

KEENE STATE COLLEGE  
TERMS AND CONDITIONS OF THE RESIDENCE HALL CONTRACT  
2024-2025 ACADEMIC YEAR

Note: Please read all provisions of this contract before signing, as you are legally bound by these contract terms. Any exceptions to the provisions herein must be approved by the Office of Transitions & Community Living.

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 students with 59 credits or less prior to the start of the fall semester, are required to live on campus unless granted an exception by the Director of Transitions and Community Living 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.
  3. Other students given special permission by the Director of Transitions and Community Living
- 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 Financial Services by the College deadline.
- e. All students must contract for the required base meal plan as designated by dining services, (except students assigned to the 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 apartments, and those arrangements made for athletes, student teachers, students required by the College to be on campus. Exceptions must be pre-approved by the Community Director or Housing Team in writing.
- c. During vacation periods the College may permit athletes, student teachers, and other required student staff to remain on campus, but not necessarily in their regular housing assignment.

**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 internet services. Student rooms shall be furnished by the College with a bed, mattress, drawer space, desk, chair, and closet space for each student. Student rooms do not provide cable TV service.

**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 Transitions and Community Living, 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 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.
- c. In the event of serious concerns about a resident's health or safety, the College reserves the right to notify the persons designated as the Emergency Contact person, which each student is required to provide in order to occupy a residential space.

**5. Rates and Payment (see Section 7 also)**

- a. A non-refundable administrative housing fee of \$250 will be placed on all residential students account. This fee covers all minor incidental common area and room damages in the residence halls. Any egregious damages in the residence halls may be assessed and charged to students involved.
- 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 Transitions and Community Living policies and procedures for release from the contract agreement and is approved by the Director of Transitions and Community Living 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.

**6. Assignments**

- a. No specific assignment based on requests is guaranteed. Failure to honor preference will not void this contract.
- b. The College reserves the right to consolidate vacancies by requiring residents in rooms with vacancies to either move to another vacancy or have their own vacancy filled either by themselves or Community Living.
- c. The College reserves the right to change room assignments at any time for health and safety concerns, repair services, Community Standards reasons, community issues, or roommate incompatibility that cannot be resolved.
- d. The College reserves the right to change room assignments if in the judgment of the Director of Transitions and Community Living, a student has demonstrated a lack of maturity required to responsibly live in a suite or apartment environment. The College may then withhold eligibility for that type of housing assignment moving forward.

**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 Transitions and Community Living unless the individual makes a written request to the Office of Transitions and Community Living 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 Transitions and Community Living or a designee.
- c. The administrative housing fee is non-refundable.
- 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 Transitions & Community Living or a designee. Such releases will be considered only for the following reasons:

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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 Transitions & Community Living 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 endorsed by the Community Director. Students may not change rooms without *prior* written approval of the Community Director(s) of the areas involved and/or a member of the housing staff.
- c. Unauthorized room changes will be assessed a \$100.00 fee.

#### **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. Students are encouraged to carry personal property insurance.
- b. Students are particularly encouraged to remove all valuables from their accommodation 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 Community Living staff member for details.

- A. Check-In: The check-in procedure includes Owl Card activation and room code.
- b. Check-Out: Each student is required to pre-schedule a check-out time with a Community Living 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 (by 6:00pm on the Friday of finals week), 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 may result in an improper check-out charge of \$50.

#### **12. Damages and Upkeep of Facilities**

- a. 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 Transitions & Community Living or a designee. This includes shelves, partitions, painting, plumbing, heating, or other structural changes. Similar approval is needed for alterations to furniture or to replace College furniture with student owned items.
- b. Furniture cannot be removed from student rooms or common areas, nor exchanged with furniture from another student's room.
- c. Storage for personal property, or unwanted room furniture is not provided by the College.

d. Each resident assumes responsibility for the daily care and cleaning of their 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.

e. Residents who have private or semi-private bathrooms are required to clean their bathrooms on a regular basis. Cleaning supplies and toilet paper are to be supplied by the residents of the suite/apartment. Failure to do so may result in charges for additional cleaning, removal from the residence hall and restrictions on future housing assignments.

f. Each resident agrees not to share their combination. If the combination is shared, the resident agrees to pay the charge for combination change.

g. Surveillance Cameras: In an effort to prevent vandalism and damage to the property, video cameras have been installed in common areas and circulation spaces, including hallways and stairwells. The devices are used for the limited purposes of identifying persons who may cause such damage and destruction or otherwise violate the College's policies. Video cameras are not monitored in real time. Video cameras will be operated and recordings maintained consistent with applicable laws and campus policies, including the Policy on Security Surveillance Technology. By signing this agreement, student acknowledges that s/he has no reasonable expectation of privacy in common areas and circulation spaces.

#### **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 Transitions & Community Living section of the Student Handbook for College policy on room searches.

#### **14. Fines**

Students are subject to monetary fines for health and safety violations that occur within the residence halls as well as fines associated with some violations of the Student Code of Conduct.

#### **15. Rules and Regulations**

By being enrolled as a current Keene State College student I am agreeing to adhere to policies and procedures in the Keene State Student Handbook which is found at:

<https://www.keene.edu/administration/policy/detail/handbook/>. 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. The Community Living website is also a useful resource for additional policies and important announcements.

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