



**Housing**

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This agreement is made between the University of New Hampshire (hereinafter UNH) and \_\_\_\_\_ (hereinafter USER). Both parties mutually agree to the terms and conditions included herein, including any terms and conditions contained within addendums to this document.

## A. General Provisions

1. **Eligibility.** Individuals eligible for Summer Intern Housing (USER) must meet the following criteria:
  - a. Be an active student enrolled at an institution of higher education. USER must submit a letter on official letter head from the institution in which they are actively enrolled stating that USER:
    - i. Is enrolled in classes for current Summer term; or
    - ii. Was enrolled in the term prior to and the term after the current Summer term.
  - b. Be in good standing for the period of time this Agreement is active. Applicants must submit a letter on official letter head from the institution in which they are actively enrolled stating that the student is not suspended for disciplinary/conduct reasons, or the institution's equivalent status, for the period of occupancy for the Summer Intern Housing program.
  - c. May not be a full-time or part-time student of UNH;
  - d. Be at least 18 years of age; and
  - e. Participating in an educational internship program within reasonable commuting distance from the UNH Durham campus. Applicants must submit a letter on official letter head, signed by the user's internship coordinator, to UNH Housing. The letter must clearly state the name of the internship program, and the start date, end date, and location of the internship. It is not required that USER receives credit for the internship.
  - f. UNH will offer the opportunity to reserve a space on campus at its sole discretion.
2. **Terms & Conditions.** The University grants a limited license to occupy University housing facilities under the terms and conditions stated herein. No lease or landlord-tenant relationship is created by this Agreement. This Agreement is for a period of 10, 11, or 12 weeks from May to August. The Agreement cannot be transferred or reassigned. USER may not sublet their assigned room.

3. **Force Majeure.** In the event that UNH is delayed or unable to provide services pursuant to the agreement due to a force majeure Event, no refund of charges will be made except in the sole discretion of UNH. For purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, hurricane, or other significant weather event or natural disaster, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, acts of God, plague, epidemic, pandemic, power of government or governmental agency or authority, state of emergency, or any other cause like or unlike any cause mentioned above, whether natural or human-caused, which is beyond the control or authority of the University.

UNH and the USER acknowledge the ongoing possibility that a health or safety emergency or other Force Majeure event, may require evacuation or relocation of individuals, or the restricted use of campus housing facilities. Furthermore, during a Force Majeure Event, some agents, employees, or staff contracted by the University to provide certain services to campus housing facilities may not be available or may be significantly limited. UNH may temporarily close and/or place restrictions on the use of housing facilities as necessary in the University's sole discretion to preserve the health and safety of individuals and the campus community. The USER acknowledges that, in the event of such temporary closures, restrictions, and/or adjustments to on-campus housing, the USER must immediately comply with such evacuation or relocation order. The USER further acknowledges that UNH shall not have the obligation to issue any refund or credit for such interruptions or adjustments due to a Force Majeure Event.

4. **Entirety of Contract.** It is expressly understood and agreed that UNH and UNH Housing make no representation or agreements, outside the terms of this Agreement and addendum. Any outside representations or agreements have no force or effect upon the rights or duties of UNH and UNH Housing herein. No terms, provisions or conditions of this Agreement and addenda may be altered, amended or added except upon the execution of written amendment in the same manner as this contract.
5. **Amendments.** The University has the right, at any time, to amend or update this Agreement and University housing policies in the sole discretion of the University.
6. **Liability.** The University shall not be liable directly or indirectly for theft, destruction, or loss of money, valuables, or other personal property, belonging to, or in the custody of, the USER or USER's participants for any cause, or whether such losses occur in the sleeping rooms, storage areas, public areas, hallways, or in the baggage related to shipment or storage. The University provides no insurance for personal possessions. USER must have their own insurance or be included under their family's insurance policy. UNH is not responsible for personal property left behind by users after the date of their withdrawal, departure, or dismissal from University housing. In the event of mechanical difficulty (air conditioning, heat, hot water, and other equipment) or interruptions of electrical power or water service, the University will make reasonable efforts to restore service; however, there will be no reduction of housing charges because of such failure. In the event of damage by fire, water, steam, or other causes which render the room or apartment wholly unfit for occupancy, as determined by UNH Housing, the University reserves the right to reassign USER to an alternative space. If an alternate space is not available, this Agreement may be terminated, and the USER shall not be entitled to recompense for damages except for a pro-rated housing fee refund.
7. **Misrepresentation of Information or Failure to Provide Information.** UNH may cancel this agreement and USER must move out of the premises, if in UNH's judgment, any information was misrepresented by USER in obtaining initial approval from UNH Housing.
8. **Removal from Housing.** At the sole discretion of UNH, failure of USER to continue to meet the eligibility criteria or failure of USER/USER's guests to abide by any aspect of this Agreement, or its related addendums, can result immediate termination of Agreement and/or the removal from University housing facilities of one or all person's associated with USER.

