

TERMS AND CONDITIONS OF RESIDENCE HALL

Terms of Contract:

The delivery of this lease agreement by the Springfield College Office of Housing & Residence Life, to the student named, constitutes an offer of housing accommodations and the execution of this form by the student constitutes acceptance thereof and an acceptance of said terms and conditions. Housing assignments are made for the full academic year and this lease agreement is binding for housing charges for both semesters. The student is responsible for the payment of room charges whether or not he or she occupies the room. Refunds will be given only when an enrolled student is engaged in student teaching or an internship in a distant place for an extended period of time.

1. Check – In and Check – Out:

- A. Each resident must follow the check – in procedures within each hall. This includes registration, receipt of key(s) or access card and acknowledgment of the condition of the room via the Room Inspection /Inventory form.
- B. Upon vacating the room, the resident must check out with a staff member, return the key(s) and acknowledge and sign the Room Inspection/Inventory form. Each student also has the option of Express Check – Out procedures, whereby he/she can fill out a form; giving the Resident Assistant permission to do the Room Inspection/Inventory form in his/her absence. In this situation, the student returns key(s) in a provided envelope to the appropriate location.
- C. Failure to check out of the residence hall following the established procedure may result in the forfeiture of the student's right to appeal individual damages and a fine of \$25.

2. Access to Rooms:

College personnel may enter rooms when there is probable cause concerning the health, safety and welfare of the resident and /or any member of the student body. Members of the Facilities and Campus Services Department (FACS) and contracted personnel may enter the rooms for maintenance purposes. When feasible, students will be notified in advance. The Residence Life staff may conduct monthly room inspections. A new lease agreement will be executed each year during the student's tenure at the College.

3. Assignment of Housing:

The College expressly reserves the right at any time during the year to reassign the student to other housing accommodations. In the event of a vacancy, the College reserves the right to assign students to unoccupied beds within the building during the school year. Requests for room changes must be approved through the Office of Housing & Residence Life. **A charge of \$35 will be made for every room change.**

4. Room/Roommate Changes:

Students are encouraged to try to work with their roommate or to seek assistance from the residence life staff if a roommate situation is not resolved. The Resident Director may move or reassign one or both residents if the conflict cannot be resolved.

5. Room Consolidations:

Most students will initially have a roommate. If a resident moves out or cancels his/her room assignment, the remaining roommate will be asked to do one of the following:

1. Select a roommate of his/her choosing
2. Anticipate that a new roommate will be assigned to the room
3. Move into a room where a roommate is needed

6. Bought Out Singles:

Double rooms may be leased as singles if space is available. If a roommate moves out (for any reason), the Office of Housing & Residence Life will mail the remaining roommate a letter outlining the following options:

- Keep the room as a "Bought – Out" single and pay the additional prorated cost.
- Consolidate rooms with another student. The student with the least amount of earned academic credit hours would be required to move unless both students mutually agree on other arrangements.
- Failure to respond to the letter sent by Residence Life will result in a new room assignment or a new roommate. A new assignment will require the student with the least amount of earned credit hours to move into the room. Students are to move into the newly assigned space within the allotted time period in order to avoid being assessed a Bought - Out single room rate. **Note: The Bought – Out single room assessment would be for the remainder of the academic year unless the resident requests a specific individual for a roommate.** To avoid a \$50 Improper Room Change fee, no room change can occur without prior written approval on the Room Change form through the Office of Housing & Residence Life.

7. Guests:

Overnight guests are limited to no more than two consecutive nights. The roommate must grant consent. A student host is responsible for the conduct of his or her guest. All guests must comply with College rules and regulations. Guest privileges may not be extended for the purpose of cohabitation, which is against the law of the State of Massachusetts. **No student may have more than three guests at any given time.**

8. Condition of Room:

The student shall maintain his/her room in a clean and sanitary condition and shall not make any additions or alterations to the room. Students are liable for any damages to College property, their rooms and common areas of the building. The use of nails, screws, tape, paint or any other instrument, which may damage walls/doors, is strictly prohibited. Room inspections will be completed by the residence life staff on a monthly basis to insure that the housing space you are provided is kept from debris and trash, clean and free of fire and health hazards, and maintained in an appropriate fashion. Students will be billed for college furniture removed from a room. Students shall turn over the room and all College property belongings to the College in good, clean condition, reasonable wear and tear accepted. Cleaning charges will be assessed to students upon vacating their room if it is unclean or in disrepair.

9. Personal Property Loss:

The College is not liable for the loss of money, clothing or other valuables, or for the loss and/or damage to property belonging to the student. This would also include any personal goods stored in the residence hall facilities. It is strongly suggested that families extend their homeowners coverage to include the student's possessions while away from home or that they can purchase Renter's Insurance. Brochures are available in the Residence Life Office. The student understands and agrees that it shall be his/her own obligation to insure his/her personal property.

10. Vacations:

In the interest of total security, the College reserves the right to secure all residence halls during College vacation periods. Most residence halls will be closed during Thanksgiving, Winter Break, Spring Break and Summer Recess. Students staying in halls designated as open during vacation periods will be charged an additional fee according to their length of stay. The College will publish opening and closing schedules.

