recognizes that students with disabilities may need certain housing accommodations in order to fully participate in the residential component of the experiences. No pets of any kind are allowed in student housing or anywhere on campus according to DigiPen’s policy. However, people with disability who wish to bring their service and emotional support animals in student housing are allowed to do so by taking the steps described below.

Steps to Request Housing Accommodations

For inquiries or clarification about these steps, and/or requesting accommodations to complete the procedure, please contact DSS Office at dss@digipen.edu or (425)629-5015

1. Fully complete DigiPen Housing application process.
 - Indicate need for “Housing Accommodation for Disability” on the Housing application and complete all fields related to accommodation request.
 - Pay the \$300 security deposit.
 - Sign Student Enrollment Agreement to DigiPen Institute of Technology after being admitted.
 - DSS Office cannot process housing accommodation request before students fully complete the DigiPen Housing Application process and become eligible for housing.
2. Complete registration with Disability Support Services Office.
 - Student will submit Disability Documentation that meet the requirements set below. Without documentation, this process will not move forward.
 - All required items must be sent to:
DSS Office - DigiPen Institute of Technology
9931 Willows Road NE
Redmond, WA 98052
FAX: (425)558-0378
Email: dss@digipen.edu
 - DSS Office contacts student if further conversation or information are needed
 - Student submits a vet report of good health/vaccination, a proof of spay/neuter and a picture of service or emotional support animals to:
Housing Office - DigiPen Institute of Technology
9931 Willows Road NE
Redmond, WA 98052
FAX: (425)558-0378
Email: housing@digipen.edu

- Animal Accommodations: DigiPen Housing LLC will contact student if property management companies require students with service or emotional support animals to complete supplemental documentation.
3. DSS Office reviews intake/request forms submitted and will contact students if more information is needed.
 4. DSS Office notifies students and DigiPen Housing LLC via email of approved housing accommodations and next steps needed.
 - The room assignments are dependent on space availability at time of request and approved accommodations
 - Animal Accommodations: DigiPen Housing LLC will contact prospective roommates regarding service or emotional support animals. Students with service animals or roommate may need to relocate due to allergy or other issues. DigiPen Housing LLC staff will schedule a meeting with students with service or emotional support animals to go over animal care expectations in student housing before the move in.
 - Evacuation Accommodation: DigiPen Housing LLC will schedule a meeting with student to discuss evacuation assistance plan.
 5. DigiPen Housing LLC will contact students with final decision of living assignment and accommodations made. Requests made after application deadline, apartment assignment, and roommate matching are more difficult to accommodate.

The DSS Office or the DigiPen Housing LLC will notify students who have submitted complete information regarding decisions concerning requests for housing accommodations. Students who are denied for their disability-related housing accommodation or who choose not to use the room offered should contact the DigiPen Housing LLC immediately, and complete the standard room selection process.

Students must apply for housing accommodations each year to be reconsidered.

Students should be aware that the single room housing accommodation is granted very rarely. Students' preference for having a "quiet, undisturbed place to study" will not be usually enough to provide the single room housing accommodation.

7.1 Documentation Guidelines

Accommodations for Housing will NOT be considered without documentation that satisfies the below guidelines. To request housing accommodations based on their disability, students must provide current documentation from a qualified professional, such as a physician, clinical psychologist, or psychiatrist. Students must furnish documentation sufficient for the DSS Office to make its determinations. This may involve acquiring additional, or more up-to-date, documentation. The age of acceptable documentation will vary depending on students' disability. For example, older documentation may be appropriate for conditions that are permanent, while the DSS Office may request more recent documentation for changing conditions and/or changes in how the condition impacts the student over time. Documentation from the qualified professional must indicate that students meet the necessary criteria for the diagnosis of a physical or psychological impairment that substantially limits one or more major life activities, as defined by the ADA. In addition, documentation must include all information needed to demonstrate the existence of their disability, and needs of the specific housing accommodation. The documentation must establish students' eligibility for accommodation/s, and include, at a minimum:

- Date of the evaluation
- Description of the disability
- Current impact of the disability – in the residential setting
- Past use and effectiveness of any accommodations
- Recommendations for accommodations that are logically related to the impact described
- Credentials and contact information of the evaluator

If the submitted documentation is incomplete, or does not support students' request for accommodation/s, the DSS Office may ask students to provide additional information. Please be aware that many IEP (Individualized Education Program) and 504 (Section 504 of the Rehabilitation Act and the Americans with Disabilities Act) plans from a school district will not be sufficient for housing accommodation requests.

