

KEENE STATE COLLEGE
TERMS AND CONDITIONS OF THE RESIDENCE HALL CONTRACT
2012-2013 ACADEMIC YEAR

Note: Please read all provisions of this contract before signing, as you are legally bound by these contract terms. Any exceptions to provisions herein must be approved by the Office of Residential Life and Housing Services. *This contract is for one academic year.*

1. Eligibility

- a. Students have equal access to College Housing without regard to race, color, religion, sex, age, national origin, sexual orientation, marital status, veteran's status, or disability.
- b. All first and second year students are required to live on campus unless granted an exception by the Director of Residential Life or a designee.
- c. All full-time matriculated undergraduate students at Keene State College may enter into this contract if they are:
 1. Admitted First Year Students at the time of application; or
 2. Returning Students who are registered for a minimum of twelve credits, currently living on-campus.
- d. Students will be required to move out of their Residence Hall within 24 hours if they:
 1. Lose their status as enrolled students; or
 2. Fail to register for a minimum of twelve credits by the last day of the Schedule Adjustment Period; or
 3. Have an unpaid bill and are not cleared by Student Accounts by the College deadline.
- e. All resident students must contract for at minimum a 12-meal plan (except those in Bushnell, Tisdale and Pondsides II apartments).
- f. The College considers a student's Conduct Status as a factor in providing on-campus housing.

2. Duration of Contract

- a. This contract is in effect for one *academic year*, or that portion of the academic year remaining at the time of occupancy. The housing agreement cannot be terminated by the resident except under the conditions listed in the Contract Termination and Release sections of this agreement.
- b. The College does not provide housing during vacation periods except in Pondsides II, Tisdale and Bushnell apartments, and those arrangements made for athletes and student teachers who are required by the College to be on campus.
- c. If the College makes space available for students with special needs during vacation periods, students may be required to move to residence halls other than their normal place of residence for such periods.

3. The College Agrees:

- a. To provide a space to the student for a period of one academic year (first and second semester), exclusive of vacation periods or any other period when the College is officially closed.
- b. To provide residence hall services, including access to the assigned room, commencing on the official Opening Day.
- c. To provide support staff in accordance with College policy.
- d. To provide a reasonable amount of light, heat, hot water, and access to telephone, cable and internet services. Student rooms shall be furnished by the College with a bed (with bed rails for lofted or bunked beds), mattress, drawer space, desk, chair, and closet space for each student.

4. The Resident Agrees:

- a. To pay all charges and fees specified, to observe all rules and regulations of Keene State College and the Office of Residential Life and Housing Services, and to abide by the terms of this contract. Failure to fulfill the terms of this contract may lead to termination of this agreement, removal from College owned and operated housing, and a review of the individual's status as a student at Keene State College.
- b. If the resident displays behaviors that appear to represent a threat to the resident and/or to the community (i.e. suicidal gestures, drug/alcohol overdose) the College reserves the right to remove said individual until a formal assessment determines that the resident no longer presents a threat.

4. The Resident Agrees: (continued)

- c. In the event of serious concerns about a resident's health or safety, the College reserves the right to notify the persons listed on the Emergency Information Card, which each student is required to complete in order to occupy a residential space.

5. Rates and Payment (see Section 7 also)

- a. A non-refundable deposit of \$100 for first-year students or \$300 for returning students must be submitted with the Housing and Dining Application. *This deposit will be credited toward the spring semester housing bill*, and will only be refunded if housing is not available, if the student graduates, participates in the Study Away program or student-teaches beyond a 30-mile commute from the college.
- b. Charges are payable prior to the beginning of each semester. Assignments may be cancelled by the College if the balance is not paid by the stipulated due date or if alternate arrangements for payment of bills have not been approved by the Director of Student Financial Services.
- c. No refunds will be made to an enrolled student who fails to occupy the assigned space for the second semester, unless the student has followed the established Office of Residential Life and Housing Services policies and procedures for release from the contract agreement and is approved by the Director of Residential Life or a designee.
- d. Failure of the resident to satisfy the financial obligations stipulated under this contract will result in a hold on registration and official records and/or eviction from the residence hall.
- e. Housing charges are refundable according to schedules listed in the Keene State College Student Handbook: *Withdrawal*—75 percent of the room charge will be returned to any student withdrawing from the College within 7 calendar days of the first day of class; 50 percent after 7 calendar days but within 30 days of the first day of class; no refund after 30 calendar days. *Dismissal*—no room refund will be made to any student who is dismissed from the College for any reason, or who is removed from housing for Student Conduct reasons.
- f. Meal Plans for students living in Pondsides II, Bushnell or Tisdale apartments, or living off-campus, may be changed or cancelled within the first 30 calendar days of the semester. Pro-rated meal plan refunds will be given on the unused portion of the contract, less one week. Meal plans for all other students may be increased, but not decreased, during the year-long meal plan commitment.

6. Assignments

- a. No specific assignment based on the resident's request is guaranteed. Failure to honor preference will not void this contract.
- b. The College reserves the right to consolidate vacancies by requiring residents in under-occupied rooms to move to other vacancies in the same hall/area.
- c. The College reserves the right to change room assignments at any time for health and safety concerns, repair services, Student Conduct reasons, community issues, or roommate incompatibility that cannot be resolved.