## B. Occupancy, Payments & Cancellation

1. **Housing Assignment:** USER will be assigned by UNH Housing to a designated on-campus housing facility for a period of time based on information collected during registration. Assignment occupancy is limited to the number of beds

provided in each room. Linen will be provided only for the number of beds in each room. Any change requests made after assignments are finalized will be subject to a \$50 change fee. USERS who already have housing accessibility accommodations in place at the institution where they are actively enrolled students, including Emotional Support Animals, may request those approved accommodations be implemented by UNH Housing in their Summer Intern Housing assignment. Documentation of the approved accommodations from the school where actively enrolled is required. Document should not include information the USER's condition. Requests will be implemented on both need and availability.

2. **Occupancy.** Occupancy begins when USER first gains entrance into their room via key. Only the USER assigned and checked into a specific room may occupy that room.
3. **Invoicing & Payment:** USER agrees to pay occupancy and associated fees to UNH, as detailed in the registration process. Fees may be charged before, during, and post-occupancy (i.e. damages, lost keys, etc.).
  - a. There will be a charge as follows for each key or building access card not returned at check-out.
    - i. Building Access Card - \$15 per card
    - ii. Room Key - \$65 per key
  - b. Additional charges may be applied as assessed for damages or excessive trash removal.
4. **Cancellation.** UNH reserves the right to cancel this contract upon notifying USER in writing and make facilities available to other users if payment schedule as specified in this Agreement is not adhered to by USER. Cancellation of this agreement will follow the guidelines provided in the Summer Intern Housing registration page.

## C. Check-In, Check-Out & Staffing

1. **Check-In & Check-Out.** Check-in and check-out times must be agreed upon by USER and UNH Housing no less than ten (10) business days prior to USER's check-in. Arrangements for arrivals after check-in hours must be made beforehand to ensure that staffing is available. UNH Housing does not provide access to the room outside of the agreed upon check-in and check-out times. Before checking out, USER is required to remove all trash, remove all personal possessions, and leave the room clean. Charges for additional cleaning required, removal of personal property, or for any damage or loss of UNH property, normal wear and tear excepted, will be charged to USER.
2. **Summer Conference Housing Office.** The Summer Conference Housing office is open Monday-Friday from 8am-5pm, excepting holidays, for housing assistance. At all other times, an on-campus Housing staff member will be available by phone for assistance for urgent issues and concerns.
3. **Issues & Emergencies During Stay.** The cell phone number for the Summer Conference Housing Manager will be provided to USER prior to and during USER's stay and/or posted in residential buildings and apartments. Emergencies should be directed to campus police at 9-1-1 or 603.862.1427.

## D. Use of Dwellings & Grounds

1. **Selling and Solicitation.** All forms of solicitation are strictly prohibited without written, prior approval from the Assistant Director of Housing. USER agrees to abide by any and all conditions/restrictions set by the Assistant Director of Housing in cases where solicitation is approved.
2. **Lock-Outs.** Lock-out services are provided by the UNH Housing office during regular business hours Monday-Friday and by University staff at all other times. This information and the accompanying phone numbers are available on the UNH Housing website. Charges may apply for lock-outs and/or loaner keys.
3. **Vending Machines.** Tampering with vending machines in any way is strictly prohibited. Under no circumstances is access to the machines to be impeded by USER. Prior approval from the Assistant Director of Housing for solicitation is

not meant to express or otherwise consent to preventing USER or University community members from using the vending machines.

