

**RESIDENT HANDBOOK**  
**CRIMSON CLIFFS STUDENT RESIDENCES**  
**95 N 400 E, Ivins, UT 84738**  
**(435) 574-1491**

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## **Introduction**

WELCOME to Crimson Cliffs Student Residences (CCSR). CCSR was principally established to support students of RVU. This Resident Handbook sets forth terms and conditions of the Lease Agreement and/or License Agreement (“Rental Agreement”) and the policies and procedures you need to know and abide by as a resident. It also outlines the terms and conditions of your rental agreement and is legally binding. Changes in this information are considered valid additions to the Rental Agreement.

## **Statement on Inclusive Housing Assignments and Communities**

In the interest of creating inclusive communities, CCSR is committed to policies of nondiscrimination and equal opportunity, and pursues affirmative action without regard to race, color, national origin, sex, sexual orientation, age, familial status, status as an individual with a disability, religion or faith system, and status as a veteran with a disability or as a veteran of the Vietnam era.

CCSR will make individual room assignments on the basis of the legal gender of the resident. When a resident’s gender identity is different than that which has been legally assigned to them, she/he may note GIM (Gender Identity Male) or GIF (Gender Identity Female) on the housing application. CCSR will seek to place all residents in the room or apartment that best suits the resident’s needs. Whenever possible, CCSR will honor requests based on gender identity. If this is not possible, legal gender will be used to determine housing placement.

## **Abandonment**

Abandonment is defined as a resident vacating an apartment without giving the required notice. The Rental Agreement requires that residents give a 30-day written notice of their intent to vacate. CCSR may assume that a resident has abandoned an apartment under the following circumstances:

- Proper notice is not given and the resident fails to pay rent within fifteen (15) days of the due date, even if belongings are in the apartment, or
- Proper notice is not given and rent is not paid on the due date and the apartment is empty.

If CCSR determines that a resident has abandoned an apartment, CCSR may take possession of the apartment and reassign it. Personal belongings left in an abandoned apartment or assigned

storage space will be removed and disposed of according to applicable State law. The resident of record at the time of abandonment will be liable for all costs resulting from this process, including moving and storing the abandoned personal property. The security deposit is forfeited in cases of abandonment.

### **Abandoned Property**

Items left in any public or common space in or around a CCSR facility may be deemed a potential fire hazard, safety risk, unsightly obstruction and/or inconvenience to the community. CCSR staff will remove and impound the item(s) and consider the property abandoned. The unclaimed property will be disposed of or donated to a charitable organization. CCSR will not be responsible for damage or loss of any personal property left or abandoned on CCSR premises.

### **Accommodations**

CCSR is committed to providing accommodations to all qualified students. Residents or applicants for housing should make requests for special accommodations in their living environment in writing to the Operations Manager at 95 N 400 E, B111, Ivins, UT 84738 or by email to [housing@crimsoncliffs.net](mailto:housing@crimsoncliffs.net). All information is voluntary and confidential.

### **Alcoholic Beverages**

All residents are responsible for complying with Utah State laws including the Alcoholic Beverages Law. Personal possession and consumption of alcoholic beverages is permitted by persons of legal age within their private apartments. Possession and consumption of alcoholic beverages is not allowed in, on or about any common areas of CCSR except for transporting unopened containers from business place of purchase to private apartments.

### **Apartment Living**

CCSR is a diverse community of residents. Reasonable noises coming from other apartments is a part of community living. However, residents agree to refrain from creating loud noises and other disturbances that may adversely affect neighbors of reasonable sensitivity.

To insure a quality experience for all residents, CCSR observes special "Quiet Hours" from 10 PM to 7 AM weekdays, and weekend hours from 12 AM to 7 AM. During Quiet Hours, all residents agree to keep their visitors and guests from any unreasonable behavior that would interrupt their neighbors' sleep or study.

If issues arise, residents agree to approach their neighbors and work together to find a solution. Should residents be unable to resolve an issue with a neighbor, the parties involved agree to participate in mediation or arbitration and will allow CCSR or the Operations Manager to act as arbitrator. Further, residents agree to abide by any decisions made as a result of these events, including moving to another apartment within CCSR or cancellation of the Rental Agreement.

## **Barbeque Grills/Hibachis**

The use of any type of barbeque grill in or around the CCSR communities is prohibited at this time.

## **Bicycle Storage**

Bicycle racks are provided around each of our communities and are reserved for use by residents and guests (on a short term basis only). Bicycles may be stored in individual apartments, with any damages to the building being the responsibility of the resident. **Residents** may not store or leave bicycles on sidewalks or entryways. Bicycles left in these areas are subject to removal and disposal. CCSR does not assume any responsibility for bicycles.

## **Broken Windows**

Residents are responsible for paying for the replacement and/or repair of any broken windows, doors, screens, frames, etc., in their room or apartment.

## **Cable Television**

TDS cable service is provided to individual apartments and the cost is included in the rent. Illegal hook-up of cable TV is prohibited and may result in criminal prosecution. Independent service providers that require additional wiring or mounting of antennas or satellite dishes are prohibited.

## **Cancellation of Rental Agreement**

### *CANCELLATION OF RENTAL AGREEMENT BY CCSR:*

CCSR may cancel the Rental Agreement by giving the resident notice in writing for circumstances including, but not limited to the following:

1. A resident fails to maintain CCSR eligibility requirements.
2. A resident fails to pay rent and/or other charges when due.
3. A resident, or a resident's visitor or guest, disturbs other residents and/or violates CCSR policy without resolution.
4. A resident, or a resident's visitor or guest, engages in criminal activity while on CCSR property.
5. A resident is no longer a student at RVU due to dismissal or withdrawal.

