

AUBURN UNIVERSITY
STUDENT ORGANIZATION HOUSING POLICY

I. POLICY STATEMENT

Auburn University’s Board of Trustees authorized the lease of university property to student organizations in an effort to provide additional housing to Auburn University students. Provision of safe housing to university students is the guiding principal behind the ground leases. Auburn University’s Student Organization Housing Policy (the “Policy”) outlines the processes for leasing, designing, constructing and maintaining on-campus housing by recognized student organizations at Auburn University. The governing document outlining the relationship between the university and a student organization (the “Parties”) is a land-lease agreement (the “*Agreement*”). These Parties are bound by this policy and the *Agreement*.

This *Policy* provides a means to facilitate compliance with the standards set forth in the *Agreement*; specifically, the requirements for construction and maintenance of the property:

The Lessee shall at all times and at its own expense keep all buildings, improvements, and grounds situated on said premises during the term of this Lease in good order, condition, and repair. Lessee acknowledges and agrees that this obligation shall extend to and include maintenance and repair of any utility, water, or sewer connections that are on the premises regardless of whether Lessee, Lessor, or a third party originally constructed the connection. In the event that Lessee fails to maintain the building, improvements, or grounds, Lessor may, but is not obligated to, undertake the maintenance or repair; and Lessee agrees to reimburse Lessor for any expenses or costs incurred in doing so within thirty (30) days of receipt of written demand for payment. Failure to remit payment within thirty (30) days shall be deemed a default of this agreement.

Under the obligations outlined in the *Policy* and of the *Agreement*, each property shall be held to the same maintenance and aesthetic standards as any building on campus; and the behavior and representation of the *Organization* shall represent the mission of the institution and expectations of students.

The Student Organization Neighborhood Association (the *Association*) shall manage the aesthetics and parking standards contained in this document. The purpose of the *Association* is to represent *Organizations* with houses on university property. The *Agreement* requires that *Organizations* maintain houses and properties to a standard similar to those of other campus facilities, and by doing so, members of the *Association* will maintain an aesthetically pleasing *Organization* housing community and encourage good relations among *Organizations*.

The *Association* recognizes that the general appearance of the *Organizations* housing community is a reflection of the campus as a whole. It is for this reason that a well-maintained *Organization* housing community is not only important but a necessity.

II. EFFECTIVE DATE

November 28, 2018

III. POLICY MANAGEMENT

Responsible Offices: Division of Student Affairs

Responsible Executives: Senior Vice President for Student Affairs (SVPSA)

Responsible Officer: Assistant Vice President for Student Development

IV. APPLICABILITY

Organizations holding or seeking to develop and maintain housing on campus that is not provided within campus residence halls and is not managed by University Housing.

V. POLICY PROCEDURES

- A. *Organizations* seeking to develop and maintain housing on campus, shall submit an application to the SVPSA who will forward it to the Student Organization Housing Committee for review. Applications for the purpose of developing student housing shall include the following:
1. Articles of incorporation for the debt acquiring, equity holding entity.
 2. A letter of good standing from the governing council or other university unit that oversees the *Organizations*.
 3. A viable financial plan for the *Organizations* or corporation to reasonably finance and service the debt acquired on any housing project.
 4. A long-term plan for scheduled maintenance on the structure and grounds.
 5. An established House Corporation.
- B. *Organizations* seeking to renovate existing housing/property shall submit a request via a Project Initiation Form (PIF) to The Vice President for Student Affairs at least 60 days in advance of the initiation of the project. The SVPSA or designee will consult with Facilities Management and will notify the *Organizations* of the decision.
- C. If an *Organization's* recognition is revoked through application university policies, the *Organization* shall vacate the property within a specified period as determined by the Senior Vice President for Student Affairs (SVPSA). The Housing Corporation or entity holding the equity in the property shall contact the University Real Estate Office to discuss options available to the *Organizations*, per the terms of the *Agreement*.
- D. Annual Maintenance plan

Each year, *Organizations* shall submit a plan for annual maintenance of the property and improvements to the *Committee*. In addition to the items noted on the inspection report, the plan shall include general maintenance to the improvements on the property, lawn maintenance, trash disposal/pickup, recycling, and parking lot cleaning and maintenance.

