



**University Housing
Policies and Regulations
2022-2023**

Table of Contents

Table of Contents

Resident Rights and Responsibilities.....	5
Section 1- Terms and Conditions.....	6
Art. 1 Housing Assignment and Placement	6
Art. 2 Contract - Terms, Duration and Early Termination.....	7
Art. 3 Harassment - Bullying, Cyber-bullying	7
Art. 4 Housing Orientation.....	8
Art. 5 Immigration and Local Police Requirements.....	8
Art. 6 Applicable Law and Forum.....	8
Art. 7 Liability	9
Art. 8 Minor Students in University Housing.....	9
Art. 9 Move-In and Move-Out	9
Art. 10 Privacy	10
Art. 11 Severability	10
Art. 12 Solicitation.....	10
Art. 13 Student Organizations	10
Section 2- Housing Policies	10
Art. 15 Alcohol and Drugs.....	11
Art. 16 Assisted Entry	12
Art. 17 Cleaning – Trash and Recycling.....	12
Art. 18 Decorations	13
Art. 19 Defenestration.....	13
Art. 20 Eviction.....	13
Art. 21 Furniture	13
Art. 22 Gambling.....	14
Art. 23 ID Card - Building Access	14

Art. 24 Keys and Security	14
Art. 25 Luggage Storage (for Returning Housing Students)	15
Art. 26 Mail or Delivery Services	16
Art. 27 Maintenance and Online Maintenance Portal	16
Art. 28 Network (Wi-Fi) Connections	17
Art. 29 Noise Policy – Quiet Hours	17
Art. 30 Personal Transport - Bicycles, Scooters, & Other vehicles	17
Art. 31 Prohibited Items and Substances	17
Art. 32 Residence Closure and Intersession	18
Art. 33 Room Entry and Inspection	18
Art. 34 Safety - Elevator, Emergency Doors, Fire Extinguisher, Fire/Smoke Alarms and Emergency Evacuation (Fire, Gas leak, Flood)	19
Art. 35 Smoking	19
Art. 36 Sports Equipment and Hall Sports	20
Art. 37 Vandalism and Damages to University property	20
Art. 38 Visitors and Overnight Guests	21
Section 3 – Sanctions	21
Art. 39 Sanctions	21
Art. 40 Appeal Process	22
Table 1: Violation and Fines	24

Resident Rights and Responsibilities

RIGHTS

Residents in the University Housing have the right to:

- A living environment that encourages intellectual and personal growth.
- A trained Resident Assistant (RA) to help with the transition to Roman life/college life.
- A clean-living environment.
- A well-maintained apartment and a timely response to maintenance requests.
- Personal privacy within the limits of a residential, university setting.
- Study without undue interference, unreasonable noise, and other distractions.
- Sleep without disturbance from undue noise and other distractions.
- Expect that others will respect their personal belongings.
- Refuse visitors.
- Feel free from fear of intimidation, physical threat, or emotional harm.
- Discuss any problems or concerns that arise with Housing and Residential Life staff.
- Ask for identification from any person who seeks access to the apartment.

RESPONSIBILITIES

Residents in the University Housing have the responsibilities to

- Thoughtfully contribute to a culture of community and mutual respect by engaging with all members of apartment in a way that creates a reasonable expectation for transparency and shared adherence to University Housing policies and the student code of conduct. This means that all apartment residents must create meaningful connection with the other members of their apartment at least to the extent that they take mutual responsibility for shared communal spaces. It is not in accordance with JCU community standards to purposefully refuse to engage with other members of the apartment to be completely unaware of the general situation in the apartment.
- Report to JCU staff any behaviors by other student(s) that jeopardize their own well-being or others' safety. Any student witness to behavior that is in violation of JCU policies and regulations should immediately contact their assigned RA/RD, Residence Life Office, or the Dean of Students to discuss options for mediation or intervention. The university operates under the expectation for discretion so students can report issues of concern privately.
- Communicate concerns and requests to relevant parties in an effective, respectful, and timely manner.
- Accept responsibility for personal and community safety.
- Understand expectations regarding daytime guests.
- Inform guests of behavioral standards and expectations.
- Report all maintenance concerns via the JCU maintenance portal in a timely manner.
- Report concerns regarding the safety of the residential community.
- Treat roommate(s) with respect and consideration.
- Read and respect the *University Housing Policies and Regulations* and the *John Cabot University Student Handbook*.

Section 1- Terms and Conditions

Art. 1 Housing Assignment and Placement

1.1 The Student hereby authorizes the University to charge the Student's Student account for the cost of the Housing Fee for the University Housing that has been assigned to the Student and that the Student has accepted.

1.2 The Housing Fee includes costs of:

- Furnished dormitory room or apartment
- Utilities
- Linens (Sheets, Towels, Duvet, Duvet cover, Pillow)
- Standard kitchen supplies and amenities (dishes, pots, pans, utensils, refrigerator, stove)

1.3 The Housing Fee is dependent on the location and room options of University Housing that is assigned to the Student and the Student understands that, in the event of relocation, the fee is subject to change and may take place after the initial move-in date.

1.4 The Student understands and agrees that the Student will make a full payment of tuition and housing costs prior to the receipt of the Student's keys. If these payments are not met, the Student agrees that the Student may not move into the University Housing and the Student will be responsible for their own housing until the payments are made.

1.5 The Student acknowledges that the Housing Contract does not guarantee any specific housing or any accommodation for the Student.

1.6 The Student acknowledges that the University reserves the right, in its sole discretion, to reassign roommates, reassign housing units, and consolidate vacancies as the University deems it appropriate and necessary.

1.7 The Student agrees that the Student will not switch University Housing with any other Student. The Student understands that their presence in the Student's assigned University Housing has been registered with the local Italian police in accordance with local law.

1.8 The Student understands that after move-in has been completed, any relocation or change of housing requested by the Student is highly unlikely and will be dependent on availability at that time. In extraordinary circumstances, the Student may submit a written request for a housing change to the Office of Housing and Residence Life.

1.9 The Student understands that any request for relocation will be processed after the drop/add deadline which is typically around the second week after arrival. The University cannot accommodate every relocation request and relocations are approved based on medical needs or emergency circumstances. The University will be held harmless if a relocation request cannot be approved.