If a room or apartment becomes untenable due to damage, repairs, construction or any other cause and CCSR is unable to, or chooses not to provide other housing, CCSR will deem the Rental Agreement canceled. CCSR will also deem the Rental Agreement canceled if the resident refuses to accept other housing when offered; neither party will have any further obligations and the resident will immediately vacate the room or apartment and follow appropriate move out

procedures. The resident is responsible for all rent up to, and including, the day the resident vacates and returns the keys.

#### *CANCELLATION OF RENTAL AGREEMENT BY THE RESIDENT:*

See the Vacating/Move Out Procedures for detailed vacating instructions. The policies contained in the Vacating/Move Out Procedures are part of the Rental Agreement.

#### **Care of Rooms and Facilities**

It is expected that all residents will maintain reasonable standards of cleanliness in their room/apartment. Any conditions that contribute to substandard health and safety of the residents and that necessitate subsequent maintenance attention may subject the resident to a fine, disciplinary action, and/or payment for the cost of cleaning and maintenance.

1. Each resident is responsible for the CCSR property and furnishings in their room or apartment.
2. Alterations of the physical structure or property of the residence halls by residents is not permitted without the written authorization from the Operations Manager.
3. Placing mattresses on the floor is not permitted.
4. Objects may not be placed on windowsills.

#### **Check In**

It is vital that a resident complete all required paperwork related to their check in at CCSR. Required paperwork includes the Housing Application, Housing Agreement and the Inventory/Condition of Apartment Form, which will be distributed at Check In.

Check-In for Fall semester will begin the week before Orientation. Specific dates, times and locations will be sent with the Rental Agreement.

#### **Check Out**

CCSR staff will provide information in the weeks leading up to the end of each semester to assist residents in completing this process properly. Check Out procedures include making a check-out appointment, properly cleaning the apartment, removing all belongings, being present at the check-out time and returning issued keys. CCSR staff will determine any discrepancies between the Inventory/Condition Form of Apartment Form and actual room/apartment condition and provide residents with the total amount of damages and cleaning charges, including the date full payment is due. Residents are responsible for paying any charges incurred.

If a resident fails to check out properly, he/she will be charged a \$50 improper check out fee and will be held responsible for the condition of their room/apartment as found by CCSR. Residents will forfeit their right to appeal all charges including, but not limited to the cost of the issued keys, the cost of disposal of personal belonging, and the cost of any cleaning or maintenance/repair that must be completed. See **Vacating/Move Out Procedures** for additional information.

## **Common Space Furniture and Usage**

Furniture and equipment located throughout the CCSR buildings is intended for community use. Inappropriate use, rearranging without permission from the Operations Manager, removing, or damaging this furniture and equipment is prohibited. Furniture provided in apartments should likewise remain in place as provided.

## **Computers**

Residents must provide their own computers with cables. Internet is provided by TDS in each apartment. Any problems with the internet connection should be directed to TDS customer service (phone number is on the cable box in each apartment).

## **Construction, Renovation & Repairs**

CCSR reserves the right to close a building, any portion of a building, apartment, or parking area for repairs, renovation, remodeling, or other purposes. Residents may be required to permanently relocate to another apartment or move out to accommodate necessary repairs, renovation and remodeling. Repairs, renovation, and remodeling projects can cause increased noise, dust, unpleasant smells, or utility interruptions. CCSR will take all reasonable measures to minimize the impact. No rent reduction or compensation may be claimed by residents.

## **Damages**

Residents are liable for all damages to CCSR property, facilities or equipment caused by themselves, their personal property, their children, or their visitors. Any damages that must be repaired at the time of check-out will incur charges. Cleaning charges are billed at the rate of \$30 per hour.

## **Decorations**

While there is opportunity for residents to express individuality in decorating their rooms/apartments, all residents are expected to follow these guidelines at all times:

1. Combustible materials, such as: straw, hay, palm fronds, cane reeds, vines, branches, leaves, and Spanish moss, are prohibited.
2. The use of adhesive substances such as contact paper, glue, or decals on walls, ceilings, floors, doors, or furnishings may result in damage to existing surfaces and is therefore prohibited. Items such as sheets, flags, tapestries, fish nets, beads and parachutes may not be suspended overhead or hung from exterior windows, entrance ways or hallways. Hammocks and other suspended chairs are also prohibited.
3. Residents are responsible for any decorations that alter, ruin, or otherwise damage CCSR property. Residents are prohibited from painting any part of their rooms, apartments, doors, entrance ways, or hallways.
4. Residents are prohibited from decorating public areas without permission from the Operations Manager.

5. Decorative lights, including holiday lights, must be UL-rated and approved for use. Electric lights or electrically operated ornaments shall not be hung on pipes or used on metal, aluminum, or any other similar metal which could induce electric shock. Decorative lights or cords may not be routed under rugs, carpets, through doorways, or in any manner that could present a fall or trip hazard or impede egress. Holiday lights must be turned off or unplugged when no one is present in the room. Only artificial Christmas Trees can be used and must be made of a non-combustible material.

## **Discipline Procedures**

Residents of CCSR are expected to abide by the CCSR standards of conduct, including abiding by criminal and civil laws. These standards and laws create a safe and civilized community. If residents are involved in violating either criminal or civil laws, the local police department will be notified. CCSR's primary goal is to help the resident correct inappropriate behavior to become a more responsible member of the community. Residents will be given every opportunity to conform their conduct to the applicable laws and standards.