4. **Heat.** Heat is not provided in any summer housing facilities, regardless of weather conditions.
5. **Trash Removal.** User is expected to ensure all personal trash and waste in residential rooms is removed on a regular basis and disposed of properly outside the building. Personal trash from residential rooms should not be disposed of in interior trash cans (i.e. bathrooms, lounges, etc.).
6. **Damages.** Damage and vandalism to UNH property is strictly prohibited. Violators will be subject to dismissal from summer intern housing. USER hereby assumes full responsibility for the acts of USER and USER's guests using UNH facilities under this agreement and hereby agrees to reimburse UNH for any and all damages and/or excessive cleaning charges to facilities during time covered by the agreement. UNH Housing assumes no responsibility for accidents and/or loss of property incurred by USER or USER's guests.
7. **Maximum Occupancy.** The following maximum occupancies apply for University housing:
  - a. No more than ten (10) people may be in a residence hall or apartment bedroom, at any time.
  - b. No more than 20 people may be in a residence hall suite (all rooms in suite combined) or apartment (all rooms in apartment combined) at any time.
8. **Entry / Inspection.** University staff members reserve the right to enter a room or apartment at any time, whether or not an individual is present to:
  - a. Perform maintenance;
  - b. Conduct fire/safety inspections;
  - c. During an emergency; or
  - d. To enforce safety or health policies, regulations or statutes.

Advance notice is not required unless maintenance is expected to be substantially disruptive to students. The Durham Fire Department and the University reserve the right to determine fire safety standards for decorations and appliances and require USER to take action to correct hazards. The University of New Hampshire reserves the right to access and review individual records related to entering or exiting residential buildings.
9. **Manual and Motorized Personal Transportation Devices.** See [UNH's Manual and Motorized Personal Transportation Devices policy](#). All manual and motorized devices must be removed from University housing on or prior to USER's designated move-out date. Devices left after move-out will be considered abandoned and will be removed.
10. **Laundry Service.** Laundry machines are provided within residential communities. The University shall not be liable for any damage to or loss of personal property resulting from the use of the laundry machines, nor shall the University be liable for personal items left unattended in the laundry rooms.
11. **Service Animals.** UNH Housing complies with all federal, state, local, and campus policies regarding service animals. Information about campus policies for service animals is available from the [Civil Rights & Equity Office](#). Individuals with service animals in University housing are responsible for their animal's behavior, including towards other people and facilities. Service animals that display aggressive behaviors or cause an undue burden to the community, may be removed. Damage to University facilities/grounds, beyond typical wear, caused by an individual's service animal will be the financial responsibility of USER. This includes odors, stains, excessive hair, and similar. Animal waste must be properly disposed of outside in a trash receptacle. USER is responsible for providing their own cleaning and waste bagging materials.

12. **Door Access.** Outside doors to University housing facilities are locked 24 hours a day, 7 days a week. USER should safeguard all access cards and keys provided at check-in. Do not prop doors as it may allow others unauthorized access to residential facilities.
13. **Construction, Renovation, Emergency Repairs and Shutoffs.** Construction and/or remodeling or repair of academic and residential buildings on campus are scheduled throughout the summer months. Construction is expected to occur during normal daytime working hours, and could result in disturbances and disruptions including, but not limited to, photography, increased noise and dust in the area surrounding the residence caused by nearby construction, renovation or repairs, but will not otherwise be responsible for any resulting harm.
14. **Title IX.** Behavior that constitutes the university's definition of [sexual misconduct](#) should be reported to UNH Housing. A person who has experienced sexual misconduct is not required but encouraged to report the incident. UNH Housing is obligated to report these incidents to the [Civil Rights and Equity Office](#), for whatever action the Director deems appropriate, including notification to the institution where the individual is actively enrolled as a student and dismissal from university housing.

## E. Behavior Standards & Expectations

USER is expected to adhere to all policies of the University and UNH Housing, regulations and guidelines indicated in this agreement, and any addendum to this document, as well as all local, state and federal laws concerning health, safety, and public order.