Art. 2 Contract - Terms, Duration and Early Termination

2.1 The Student understands that by signing the Housing contract the Student agrees to be bound by the terms of the contract and the John Cabot University (JCU) Housing Policies and Regulations until the end of the term.

2.2 The Parties agree that the duration of this Contract is the entirety of the Academic Semester.

2.3 The University may terminate the Contract early for the following reasons:

- a. Violation of any term or condition of this Contract.
- b. The final withdrawal, dismissal, or suspension of the Student from University courses.
- c. If the Student engages in any conduct that is found to be in violation of the clauses of Section 2 of this Contract or any clauses of the Student Code of Conduct.
- d. Any behavior on the part of the Student, which causes a direct threat to himself or herself or any member of the University community or the surrounding community.

2.4 The Student may voluntarily withdraw from the University Housing for personal reasons during the semester by emailing housing@johncabot.edu at least 72-hours prior to departure ('Housing Early Withdrawal'). The Student further understands that the Student agrees to all terms and conditions described on the Housing Early Withdrawal form.

2.5 The Student understands and agrees to all terms and conditions described on the Housing contract, Supplemental to Housing Contract (COVID-19), Housing addendum, and ID receipt.

2.6 The Student understands and agrees to the JCU Refund Policy described on <https://www.johncabot.edu/admissions/tuition-and-fees/refund-policy.aspx>

Art. 3 Harassment - Bullying, Cyber-bullying

3.1 The Student agrees to act in a way that promotes the harmonious living conditions of University Housing without creating any disturbance to others and respecting the privacy and individual rights of other residents. John Cabot University is committed to creating a safe environment for all the members of the University community.

3.2 The Student agrees to act in a way that positively promotes John Cabot University and reflects the values expected of a John Cabot University Student.

3.3 The Student understands that the University has a zero-tolerance policy for sexual harassment and sexual assault. If any Student is found to have engaged in sexual harassment or sexual assault, the Student may be subject to removal from the University, disciplinary action, and/or legal action. If any Student is aware of, witnesses, or hears about sexual harassment or assault, the Student agrees to inform the University and/or Italian police immediately.

3.4 The Student understands that physical violence, verbal abuse, and harassment of any kind (e.g., obscene telephone calls or internet activity) are forbidden. The Student further understands that engaging in such behavior will be subject to removal from University Housing. See the JCU Student Handbook for Harassment and Discrimination policy details.

3.5 The Student understands that bullying in any form is prohibited, and John Cabot University has a zero-tolerance policy for bullying. This includes in-person bullying and cyber-bullying.

3.6 The Student agrees that the Student will not engage in bullying and if the Student witnesses bullying, the Student will inform the necessary University authority. The Student understands that if the Student engages in bullying, the Student will be in violation of this Contract and the University may remove the Student from University Housing and/or from the program. In accordance with Italian law 28 May 2017 n. 71, bullying and cyber-bullying are considered criminal acts and may result in charges.

Art. 4 Housing Orientation

4.1 The Student understands that the University requires that all Students who intend to live in University housing to complete the mandatory online and/or in-person Orientation steps, including Housing, Health, Immigration, Safety and required to attend the Student's assigned activities.

4.2 The Student acknowledges that the Student has received all the information on Housing, Health, Immigration, Safety and attended the Student's assigned activities during the Orientation.

4.3 The Student understands that the Student must attend the mandatory Resident Assistant (RA) or Neighborhood Apartment Coordinator meeting and agrees to sign the Roommate Agreement.

Art. 5 Immigration and Local Police Requirements

The Student is responsible for adhering to the expectations published in John Cabot University Student Handbook available at: <http://www.johncabot.edu/Student-life/policies/Student%20Handbook.pdf>.

5.1 Under the terms of my enrollment with the University, the Student understands that the Student's address in Rome will be disclosed to the local police within 48-hours of the Student's arrival.

5.2 The Student recognizes and understands that the Student is solely responsible for complying with Italian immigration laws. When applicable, the Student must acquire the Student's Permesso di Soggiorno (Permit to Stay), to validate the Student's Visa according to Italian law.

5.3 The Student understands that failure to comply with the immigration laws of the Republic of Italy will result in the forfeiture of the Student's University Housing and the Student will not be eligible to receive any refund from the University. It is sole responsibility of the Student to learn and understand the immigration laws of the Republic of Italy.

5.4 The University accepts no responsibility, and the Student agrees to hold the University harmless for any consequences related to Students who lose their immigration status and must leave the country.

Art. 6 Applicable Law and Forum

6.1 The Parties agree that the present Contract, the interpretation, and the application of the terms of this Contract are governed by Italian law.

6.2 Therefore any conflict, challenge, dispute, or legal proceeding that is pursued by the Student against John Cabot University or any of its affiliates shall be governed by the laws of Italy and the proper forum shall be the Court of Rome.

6.3 In the event of a conflict, challenge, or dispute, the Parties agree to attempt in good faith to reach an amicable settlement within 30 days from the first notice. If a settlement is not reached within 30 days, the interested Party may apply to the Court of Rome for the protection of their claim and rights.

Art. 7 Liability

7.1 The Student agrees the University is not responsible for any damage or injury to the Student or any other individual or property in University Housing beyond its control.

7.2 The Student agrees that the University is not responsible for any damage or injury from any act of another resident or any other person.

7.3 The Student agrees that the University is not responsible or liable to the Student for any personal belongings that are lost, stolen, or missing from University Housing.

7.4 The Student shall be responsible for having adequate and appropriate insurance (i.e., homeowners' supplemental insurance and/or renter's insurance) to protect against any loss or damage to the Student's personal belongings, University property and/or University Housing (e.g., fire caused by Student). The Student further acknowledges that the Student has reviewed the information regarding the insurance provider, which has been provided by the University, and the Student has accepted and reviewed it simultaneously with the execution of this Contract.

Art. 8 Minor Students in University Housing

8.1 Minor-aged students (17 years of age and younger) are only permitted to dorm in John Cabot University Housing under the express authority of JCU Dean of Students and while in compliance with all policies and procedures as dictated by the Minor Programs Coordinator. Certain terms and conditions apply to approve University Housing to minor-aged students.

Art. 9 Move-In and Move-Out

(See Art. 39 Table 1)

9.1 The Student understands and agrees that the Student is only allowed to move in on the Student's assigned move-in date, which is communicated by the Housing Office after the Student submits the housing application.