Residents who are alleged to have violated any CCSR policy, and/or federal, state, and local laws, whether on or off campus, may be subject to disciplinary action including immediate eviction from CCSR facilities. Alleged violations of CCSR policy, or any law will be handled as follows:

1. Residents will be notified of the specific violation by the Operations Manager, and may request a hearing to dispute the allegations. Residents will receive notice in writing of the date and time of the hearing at least five (5) business days in advance.
2. The Operations Manager will conduct the hearing.
3. The focus of the hearing is to make a determination regarding the resident's responsibility for the alleged violation(s). If it is determined that the resident is more likely than not that he/she are responsible for the alleged violation(s), the Operations Manager may impose the appropriate fine or sanctions.
4. If the resident does not request a hearing and/or does not choose to attend, the Operations Manager will make a determination based on the available information and the resident will be notified in writing of the sanctions imposed based on the severity of the conduct. Sanctions may include, but are not limited to: warnings, conduct probation, eviction, community service hours, fines, letters of apology, confiscation of items or materials, or other restitution.

## **Appeals Process**

If sanctions are imposed, residents have the right to an appeal. In order to be considered, appeals must be submitted in writing within ten (10) business days from the date the sanctions were imposed, and must be based on at least one of the following criteria: the sanction was disproportionate to the charge; a procedural irregularity in the process substantially impacted the decision; and/or new evidence not previously considered is available.

Violations specific to CCSR, along with imposed sanctions, are handled by the CCSR Operations Manager, whose decision shall be final.

### **Doors and Building Access**

Building exterior doors may not be propped open at any time. For fire safety and security reasons, it is not advisable that interior doors (room apartment doors) be propped open.

Lobbies, hallways, and stairwells must remain clear and secure at all times. Please report any area that is not accessible to a CCSR staff member.

Adding or changing locks or other access control hardware to any door is prohibited. Malfunctions to locks or doors should be reported to the Operations Manager immediately.

### **Driving on Sidewalks**

Residents, visitors and guests are prohibited from driving or parking any type of motorized vehicle on sidewalks, common areas, lawns, planter beds, or on any other CCSR property that has not been specifically designated for driving or parking.

### **Drugs and Narcotics**

CCSR policy towards drugs is one of Zero Tolerance. Residents shall not illegally use, possess, sell, or distribute drugs, narcotics, or any controlled substance or drug paraphernalia. Anyone found in violation of this policy and/or laws relating to illegal drug use/possession will be subject to cancellation of the Rental Agreement and possible arrest according to State and Federal drug laws.

### **Electrical Appliances**

Units have fully functioning kitchens, which include refrigerator, microwave, dishwasher, stove/oven and garbage disposal. Washer/dryer units are located in the designated laundry areas on the first floor of each building.

Coffee pots and hot pots with encased heating units are permitted. They may be used only for the express purpose of heating liquids. Electrical extension cords are not permitted. Residents should utilize power strips.

### **Eligibility Requirements**

Residents of CCSR must be students at Rocky Vista University (or their family members or roommates). Applicants must be currently accepted/admitted to Rocky Vista University before they will be assigned housing. CCSR reserves the right to require documentation of eligibility, academic status, and other records. Residents must meet the eligibility requirements each semester.

By signing the Rental Agreement, the resident certifies that he or she will maintain his or her student eligibility and that only eligible family members or roommates will reside in the

apartment. CCSR will consider the first person listed on the rental application as the eligible resident and the only one verified as fulfilling eligibility requirements. It is the resident's responsibility to notify CCSR in writing if there is any change of occupants. All residents must comply with the Maximum Occupants per Apartment policy.

**Loss of eligibility** - If a resident is no longer eligible as a student at RVU, is not "On Leave" with the intent to return, and is leaving mid-semester, he or she may vacate housing and be released from the housing agreement, and will forfeit the rent already paid for the current semester, but will not be required to pay rent for the 2<sup>nd</sup> semester.

Any resident failing to meet eligibility requirements must submit an Intent to Vacate Notice to CCSR as soon as he or she becomes ineligible.

**On Leave** – Residents who are "On Leave" from RVU with the intent to return the following school year are given the option to stay in CCSR housing for the period of their agreement.

### **Emergency Evacuation**

In the event of a localized emergency (such as an apartment fire), residents should follow the evacuation routes posted inside their apartment.

### **Emergency Powers**

In the event that the Operations Manager or their designee reasonably believes that there is a clear and present danger to the health and/or safety of any person or persons, it shall be within the discretion of that official to invoke emergency powers and waive the delineated procedures, duties, and rights associated with search and seizure and to authorize a controlled and orderly search of any CCSR apartment/room. Any and all evidence resulting from the search and procedure shall be considered admissible for any and all CCSR discipline and prosecutorial purposes.

### **Evacuation Routes & Evacuation Procedures**

Illuminated exit signs which clearly mark the egress, or exit, path in case of emergency evacuation are posted throughout the apartment buildings. *Any damage to exit signs should be reported immediately to a CCSR staff member.*

In the event of a localized emergency (such as an apartment fire), residents should follow the Exit signs to safely exit the building. Proceed to the nearest Evacuation Rally Point (A, B, C, or D). These signs are marked by large metal signs which are affixed to parking lot poles. Upon arrival, follow the instructions of the Department of Public Safety and Security or other identified emergency personnel. **Wait for instructions before returning to your building after an evacuation.** Failure to comply with a sounding fire alarm or the request of any CCSR staff member or legal authority to evacuate may result in eviction.

**Eviction**  
Eviction is defined as a legal process that allows a property owner/landlord to recover their property from a resident for violations of the Rental Agreement, or for the needs of the landlord. All residents are assured of due process, and evictions from CCSR are processed according to



applicable state law. CCSR reserves the right to refuse an application from a resident who has been previously evicted.

## **Fees and Violations**

Violations of the Rental Agreement by a resident or a resident's roommate/family member or guest may result in cancellation of the Rental Agreement or eviction.

