



**JCU Housing
Policies and Regulations
2019-2020**

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Dear Resident,

Welcome to John Cabot University Housing!

In choosing to study at John Cabot University in Rome, you are opening yourself up to a world of new challenges and opportunities. As a resident in JCU Housing, you will have the rewarding experience of being a part of both a residential and educational community. This wonderful opportunity will allow you to live as an independent adult in the center of this historic city. We hope that you make the most of it and will have precious memories to cherish for years to come!

In order to create and maintain a healthy and safe community, it is important that you read and understand this handbook completely. If you have any questions about the material, please ask for clarification during the Mandatory Housing Workshop that is held during Orientation Week. You may also contact the Office of Housing and Residential Life directly via email at housing@johncabot.edu at any point during the academic semester.

Regardless of whether this is your first international experience or if you are a seasoned traveler, the Housing Office has set up a full support system to help ease your transition to Rome and improve the quality of your educational experience. At the center of this network is your Resident Assistant (RA), who will help you settle into the city, foster a sense of community in the neighborhood, and serve as your point of reference whenever you may need assistance during your stay in John Cabot Housing.

Enjoy your time in Rome, study hard, and always treat yourself and your peers with respect. We look forward to seeing you around the neighborhood.

Sincerely,

The John Cabot University Housing Staff

Resident Rights and Responsibilities

RIGHTS

Residents in the JCU 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 JCU Housing have the responsibility 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 JCU 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 so as to be completely unaware of the general state of affairs in the apartment. If residents are uncomfortable with the behavior of their housemates, they are invited to contact their assigned RA or the Residence Life office to discuss options for mediation or intervention.
- Respond to all reasonable requests by members of their apartment, RAs, and JCU staff;
- 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 for the safety of the residential community;
- Treat roommate(s) with respect and consideration;
- Read and respect the *JCU 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 include 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 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 particular accommodation to 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 demand 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 satisfy every relocation request and relocations are approved based on serious need or emergency circumstances. The University will be held harmless in the event that a housing change 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 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.

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 of 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 JCU Housing. See JCU Student Handbook Title IX Policy for details.

3.5 The Student understands that bullying in any form is strictly 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 Workshop

4.1 The Student understands that the University requires that all Students who intend to live in University housing attend the mandatory Housing Workshop during Orientation Week.

4.2 The Student understands that each Student is assigned a time slot by the University Housing Office and is required to attend at that time. By signing the Housing Contract, the Student acknowledges that the Student is

required to attend the Mandatory Housing Workshop.

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 property that is 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 property, 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 simultaneous with the execution of this Contract.

Art. 8 Minor Students in JCU 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 JCU 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 arrivals will be permitted prior to the Student's assigned move-in date, and any requests to arrive after the established move-in dates 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 JCU 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 followed move-out procedures. The Student further understands that failure to properly complete move-out procedures 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.

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 strictly 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 JCU 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 to the following additional policies as they relate to the expectations of residential community living.

The Student understand 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 report 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 JCU housing, including the prohibition of playing alcohol related games such as beer pong and flip-cup.

15.3 The Student understands that *all residents are 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.

* The Student understands and agrees that the Gianicolo Residence is "Alcohol-Free" residence *only* during Fall semesters. NO Alcohol is permitted.

* The student understands and agrees that all minor-aged students living in housing are absolutely prohibited from consuming alcohol on campus as well as being knowingly present where the consumption of alcohol is taking place in JCU housing.

15.4 The Student understands that NO hard liquor above 14% alc/vol is permitted in the 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 Alcohol that is found on University premises will be documented and disposed of immediately.

Drugs

15.7 The Student agrees that the use of any illegal or illicit substances is strictly 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 including bedrooms and common areas such as the living room and bathroom/s, Study room, Social room, closets, any balcony affixed to University Housing, or any courtyard therein

*legal marijuana use for medical reasons must submit official medical document and prescription to Housing office. Smoking policy still enforced. (See Art. 35)

15.9 The Student understands that drug paraphernalia or items that may be used for illegal drug use are strictly prohibited. Examples of such items include, but are not limited to, the following: grinder, roach clips, bong, any type of water pipe, or any object filled with water through which smoke can be drawn (i.e. hookah pipes, shisha pipes, nargila).