9.2 The Student understands that no early arrivals are permitted prior to the Student's assigned move-in date, and any requests to arrive after the established move-in date must be approved in writing by the Office of Housing and Residential Life.

9.3 The Student understands that move-out dates are strictly enforced, and the Student is not allowed in John Cabot University past the move-out deadline. The Student further understands that the Student will receive instructions in writing at least ten days prior to the move-out date.

9.4 In the case that the Student departs early from University Housing, the Student understands and recognizes that the Student is responsible for contacting the Office of Housing and Residential Life to ensure the Student has completed the move-out process before departing from the Housing facility. The Student further understands that failure to properly complete move-out process may result in sanctions.

9.5 The Student recognizes and understands that the apartment must be left in the same condition as it was found upon move-in.

9.6 The Student understands that the apartment key(s) must be returned with the Student's assigned key tag by the Move-out deadline. Any unidentified keys or failure to return the keys will result in fines.

Art. 10 Privacy

10.1 The Student recognizes and understands that videotaping, photographing or audio recording residents, Student workers, university staff, or security personnel without their permission are prohibited. In addition, the Student further understands that unauthorized or inappropriate use of photographs, videotapes, or recordings of other residents are prohibited and may result in University sanctions.

Art. 11 Severability

11.1 In the event any provision or part of this Contract is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Contract, will be inoperative.

Art. 12 Solicitation

12.1 The Student understands that University Housing facilities may not be used for commercial enterprise unless authorized by a JCU staff member. The Student further understands that items to be distributed, hung, or posted must be previously approved (e.g., brochures, flyers, leaflets, pamphlets, and signs) and posted only in the agreed upon designated areas.

Art. 13 Student Organizations

13.1 The Student recognizes and understands that Student Organizations may not set up stands to represent themselves within the Residences unless previously approved by a JCU staff member. Any Student Organization who wishes to set up a stand in the Residences may apply in writing to the Office of Housing and Residence Life.

Art. 14 Waiver, Modification, or Non-Enforcement

14.1 Any waiver or modification of the terms of the Contract shall be in writing and must be signed by both the Student as well as an authorized representative of the University.

14.2 Any waiver or non-enforcement of any terms of this Contract shall not constitute a waiver of the remaining terms of the Contract.

Section 2- Housing Policies

The Student is responsible for adhering to the expectations published in John Cabot University's Student Code of Conduct, in the Student Handbook available at: <http://www.johncabot.edu/Student-life/policies/Student%20Handbook.pdf>.

In addition to the Student Code of Conduct, John Cabot University Housing Residents are held responsible for the following additional policies as they relate to the expectations of residential community living.

The Student understands that any violation of the Code of Student Conduct, Housing Policies, or local law may subject the Student to disciplinary action.

Students that are knowingly in the presence of behavior that violates John Cabot University Housing rules and are complicit with misconduct, on their part or the part of others around them, will be held accountable for failing to uphold community standards of positive engagement and mutual accountability for equal adherence to the Code of Student Conduct and Housing Policies. Any negligent or problematic behavior must be reported to JCU personnel.

Art. 15 Alcohol and Drugs

(See Art. 39 Table 1)

Alcohol

15.1 The Student understands that the possession and consumption of alcohol in University Housing can expose the Student to sanctions at the discretion of University officials. Abuse of alcohol in University Housing, or on the grounds of the University, is defined as any behavior caused or aided by the consumption of alcohol that results in noise or behavior complaints from Students, faculty, University employees, or any third party.

15.2 The Student understands that restrictions apply to possessing and consuming alcohol within University Housing, including the prohibition of playing alcohol related games such as beer pong and flip-cup.

15.3 The Student understands that alcohol policy applies to Gianicolo Residence, Lungara, Trastevere and Neighborhood Apartments and is strictly enforced.

Alcohol Policy – The Student is permitted one bottle of beer or wine up to 1 liter in their possession (including empty bottles) at any given time in Student’s assigned housing unit and no alcohol is permitted in the student lounge, hallways, stairs, courtyards, or any public spaces managed by the University Housing. Hard liquor is NOT permitted.

15.4 The Student understands and agrees that all minor-aged students living in housing are prohibited under any circumstances from consuming alcohol on campus as well as being knowingly present where the consumption of alcohol is taking place in University Housing.

15.5 The Student also understands that collections of empty bottles could be used as evidence of a violation of this rule; therefore, the Student agrees to dispose of any empty bottles immediately after consumption and before bringing a new bottle of alcohol into the Student’s apartment.

15.6 The Student acknowledges that alcohol found on University premises will be documented and immediately disposed of.

Drugs

15.7 The Student agrees that the use of any illegal or illicit substances is prohibited by the University and that if the Student is found to have engaged in the use, sale, possession, giving, exchange, or transfer of illegal, illicit, or controlled substances, the Student will be exposed to potential University sanctions or legal consequences.

15.8 The Student understands that any substance or products containing *legal marijuana, Synthetic Cannabinoids (commonly known as K2/Spice) or any New Psychoactive Substances (NPS) sold in store or on street is banned in the University Housing.

*Legal marijuana use for medical reasons must submit official medical documents and prescription to Housing office. Smoking policy is enforced. (See Art. 35)

15.9 The Student understands that drug paraphernalia or items that can be used for illegal drug use are prohibited. Examples of such items include, but are not limited to, the following: grinder, roach clips, bongs,

any type of water pipe, or any object filled with water through which smoke can be drawn (i.e., hookah pipes, shisha pipes, nargila).

15.10 Any illegal paraphernalia found on the University premises will be documented and disposed of, either by the University personnel or local authorities.

Art. 16 Assisted Entry

(See Art. 39 Table 1)

16.1 The Student recognizes and understands that, in the case where the Student requires the service of any JCU staff or provider (including but not limited to Resident Assistant (RA), Resident Director (RD), Neighborhood Apartment Coordinator or security personnel) to access entry to any University Housing apartment or building, the Student may be subject to a sanction or monetary fine.

16.2 The Student recognizes and understands that the Student should not socialize with the security guards or otherwise distract them from their duties.

Art. 17 Cleaning – Trash and Recycling

(See Art. 39 Table 1)

17.1 The Student understands that violations of the provisions of this Agreement regarding cleaning and maintenance may lead to sanctions by the University. The Student further understands that throwing trash from windows or balconies is considered defenestration and sanctions may be applied accordingly.

