



Residence Hall Contract

2010-2011

It is agreed between Gwynedd-Mercy College and the student whose signature appears on the application for residency that the occupancy of a residence hall space shall be on the following terms and conditions:

Terms of Agreement

The terms of occupancy shall be for one semester, the entire academic year, or summer sessions as requested on application. Residence halls include both college owned and college leased buildings in which students reside. Hall accommodations will be available only to full-time students who are considered to be in good academic and financial standing when classes are in session and any exceptions must be approved by the Vice President for Student Services. Occupancy will commence and end on the dates designated by the Office of Resident Life based on the academic calendar. The room must be vacated 24 hours after the resident's last final exam unless permission is received for an extended stay from the office.

Students who have registered for housing, but do not register for classes or check into their room on or before the fifth day of classes will lose their room assignment / housing and be subject to the Room and Board Refund Policy. Students who have registered for housing and have an outstanding balance with the Office of Student Billing will not be issued keys to the residence halls and may succumb to the statement above.

The residence hall and dining hall will close during the following college recesses: Thanksgiving, Winter, Spring, Easter, and Summer breaks. Residents are not permitted to remain on campus. Residents who warrant an exception for a particular break due to academic, distance (300 miles or more), or athletic obligations must submit a request in writing to the Office of Resident Life by the posted deadline, which is at least one week prior to a scheduled break period. All students who remain in the residence halls during the Summer break period, with the exception of those participating in athletics or graduation, will be charged the College approved weekly rate. Portions of weeks will be prorated.

In the event a resident withdraws or is dismissed from the College, the room must be vacated within 24 hours, unless otherwise specified in the letter of termination. The resident must return all keys to residence hall staff and complete all required paperwork upon check out. Any and all personal belongings remaining after that time may be dealt with as the College deems appropriate.

Room and Board Refund Policy Per Semester

Withdrawal date from the residence halls is based upon official notification by the student to the Office of Resident Life and official check-out of the residence halls.

- 100% refund prior to the first day of the semester
- 75% refund through end of the drop/add period
- 50% refund through first week after drop/add period
- 25% refund through second week after drop/add period
- 0% refund after end of the second week after drop/add period

The residence facilities are designed to accommodate individual students and not a student's family members. Students with special family needs are welcome to review the off-campus housing listing available through the Office of Resident Life.

Right of Assignment

The College reserves the right to make room assignments, temporary assignments, consolidations, and re-assignments when necessary. Assignments to housing space are made without regard to race, color, age, religion, national origin, ancestry, or veteran status. Room changes must be made through the Office of Resident Life after consultation with the appropriate Resident Assistant. There may be disciplinary action for any room changes not initiated by the College.

The College reserves the right to cancel residence and board contracts of any student whose actions have been determined to be detrimental to the welfare of themselves or others living in the residence halls, or for violation of any part of this contract or College policies and regulations listed in the *Resident Life Handbook*, *Student Handbook* or any other college publication. Furthermore, the College may cancel this contract and take possession of any room at any time for a student's failure by the College deadline, his or her amounts owed to the College.

Room Deposit

Residents shall make a room deposit, as required by the Office of Student Billing, prior to occupancy in the residence halls. This deposit will be credited towards the room charge for the academic year.

A room deposit of \$250.00 is required of all new resident students, of which \$200.00 is a security deposit and \$50.00 is a room reservation deposit. The security deposit will remain intact until the resident graduates or terminates his/her residency, at which time room/hall damages, unusual cleaning charges, and unpaid disciplinary fines will be deducted before a refund is made. Any charges beyond \$200.00, or during semesters other than the semester of graduation/residency termination, will be assessed and billed separately to the resident's account in the Student Billing Office. Any student that is dismissed for disciplinary reasons also forfeits any refund of the \$200.00 security deposit.

Returning Resident Housing Deposit Refund Policy

In accordance with College policy room deposits for Room Selection will not be accepted or processed, nor will lottery numbers be issued for any student who has an outstanding balance on his/her account. Housing Deposit extensions will not be offered.

Any resident who decides to return to housing for the 2010-2011 academic year must submit an application and \$250.00 housing deposit. All returning residents who participate in the Spring Room Selection process may cancel their housing contract and receive a full refund up until April 23, 2010. Any resident that would like to cancel their contract after that date will forfeit their housing deposit, unless withdrawing from the College.