16.0 Any illegal paraphernalia found on university premises will be documented and disposed of, either by 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 or security personnel) to access entry to any JCU 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 and Maintenance

(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. The Student agrees to be subject to sanctions, including but not limited to sanctions, if the Student's apartment is found in conditions that might detrimentally affect the health, safety, hygiene and well-being of all tenants.

Cleaning

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 common 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 good condition. The Student is aware that the cleaning staff will not dispose of garbage, clean dishes or clean an apartment found in an unacceptable state of filth or clutter.

17.4 The Student understands that, in the case where the Student fails to pre-sort the Student's trash and recycling, or does not leave the Student's trash and recycling in the appropriate bins, the Student may be subject to sanctions. The Student further understands that the Student may also be subject to additional sanctions applied by the municipal recycling agency.

17.5 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.

Maintenance

17.6 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 Emergency Phone or to the on-call Resident Assistant or staff in the Housing Office.

17.7 The Student recognizes and understands that non-emergency maintenance issues should 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.

17.8 The Student understands that, in the case the heating/air conditioning remote is lost and/or disconnected from its chain, the Student will be subject a service charge. The Student further understands that in the case of vandalism, the Housing Office reserves the right to impose an additional sanction. The Student further recognizes and understands that The Housing Office reserves the right to charge for sustained excessive utility usage.

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

Art. 18 Decorations

(See Art. 39 Table 1)

18.1 The Student recognizes and understands that it is prohibited to attach any signs, posters, stickers, or other items to doors and/or walls inside or outside the apartment, unless formally approved by the Housing Office.

18.2 The Student further understands that the painting of bedrooms, common 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. The Student further understands that flowerpots or any similar objects are not allowed on the windowsills or balconies.

19.2 The Student understands that such behavior is considered inappropriate conduct and sanctions will be applied accordingly. Violation of this policy is grounds for the Student's removal from JCU Housing.

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 remaining rent.

Art. 21 Furniture

(See Art. 39 Table 1)

21.1 The Student understands that charges may be made against damages 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 common 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 they are prohibited to rearrange JCU provided furniture. If Student adds additional appliances or furniture in the Student's apartment, 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 JCU 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 show the Student's JCU ID Card upon entering the Gianicolo Residence and Viale Trastevere Apartments. In the event that the Student is not clearly identified by his or her 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 If a Student arrives at the Gianicolo Residence/Viale Trastevere Apartments without his or her 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 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 Residence. The Student will also be issued a Facilitated Entry Ticket valid for 23 hours. After 23 hours, if the ID cannot be found, the Student will need to request a replacement ID from the Housing Office, Tiber, or Guarini campus.
- c. 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.

23.4 If the Student forgets the Student's ID, the Student understands the following procedure will take place:

- a. First time: Staff will identify the Student and the event will be recorded on the Student's residential conduct record.
- b. Second time: The incident will be recorded on the Student's residential conduct record as a second violation. The Student will be sent an email warning against further incidents.
- c. All subsequent times: The Student will incur sanctions. The Student will be notified via email. The incident(s) will be recorded on the Student's residential conduct record and the Student may be required to have a meeting with a Housing Office staff member.

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. In the event that 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 in light of 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 23-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 have to 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 remain locked at all times, unless authorized by the Housing and Residential Life Office.

Art. 25 Luggage Storage

25.1 The Student agrees that any unauthorized personal items left in apartments or common spaces for more than 48 hours will be disposed of at the expense of the responsible Student.

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

Art. 26 Mail

26.1 The Student understands that the University is not able to accept any packages mailed to any University Residence/Apartment buildings.

Art. 27 Network (Wifi) Connections

27.1 The Student understands that JCU Wi-Fi connection is guaranteed in only one of the common 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. 28 Noise Policy – Quiet Hours

(See Art. 39 Table 1)

28.1 In accordance with Italian Law, 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. 29 Online Housing Inventory

29.1 Upon arrival, every Student will receive information regarding the Online Housing Inventory Form. The form shall be used to make specific note of the conditions of the University Housing upon move-in. The Online Housing Inventory Form must be completed online and will be the official record of the condition of the premises upon the Student taking possession.