17.2 The Student understands that the University Housing cleaning and maintenance staff reserve the right to enter the Student's University Housing with or without the Student's presence.

17.3 The Student understands that John Cabot University provides a cleaning service on a regular basis. The Student further understands that the cleaning staff will only clean the communal areas (kitchens, bathrooms, living rooms etc.) and will not be responsible for cleaning the Student's personal bedroom. The Student further agrees that, to take advantage of this cleaning process, the Student will keep the Student's apartment in a sanitary condition.

17.4 The Student acknowledges that the cleaning staff will not dispose of garbage, clean dishes, or clean an apartment found in an unacceptable state of filth or clutter.

17.5 The Student agrees to regularly remove and dispose of trash from the apartment into the designated trash collection bins outside. If at any time the Student's apartment is found in conditions that might detrimentally affect the health, safety, hygiene, and well-being of all tenants, the Student agrees to be subject to sanctions and results in disciplinary action.

17.6 The Student understands that it is prohibited to leave trash of any kind in the areas adjacent to buildings with JCU apartments. The Student further understands that, in the case where JCU apartments have windows, balconies or doors leading to areas that become littered with trash, all Students in those JCU apartments will be held jointly responsible.

Recycling

17.7 The Student understands that if the Student fails to pre-sort the Student's trash and recycling or does not

leave the trash and recycling in the appropriate bins, the Student will be warned and may be subject to sanctions.

17.8 The Student agrees to follow the recycling rules and regulations implemented by the University Housing and the municipal recycling agency. The Student further understands that if any violation is cited, the Student may also be subject to additional sanctions applied by the municipal recycling agency.

Art. 18 Decorations

(See Art. 39 Table 1)

18.1 The Student recognizes and understands that personal signs, posters, stickers, or other decorative items on walls and/or doors inside or outside the apartment are not permitted without approval from the Housing office. If damage is caused by unauthorized decorative items on any surface, the Student may be subject to paying for repairs or replacements.

18.2 The Student further understands that the painting of bedrooms, communal areas, and hallways is prohibited.

Art. 19 Defenestration

(See Art. 39 Table 1)

19.1 The Student understands that it is prohibited to drop, throw, or otherwise release any objects or substances from apartment windows or balconies. Violation of this policy is grounds for the Student's removal from University Housing and/or subject to sanctions and results in disciplinary action.

19.2 The Student agrees that hanging or placing any items such as food, clothing, shoes, flowerpots, or any objects that can fall from the windowsills or balconies are prohibited and must be immediately removed.

Art. 20 Eviction

20.1 The Student understands that the Student can be evicted at any time by the University for any assessed final violation of the Student Code of Conduct in the Student Handbook available at:

<http://www.johncabot.edu/Student-life/policies/Student%20Handbook.pdf>. The University shall not be responsible to locate alternative housing for an evicted Student. This responsibility is solely borne by the Student.

20.2 If the Student is evicted or vacates the University Housing prior to the end of the aforementioned Term, the Student agrees to pay for any damages prior to move-out and will not receive any refund of the remaining rent.

Art. 21 Furniture

(See Art. 39 Table 1)

21.1 The Student understands that charges may be made against damage to, unauthorized use of, or alterations to rooms, equipment, or buildings. Any Student who removes University furniture or places University furniture in a hallway, stairwell, or other communal area will be charged the full replacement value for each piece of furniture removed from the Student's living accommodation.

21.2 The Student understands that it is prohibited to rearrange JCU provided furniture.

21.3 The Student understands and agrees that if the Student adds additional appliances or furniture in the Student's apartment, all personal items must be removed by the move-out day, or the Housing Office reserves the right to charge a removal fee for any unwanted appliances or furniture that is left behind.

Art. 22 Gambling

22.1 The Student recognizes and understands that organized gambling involving monetary exchanges among Students is disruptive to the University Housing environment and is prohibited.

Art. 23 ID Card - Building Access

(See Art. 39 Table 1)

23.1 The Student recognizes and understands that the Student is required to scan or show the Student's JCU ID Card upon entering the Gianicolo Residence, Lungara Apartments and Trastevere Apartments. If the Student is not clearly identified by their ID, the security guard will direct the Student to the Housing Front Desk.

23.2 The Student recognizes and understands that the Student has the responsibility to request a replacement of the Student's lost or stolen ID as soon as possible. The Student further understands that there will be a service charge for the first ID replacement and for all subsequent replacements applied to the Student's Student account.

23.3 The Student agrees that if the Student arrives at the Gianicolo Residence, Lungara Apartments, or Trastevere Apartments without their ID, the Student recognizes, and understands, the following identification procedure that will take place:

- a. The Security Guard, a member of the Housing staff, or the RA (Resident Assistant) on-call, will confirm the Student's identity using his or her photo on file and/or Student record.
- b. If the staff member deems that the Student is a resident, the Student will be allowed into the University Housing. The Student will be issued a temporary Facilitated Entry Ticket under the following conditions:
 1. Student returns to the assigned apartment between midnight (12 am) and 9 am the following day, or during the hours in which no replacement ID can be issued.
 2. Student confirms that the misplaced or forgotten ID can be retrieved before the next ID scan in or out to/from the University campuses.
 3. Student agrees and pays for a replacement ID if the previous ID cannot be retrieved.
- c. Student agrees to pay for the ID replacement fine and/or any applicable fines such as misuse of JCU ID card or security violations. If the staff member deems that the Student is not a resident, he or she will be escorted out of the Residence by the security guard.

Art. 24 Keys and Security

(See Art. 39 Table 1)

24.1 The Student understands that the Student will receive apartment keys with a unique code printed on a tag affixed thereon. The Student agrees that the Student will never remove the tag for any reason. If the Student's keys are lost or stolen, the Student agrees to immediately report to the Office of Housing and Residential Life.

24.2 The Student understands and agrees that for any unidentified key that the Student returns, the University may charge the Student a sanction. The University may also, in their discretion and considering the circumstances, charge additional sanctions for any additional lock changes or replacement keys.

24.3 The Student agrees that additional sanctions may also apply if it is determined that any key to University Housing was duplicated without permission for any reason.

24.4 The Student agrees that any time the Student leaves the Student's University Housing; the Student will lock the Student's doors and windows. The Student will never give the Student's apartment keys or University ID card to anyone for any reason.