VI. DEFINITIONS

- A. Student Organization (the “*Organization*”): An *Organizations* comprised primarily of students, recognized by the university. The Vice President for Student Affairs (SVPSA) grants approval for recognition per the applicable policies.
- B. Student Organization Housing Committee (the “*Committee*”): a committee comprised of administrators working directly with, and affecting, *Organizations* holding or desiring on-campus housing through an *Agreement* with the university. The *Committee* shall consist of the following, or their designee:
1. Senior Vice President for Student Affairs,
 2. Director of University Real Estate,
 3. Director of Greek Life,
 4. Interfraternity Council Advisor,
 5. Director of Risk Management and Safety,
 6. University Architect,
 7. Student president of the involved governing council (Interfraternity Council, Panhellenic Council, Multicultural Greek Council, National Pan-Hellenic Council, or Student Involvement Ambassadors)
 8. Others, as requested by the committee (e.g. The Director of Student Involvement will participate if a non-Greek *Organizations* is involved.)
- C. Student Organization Neighborhood Association (the “*Association*”): An *Association*, sponsored by the Interfraternity Council and the Office of Greek Life (and the Office of Student Involvement, if applicable), comprised of one member from every *Organization* in an *Agreement* with the university. The *Association* shall oversee landscaping, sanitation, and other such aesthetic standards that are visible from the street.
- D. Land-lease Agreement (the “*Agreement*”): A contract between the Housing Corporation (lessee) of an *Organization* and Auburn University (lessor), for the purpose of developing a new, or maintaining an existing, improved property on a parcel of leased land, owned by the university. *Organizations* may not occupy university land without an *Agreement* in place. The University Real Estate Office shall facilitate land-lease *Agreements* in cooperation with the Division of Student Affairs, the Office of Greek Life, the *Association*, and the individual house corporations. *Agreements* are valid after approval by the Board of Trustees.

- E. Housing Corporation: A corporation formed for the purpose of developing and maintaining *Organization* housing, to serve as equity and debt holder on *Organization* facilities. The establishment of a house corporation is a requirement for groups entering into an *Agreement* with the university.
- F. Governing Council: Bodies that evaluate and recognize *Organizations*. Examples may include the Interfraternity Council, the National Pan-Hellenic Council, and the Multicultural Greek Council, Organizations Board, or the academic unit to which the *Organization* reports.
- G. Fraternity: Single-sex, male *Organizations*, recognized by a governing council.
- H. Sorority: Single-sex, female *Organizations*, recognized by a governing council.
- I. Suspension: Temporary revocation of university recognition by the Senior Vice President for Student Affairs, typically at the recommendation of a Governing Council or other unit to which the *Organizations* Reports, per applicable university policies.
- J. Improvement: Any building, structure, or tree on the leased premises. Improvements shall be approved by the SVPSA in consultation with Facilities Management prior to construction or demolition/removal. Improvements shall comply with applicable sections described with the [Design and Construction Standards](#)
- K. Paved Area: Any surface completely covered by asphalt, brick, block, concrete, gravel, crushed stone or structurally sound porous material.
- L. Viable Financial Plan: A written description of the funding plan for the development of the improvements on the university land to be leased to an *Organization*. This plan shall include costs for planning, design, construction, as well as annual operating budget for the maintenance and utilities expenses over the entire life of the lease. In the case of a sub-lease on a currently improved property, the financial plan is only required to focus on the annual budget for maintenance and utilities expenses over the entire life of the lease. *Organizations* holding or seeking to develop and maintain housing on campus shall submit a viable financial plan at the time of application, sublease or renovation of the property.
- M. Loss of Privilege: An action where an *Organization* may be denied one or more privileges for a designated period of time, including but not limited to, the ability to host events, reserve university facilities/meeting space, participate in the block seating program for athletic events, participate in intramural events, be eligible for *Organizations* awards, or occupy housing on university property.

- N. Suspension: An action where a student *Organization* may lose university recognition, losing all privileges afforded by the university to student *Organizations* for a specified period of time. An *Organization* under suspension no longer has a relationship with Auburn University.

VII. ROLES OF THE COMMITTEE AND THE ASSOCIATION

- A. The *Committee* shall be responsible for executing and amending this Policy in conjunction with stakeholders affected by it. In addition, the *Committee* shall oversee annual inspections of each *Organization's* property and hold *Organizations* accountable for maintenance and repair. The Division of Student Affairs shall oversee compliance with this Policy.
- B. The *Association* shall be self-managed, with oversight by the Office of Greek Life and, if applicable, the Office of Student Involvement. The *Association* shall hold member *Organizations* accountable for aesthetic standards as set by the *Association*, the Office of Greek Life and, if applicable, the Office of Student Involvement. *Organizations* shall appoint a member to the *Association* in accordance with the procedures outlined in the [Student Organization Neighborhood Association By-Laws](#). The *Association* is granted the authority to levy sanctions upon *Organizations* for noncompliance of the Aesthetic and Parking Standards in accordance with section IX of this policy.