- a. The Student agrees that if the Student finds any conditions that are unsanitary, unsafe, or find damage

to the University Housing, the Student will note it on the Online Housing Inventory Form and inform University Residence Life immediately. The Student agrees to return the University Housing in the same condition as upon arrival.

- b. If the Student does not complete the Online Housing Inventory Form, the Student agrees that the Student has waived the Student's right to contest all charges for damage to University Housing at the end of the Term. After waiver of the Online Housing Inventory Form, the Student understands that the Student will be solely liable for intentional or unintentional damages to University Housing during the Term of this Contract. The damages for which the Student may be charged relate to the Student living area or any common areas of which the Student has access.

29.2 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.

Art. 30 Personal Transport - 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 strictly 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 use of illicit substances
- l. Weapons or any items considered to be dangerous
 - a. Firearms includes Stun, Taser, paint ball, airsoft, pellet, air, BB guns
 - b. Knives includes 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 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 JCU 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 JCU Housing may close during academic sessions for Italian or American national holidays. The Student further understands that all JCU Residences will be closed during the intersession breaks (i.e., between Fall-Spring, Spring-Summer I, Summer I-Summer II and Summer II-Fall), during which time residents will not have access to the buildings.

Returning Residents

32.2 The Student recognizes and understands that the Gianicolo Residence offers storage facilities during intersession breaks **only** to students enrolled in consecutive semesters and in JCU Housing. (i.e., between Fall-Spring, Spring-Summer I, Summer I-Summer II and Summer II-Fall.) The Student further understands that these cases must be approved by the Housing Office before move-out.

32.3 The Student understands that Student is only allowed to store luggage in the designated area during the hours instructed by the Housing Office. The Student further agrees that the Student's respective belongings must be removed from the unit and stored no later than 12:00 PM of the Student's move-out day.

32.4 The Student further 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.

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 - Fire, Emergency Doors and Elevators

(See Art. 39 Table 1)

34.1 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.

34.2 The Student understands that tampering with or misuse of fire extinguishers is strictly prohibited, and abuse of a fire extinguisher will result in an automatic sanction and financial restitution of any damage caused by this action. The Student further understands that violation of this policy is grounds for removal from JCU Housing.

34.3 The Student recognizes and understands tampering with smoke detectors is strictly prohibited. Abuse of a smoke detector will result in an automatic sanction and financial restitution of any damage caused by this action. The Student further understands that violation of this policy is grounds for removal from JCU Housing.

34.4 The Student understands that tampering with Emergency doors will result in sanctions.

34.5 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 23/7. In the event that there is any problem with the elevator, the Student must immediately report to the Housing Office, an RA, or a security guard.

34.6 The Student recognizes and understands that tampering with the elevators can pose serious safety risks for all residents. In the event that a Student is seen tampering with or vandalizing the elevator in any way, the Student will receive disciplinary action and damage charges will be assessed.

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 further recognizes and agrees that all of the aforementioned policies also apply to any visitors of 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 JCU 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 solely responsible for any deliberate damages done to the Student's living and common area or towards any university property. (i.e. doors, walls, light fixtures, vending machines, furniture) Student is subject to monetary fines and disciplinary proceedings.

37.2 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.

37.3 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 and the Student's guest(s) are 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 housing. The Student agrees that the Student will not have any **overnight guests.

** Overnight guests include persons of JCU, non-JCU, or Housing students assigned to other units, residences, or independent apartments.

38.3 The Student understands that the Student has the privilege to host a visitor in the Residence between the hours of 9:00 AM - 11:30PM and the Student agrees to properly register the Student's guest with the security team as outlined in the JCU Housing Policies and Regulations.

38.4 The Student understands that if, at any time, a visitor of the Student is left unattended or alone in University Housing, the Student will be liable for any violations caused by the Student's visitor and will be held responsible for all costs of any damages caused by the visitor.

38.5 The Student understands that residents visiting from other JCU Housing or outside visitors do not have the right to bring in their own alcohol.