24.5 The Student agrees that if the Student requires the assistance of a 24-Hour locksmith or if the Student is locked out of the Student's apartment and must be let inside, the Student will be charged for the entry or the locksmith if the overall cost exceeds the aforementioned amount.

24.6 The Student agrees that if the locks to the Student's University Housing must be changed for any reason that can be attributed to the Student's actions, the University will replace the locks at the Student's expense.

24.7 The Student understands that the Student is not permitted to use or access any roof or rooftop terraces, stairwell spaces, landings, or ledges of the Student's building. Violations of this policy may lead to disciplinary action and/or sanctions.

24.8 The Student further understands that the Student is not permitted to use or access any stairwell spaces or landings above the fourth floor of the Gianicolo Residence. The doors to the terraces will always remain locked, unless authorized by the Housing and Residential Life Office or in case of emergency evacuation,

Art. 25 Luggage Storage (for Returning Housing Students)

25.1 The Student agrees that the Student must remove all personal belongings from the apartment by 12:00 PM on the move-out date. Any items left in the apartment will be donated or discarded after the move-out.

25.2 The Student understands that the Gianicolo Residence offers storage space only to currently enrolled students with housing application and deposit for consecutive semesters in University Housing. The storage space is not available for non-Housing students.

25.3 The Student agrees that the Student is solely responsible for organizing pick-up and hand-off of the luggage with a third-party shipping company if personal belongings are mailed from the University. The Student further understands that the Student must be physically present during the transaction, and the Housing staff will not act as a mediator on behalf of the Student.

25.4 The Student further understands that University Housing will not intervene in disputes or be responsible for any expenses incurred between the Student and the third-party packing and shipping providers.

25.5 The Student understands and acknowledges that John Cabot University is not and will not be liable for any damage, theft, loss, or destruction involving the Student's personal belongings and that the University will not be responsible for purchasing insurance or providing monetary coverage of any belongings held in storage.

25.6 The Student understands that the Student must return the Student's keys and will have no access to the Student's belongings during intersession breaks. The University accepts no responsibility for theft or

damage to items left in storage during intersession breaks.

25.7 The Student recognizes and understands that the Gianicolo Residence offers storage space during intersession breaks only to students enrolled and paid housing deposit for consecutive semesters in University Housing. (Storage available between Fall-Spring, Spring-Summer I/II, Spring-Fall, Summer I-Summer II, and Summer II-Fall.)

a. The Student agrees to the terms and conditions described on the Luggage Waiver form and signs at the time of drop-off during the designated period and location in the Gianicolo Residence. The Student further understands that dropping off or retrieving other student's belongings and/or requesting another individual to take responsibility for Student's personal belongings is prohibited without preapproval from the University Housing.

b. The Student understands and agrees that upon drop-off, the Student can only be able to retrieve the personal items on the assigned Move-in date or no later than the drop/add date stated on the JCU academic calendar. In addition, The Student understands that if Student's belongings are unclaimed by the period stated above, all items will be donated or discarded by the Housing office.

25.8 The Student understands that failure to retrieve personal belongings from the University Housing by the given deadline will result in €50/day fee until stored items are collected.

Art. 26 Mail or Delivery Services

26.1 The Student understands that the University is not responsible for accepting any personal packages, or any online services to any University Housing buildings. All mail including packages must be sent to the main student mailbox at the Guarini campus.

26.2 The Student understands that any food or grocery delivery is to be received at the Student's assigned apartment, the Student is solely responsible for paying and receiving the orders directly from the provider. The University or the Housing staff will not receive the delivery on the Student's behalf.

Art. 27 Maintenance and Online Maintenance Portal

27.1 The Student understands that the Student is responsible for reporting maintenance issues shortly after they occur. The Student further understands that the Student will immediately report emergency maintenance issues either to the JCU Emergency number (+39 331 656 1907) or to the on-call Resident Assistant or staff in the Housing Office.

27.2 The Student recognizes and understands that non-emergency maintenance issues must be reported online by submitting Maintenance Request form <http://app.johncabot.edu/login.aspx> or in-person during normal office hours or on the next business day.

27.3 The Student understands that in the case of vandalism, the Housing Office reserves the right to impose additional sanctions. The Student further recognizes and understands that FThe Housing Office reserves the right to charge for sustained excessive utility usages.

27.4 The Student understands that all maintenance issues, including internal/external fixtures or structures (i.e., plumbing, electrical, built-in deco/furniture, lighting, heating) must be reported to the Housing Office without tampering or "Do-It-Yourself" repairs. Any damage caused by unauthorized repairs will result in fines and the Housing Office reserves the right to impose additional sanctions.

27.5 The Student understands that the Student will be liable for any cleaning costs caused by the Student's actions or negligence, carelessness, or malice. If the Student does not meet the obligation to repay or reimburse

the University for these costs, the University may withhold administrative documents of the Student until the balance is paid in full.

27.6 The Student understands that the Student will be solely liable for intentional or unintentional damages to University Housing during the Term of the Contract. The damage that occurred in the communal areas will be assessed and all Students in the same unit may be held jointly responsible.

Online Housing Maintenance Portal

27.7 The Student acknowledges that the Student will receive a link to the JCU Online Housing Maintenance Portal upon moving into University Housing, and the Student agrees to report any pre-existing damages or condition upon arrival. Any unreported pre-existing issues will waive the Student's right to contest all charges for damage to University Housing at the end of the semester.

27.8 The Student agrees to submit maintenance requests on the JCU Online Housing Maintenance Portal during the semester with detailed descriptions or conditions of the issue. In addition, the Student understands that failure to submit maintenance requests on the portal will result in service delays and interventions.

27.9 The Student understands that after submitting the Online Maintenance request, the Maintenance and Cleaning team will attend to the request(s) as soon as possible. The Student also acknowledges that any non-urgent maintenance requests submitted on the portal during the non-office hours will be received and processed on the next business day.

Art. 28 Network (Wi-Fi) Connections

28.1 The Student understands that JCU Wi-Fi connection is guaranteed in only one of the communal areas of each apartment; it is not assured in any of the bedrooms. John Cabot University does not accept any liability for problems with internet providers and will not intervene in internet maintenance.