Students who do not have documentation, or are unsure of the documentation needed, are encouraged to contact the DSS staff to explore options for support. If you have electronic copies of your disability or accommodation related documents or any additional documentation please have them sent to:

DSS Office - DigiPen Institute of Technology
9931 Willows Road NE
Redmond, WA 98052
FAX: (425)558-0378
Email: dss@digipen.edu

Accommodations for Housing will NOT be considered without documentation that satisfies the above guidelines.

8. Service Animal and Emotional Support Animal Policy

DHL is committed to making reasonable modifications to its rules, policies, and practices when necessary to afford people with disabilities an equal opportunity to access its programs, services, and activities.

8.1 Service Animals

Beginning March 15, 2011, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

Service animals will be permitted to accompany people with disabilities in all areas of DHL facilities where students, members of the public, and other participants in services, programs or activities are allowed to go. DHL does not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.

Additionally, DHL cannot ask about the nature or extent of a person's disability to determine whether a person's animal qualifies as a service animal. However, when it is not readily apparent that a dog is a service animal, DHL staff may make two inquiries to determine whether the dog qualifies as a service animal, which are:

1. Is the dog required because of a disability?
2. What work or task has the dog been trained to perform?

A service animal must be housebroken (i.e., trained so that it controls its waste elimination) and must be kept under control by a harness, leash, or other tether, unless the person is unable to hold those, or such use would interfere with the service animal's performance of work or tasks. In such instances, the service animal must be kept under control by voice, signals, or other effective means.

DHL will assess requests for the use of miniature horses by people with disabilities on a case by case basis. Requests should be submitted to the Disability Support Services and, consistent with applicable laws, DHL may make modifications in its policies to permit their use if they meet certain criteria and have been individually trained to do work or perform tasks for the benefit of people with disabilities.

8.2 Emotional Support Animals

Emotional support animals are not "service animals" under ADA. They are animals that provide comfort just by being with a person. Unlike service animals, emotional support animals are not trained to do work or perform tasks for people with disabilities. Emotional support animals are animals that provide passive service that relieves an impact of a person's disability. They may be other species of animals than dogs. Emotional support animals can be requested as a housing accommodation and approved by DSS Office and DigiPen Housing LLC prior to the following deadlines.

Before an emotional support animal can move into an Apartment with a person with a disability, a request must be submitted to DigiPen's Disability Support Services and approval must be granted (preferably at least 30 days prior to move in). Requests must include photograph of the animal, and documentation from a licensed physician or mental health provider with provide sufficient information for DigiPen to determine:

1. that the individual qualifies as a person with a disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities); and
2. that the emotional support animal is necessary to afford the person with a disability an equal opportunity to use and enjoy Residence Halls, including the relationship between the person's disability and the emotional support that the animal provides.

While emotional support animals are generally not allowed indoors on DigiPen's campus other than in DHL Apartments, people with disabilities may request approval from the Disability Support Services to have the emotional support animal accompany them to other campus areas. Such requests will be considered on a case by case basis consistent with applicable laws.

8.3 Responsibilities of People with Disabilities Using Service or Emotional Support Animals

DHL is not responsible for the care or supervision of service or emotional support animals. People with disabilities are responsible for the cost, care, and supervision of service and emotional support animals, including:

- Compliance with any laws pertaining to animal licensing, vaccination, and owner identification;
- Keeping the animal under control and taking effective action when it is out of control; and
- Feeding and walking the animal, and disposing of its waste appropriately.