1. **Alcohol.** The acquisition, distribution, possession, or consumption of alcohol must be in compliance with all local, state, and federal laws. Possession or consumption of alcohol while under the legal age is prohibited. The Town of Durham enforces an ordinance that prohibits open containers of any alcoholic beverage or liquor at outdoor functions. In addition, UNH prohibits open containers of alcohol, beer or wine in corridors, lobby areas or other common areas of University residence halls and buildings. Persons of legal age are able to consume alcohol within the confines of their own rooms.
2. **Alterations to Premises.** Alterations may not be made in the physical facilities by USER. Alterations include, but are not limited to, movement of furniture from individual rooms or public areas. Alterations in the physical facilities will result in USER being charged for costs associated with restoring the area to its original state.
3. **Animals/Pets.** Pets or animals of any kind, except non-dangerous fish, are prohibited in UNH Housing. One ten- gallon tank containing fish is allowed per room.

While not considered "pets," approved service animals and Emotional Support Animals (ESA's) are the only exceptions considered as reasonable accommodations to this policy. The individual making the request for an ESA should provide to UNH Housing, as soon as practicably possible before moving into UNH, documentation regarding the individual's approved ESA from the institution where USER is actively enrolled. If the request for the ESA is made fewer than 60 days before the individual intends to move in or is made after move-in, UNH Housing cannot guarantee that an approved ESA can be implemented during the term of occupancy. Housing reserves the right to disclose to others impacted by the presence of an ESA (including potential and/or actual roommate(s)/neighbor(s)/UNH Housing staff) that the animal has been approved as an ESA. USER must keep approved animal in control when not in room by cage or leash. Pet waste must be removed from grounds and properly disposed of.

4. **Appliances.** All electrical items in a room must be UL listed or recognized to a UL standard by a nationally recognized testing laboratory. Coffee pots, popcorn poppers, and irons may be used but cannot be plugged in unattended. Refrigerators no larger than 4.5 cubic feet are allowed, to a maximum of one refrigerator per every two assigned room occupants. Microwaves up to 800 watts of power output are allowed. Appliances must be plugged directly into a receptacle.

5. **Common Areas.** Common areas include any areas outside of a bedroom, including lounges, hallways, common bathrooms, public kitchens, and hallway doors where community members must pass every day and therefore cannot avoid.
  - a. USER and their guests are prohibited from displaying materials in common areas.
  - b. Videos shown in the common areas shall comply with all applicable copyright laws.
  - c. Overnight sleeping in common areas is prohibited.
  - d. Single-use bathrooms, as well as common bathroom shower and bath stalls, are single use only.
6. **Cooking.** Meal preparation is not allowed in the residence hall rooms. However, USER may use the community kitchen to prepare snacks. Cooking is not allowed outside of the designated kitchen areas. USER may arrange for a custom meal package purchased from UNH Dining. Cooking is allowed within the kitchen areas of university apartments. Kitchen equipment will not be provided.
7. **Drugs and Other Substances.** Possession, consumption, manufacturing, or distribution of narcotic or other controlled substances except as expressly permitted by law is prohibited.
8. **Failure to Comply.** Refusing to comply with the reasonable directives, verbal or written, of university officials, student staff, or law enforcement officers addressing a situation in UNH Housing, including failure to identify oneself, is prohibited.
9. **Fire Safety.** USER is expected to notify the Fire Department of any fire and safety hazards and to report a fire promptly. USER expected to observe all fire safety procedures established for their building including participation in fire alarm/evacuation drills. USER must leave buildings when a fire alarm is activated. Fire extinguishers and alarm systems shall not be tampered with or tested by unauthorized persons nor should anything cover, be attached to, or hung from detector devices, conduit, or sprinkler heads. USER is expected to help prevent false alarms and should report any tampering with fire safety equipment to the appropriate staff person. USER is financially responsible for charges assessed as a result of tampering with fire safety equipment.
10. **Guests and Visitors.**
  - e. Guests of USER must be always escorted by USER while visiting in the building.
  - f. Overnight guests of USER are not permitted in University housing without advance permission of all individuals of the room/apartment in which they are staying.
  - g. Overnight guests of USER may not stay longer than two nights in any given week.
  - h. USER hereby assumes responsibility for the acts of their guests using UNH facilities under this agreement. USER agrees to reimburse UNH for all damages and/or excessive cleaning charges to facilities caused by USER's guests. UNH Housing assumes no responsibility for accidents and/or loss of property incurred by USER or USER's guests. It is the responsibility of the USER to inform their guests of the terms, policies, and expectations in this agreement, and any addendums.
11. **Harm, Threats, and Endangerment.** Unwelcome physical contact or actions that are intentional or reckless and can be reasonably expected to result in harm or injury are prohibited. Any verbal threat or physically threatening behavior that would cause a reasonable person to fear for their safety is prohibited.
12. **Lewd or Obscene Behavior.** Indecent conduct including public display of intimate body parts, public sexual acts or public urination or defecation are prohibited.
13. **Noise.** USER shall respect and observe the rights of other individuals occupying University housing. Noise that is disruptive to others, including hall and apartment staff, is prohibited. Courtesy hours are always in effect and USER should respect requests of others for quiet. At no time should amplified sound or yelling be directed out or at windows. USER and their guests must maintain reasonable quiet in courtyard areas at all times. The placement of stereo speakers