CCSR reserves the right to assess fees for any violations of the Rental Agreement. CCSR may charge fees on verified violations of any term or condition, rule or regulation, or other provision, as warranted by actions of the resident or the resident's guest, or as otherwise noted in this Resident Handbook. Residents agree to pay fees and other costs resulting from verified violations of the Rental Agreement.

Violation of CCSR policies, including the Pets and Animals Policy, may result in a \$100 fee or cancellation of the Rental Agreement or eviction. A second violation may result in additional fees or cancellation of the Rental Agreement or eviction.

## **Fire Safety**

All fire safety equipment is for emergency use only. Tampering with, damaging or removal of fire safety equipment, setting off and/or reporting a false alarm is a misdemeanor and a violation of state law.

Nothing may be attached to or hung from any fire safety device. All permitted electrical appliances must meet UL (Underwriters Laboratory) safety standards as identified by a "UL" on the electrical plug of the appliance. Substandard equipment will be required to be removed.

CCSR staff will conduct periodic inspections of fire safety equipment. Residents will be charged for any damages, missing equipment and all associated costs of equipment within apartments.

### Fire Suppression Equipment

It is the resident's responsibility to know where fire extinguishers are located in a building. If a fire extinguisher is missing, has been tampered with, or has been used, notify the Operations Manager.

Each apartment and common area is equipped with fire sprinklers for the purpose of fire suppression. The fire sprinkler will not activate from the presence of smoke alone. The fire sprinkler is triggered into action by excessive heat. The fire sprinkler could activate if tampered with.

### Smoke Detectors

Each apartment is equipped with smoke detectors. Periodic checks will be done by CCSR to maintain proper functioning of smoke detectors. CCSR will give, whenever possible, notification to residents of when checks will be done. Any problems with smoke detectors should be reported to the Operations Manager immediately.

Combustible particles accumulating in the air may activate the detector. If this occurs and the resident determines that there is no fire or other danger, the resident must air out the apartment (open the windows) for the detector to return to normal operation. All smoke alarm activations whether fire/danger is present or not must be reported to the Operations Manager.

### **Firearms, Explosives and Weapons**

Except as expressly permitted by law, firearms, explosives (including firecrackers, fireworks, and pyrotechnics) and other weapons are not permitted on CCSR property.

### **Garbage and Recycling**

Garbage and recycling dumpsters are located on the North side of Building A and on the South side of Building B. Residents must place all garbage or recycling in dumpsters, and not on the ground next to the dumpsters, outside apartment doors, on balconies, walkways, laundry room trash cans or anywhere in parking lots. Improper disposal of trash or garbage is considered a violation of housing policy & may be subject to fines. Appropriate recycling items include plastic, cardboard, paper and light metals (aluminum, tin foil, tin cans, etc.). DO NOT recycle Styrofoam or glass.

### **Guests**

In order to ensure adequate security in CCSR housing, residents and guests may be required to present identification upon request. Refusal to present identification may result in denial of admittance to CCSR housing. CCSR staff reserve the right to ask any guest to leave at any time.

1. Guests may visit resident's rooms/apartments only by invitation. The resident shall at all times be responsible for the conduct of their guests.
2. A Visitor Badge may be obtained by the visitor from the Housing Director in the Housing Office, B111. The visitor badge gives a guest admittance through CCSR gates.
3. A resident shall be permitted to entertain guests only with the express permission of his/her roommate(s), if the roommate(s) is (are) present.
4. When accompanied by the resident, guests may visit halls and other common areas. In accommodations where a private or semi-private restroom is available, guests may use that facility only if the roommate and/or apartment-mates grant permission.

An overnight guest is considered to be a visitor utilizing the room/apartment of a resident as a place of lodging.

1. A resident is permitted to have overnight guests only with express permission of each roommate/apartment-mate, where applicable.
2. Overnight guests are permitted for a maximum of seven days per semester.
3. Due to limited room/apartment space, the number of total overnight guests permitted in any residence should not exceed two.
4. The resident accepts full responsibility for his/her overnight guest(s).

5. The Operations Manager is authorized to impose an administrative charge and/or suspend visitation rights when it is determined that a resident has violated CCSR policies.

### **Health and Safety**

Residents must comply with state and local regulations, ordinances, and codes for health, safety, cleanliness, and sanitation. Residents must comply with requests from CCSR to correct health and safety violations. CCSR reserves the right to enter the premises without notice to correct any violations. The resident will be charged for any corrective action.

Residents are responsible for the daily care of their apartment, appliances and other equipment. Residents must maintain acceptable standards of cleanliness and sanitation. Apartments must be kept free of trash.

### **Inability to Give Possession**

CCSR does not guarantee the date of possession of assigned apartments, and is not liable for damages if possession is unavailable.

### **Inspections**

CCSR reserves the right to inspect rooms at any time. Such checks include but are not limited to those made to inspect for the presence of unauthorized persons, look for damages, verify residency, repair facilities, perform health and safety checks, and ensure compliance with CCSR rules and policies, as well as public laws.

The inspection of apartments and individual bedrooms will take place a minimum of two (2) times per year, once during the Fall semester and at Check Out.

### **Housing Office**

The Housing Office phone number is (435) 574-1491, and it is located at 95 N 400 E, B111, Ivins. Services available through the Housing Office include apartment assignments, waiting list information, keys, accounting, billing and collection, housing eligibility, housing disputes, maintenance requests, and resident information. Office hours are 9 AM to 5 PM, Monday through Friday. The Housing Office is closed on holidays. For non-emergency assistance on holidays or after hours call the on-call housing staff member at 435-574-1491.

### **Internet**

Internet service is provided by TDS. The Username is Crimsoncliffs - (your apartment number) e.g., Crimsoncliffs – B111. The password will be given to you upon check-in.