Required documentation may include a King County Pet License (KCPL). Although a service or emotional support animal is not a pet, KCPLs are required for all dogs and cats 8 weeks of age or older residing in King County. KCPLs are available at no cost for service animals. For more information about pet licensing visit the King County website (<http://www.kingcounty.gov/safety/regionalAnimalServices/License.aspx>).

DHL will not require any surcharges or fees for service animals or emotional support animals. However, a person with a disability may be charged for damage caused by a service animal or emotional support animal to the same extent that DHL would normally charge a person for the damage they cause.

Consideration of others must be taken into account when providing maintenance and hygiene to service and emotional support animals. Preventative measures should be taken at all times for flea and odor control. DHL staff will inspect any unit in which an animal lives for fleas and ticks at least once per calendar year. If fleas or ticks are detected, the unit will be treated using an approved method and the resident will be billed for the expense.

People with disabilities who are accompanied by service animals or emotional support animals must comply with the same institutional rules regarding noise, safety, disruption, and cleanliness as people without disabilities.

8.4 Exceptions and Exclusions

DHL may pose some restrictions on, and may even exclude, a service animal or emotional support animal in certain instances. Restrictions or exclusions will be considered on a case by case basis in accordance with applicable laws, but an animal may be excluded if:

- It is out of control and effective action is not taken to control it;
- It is not housebroken;
- It poses a direct threat to the health or safety of others that cannot be reduced or eliminated by reasonable modifications; or
- Its presence fundamentally alters the nature of a program, service or activity.

In considering whether an animal poses a direct threat to the health or safety of others, DHL will make an individualized assessment, based on reasonable judgment, current medical knowledge, or the best available objective evidence, to determine: (1) the nature, duration, and severity of the risk; (2) the probability that the potential injury will actually occur; and (3) whether reasonable modifications of policies, practices, or procedures will mitigate the risk. DHL shall provide a written statement of explanation to any person with a disability if a determination is made that the presence of that person's service animal or emotional support animal would fundamentally alter the nature of a program, service, or activity.

In the event that restriction or removal of a service animal or emotional support animal is determined to be necessary, the person with a disability will still be given the opportunity to participate in the service, program, or activity without having the service animal or emotional support animal present.

8.5 Guidelines for Members of the DigiPen Community

To ensure equal access and nondiscrimination of people with disabilities, members of the DigiPen community must abide by the following practices:

- Allow service animals and emotional support animals to accompany people with disabilities on campus;
- Do not ask for details about a person's disabilities;

- Do not pet a service animal or emotional support animal, as it distracts the animal from its work;
- Do not feed a service animal or emotional support animal;
- Do not deliberately startle, tease, or taunt a service animal or emotional support animal; and
- Do not separate or attempt to separate a person from their service animal or emotional support animal.

If you have a disability that may be affected by the presence of animals, please contact the Disability Support Services office. DigiPen is committed to ensuring that the needs of all people with disabilities are met and will determine how to resolve any conflicts or problems as expeditiously as possible.

8.6 Getting Help

A student or staff member who wishes to bring a service or emotional support animal to campus or campus housing should contact the DSS by emailing dss@digipen.edu.

A student or staff member who wants to report any animal in campus housing that is disruptive, out of control, or poses a threat to safety should contact a DigiPen Housing LLC staff member, the Redmond Police (425-556-2500), or 911 as appropriate.

9. CHECK-OUT PROCEDURES

The following information outlines proper year-end check out procedures; please read this information thoroughly!

Residents are expected to vacate their apartment by the Checkout Deadline date and time outlined in the Housing Agreement. No Residents may reside in DHL Housing Units past this deadline unless they have prior written approval from a Resident Director or Housing Manager.

DHL may immediately dispose of all items left in units/bedrooms after scheduled Checkout Deadline. Residents may be charged additional fees for this service.

Residents will face sanctions and fines for failing to vacate DHL Housing Units by the scheduled move out dates and times.