in such a manner that sound carries out from the apartment or room is strictly prohibited. Compliance with the Durham noise ordinance is required.

14. **Noncompliance.** Failure to comply with the reasonable directives, verbal or written, of university officials, student staff, or law enforcement officers addressing a situation in UNH Housing, including failure to identify oneself.
15. **Recreational and Sporting Activities.** Participating in recreational and sporting activities in a residential environment, including both inside University housing facilities and on building balconies is prohibited. Prohibited activities include, but are not limited to sports, water fights, and rough physical activity. All athletic activities are to be confined to areas outside University housing which are specifically designated for such purposes.
16. **Safety and Security.** The following behaviors can compromise the security of others and are prohibited.
  - i. Giving personal keys, ID card, or lock combination to another person
  - j. Leaving keys or ID card in a public space
  - k. Propping open any door to the outside
  - l. Attempting to force open any secured door
  - m. Interfering with the locking mechanism of any door
  - n. Tampering with or other misuse of elevators or hall equipment
  - o. Allowing individuals to enter the building without using their own entry card
  - p. Removing a window screen
  - q. Damaging any door, lock, or window
  - r. Climbing through windows, being on ledges, porticos or roofs
  - s. Throwing objects out of windows or from roofs of building
17. **Smoking.** In order to protect the health, safety and comfort of University students, faculty and other academic appointees, staff, and visitors, per the [UNH Tobacco-, Smoke-, & Nicotine-Free Policy](#), UNH prohibits the use of tobacco products in facilities and on grounds owned and occupied or leased and occupied by the University.
18. **Prohibited Items.**
  - a. **The following items are prohibited in all on-campus housing facilities:** Halogen lamps, electric heaters, electric blankets, lava lamps, and other decorative objects which heat up, live holiday decorations (i.e., Christmas trees), candles, wax tarts, incense, explosives, fireworks, hazardous chemicals, motorized vehicles of any kind, including hoverboards, or parts and accessories for any motor vehicle, non-University provided air conditioners of any type, clothes washers and dryers, dishwashers, and water beds.
  - b. **The following items are prohibited in the residence halls (but allowed in University apartments):** induction plates, hot plates, rice makers, pressure cookers/Instant Pots, heating/immersion coils, electric frying pans, panini makers, mini grills, mini ovens, slow cookers, toasters, toaster ovens, and air fryers.
19. **Weapons.** Unauthorized possession, use, distribution, or display of any firearm, replica firearm, ammunition, replica weapon, electroshock device (e.g., tasers), explosives, fireworks, dangerous chemicals, or other weapons defined as any object or substance designed to inflict a wound, threaten injury, cause injury, or incapacitate is prohibited unless expressly permitted by law. Possession of chemical defensive sprays is permitted; however, use of such an item, even if legally possessed, in a manner that harms or threatens others is prohibited unless it is being used defensively.

## F. Signature

**USER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

**UNH Housing:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PERSON NAME, PERSON TITLE