Residents are responsible for maintaining their computer systems. If a resident's computer system requires technical assistance due to problematic operating system, system software or virus related issues, it is the resident's responsibility to correct these problems. Computer repair

services are available through local vendors. See RVU Student Resource Packet. Personal routers may negatively affect the network and are prohibited.

## **Keys**

Residents will be issued apartment & mail keys as well as a gate key card. Keys may not be duplicated under any circumstance and a replacement fee of \$25 may be assessed for lost keys. All keys must be returned to the Operations Manager by 7:00 pm on the move out date or the resident's account will be charged. Adding or changing locks or other access control hardware is prohibited.

Issued gate cards provide access through CCSR building gates. Residents' family members living at CCSR will be issued a Guest Gate Pass for use during the terms of the rental agreement.

## **Late Fees**

Rent is due 14 days following the beginning of each semester. A \$20.00 late fee is charged to accounts not paid in full by 4:30 PM on the 15th day (two weeks) after the start of each semester.

If rent is not paid in full by the close of business, 4:30 PM on the 21st day after the beginning of each semester, a Three-Day Comply or Quit Notice ("Comply or Quit Notice") will be issued and holds placed on academic records and registration. The resident will have three (3) days to pay the amount owed or to move out. Once served, residents must pay their account in full. If rent is not paid in full, an eviction lawsuit will be filed, which may result in formal eviction. Residents evicted may be liable for additional charges if they fail to pay or to vacate as provided by law.

Residents may not appeal a decision once a Comply or Quit Notice has been served.

## **Laundry Facilities**

Laundry facilities are located on the first floor of each building. Each laundry room has five (5) stackable washer/dryer combination units with one additional dryer. Residents' apartment keys give them access to the laundry room. Cost for laundry services is included in the rent; however, residents must provide their own laundry supplies, including laundry baskets. Laundry left in the laundry room for more than 48 hours will be considered abandoned. See Abandonment.

## **Liability**

CCSR does not assume any liability for the loss, damage or theft of any personal property, including damage or injury resulting from explosion, fire, mechanical failure of water, steam, or gas lines, defective wiring, or the negligence of any other occupants of the building, including visitors, guests, and family members. Residents agree to hold CCSR harmless for any personal and/or property damages. If there is damage or destruction of a dwelling unit by fire or any other cause, CCSR may cancel the Rental Agreement and refund any unused rent already paid.

CCSR may be liable for damages occurring to property of residents as a direct result of CCSR's negligent acts only.

## **Lockouts**

In the case of being locked out, residents should contact the Operations Manager during regular business hours or call the on-call CCSR staff at 435-574-1491 on holidays and after hours. Residents must be able to provide proper identification. An after-hours lockout fee of \$25 may be assessed.

## **Mail**

The U.S. Postal Service delivers mail once daily, Monday through Saturday, except on Federal holidays. Mailboxes for CCSR Buildings A & B are located on the Northwest corner of Building A. Mailboxes for Building C are located on the Northeast corner of Building C. Mail keys will be issued at Check In. Lost mail keys can be replaced through the Housing Office for \$5.00.

Incoming mail is distributed more efficiently when using the proper addresses listed below:

95 N 400 E, (Bldg letter) \_\_\_\_ (Apt. number) \_\_\_\_  
Ivins, UT 84738

Example: 95 N 400 E, B111

All improperly addressed mail will be “Returned to Sender” by USPS. Before vacating an apartment, remember to turn in a Change of Address Form to the Santa Clara Post Office at 1400 Chapel St., Santa Clara, UT 84765 or at the USPS website.

Package deliveries NOT sent via USPS such as Amazon, Federal Express, UPS, etc. or that are too large to fit into the parcel boxes in the mailbox area should be directed to the Housing Office in B111. Delivery personnel can ring the doorbell on the locked gate during business hours and leave the packages with housing personnel. Residents will then be notified via text or email to pick up the package. Please note that there is no weekend delivery in the “special instructions” area when ordering online.

## **Maintenance Office**

The Maintenance Office phone number is (435) 574-1491, and it is located at 95 N 400 E, B111, Ivins. The Maintenance Office handles the maintenance of the apartments and grounds. Office hours are 9 AM to 5 PM, Monday through Friday. The Maintenance Office is closed on weekends and holidays.

## **Maintenance Request**

For non-emergency maintenance issues, residents may report problems to the Operations Manager through the housing Online Portal (*be sure to mark whether or not you are okay with maintenance entering in your absence*) or at (435) 574-1491 or [housing@crimsoncliffs.net](mailto:housing@crimsoncliffs.net). If calling after business hours, please leave a message detailing the problem. After receiving a repair work order, maintenance will schedule the repair. If a resident is not at home when maintenance personnel arrive to make the repair, work will be done in the resident’s absence and a notification sent to the resident.

Maintenance emergencies may include power outages, gas odors, broken pipes, lack of heat, roof leaks and other conditions that may endanger life or health or cause property damage. If there is a maintenance emergency, please call (435) 574-1491.

### **Maximum Occupants Per Apartment Policy**

<b>Apartment Size/Type</b>	<b>Maximum Occupants*</b>
1-bedroom Studio Apartment (1 full-size bed)	2 People (1 student & up to 1 additional occupant)
2-bedroom Apartment (Bed #1 – Master bedroom, Bed #2 – standard bedroom; 1 full-size bed in each bedroom)	4 People (at least 1 student & up to 3 additional occupants)

### **Move Out Procedures**

See the Vacating/Move Out Procedures.

### **Parking Regulations**

CCSR parking is located on the North side of buildings A, B, and C. One car permit will be issued per resident living in CCSR. Parking permits can be obtained from the Housing Office. The vehicle registration will be required. CCSR does not guarantee the availability of parking spaces at any time or in any parking area.