11. Meal Plan:

All students living in residence halls are required to purchase a meal plan. Flex Life is the minimum plan for resident students.

12. Storage:

The College does not provide storage facilities for students' personal possessions.

13. Keys/Card Access:

Each student is issued one room key and an access card. In the event of a lost key/access card, a \$35 charge will be made for the issuance of each new key/access card. A lost key may necessitate a lock change. The student responsible for the key loss will be financially liable for all charges associated with a lock change. Students will be charged \$35 per key if keys are not returned at the end of the academic year, or if the student gives keys to the new occupant of their room during a room change.

14. Noise:

The College does not allow or condone excessive noise and will take appropriate disciplinary action when confronted with violations. Neither the student nor his/her guests, shall make or suffer any unlawful, noisy, or otherwise offensive use of his/her room and/or the residence halls, nor commit or permit any nuisance to exist thereon, nor create any interference with the rights, comfort, safety or enjoyment of the College. Excessively large amplifiers are prohibited. In addition, residents should be aware that they are expected to exercise consideration for others at all times, and will observe 24 courtesy hours. They will also observe quiet hours between the hours of **10:00 p.m. and 8:00 a.m. (Sunday – Thursday) and Midnight to 10:00 a.m. (Friday and Saturday).**

15. Alcohol and Drugs:

The student agrees to comply with federal, state and municipal laws and ordinances, and with College policy regarding possession or use of alcoholic beverages and illegal drugs. Furthermore, the student agrees that his or her housing accommodation shall not be used for any purpose contrary to law. Alcohol abuse and intoxication are not condoned. Irresponsible behavior, as a result of alcohol or drug abuse will not be tolerated. Violation of the above policies are more fully described in the **Springfield College Student Handbook** and will result in a range of sanctions that may include a fine, removal from the residence hall, and suspension/dismissal from the College.

16. Fire Prevention:

Each residence hall will hold fire drills throughout the year. Students are expected to evacuate the residence hall immediately upon hearing the alarm sound. Failure to evacuate within three to five minutes, failure to cooperate with College personnel, or premature reentry of the building will result in judicial action. Any student who tampers with fire extinguishers or any fire safety equipment is subject to suspension from the College and additional judicial sanctions. **The use of candles, incense, cigarettes or other open flames of any type is not allowed in the buildings.** Students will be held accountable. ALL RESIDENCE HALLS ARE SMOKE FREE.

17. Electrical Appliances:

Due to fire regulations, cooking in student rooms is **not permitted**. Residence Life staff members are authorized to remove all devices which they deem, in their discretion, to be dangerous. Students wishing to cook in the residence halls may do so only in designated kitchen areas. Refrigerators no more than 4.4 cubic ft. may be used in the rooms. Irons which are UL approved, in good repair and which have a thermostatic control, may also be used in student rooms. Air conditioning units, space heaters, toasters ovens, open coiled burners, George Foreman grills, and microwave ovens (with the exception of the **Micro Fridge units**) are not permitted in student rooms. Additionally, Touchier Halogen lamps are prohibited in student rooms Failure to comply with these regulations will result in a \$50 fine.

18. Pets:

All pets are prohibited in all college owned residential facility. Fish contained in a bowl are permitted.

19. Signs:

Students are not permitted to put signs of any type in any window of a college owned residential facility.

20. Lofts: The College does not permit the use of lofts in the residence halls.

21. Furniture: Students cannot remove furniture from the rooms/apartments.

22. Damages:

Students are responsible for the payment of all damages that occurred within his/her assigned room. Charges for all damages to the premises shall be divided equally among occupants, unless one (or more) occupant(s) accepts responsibility for total damage and notifies the Residence Life Office prior to the submission of bills. When damage to common areas of the residence halls (i.e., lounges, stairwells, lobbies, hallways, bathrooms) are clearly the result of negligence, carelessness, malicious intent to destroy, or theft, residents of the floor or building will be billed for their share of the repair and/or replacement costs. It shall be the responsibility of all residents to be invested into the residential community and minimize damages and require those who are responsible to pay. All information pertaining to damages should be reported to Resident Assistants, Resident Directors, or directly to the Office of Residence Life. Damage charges will be based on local hourly rates, plus the cost of materials and overhead. All repairs to College property must be completed by college personnel or contractors of the college. Requests for repairs or other maintenance should be reported to your Resident Assistant or Resident Director.

23. The Springfield College Handbook:

All residents are advised to read and become familiar with the student code of conduct and the policies that relate to student life.

24. Student Liability: Student agrees to indemnify and save the College harm from liability, loss or damage arising from any situation that is made or suffered on the premises by him/her, guests or from any carelessness, neglect or improper conduct of any such persons. All personal property in and part of the College campus shall be at the sole risk of the student. Subject to provisions of applicable law, the college shall not be liable for damage to, or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, or otherwise, while on College's property, or in any storage space in the building or for any personal injury unless caused by the negligence of the College.

25. I have read the Rights and Responsibilities of Resident Students outlined in the Student Handbook. I understand that failure to comply with these guidelines may result in action taken by the Office of Housing & Residence Life or the Dean of Students.

26. Failure to comply with the terms of this agreement will result in action by the College to hold the student accountable and may also result in the student forfeiting his/her right to live on campus, or other appropriate disciplinary action.