New Resident Housing Deposit Refund Policy

The deadline for the housing application and housing deposit is May 1, 2010. Please note that the College can not guarantee on-campus housing. Individuals who cancel after submitting a housing deposit, but prior to the close of business on July 30, 2010 will be refunded as follows:

- Prior to May 1, 2010: Full refund of \$250.00 housing deposit
- May 1, 2010 – May 31, 2010: \$150.00 refund from housing deposit
- June 1, 2010 – June 30, 2010: \$50.00 refund from housing deposit

Anyone who requests to be released after the June 30, 2010 deadline will not receive any refund of their housing deposit.

New resident and returning students who apply for housing for Spring 2011 who cancel after submitting a housing deposit can get a full refund if they cancel prior to the close of business on January 5, 2011. Students who request to be released after the close of business on January 5, 2011 will not receive any refund of their housing deposit.

Housing Payments/Refunds

Housing fees shall be paid in accordance with the official fee schedule established by Gwynedd-Mercy College. Should a student leave the residence hall, by choice or for disciplinary reasons, a refund, if any, will be made according to the Room and Board Refund Policy.

Meal Plans

All resident students are required to be on a meal plan in order to reside in the residence halls. Meals plan options are selected by completing the housing application. First-Year students are eligible for the 19 and 15 meals per week plan only. Students have through the first week of classes, per semester, to change their meal plan option.

Privacy of Student Rooms

It is occasionally necessary for the College to exercise its right to enter a resident's room for purposes of health, facility maintenance, or policy enforcement. The following is a non-inclusive list of rationale for room entry and/or search by a Resident Life or College official (please note that whenever possible, reasonable care will be taken to inform residents of authorized room entry):

- For Health and Safety Inspections
- For any routine or emergency repairs

- When there is sufficient cause to believe that College policies are being violated
- When there is sufficient cause to believe that there is danger to the health, safety and welfare of persons or property
- To retrieve items that have been identified as College property
- To shut off unattended and activated alarm clocks, radios, stereos and televisions

Repairs and Room Condition

Residents will be held responsible for the conditions, contents and policy violation(s) of the assigned individual's room and/or common area of the unit or community. Prior to the beginning of occupancy, a Room Condition Report (RCR) will be completed by the Office of Resident Life and then validated and signed by the occupant. Residents are responsible for keeping their room, furniture, and fixtures in good repair. At the end of the contract term or when residents vacate the room, they must inspect their rooms with Resident Life staff and sign a final Room Condition Report. Residents will be charged for any damage caused by misuse of the premises or property. Residents who fail to follow the preceding procedure may be assessed a fine and will forfeit their right to appeal any damage charges.

Residents are not permitted to use tacks, nails, screws, paint, wallpapers, masking/duct/electrical/two-sided tape, adhesive putty, etc. on the walls, ceilings, woodwork, or doors.

Residents will not keep any animals or pets in their rooms. Candles and incense are prohibited. Residents are responsible for keeping their room free from any accumulation of waste or refuse and shall keep the room clean. Resident Life staff reserve the right to conduct formal health and safety inspections to be sure that trash is removed, floors are vacuumed, electrical outlets are not overloaded, etc. Residents who do not pass these health and safety checks are subject to a fine. The room is subject to re-inspection within 48 hours.

Residents receive a key to their room when checking into the residence hall. Additional keys may be issued as appropriate for each type of housing assignment.

Residents may not duplicate College-issued keys under any circumstances. A lost room/building key entails a \$50.00 charge for a lock change and new key. The charge for a lost key card in Alexandria Hall will be \$25.00. The charge for a lost closet/cabinet/mailbox key will be \$20.00.

Residents must return their keys according to check out procedure (see *Resident Life Handbook*) when changing to commuter status, when changing rooms, or when leaving the institution permanently. Residents will be billed for the lock/key if a key is not immediately returned at check out.

All fees for the replacement or repairing of damages, incurred in individual rooms or general areas, will be handled through the Student Billing Office.