Visitors may park in the CCSR parking lot or along 400 E. Visitor parking permits can be issued from the Housing Office.

CCSR is not responsible for the protection of or damage to any vehicle or its contents when operated or parked on CCSR property. Parking permits become invalid after a resident's move out date.

All tickets issued in CCSR parking lots will be billed to the resident/student at \$20/occurrence. Tickets can be paid through the Tenant Online Portal or at the Housing Office in B111.

### **Pest Control**

CCSR has an ongoing program to prevent and eliminate pest and rodent infestations. To achieve the best results, it may be necessary to treat an entire stairwell or community, including each apartment, simultaneously. Housing will notify residents in advance of scheduled treatments, and

inform them of the required steps to prepare for this procedure. Residents may be billed for expenses associated with treatment. Treatment is mandatory. Failure to comply with pest control activities will result in a \$100 fee or the actual cost to reschedule the treatment, whichever is greater.

Residents should notify the Housing Office (435) 574-1491, if they notice a pest or rodent problem.

## **Pets and Animals**

There is desert wildlife around the area. Feeding wildlife and/or stray animals is not permitted.

Only domesticated dogs or cats are permitted in CCSR. A copy of the animal's vaccination records will be required. Residents are responsible for all damages to their apartment including CCSR provided furniture and injuries to self or others caused by their animal. All residents within this community will not hold CCSR liable for any personal or CCSR property damages as a result of the actions of any pet. To avoid damage charges, we recommend that cats either be declawed or have protective nail caps.

There are designated dog relief areas between Buildings A & B and B & C. Doggie bags and receptacles are located at each site. All feces must be immediately bagged and deposited in the provided pet waste receptacles – DO NOT put animal feces in the regular garbage cans. Cats must use litter boxes. Cat litter must be changed out frequently. All contents must be bagged and deposited in the outdoor dumpster (not a garbage can). All animals must be under the control of their handlers at all times, and animals may not be left unattended while outside.

Animal behaviors that disrupt others may be considered a nuisance. Nuisance behavior includes barking, growling, biting, acting aggressively, jumping on people, making noise, urinating or defecating inside buildings, giving off offensive odors, damaging others' property, or any other behavior that disrupts others. Animal privileges may be revoked if such behavior is not controlled.

CCSR will make reasonable accommodations to the "Pets and Animals Policy" (or any other policy) to the known limitation(s) of a qualified person with a disability.

Residents with qualifying animals must sign a Pet and Animal-Acknowledgment of Responsibility form, have their roommate sign a Roommate Approval of Pet form (where applicable), and pay a pet deposit of \$125.00 prior to moving into CCSR. Any violation of the Pets and Animals Policy will result in a \$100.00 fine. A second violation will result in the cancellation of the Rental Agreement. Every effort will be made to accommodate pet preferences, however, in certain situations where roommates do not give approval, a pet request may not be honored.

All pets must be either spayed or neutered. All residents must abide by CCSR policies and all City, State and Federal laws regarding animals. Once a resident's pet has been approved to live on campus, he/she will need to show proof of license or register his/her pet with the City of Ivins.

## **Prohibited Conduct**

The following examples of prohibited conduct are not intended to represent an all-inclusive list.

### **Abusive Conduct**

Any use of words or acts against one's self or others that causes physical injury (See UCA 76-5-102) or that demeans, intimidates, harasses, threatens or otherwise interferes with another person's rightful actions or comfort. This includes but is not limited to, verbal abuse, physical battery, and sexual misconduct.

### **Disorderly Conduct/Conduct Infringing on the Rights of Others**

This includes all behavior that either intentionally or recklessly (without prudent regard) disturbs the peace and/or comfort of persons. (See UCA 76-9-102).

### **Obscene Conduct**

Any conduct or expression that is lewd, repulsive, deeply offensive to decency or indecent. Additional sanctions may apply when such conduct or expression occurs in a place or under circumstances which does or reasonably could cause a breach of the peace or disorderly conduct. (See UCA 76-10-1506).

### **Stalking**

Stalking is behavior directed at a specific person that frightens, intimidates, or harasses and serves no legitimate purpose. The course or pattern of behavior may be directed toward that person or a member of that person's immediate family and must cause a reasonable person to experience fear, intimidation, or harassment. Such behavior need not be conducted personally and will be considered a violation if carried out in whole or in part using a computer, e-mail, telephone, cell phone, or other communication device.

## **Prohibited Items**

The following list of items is not permitted in the CCSR buildings under any circumstances. This is not intended to be an all-inclusive list. Any item deemed to be a safety or security concern may be confiscated or be required to be removed immediately.

### **Candles or Open Flames**

Since candles, incense, and open flames constitute an extreme fire hazard, they are not permitted within CCSR.

### **Drugs and Drug Paraphernalia**



The use, abuse, possession or consumption of illegal or controlled substances is prohibited within CCSR. Likewise, the misuse, abuse, or unauthorized possession, sale or distribution of prescription or over-the-counter drugs is also prohibited. Possession of drug paraphernalia is also prohibited. Violation of this standard will subject a **resident** to removal from CCSR and referral to law enforcement personnel for further action. Drug possession may include:

- The physical presence of drugs in a **resident's** assigned room or apartment
- Holding or transporting drugs on CCSR premises
- A **resident's** presence in any room or area on CCSR premises where drugs are available
- Purchasing or procuring drugs and subsequently selling, giving or furnishing drugs to another person in and around a **resident's** CCSR room or apartment
- Being under the influence of drugs
- Physical presence of drug paraphernalia with or without drug residue on a **resident's** person, his or her guest's person or within the belongings located in a **resident's** room or apartment
- Growing or making drugs
- Discernable odor or scent of drugs
- Use of natural or synthetic compounds (including but not limited to: Salvia, Spice, bath salts, chemicals, gases etc.) to achieve hallucinogenic mind-altering side effects is a danger to the individual and community

### **Electric Heaters and Personal Air Conditioners**

Based on fire safety and the additional load on electrical systems, electric heaters and personal air conditioners are not permitted in CCSR. Each building has a fully operational heating and cooling system. If a **resident** finds that the system is not operating as expected, he/she should submit a maintenance request.