Art. 29 Noise Policy – Quiet Hours

(See Art. 39 Table 1)

29.1 In accordance with Italian Law, the Quiet Hours are from 11:00 PM-7:00 AM and 1:00 PM-4:00 PM. During these times, the Student understands that there should be no excessive noise within the any JCU Residence or apartment. Students found in violation of this policy will be considered as "Disturbing the Peace."

Art. 30 Personal Transportation - Bicycles, Scooters, & Other vehicles

30.1 The Student understands that bicycles are to be stored in the designated area in the courtyards (where available) and not within individual Student apartments or hallways. The Student further understands that bicycles may be chained to designated racks only, and not to railings, banisters, fences or next to any University buildings.

30.2 The Student understands that motorized scooters and other modes of motor transport are not allowed within the premises of any JCU Residence or apartment. The Student further understands that, if the Student has a scooter, the Student is responsible for finding the Student's own parking space.

30.3 The Student recognizes and understands that vehicles parked or locked in inappropriate locations may be removed at the owner's expense. The Student further understands that vehicles should be locked when not in use.

Art. 31 Prohibited Items and Substances

(See Art. 39 Table 1)

31.1 The Parties agree that the following items are prohibited in University Housing

- a. Air Conditioners (portable or wall-installation)
- b. Ammunition
- c. Controlled substances such as drugs, unauthorized medications
- d. Firearms or explosives
- e. Flammable items or any device that produces an open flame
 - a. Candles
 - b. Incense
 - c. Firecrackers
- f. Halogen lamps
- g. Hot plates, grills
- h. Loft beds
- i. Pets*
- j. Television or satellite equipment
- k. Vaporizing equipment or apparatus often used for illicit substances
- l. Weapons or any items considered to be dangerous
 - a. Firearms includes Stun, Taser, paint ball, airsoft, pellets, air, BB guns
 - b. Knives include pocket, switch blade, butterfly knives
 - c. Clubs, brass knuckles, icepicks, and other items considered to be dangerous

Any other equipment that will disturb the harmonious living conditions of University Housing is at the discretion of the University or its employees and representatives.

* The Student recognizes and understands that the Student is not permitted to keep pets or animals in University Housing. The Student further understands that, with proper documentation expressing the need for a service animal, they will send the documentation in advance to the University thirty-days (30) prior to the arrival of the Student so that John Cabot University may make the necessary preparations.

Art. 32 Residence Closure and Intersession

32.1 The Student understands that Housing Front Desk may close during academic sessions for Italian or American national holidays. The Student further understands that University Housing closes during the intersession breaks (i.e., between Fall-Spring, Spring-Summer I, Summer I-Summer II, and Summer II-Fall), during which time residents have NO access to the buildings.

Art. 33 Room Entry and Inspection

33.1 The Student understands that the University Housing Office (including Resident Assistants), the maintenance/cleaning personnel or the security staff reserve the right to enter the Student's University Housing with or without the Student's presence. Any entry into University Housing done by the aforementioned outside the Student's presence shall be communicated to the Student.

33.2 The Student understands that the University reserves the right to perform random checks and inspections for violations of the JCU Housing Policies and Regulations if there is reason to believe that a violation has occurred.

Art. 34 Safety - Elevator, Emergency Doors, Fire Extinguisher, Fire/Smoke Alarms and Emergency Evacuation (Fire, Gas leak, Flood)

(See Art. 39 Table 1)

34.1 The Student understands that elevators will only operate from 7:00 AM to 11:30 PM in the Gianicolo Residence. The Student further understands that the elevators in all other residences should operate 24/7. If there is any problem with the elevator, the Student must immediately report to the Housing Office, Resident Assistants, or security guards.

34.2 The Student recognizes and understands that tampering with elevators can pose serious safety risks for all residents. If a Student is seen tampering with or vandalizing the elevator in any way, the Student will receive disciplinary action and sanction.

34.3 The Student understands that the Student must always use stairs in case of emergency, and the use of elevators remains suspended until further notice from the JCU Staff.

34.4 The Student understands that unauthorized use of emergency exit doors will be automatically fined EUR 1000/ USD 1000 in addition to fines for any damage and/or misconduct. The Student further understands that University Housing can deny or limit entry to the University Housing facilities after Student's removal from the University Housing. The Student will be ineligible for any refunds or permitted to re-apply University Housing for future semesters.

34.5 The Student recognizes and understands that the Student should only attempt to extinguish a fire if the Student is knowledgeable in the use of fire extinguishers. The Student must immediately call the JCU Emergency number (+39 331 656 1907).

34.6 The Student understands that tampering with or misuse of fire extinguishers, emergency exit doors, or fire/smoke alarms located in the apartments, hallways, and public areas will result in automatic sanction and financial restitution of any damage caused by such action. The Student further understands that violation of this policy is grounds for removal from University Housing.

34.7 The Student acknowledges that the Safety and Evacuation route is displayed on the back of each apartment door and the Student must follow the instructions in a case of emergency.

34.8 The Student agrees to evacuate immediately and calmly from the University Housing facilities during the emergency evacuation. If Student is unable to evacuate in a timely manner due to limited mobility, the Student can request for additional assistance at the beginning of the semester by emailing housing@johncabot.edu.

34.9 The Student must fully participate during the emergency evacuation drills. If the Student fails to comply with the evacuation protocol or directives from the JCU staff, the Student will be documented.

34.10 The Student agrees to follow the evacuation protocol instructed by the JCU staff. Any behaviors which jeopardize danger to self or others will be documented and will result in disciplinary action by the Dean of Students.

Art. 35 Smoking

(See Art. 39 Table 1)

35.1 The Student acknowledges and understands that smoking of any legal or illegal substance is expressly

prohibited in University Housing. The Student agrees that the Student will not smoke in the Student's University Housing, on any balcony affixed to University Housing, or any courtyard therein.

35.2 The Student understands that any residue left from smoking (such as cigarette buds, ashes, odor, burned marks etc.) in the University Housing premises or in JCU managed apartments will be used as evidence of smoking violation. The Student further understands that such violation will result in disciplinary action and sanction.

35.3 The Student further recognizes and agrees that all the aforementioned policies also apply to any visitors to the Student's University Housing.

Art. 36 Sports Equipment and Hall Sports

36.1 The Student understands that the use of sports and recreational equipment (such as Frisbees, rollerblades, skateboards, soccer balls, basketballs, tennis balls, ping pong balls, etc.) is expressly prohibited inside any University Housing apartments or within the premises of the residence buildings unless otherwise specified.