9.1 Check-Out Procedures

1. Your Express Check-Out Envelope will be delivered to your unit by your RA at least 1 week prior to the Check-Out date. This packet will include detailed check-out instructions in addition to those outlined in this handbook as well as envelopes for returning your assigned keys.
2. Remove all personal belongings from your room and bag your trash and take it to the dumpsters located in your area. You will be responsible for any trash left in your room or hallways, baths, kitchens, or other public areas.
3. Vacuum and clean your room and shared spaces.
4. Remove tape, putty, etc. from walls, ceilings, and doors. Any damage caused by adhesives or any other items will be billed to the residents of that room.
5. Fill out RCR and store your apartment key per the printed instructions included on the Envelope. Leave common use keys such as the Cabana and Mail keys on the key ring in the apartment.
6. Leave the Check-Out envelope on your dining room table for pickup by a staff member after you leave. A Housing Staff member will check your room for damages at a later time and note any discrepancies and possible charges on the Room & Unit Condition Report.

9.2 Check Out Times

All students are expected to check out of their Apartments no later than the time outlined in the Housing Agreement or written permission in response to an extension request. Requests for permission to remain in residence through graduation are due in writing to a Resident Director by the deadline announced. Permission for extension is granted only to graduates, relatives of graduates, those working graduation, and those with course activities that occur after 12:00 noon on the Friday of Finals Week who request permission for Checkout extension prior to the deadline. Residents who have been granted permission to remain in their Unit must check out by their new Checkout Deadline date and time set by the Resident Director in writing.

9.3 Early Check-out

All withdrawals from DigiPen Housing LLC constitute a breach of contract with DHL, and as such, residents who do so forfeit all rights to any associated deposits or fees.

Resident withdrawing early from DigiPen Housing LLC for any reason:

1. Residents must first have a conversation with either the Manager of Housing or Resident Directors to discuss early check-out procedure and all alternatives before proceeding.
2. Upon declaring final intent to withdraw, resident has 72 hours before they must vacate and preceding this must:
 - Properly and thoroughly clean their living space, take out all trash and remove all personal effect and posters
 - Contact the Residence Director or Housing Manager to compare the previous Room Condition form with the current state of the living space.

9.4 Damages

Sanctions for intentional or accidental damage may be levied, including cost of restoration or replacement, monetary fine and/or community restitution hours. In cases where specific damages cannot be attributed to an individual(s), then either the specific Bedroom, Unit, complex or the entire residential body will be billed.

Residents or persons responsible for the account may question specific damage charges up to fourteen (14) calendar days after the charge has emailed to the resident. After that time, the charge cannot be challenged. This includes group or individual damage charges and fines. Residents will be responsible for reporting and taking ownership for their damage.

9.5 Damage and Cleaning Charges

After residents have left, additional inspections will be conducted by DigiPen Housing LLC staff members using your Room & Unit Condition Report to note the following: dirty conditions, remaining personal belongings and trash, missing furniture, damage to the room (including furniture, floors, walls, doors, ceilings, electrical fixtures, windows, mini-blinds, locks), and/or custodial services required to return your room to its original condition. Residents will be charged from their deposit for any damages and labor needed to restore the unit to move-in ready condition beyond normal wear and tear. Charges for damage and cleaning over their \$300 deposit will be billed directly to the Resident.

The following are not considered normal wear and tear and may result in fines or damage billing:

- Dirty Bedroom or Common Area (not swept or vacuumed, trash and/or personal belongings left in room, etc.)
- Adhesives, putty, tape, etc. remaining on walls
- Damaged furniture
- Excessive belongings and trash
- Furniture not in room or improperly assembled
- Improper Check-Out
- Stained or damaged mattress
- Wall damage: holes, paint damage, tacks or nails

9.6 Final Unit Condition Requirements

When residents check out of their unit its condition should be like the condition it was in at check in. All rooms must be neat and free from trash upon check out. There will be a minimum fine of \$50, **per person**, for unusually dirty Bedrooms and/or for trash/personal belongings remaining in common areas.

a. Keys

Residents must return keys by following the required check-out procedures upon checking-out of their unit. Failure to return the keys within 48-hours of either changing unit/rooms or scheduled date of move-out will result in fines. The charge for a lost Apartment key is \$5 per key and \$200 for changing the lock. All Apartments with a lost key will be re-keyed.