### **Explosives, Firearms, and Other Weapons**

Except as expressly permitted by law, CCSR strictly prohibits the use, possession and storage of explosives (including fireworks, firecrackers and other incendiaries), firearms, and other weapons in CCSR.

### **Fuels and Hazardous Chemicals**

Any combustible fuel or material (e.g. propane or kerosene) or hazardous chemical is strictly prohibited and subject to confiscation.

### **Hoverboards**

The use, possession, or storage of Hoverboards, Swagways, IO Hawks, Skywalkers, and similar devices is prohibited in and around CCSR.

### **Microwaves**

Microwave ovens are provided in each apartment; additional personal microwaves are not permitted under any circumstance.

### **Music**

Drums and electrically amplified musical instruments, including microphones, may not be used in apartments. Music of any type may not be directed or broadcast outside of rooms/apartments.

### **Open Heating Elements**

Any appliance or device typically used at home or in an office environment that has an open heating element and does not have an automatic shut-off feature is prohibited. Common items in this category include: hot plates; toaster ovens and electric woks.

Residents may bring small countertop appliances (i.e. coffeemakers, toasters, crock pots, rice cookers, tea boilers, etc.) that have an automatic shut-off feature engaged at all times. These kitchen-type appliances may only be used in kitchens.

### **Refrigerators**

Personal refrigerators are prohibited.

## **Rent**

Rent is due **on the 14<sup>th</sup> day following the beginning of each semester**. CCSR does not intend to increase the rental rates during the term of the Rental Agreement; however, because rental rates include utilities and water/sewer, trash collection, cable television, and internet access, an unexpected increase in utility rates may require a special off-cycle rent increase. Late fees will be assessed on the 15<sup>th</sup> day following the beginning of each semester, if rent is not paid in full.

## **Renter's Insurance**

CCSR does not provide insurance for injury, loss of life, or loss, damage or theft of personal property. It is strongly recommended that residents purchase and maintain renter's insurance that provides coverage for personal liability and personal property.

## **Repairs or Alterations**

Residents are not permitted to make repairs or alterations to the apartment or its furnishings and/or premises. Repairs or alterations include but are not limited to: installing locksets, deadbolts, pot hangers, large nail holes, wall anchors, water faucets, toilet modifications, shower heads, or putting foil/paper on walls, appliances, or cabinets. Painting apartment walls or any other surface is prohibited. DO NOT put nails in the walls. These are considered alterations and will result in charges. [Command brand, damage free hanging strips or hooks](#) are permitted where needed.

Apartments have vinyl and carpet floors. Area rugs are allowed. Any damage to the vinyl or carpet flooring is expensive to repair and will be charged to the resident.

Evaporative coolers (swamp coolers) are not allowed as they require a water source and present a humidity and water damage risk to property.

Removal or alteration of landscaping is prohibited. Residents are not permitted to attach items to trees, buildings, structures or landscaping. Prohibited items include but are not limited to garden boxes, hammocks, slack lines, or swings.

Residents will be responsible for all costs associated with repairing any damages or alterations.

### **Restricted Areas/Special Living Areas**

Residents are not permitted in mechanical, electrical or other utility spaces or on the roofs of any CCSR buildings.

### **Returned Checks**

It is preferred that all rental and fee payments be made via ACH through the tenant's Online Housing Portal. If a check is used, please note that CCSR does not resubmit checks. If a check is returned to CCSR, including, but not limited to, checks returned for stop-payments, insufficient funds, or refer-to-maker, a \$20.00 service fee will be added to the resident's account.

### **Returning Resident Housing Application Process**

During the academic year current residents are offered an opportunity to go through a priority room/apartment assignment process that guarantees them a room/apartment for the following academic year. Information about this process will be distributed during the Spring semester.

### **Right of Entry**

CCSR reserves the right for the following people to enter apartments without advance notice:

- CCSR personnel or agents, to make improvements, repairs or to provide routine maintenance services.
- CCSR personnel, to determine compliance with CCSR policy.
- CCSR personnel conducting regular inspections of safety equipment.

- CCSR personnel, to ensure that health, fire and safety regulations are maintained.
- CCSR personnel, law enforcement or fire personnel when there is reasonable cause to believe a resident's health or wellbeing is in jeopardy.
- Civil law enforcement officers in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure.
- Fire department personnel in the performance of their duties.

Before entering an occupied apartment, personnel will knock on the door twice, wait for a reasonable time for resident to respond, and then knock again. If the door is not answered, personnel will open the door and announce their intent to enter the apartment.

### **Screens and Windows**

Using a window as an entrance or exit is prohibited. Also, removal of any screen or window is prohibited as they exist for residents' safety and convenience.

### **Search and Seizure**

In the event that there are facts and circumstances that lead a reasonable person to believe that contraband items or unauthorized persons are in a room or apartment, the Operations Manager or designee has the right to initiate the Administrative Search and Seizure process. During an administrative search, the possessions of all residents residing in the room or apartment and all individuals present in the room or apartment will be searched.