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

39.1 The Student understand 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 his/her defense. Sanctions may not be applied in light of justified or acceptable reason for the alleged violation.

39.3 The University will apply sanctions only following a thorough evaluation of the facts, circumstances, any defense presented considering the all interests involved in particular 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 JCU Housing and class registration may be affected. The University will always act fairly in order 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 *JCU Housing Policies and Regulations*, the *Student Code of Conduct* while on Residential Probation Level 2, during the specified period, immediate separation from JCU Housing and termination of the Housing Contract may take place.

39.10 The JCU Housing Contract can be immediately terminated due to egregious violations of the policies listed in the *Student Code of Conduct*, the *JCU Housing Policies and Regulations* or an order of the Dean of Students' Office. A Student whose JCU 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.

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 responsible student.

Table 1 of Violation and Fines

Description of Violation	Fines
<p>Non-Compliance (student conduct that is knowingly negligent in compliance with JCU housing and student life policies, including behavior that risks general community safety and security) **Below is a list of most common infractions with any additional/extraordinary costs noted, as well as standard fines for replacement of ID cards and keys**</p>	<p>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)</p>
Alcohol and Drugs	
Hard liquor on any JCU property	
More than one bottle of wine or beer per student (including empty bottles)	
Any and all alcohol in Gianicolo residence during Fall programs	
Any and 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	
Any and all paraphernalia related to drugs (i.e. grinders and bongs). Rolling papers and lighters are allowed.	
Move-in / Move-out	
Failure to complete check-out forms prior to the deadline	EUR 50/65 USD per resident
Leaving the apartment after the move-out deadline	EUR 50/65 USD per resident
Maintenance / Cleaning	
Extraordinary Cleaning	
Failure to pre-sort trash and recycling	
Linens (Missing/Damaged)	
Heating/air conditioning remote (Missing/Damaged/disconnected from its chain)	
Unsanitary conditions (including after move-out, i.e. left garbage, food, or personal belongings)	
Unauthorized "Do-it-Yourself" repairs or tempering with internal/external structures and fixtures	
Damage caused by decorative items	
Extra Furniture	
Mattress (Missing/Damaged)	
Defenestration	
Defenestration of person(s)	EUR 300/390 USD
Throwing items out of window	
Building Entry and Exit	
Facilitated Entry ticket	EUR 10/13 USD for 3 rd and subsequent offenses
Lost/Damaged ID Replacement	EUR 10/13 USD for 1 st offense, EUR 24/32 USD for each further offense
Key and Security	
Assistance of 23-Hour locksmith	

Return of unidentified key(s) or keys duplicated without permission	EUR 45/50 USD
Lock replacement	
Lost/Damaged Key Replacement	EUR 45/50 USD
Misuse of Emergency Number	
Security Violations (i.e. deceiving guards, misuse of ID)	
Failure to comply with staff/security directives	
Noise Policy – Quiet Hours	
Disturbing the peace (including excessive noise)	
Failure to comply to Quiet Hours	
Prohibited Items and Substances	
Prohibited items - Fire hazard (i.e. candles, hot plates)	
Prohibited items – Safety hazard (i.e. weapons)	
Prohibited items – Non-hazard (i.e. TV, Air conditioner)	
Safety	
Smoke Detector, Fire extinguishers, Emergency exits, Elevators (Tampering with)	EUR 200/250 USD
Damage caused by tampering with safety device or equipment	EUR 200/250 USD plus any additional cost of replacement/repair
Smoking	
Smoking	
Vandalism	
Damage to University property (i.e. walls, vending machines)	
Visitors and Overnight Guests	
Failure to register/check-in/check-out guest(s)	
Overnight Guest	EUR 1549/1700 USD (the penalty according to Italian immigration law)
Damage/violation caused by guest(s)	

Art. 40 Appeal Process

40.1 In accordance with the JCU Student Code of Conduct, Students have the right to appeal 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 new information, such as a justified reason, that 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 (categories A & B) should be addressed to the Director of Housing while community violations (category C) 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.

Notes: All *Housing Policies and Procedures* 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.

This document has been last updated in 03/2019