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7. Contract Release and Termination

- a. If the student fails to occupy the assigned room within one day following Opening Day, the contract may be cancelled at the discretion of the Director of Residential Life unless the individual makes a written request to the Office of Residential Life and Housing Services to hold the room until a later date.
- b. Students who fail to maintain full-time status may be removed from their housing assignment at the discretion of the Director of Residential Life or a designee.
- c. The housing deposit is non-refundable, except in cases outlined in section 5a.
- d. Residents may request release from the Residence Hall Contract by completing the Housing Release Request form and providing supporting documentation. Releases are subject to the approval of the Director of Residential Life or a designee. Such releases will be considered only for the following reasons:
 1. Non-admission, withdrawal, transfer, or dismissal from the College; or
 2. Marriage or Civil Union occurring during the contract term; or
 3. Affiliation with Keene State College programs that are more than 30 miles away from campus such as internships, cooperative education or student teaching; or
 4. Graduation; or
 5. Study Away program; or
 6. Extreme, unanticipated change in financial situation; or
 7. Serious medical or health problems directly related to residence hall living.

8. Contract Assignment

- a. This contract may not be transferred to or assigned to any other person. Residents may not sublet any part of the premises.
- b. Contracts are not transferable from one academic year to another.
- c. The College can terminate this contract for failure to comply with any portion of this agreement or for a violation of any College or Residential Life rules or regulations.

9. Room Changes

- a. Student room change requests will not be honored during the first two weeks of a semester, except under rare and extenuating circumstances.
- b. All changes must be discussed with the Residence Director. Students may not change rooms without prior approval of the Residence Director(s) of the areas involved.
- c. Unauthorized room changes will be assessed a \$50.00 fee and will be addressed by the Student Conduct System.

10. Liability/Responsibility for Personal Property

- a. The College shall not be liable directly or indirectly for theft, damage, destruction, loss of money, valuables, or other personal property belonging to, or in the custody of, the student for any cause whatsoever, whether such losses occur in the student rooms, storage areas, public areas or hallways. The student is encouraged to carry personal property insurance.
- b. Students are particularly encouraged to remove all valuables from their accommodations during periods of absence or during college vacations.
- c. In the event of damage by fire, water, steam or other causes which render the room or apartment wholly unfit for occupancy, the College reserves the right to reassign the student to alternative college housing accommodations.

11. Check-In and Check-Out

It is the responsibility of each student to follow the specific check-in and check-out instructions for their residential area. Consult a residence staff member for details.

- a. Check-In: The check-in procedure includes registration, receipt of key(s) or combo(s), and completion of living space Condition/Inventory Form and Emergency Information Card.
- b. Check-Out: Each student is required to pre-schedule a check-out time with a residence staff member. This appointment should be scheduled at least 48 hours in advance of the anticipated departure date.
- c. Residents must remove all belongings from their room and check-out within 24 hours of their last exam of the academic year, or within 24 hours of withdrawal or dismissal from the College.
- d. Failure to check-out of the residence hall following the established procedure waives the student's right to appeal damages charges and will result in an improper check-out charge of \$50.

12. Damages and Upkeep of Facilities

- a. Each resident is financially responsible for replacement or repair of any damage to his/her room and its equipment and his/her proportional share of any common area damages (halls, bathrooms, lounges, etc.) of the residence hall. These costs will be assessed to students after reasonable efforts to identify the responsible person(s) have been made. Common area damages are not subject to appeal.
- b. When responsibility for room damages cannot be ascertained, the damage charge will be assessed equally among all room residents.
- c. Each resident agrees not to modify or allow modifications of the room or other part of the building without prior approval of the Director of Residential Life or a designee. This includes shelves, partitions, cable, painting, plumbing, heating, or other structural changes. Similar approval is needed for alterations to furniture or to replace College furniture with student owned items.
- d. Furniture cannot be removed from student rooms or common areas, nor exchanged with furniture from another student's room.
- e. Storage for personal property, or unwanted room furniture is not provided by the College.
- f. Each resident assumes responsibility for the daily care and cleaning of his/her room and its furnishings, for removing trash regularly to the specified dumpsters, for recycling of materials into designated containers, and for maintaining acceptable sanitation and safety conditions. Each resident agrees to use all public areas in a careful manner and to help in assuring their cleanliness.
- g. Residents who have private or semi-private bathrooms are required to clean their bathrooms on a regular basis. Failure to do so may result in charges for additional cleaning, removal from the residence hall and restrictions on future housing assignments.
- h. Each resident agrees not to duplicate the room keys or share their combination. If the key is lost (or duplicated), or the combination shared, the resident agrees to pay the charge for key and lock core replacement or combination change.
- i. A damage deposit of \$100.00 will be paid prior to each student's first semester in College Housing as an indemnification against damage to or loss of residence hall property or facilities. After individual and common area damages are applied to the student's account, the deposit amount remaining will be refunded following the last semester the student resides in College Housing.

13. Room Entry and Searches

- a. To maintain an environment that facilitates scholarship and provides for the health, safety, and protection of residents and of their property, it may become necessary at times for the College to enter student rooms. Staff member(s) will not enter a student's room without the consent of a resident except as follows:
 1. For inspections pertaining to fire, safety and health regulations, for repairs and for routine maintenance; or
 2. For residence hall opening and closing inspections; or
 3. When there is reliable information that an emergency exists (including but not limited to fire, accidents, sickness, or danger to the health and welfare of the residents); or
 4. When there is reliable information that a College policy is being violated.
- b. Please refer to the Residential Life section of the Student Handbook for College policy on room searches.

14. Rules and Regulations

By making the housing deposit, the student is agreeing to this contract and agreeing to adhere to policies and procedures in the Keene State Student Handbook which is found at: www.keene.edu/young/forms/studenthandbook.pdf. The Student Code of Conduct section of the Student Handbook defines the rights, responsibilities and behavior expected of all residents. These guidelines are designed to maximize the positive aspects of living in College residence halls for all residents.