### **Security Deposits**

CCSR charges residents a security deposit. Residents must pay the security deposit upon acceptance of apartment assignment. In the event the applicant cancels the apartment assignment before moving in, the security deposit and all amounts paid will be forfeited. Security deposits are held until the resident vacates the apartment. The security deposit will be refunded subject to the following deductions: cost to repair or replace damaged property; cost of preparing the unit to standards required to re-rent as outlined in the Vacating Procedures and herein made a binding part of the Rental Agreement; and/or unpaid rent and other financial obligations. If charges exceed the security deposit, the resident accepts the liability to pay the amount due to CCSR within thirty (30) days.

Residents are responsible for inspecting their apartment and completing the Apartment Inventory/Condition Form upon check in. Residents should turn in the Apartment Inventory/Condition Form to CCSR. The Housing Office will retain this report and use it to determine damage, loss or cleaning charges upon check out.

### **Skateboards, Rollerskates, Rollerblades, Scooters, Hoverboards and Bicycles**

Hoverboards are not allowed on CCSR property. Only residents of CCSR and guests are permitted to skateboard, rollerskate, rollerblade, scooter (non-motorized) or ride bicycles in and

around CCSR property. Persons using such equipment should exercise due care and reasonable caution to prevent injury to others, to self, or to property. Pedestrians have the right-of-way at all times. Equipment may only be used on pedestrian sidewalks, but cannot be ridden or used on any sidewalk where there is a posted sign prohibiting such activity.

Equipment cannot be ridden upon or used on any ramp, stairway, wall, bench, or other structure or facility, or over any landscaped area including, but not limited to, grass, shrubbery, or flower beds. Equipment cannot be ridden in any building. Equipment users will not engage in obstacle riding, or other acts or maneuvers, that may endanger the rider or others, or which may damage property.

### **Smoking**

“Smoking” means the use of any lighted or heated product in any form intended for inhaling, exhaling, burning, or heating; including the use of a cigar, cigarette, e-cigarette, pipe, or hookah.

Smoking is not allowed in any building managed by CCSR. Smoking is not allowed in common areas. Common areas include balconies, stairwells, hallways, laundry rooms, community centers, mail boxes. The Utah Clean Air Act prohibits smoking in public areas and within twenty-five (25) feet of any building entrance, window, or air intake area. All smoking materials must be disposed of properly.

CCSR investigates all smoking complaints. Residents are responsible for ensuring that their visitors and guests abide by this policy. Residents will be responsible for all cleaning and damages incurred to remove the smoke smell from their apartment or other apartments impacted by their smoking.

### **Solicitation and Sales**

Door-to-door sales or solicitation of any kind, regardless of the purpose or nature of the sponsoring organization are prohibited. This does not refer to the delivery of products and services such as newspapers, milk, and diapers.

Apartments may not be used for commercial purposes. No business or other commercial activity may be operated from CCSR without prior written approval of the Operations Manager. Residents are prohibited from posting signs or other items on buildings or in common areas, except on designated bulletin boards with permission.

### **Storage**

No additional storage is provided. Residents requiring extra storage should consult off-site storage units. The Housing Office has a list of local off-site storage areas.

### **Subletting**

The Rental Agreement is not assignable. Residents may not sublet or permit others not listed on the Rental Agreement to live in their apartments.

### **Sustainability**

Residents are encouraged to practice good energy conservation.

- Turn off lights when not in use
- Wash clothes only when there is a full load
- Turn thermostat completely off when the apartment is vacant, such as during the day, or when on vacation
- Keep apartment doors and stairwell doors closed
- Put computers in hibernate or sleep mode, or turn them off when not in use

### **Telephone**

Residents must supply their own cellular telephone. There are no landlines in the apartments.

### **Utilities**

Utilities included in the rent are natural gas (for the water heaters), electricity, cable, trash collection, sewer and water services and internet access.

CCSR is not liable for damages including but not limited to loss of food, restaurant expenses, damage to electronic equipment, or inconveniences resulting from the failure of any CCSR-provided utilities.

### **Vacating/Move Out Procedures**

CCSR will provide Intent to Vacate forms 60 (sixty) days prior to the end of each semester. Residents must submit an **Intent to Vacate form** to CCSR at least 30 (thirty) days before they vacate the apartment. If less than thirty (30) days' notice is given, the resident agrees to pay rent and other charges for the thirty (30) days following such notice. Notice of Intent to Vacate is effective on the day received, when received by CCSR before the close of business. All notices submitted on a weekend or holiday, or after the close of business will be considered received the next business day. If a resident fails to give notice, the resident agrees to pay thirty (30) days of rent and all other charges from the day the apartment is found vacant or abandoned. Notice of Intent to Vacate submitted by a spouse/domestic partner signed on the Rental Agreement or primary resident shall be binding on all persons residing in the apartment and shall obligate all persons in the apartment to vacate within thirty (30) days of the notice.

Residents who are vacating mid-semester due to a change in eligibility must submit an Intent to Vacate Notice, schedule a check-out time and complete check-out procedures in order to be released from his/her Rental Agreement without penalty.

If a resident fails to vacate by the move out date specified on the Intent to Vacate Notice, he or she is liable for daily rental charges for the period up to and including the date he or she vacates the apartment and turns in the keys. CCSR may assess triple damages or \$100.00 per day, whichever is greater, because of a resident's unlawful detainer. CCSR may take other legal action as deemed necessary. The resident is advised that the incoming resident may, under applicable state laws, take legal action against him or her for damages for failure to deliver possession of the apartment on the date promised.

### **Waiting List**

All applications are subject to review before acceptance. The approximate waiting period varies depending on the type of apartment. New applicants must accept the first apartment offered or be placed at the end of the waiting list. If an apartment assignment is accepted but canceled before move in, all amounts paid are forfeited.

Apartment assignments are generally made 3-4 weeks prior to the date the apartment is available for occupancy. As a result, applicants are unable to see the actual apartment before accepting an apartment assignment.

Apartments will be assigned according to application date.