VIII. RULES AND REGULATIONS FOR ORGANIZATION HOUSING

A. General Maintenance

Maintenance items such as interior partitions, interior finishes, or structural repairs shall be addressed within an agreed upon, reasonable amount of time as defined by the *Committee*. These items may also be reviewed during the annual inspection. Aesthetic standards are outlined in X.D.

B. Fire, Health and Safety

Organizations shall comply with local fire codes, health codes and standards, and policies outlined in Appendix B - Auburn University/City of Auburn Public Safety agreement.

1. Costs associated with fire, health, and safety violations and building code compliance are the responsibility of the lessee.
2. Post emergency numbers for fire, police, and ambulance adjacent to common phones and evacuation routes on the door within each sleeping room;
3. Comply with recommendations by the *Organization's* insurance provider within the prescribed number of days;
4. Public spaces, such as corridors, stairwells and other areas of ingress and egress shall remain free of debris, furnishings, and other objects; Mechanical and electrical rooms shall remain free of debris and stored materials, other than those related to maintenance of the improvements.

5. Sitting, standing or climbing upon, or hanging from a balcony railing or roof is prohibited.
6. Use of an outdoor cooking device is allowable for cooking food if located a minimum of 10 feet from any improvement.
7. Use of an indoor or outdoor fireplace/fire pit is allowable if constructed by a licensed contractor and submitted to the SVPSA for approval per guidelines in section VI.B. New outdoor fireplaces/fire pits must be located a minimum of three feet away from any improvement or temporary structure. Fire pits shall be a minimum of 18 inches in height and not exceed 25 square feet.
 - a. Each *Organization* shall have a designated student Fire Marshal and at least one alternate.
 - b. Prior to fireplace/fire pit use, the student Fire Marshal shall be informed and provide approval. The student Fire Marshal shall complete the Auburn University fire safety checklist and keep this document on file.
 - c. Portable outdoor fire pits are prohibited.
 - d. The use of accelerants is prohibited.
 - e. Only wood may be burned.
 - f. Fires are prohibited if fire weather conditions are hazardous, as determined by the Auburn University Department of Risk Management and Safety.
 - g. Fires shall be constantly attended by the *Organization's* student Fire Marshal or their designee until the fire is extinguished. A minimum of one portable extinguisher with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, water barrel, garden hose, or water truck shall be available for immediate utilization.

C. Environmental Safety

Commercial Kitchens

1. Compartmental sinks require grease traps;
2. Grease must be maintained under contract and on a regular basis in compliance with any applicable local, state, or federal codes.
3. Grease tanks over 55 gallons must be in compliance with the University Spill Prevention Control & Countermeasure Plan (SPCC) which includes maintenance, inspection, and personnel training.
4. Grease tanks under 55 gallons are exempt from the SWMP but are still required to perform regular maintenance and service as a best management practice.
5. Grease should be managed in an appropriate manner via the onsite grease tank and not the kitchen sink. Any loss or damages to the university resulting from inappropriate disposal may require indemnification from the Housing Corporation.

D. Aesthetic Standards

1. Landscaping on the property shall be held to the same standard as other campus grounds. Lawns shall be trimmed at least every ten days and grass height is not to

exceed six inches. Trees shall be regularly maintained. Shrubbery shall be trimmed at least twice per year.

2. Recyclable materials shall be properly removed from property no less than once per week. *Organizations* shall recycle in accordance with university policy.
3. Refuse shall be properly removed from property no less than once per week. Trash in the house must be disposed of, recycled or otherwise removed from premise no less than once per week. Recovery management and refuse as mandated in Section X.C. does not apply to the disposal of grease.
4. An *Organization* hosting a social event in which temporary structure is constructed must follow the requirements for building and disabling structures.
Theme Party Construction Projects Policy
5. *Organizations* are expected to meet aesthetic and parking expectations as follows:
 - a. Monday through Friday: Every property must have a clean appearance by 8:00 am every morning.
 - b. -Saturday-Sunday: Every property must have a clean appearance by 10:30 am every morning.
6. Improvements visible from the curb, such as windows, gutters, roofs, landscaping or trees in need of repair shall be addressed within an agreed upon, reasonable amount of time as defined by the *Association*. Failure to comply with the requirements will result in sanctions issued by the *Association*.