Art. 37 Vandalism and Damages to University property

(See Art. 39 Table 1)

37.1 The Student is responsible for any deliberate damage done to the Student's living and communal area or to any university property (i.e., doors, walls, light fixtures, vending machines, furniture). The Student is subject to monetary fines and disciplinary proceedings.

37.2 The Student agrees that failure to report any negligent or problematic behavior presented by other students is considered complicit with misconduct, on their part or the part of others around them. The Student understands that the Student is also held accountable for failing to uphold community standards of positive engagement and mutual accountability for equal adherence to the Code of Student Conduct and Housing Policies

37.3 The Student agrees that the Student is jointly responsible and will be charged an equal share of the costs for damage occurring to the common, public, and semi-private areas, along with other resident Students, where the University cannot determine the identity of the responsible party. The Student(s) shall pay all charges when due according to the date set by the University.

37.4 The Student understands that the University is not responsible for any damage caused from misuse or malfunction of the student's *personal items. The Student further agrees that any non-JCU Standard items found in the apartment must be used at the Student's own risk and responsibility. The University reserves the right to apply fines or cost of repairs to the Student's account if such item(s) cause any damage to the university property.

37.5 The Student agrees to use appropriate voltage converters and adapters with the Student's *personal items. The Student further understands that the university will not refund or replace any damaged items purchased by the Student.

*Including appliances or electronics such as coffee maker, toaster, juicer, mixer, portable heater, mobile devices, etc.

37.5 The Student authorizes the University to charge the Student's account in the case of the above-mentioned damage or excessive use of utilities. Any unsettled balances on the Student's account due to payments owed

for the above or any other issue that caused a charge to the Student's account will create a hold on the Student's account and will prevent the Student from viewing certain aspects of their Student account or administrative documents.

Art. 38 Visitors and Overnight Guests

(See Art. 39 Table 1)

38.1 The Student understands that the Student is expected to cooperate with the residence security guards and should present a valid ID when requested.

38.2 The Student understands that overnight guests are never permitted in University residences or in the Neighborhood apartments. The Student agrees that the Student will not have any **overnight guests.

** Overnight guests include friends, family, JCU, non-JCU, Housing students assigned to other units, residences, or neighborhood apartments.

38.3 The Student understand that all current JCU students are allowed to visit residents in JCU Housing between 9am and 11pm. The visitor(s) must scan in and out for each visit with a JCU ID to access JCU residences. If visitor's JCU ID is not present, the entry to the building will be denied.

38.4 The Students agrees that any external visitors (non-JCU persons including friends and family) are NOT allowed to enter JCU Housing buildings.

38.5 The Student understands and agrees to the rules and regulations stated on the Supplemental to Housing Contract (COVID-19) regarding Social Distancing and visitors. The Student further understands that the Supplemental to Housing Contract (COVID-19) is subject to change at any time by University Housing with the mandates of the Italian Government as it relates to public health and safety. Should any changes be mandated by the Italian Government, the COVID Alerts for JCU Community (<https://www.johncabot.edu/covid-19-response/updates-and-alerts-jcu-community.aspx>) is updated.

Section 3 – Sanctions

The Student is responsible for adhering to the expectations published in John Cabot University's Student Code of Conduct, in the Student Handbook available at: <http://www.johncabot.edu/Student-life/policies/Student%20Handbook.pdf>.

Art. 39 Sanctions

(See Pg. 23-24 for fee schedule)

39.1 The Student understands that any violation of the Code of Student Conduct, Housing Policies, or local law may subject the Student to disciplinary action.

39.2 The University may apply sanctions only after formal contestation to the Student and listening to the Student's defense. Sanctions may not be applied considering justified or acceptable reasons for the alleged violation.

39.3 The University will apply sanctions only following a thorough evaluation of the facts, circumstances; any defense presented considering all interests involved the interest of the individual and the best interests and reputation of John Cabot University.

39.4 The Student recognizes and understands that the existence of a prior history of misconduct may increase

the severity of a sanction beyond what is described in this document. These cases may also be referred to the Dean of Students Office.

39.5 The Student understands that John Cabot University reserves the right to modify sanctions as deemed appropriate.

39.6 The Student understands that monetary sanctions will be charged to the Student's Student account and can be paid in person at the Finance Office or through the online payment system on the JCU website. The Student further understands that the Student is required to pay in the Student's pre-established billing currency.

39.7 The Student understands that, in the case of an outstanding balance, a hold will be placed on the Student's Student Account. The Student further understands that, until the balance has been paid, all administrative documents may be withheld and eligibility for future University Housing and class registration may be affected. The University will always act fairly to respect and protect the academic and/or personal interests of the Student.

39.8 The Student understands that educational sanctions may include but are not limited to completing a program (e.g., Check Up & Choices), writing a paper, or submitting a letter of apology to the complainant/affected party.

39.9 This is a defined period of observation and review. If a Student is found guilty of any violation of the *University Housing Policies and Regulations*, the *Student Code of Conduct* while on Residential Probation Level 2, during the specified period, immediate separation from University Housing and termination of the Housing Contract may take place.

39.10 The University Housing Contract can be immediately terminated due to egregious violations of the policies listed in the *Student Code of Conduct*, the *University Housing Policies and Regulations* or an order of the Dean of Students' Office. A Student whose University Housing Contract is terminated in this manner will be held responsible for the full cost of their assigned housing for the remainder of the academic session.

39.11 The Student understands that John Cabot University may inform the Student's home school regarding inappropriate, negligent, or problematic behavior. Furthermore, John Cabot University may inform the Student's parents/guardians of conduct situation if the student's actions demonstrate repeated behavior of non-compliance.

Art. 40 Appeal Process

40.1 In accordance with the JCU Student Code of Conduct, Students have the right to appeal against a disciplinary or administrative decision made during the Conduct process. To succeed on appeal, Students must demonstrate:

- a. A lack of fairness in the procedures,
- b. A violation of the process; or
- c. Significant added information, such as a justified reason, alters the facts of the matter and thus the appropriate outcome.

40.2 The severity of a sanction is not a legitimate ground for an appeal. However, a student may ask that the sanction be reviewed as part of the appeal process.