b. Room Furniture

All furniture that was in the Apartment at check in must be returned to its original place before you check out. Furniture misappropriation fines or bills for the cost of replacing furniture may be assessed. Beds should be properly assembled and returned to original places. If a resident requested a bed to be raised or lowered by a staff member

it is the resident's responsibility to schedule as least one week in advance of check-out with a staff member to return the bed to its original height.

c. Trash

All trash should be bagged and taken to dumpsters located in your complex

9.7 Improper Check-Out

If Residents do not follow proper Checkout Procedures, including failure to vacate the apartment by their assigned Checkout Deadline, they will be assessed an Improper Checkout Charge that may include the loss of their Deposit, plus other applicable charges for unreturned items, fees for re-scheduled cleaning and maintenance services, or labor charges. If a resident's Deposit is being retained for any reason, they could be charged an Improper Check-out Charge that could be less than or equal to the cost of their deposit. If the resident's Unit keys are not returned by the date provided in the Agreement Termination Notice or at the end of the Agreement Period, they may be assessed a Lock Change Charge of \$200, plus \$5 for each additional unreturned key. If a resident remains in the apartment beyond their Checkout Deadline, DigiPen Housing may charge them \$100 per calendar day they remain in housing in addition to the retained deposit and other applicable charges for unreturned items, fees for re-scheduled cleaning and maintenance services, or labor charges.

9.8 Storage

Some housing units have storage areas. DHL bears no liability for damage or loss of items left in storage. Residents must remove all items placed in storage in compliance with the DHL schedule. Cardboard boxes, mattresses/box springs, upholstered furniture, futons and futon mattresses, and carpets may not be stored. Items must be removed when the Resident leaves. DHL immediately disposes of all items left in storage areas after scheduled move out dates. Residents will be charged additional fees for this service.

9.9 Unit/Room Condition Report

During Check-In each Resident must sign a Unit/Room Condition Report (RCR) prior to occupancy of the Unit/Room. The RCR certifies the condition of the Unit/Room as well as the furniture inventory upon occupancy as confirmed by signature of the Resident and a Residence Life Staff member.

At the end of each academic year or when a Resident vacates the Unit/Room, the Resident and the Residence Life staff verify the condition of the Unit/Room and furniture inventory. Failure to complete this Unit/Room inventory and return it to the Residence Life staff within 48 hours from vacating the assigned room will result in the loss of the right to appeal any damage charges.

9.10 Appealing Check-Out Charges

DigiPen Housing will notify residents in writing via email of any withholding from their deposits or charges beyond the value of the deposit for which they are responsible. Residents will be given a two week period during which they may submit an appeal in writing via email to housing@digipen.edu detailing the reasons they believe they are not responsible and provide evidence showing that they are not responsible for the charges. If another resident or residents take responsibility for a charge, the other residents will not be held responsible. It is encouraged that residents work with their roommates to report damages and who is responsible in advance as well as document in writing which roommates are responsible for certain messes or cleaning tasks in order to show later as evidence. Submitting evidence and an appeal does not guarantee that it will be granted.

DHL Residence Life Handbook

Acknowledgement of Receipt

By signing a DigiPen Housing LLC (“DHL”) Agreement, Residents of DHL agree to abide by and support the policies and procedures found on DHL’s website and in the DHL Residence Life Handbook (“Handbook”). Residents and their guests are responsible for following all policies found on DHL’s website and in the Handbook.

The policies and procedures in this Handbook may change at any time. Residents will be notified of any changes by email sent to their DigiPen Institute of Technology (“DIT”) campus email address and expected to adhere to those changes within one week from the time the email is sent. Failure to read your DIT email is not an acceptable excuse for not adhering to new policies and procedures.

Thank you for choosing DigiPen Housing LLC!

You will be sent an electronic copy of the Residence Life Handbook and you will sign via Google Forms that you have read through and agreed to the terms before move-in day.