Room Furnishings

Residents' rooms are furnished by the College. Water beds are not allowed. Residents are not permitted to remove any furniture, equipment, or any other property belonging to the College. Property of the residence hall such as lounge furniture is not to be moved into student rooms, to other rooms within the hall, nor removed from the residence hall. Residents relocating furniture anywhere in the residence hall, even temporarily, will be fined and billed for any damage or loss. Residents will be held responsible for damage to their room and any damage done to any other part of the residence hall or its equipment. Public area damage and vandalism that cannot be attributed to specific individuals will be billed on a prorated basis to residents on that particular floor or section of the building. Willful destruction of property is cause for disciplinary action and costs will be charged to the student.

Rules and Regulations

Resident students will be held responsible for the condition and contents of the room to which they are assigned. Residents are expected to comply with all health, fire, and safety regulations of municipal, state, or federal authorities, as well as with the rules and regulations in force or adopted by the College relating to occupancy in on-campus housing. Residents are required to be knowledgeable of the policies and procedures stated in the *Resident Life Handbook* and the Gwynedd-Mercy College *Student Handbook* which are considered part of this contract. The College administration reserves the right to inspect rooms to ensure that institutional standards and objectives are being maintained. Whenever possible, residents will be notified and also present. Residents who do not comply

with College rules and regulations will be subject to disciplinary action and may be required to terminate this contract.

Residents may not tamper with locked doors, security equipment or alarm systems. Persons activating false fire alarms, interfering with or removing fire-fighting equipment are subject to prosecution under Pennsylvania statutes and disciplinary action by the College. Unauthorized or improper entry into or use of College facilities, as well as illegal possession, duplication, or use of keys to College facilities, is in direct violation of this contract. Assisting a person violating the above policies is also itself a violation of this contract.

If dismissed from campus housing for disciplinary reasons, the \$200.00 security deposit is thereby forfeited. Such a dismissal will require reapplication for residency after a time stipulated by the Director of Resident Life after consultation with the Vice President for Student Services. Re-acceptance under these circumstances is not automatic but at the discretion of the above mentioned college officials.

Drugs and Alcohol

The possession and consumption of alcoholic beverages in the residence halls is forbidden. Under the laws of the Commonwealth of Pennsylvania, it is unlawful for persons under 21 years of age to purchase, attempt to purchase, consume, possess, or transport any alcohol, liquor or malt/brewed beverages. Furthermore, it is unlawful to provide alcoholic beverages to minors. It is also unlawful and strictly forbidden for anyone on campus to sell, possess, produce, purchase, or use any controlled substance or illegal drugs. The College reserves the right to notify parent(s)/guardian(s) and/or local authorities of these violations.

Weapons

The possession of firearms of any kind; including pellet guns, explosive devices of any kind and other dangerous weapons, including but not limited to knives, are not allowed on the Gwynedd-Mercy College property and that students found in possession of any dangerous weapon on campus may be immediately suspended from Gwynedd-Mercy College and the residence halls pending the outcome of their judicial hearing. This College policy also applies to all students even if otherwise permitted by law to carry a firearm.

Smoking

The Residence Halls are a smoke-free environment. Therefore, smoking is prohibited everywhere in the residence hall, including entryways and porches. Residents who smoke must do so in designated locations outside the buildings and dispose of their cigarettes in the containers provided.

Guests/Visitation

Residents are responsible for assuring that residence hall guests are properly registered and must escort their guests at all times. Guests must not infringe upon the rights of other residents, particularly the rights of roommate(s). Residents are responsible for their guests' behavior and observance of college policies. Residents will be held accountable for damages incurred by their guests. The college reserves the right to remove or prohibit a guest from the residence halls and/or campus who has violated college regulations or if it is reasonably determined that such a person has disturbed, or is likely to disturb or disrupt other students in residence. Further explanations of visitation policies can be found in the *Resident Life Handbook*

Medical Information

A student will be permitted residency status only when a current health form and proof of meningitis vaccination or a signed waiver are on file with the Office of Campus Health.

Liability Clause

The College shall not be liable, either directly or indirectly, for personal accident, injury, or illness sustained by residents or guests, nor any loss by theft of personal property of residents or guests, or for any damage or destruction of such property by fire, water, or any other cause. It is recommended that residents insure their personal property.

Revised: February 2, 2010

This contract is subject to be revised if and when needed.