40.3 Letters of appeal regarding Housing violations must be addressed to the Director of Housing while Community violations should be sent to the Dean of Students. Appeals must be received within five (5) business days of the date of the notification of the conduct sanction. The Office of Housing and Residence

Life shall decide on any appeals within 15 days and inform the Student of their duly motivated decision in writing. If the Office of Housing and Residence Life decides that the appeal has merit, s/he may:

- a. Modify the recommended sanction by making it more severe, less severe, or otherwise different.
- b. Refer the case to a new Administrative Hearing panel; or
- c. Remand the case to the original hearing panel for further review.

40.4 If the Office of Housing and Residence decides that the appeal does not have merit, the sanctions become effective immediately. During the appeal process, sanctions are upheld while awaiting a final decision.

Following on the next page is a list of possible monetary fines that may be applied based on the circumstances of the violation and conduct history of the student responsible.

Table 1: Violation and Fines

Community Violation - Student conduct that is knowingly negligent in compliance with University Housing and student life policies, including behavior that risks general community safety and security.

***Non-Compliance Community Fines:** EUR 45/50 USD to EUR 130/150 USD (for any property damage/maintenance/cleaning that is a result of student misconduct, the student will be charged a fee that addresses both the cost of replacement/repair/cleaning and the misconduct. Fines may supersede EUR 130/150 USD based on damage caused and resulting fees from external companies or parts for replacement)

Housing Violation – Housing Fines: listed below.

Description of Violation	Fines
Alcohol and Drugs	(Community Violation)
Hard liquor on any JCU property	See *Non-Compliance Community Violation
More than one bottle of wine or beer per student (including empty bottles)	See *Non-Compliance Community Violation
All alcohol in Gianicolo residence or Lungara Apartments during Fall programs	See *Non-Compliance Community Violation
All illegal drugs (including marijuana in any form, even marijuana products sold legally in Italy), as well as any controlled substance without the prescription of a doctor for the individual in possession and consuming said prescribed drug	See *Non-Compliance Community Violation
Any paraphernalia related to drugs (i.e., grinders and bongs). Rolling paper and lighters are allowed.	See *Non-Compliance Community Violation
Defenestration	(Community Violation)
Defenestration of person(s) or items	EUR 300/390 USD
Keys and ID	(Housing Violation)
Assistance of 24-Hour locksmith	Cost of external service
Return of unidentified key(s) or keys duplicated without permission	EUR 45/50 USD
Lock replacement	EUR 45/50 USD plus cost of replacement/repair
Lost/Damaged Key Replacement	EUR 45/50 USD
Lost/Damaged ID card Replacement	EUR 10/13 USD for 1 st offense EUR 24/32 USD for each further offense
Maintenance / Cleaning	(Housing and Community Violation)
Extraordinary Cleaning	EUR 45/50 USD to EUR 130/150 USD
Failure to pre-sort trash and recycling	EUR 30/35 USD per resident for 2nd offense. Subsequent offenses, Community Violation
Unsanitary conditions (i.e., accumulated trash, spoiled food, dirty dishes, excessive clutter)	EUR 30/35 USD per resident for 2nd offense. Subsequent offenses, Community Violation
Unauthorized “Do-it-Yourself” repairs or tampering with internal/external structures and fixtures	EUR 45/50 USD plus cost of replacement/repair/cleaning
Damage caused by unauthorized decoration	Warning plus cost of replacement/repair/cleaning

Damages, Missing University properties (i.e., furniture, walls, floors, appliances, A/C remotes)	EUR 45/50 USD plus cost of replacement/repair/cleaning and/or Community Violation
Move-in / Move-out	(Housing Violation)
Failure to complete Online Check-out form prior to the deadline	EUR 50/65 USD per resident
Failure to vacate the apartment by the move-out deadline (12:00pm)	EUR 50/65 USD per resident
Failure to leave the apartment in the condition found on the Move-in day (i.e., excessive trash/recycle, dirty dishes, spoiled food, personal items) left behind after the Move-out.	EUR 50/65 USD per resident
Any Housing violation found during the Move-out inspection (i.e., smoking, excessive number of empty alcohol bottles, hard-liquor, drug paraphernalia, unreported damage etc.)	EUR 45/50 USD to EUR 130/150 USD
Failure to return the apartment key(s) by the move-out deadline (12:00pm)	EUR 50/65 USD per resident
Return of unidentified key(s) or with wrong key tags	EUR 50/65 USD per resident
Failure to retrieve personal belongings from the University Housing storage by the given deadline	EUR 50/65 USD per day after 3rd warning
Noise Policy – Quiet Hours	(Community Violation)
Disturbing the peace (including excessive noise)	See *Non-Compliance Community Violation
Failure to comply with Quiet Hours	See *Non-Compliance Community Violation
Prohibited Items and Substances	(Community Violation)
Prohibited items - Fire hazard (i.e., candles, incense, hot plates)	Removal of the item(s) at student's expense
Prohibited items – Safety hazard (i.e., weapons)	See *Non-Compliance Community Violation
Prohibited items – non-hazard (i.e., personal TV, Air conditioner)	Removal of the item(s) at student's expense
Safety and Security	(Community Violation)
Tempering with Smoke/alarm Detector, Fire extinguishers, Emergency exits Doors, Safety signs, Elevators	EUR 200/250 USD
Damage caused by tempering with safety device or equipment	EUR 200/250 USD plus any additional cost of replacement/repair
Misuse of Emergency exit doors	EUR 1000/1000USD
Failed to comply with Safety protocol and/or directives during emergency evacuation or Fire drill	See *Non-Compliance Community Violation
Misuse of Emergency Number	See *Non-Compliance Community Violation
Security Violations (i.e., deceiving guards, misuse of ID)	See *Non-Compliance Community Violation
Failure to comply with staff/security directives	See *Non-Compliance Community Violation
Smoking	(Community Violation)
Smoking	See *Non-Compliance Community Violation
Vandalism	(Community Violation)
Damage to University property (i.e., walls, vending machines)	See *Non-Compliance Community Violation
Visitors and Overnight Guests	(Community Violation)
Failure to register/check-in/check-out guest(s)	See *Non-Compliance Community Violation
Overnight Guest	EUR 1549/1700
Damage/violation caused by guest(s)	See *Non-Compliance Community Violation

Notes: All *Housing Policies and Regulations* are subject to reviews and changes. Changes to either the Student Code of Conduct or Housing Policies and Procedures will be communicated to the entire JCU community.