E. Tree Policy

Organizations on leased property shall comply with the Board of Trustees **Tree Preservation Policy**.

F. Parking

1. Vehicles shall be parked in designated, paved parking spaces. It is not necessary to provide a full platform of the surface material under the parked vehicle so long as the wheels/contact points of the vehicle rest on a paved area that connects along a continuous path to a driveway to the street. Parking shall not be open to the general public, however, *Organizations* may allow guests to park in designated paved areas, provided there is space available and the guest has a relationship with the *Organization*, such as parent, alumni or family member.
2. The parking/storage of boats, trailers designed to carry boats or automobiles, motor homes and camping trailers is prohibited.
3. Towing is to be arranged through Auburn University Parking Services.

G. Animals

Organizations shall comply with Auburn University's **Animals on Campus Policy**.

H. Weapons

Organizations shall comply with Auburn University's **Dangerous Weapons and Firearms Policy**.

I. Insurance

Organizations shall comply with [Auburn University's Policy on Insurance Requirements and Certificates of Insurance.](#)

IX. **COMPLIANCE AND SANCTIONS**

A. Sanctions

Organizations which fail to comply with the standards set forth in this policy are subject to sanctioning.

1. Aesthetic Standard/Parking Violation: If an *Organization* is found to be in violation of an aesthetic or parking standard, as defined in the Policy, the *Organization* shall be granted a stipulated amount of time to address the issue. If the issue is not addressed within the stipulated timeframe, the *Association*, in accordance with the Student Organization Neighborhood Association By-Laws, will sanction the *Organization*.
2. Other Policy Violation: If an *Organization* is determined to be in violation of other sections of this Policy or continued violation of an aesthetic/parking standard, the *Committee* may impose sanctions.
3. Sanction options to address aesthetic, parking or other violations include but are not limited to:
 - a. *Organization* shall pay for costs incurred by the university to address the concern.
 - b. *Organization* may be fined, lose social privileges, lose organizational seating privileges at athletics events, and/or lose any other privilege afforded to an *Organization* except the recognition itself. In addition, the *Organization* shall be placed on temporary suspension and lose guest privileges at the premises until the *Committee* permits reinstatement.

B. Compliance

1. Daily inspections: The *Association* shall appoint such members or advisors as necessary to check the aesthetic standards of the student *Organization* neighborhood(s) daily.
2. Annual Inspection: The *Committee* shall conduct annual inspections of leased premises. Following the conclusion of the inspection, a report shall be sent to the *Organization*. Within 30 days of receiving the report, the *Organization* shall address and have a remedial plan to resolve each issue.
3. Fire and Life Safety Inspections: The City of Auburn Fire Division shall schedule regular inspections of life safety elements within the improvements. Random fire drills shall be conducted to ensure compliance of fire evacuation policies.

4. Follow up inspections: The *Committee*, the *Association*, and/or the City of Auburn Fire Division may conduct follow up inspections to ensure the facility has been brought into compliance.
5. Health/Safety Emergency: When an *Organization* fails a follow up inspection or an improvement is found to be in significant disrepair that could result in a health/safety emergency, the *Committee* may place an *Organization* on immediate suspension, close a portion of the house, require members to vacate the house and/or lose guest privileges on the premises until the *Organization* complies with requirements.

X. APPEALS

- A. *Organization* may appeal a decision of the *Association* or *Committee* only if stipulated procedures were not followed by the *Association* or *Committee* or levied sanctions are inconsistent with the violation.
- B. If the sanction(s) originated from the *Association*, the *Organization* may appeal the sanction(s), in writing, to the *Committee* within five (5) business days.
- C. If sanction(s) originated or are upheld by the *Committee*, the *Organization* may appeal the sanction(s), in writing, to the Assistant Vice President for Student Development within five (5) business days.
- D. All decisions by the Assistant Vice President for Student Development are final.

XI. INTERPRETATION

Interpretations of this Policy shall be directed to the *Committee*, via the Responsible Officer. Further clarification concerning the Policy may be sought from the Senior Vice President for Student Affairs (SVPSA).