

CLARK UNIVERSITY
OFFICE OF RESIDENTIAL LIFE AND HOUSING
2012 – 2013 UNDERGRADUATE HOUSING CONTRACT

The University, as an academic community, intends to provide a residential atmosphere where study and learning can take place along with recreation, relaxation and social development. This atmosphere is dependent upon the willingness of all individuals to associate in such a way that personal freedom and responsibility co-exist. The undersigned student, therefore, acknowledges the need for socially responsible behavior, recognizes the role of the Residential Life and Housing (RLH) staff in promoting such behavior, and accepts reasonable disciplinary action for disregarding such behavior. The student agrees to abide by all rules and regulations pertaining to Clark housing as outlined in the Student Handbook. Students do not need to submit a signed copy of this form. The act of signing and submitting an undergraduate Housing Application of any type indicates acceptance of the terms of the Housing Contract.

PLEASE NOTE THE FOLLOWING:

- This contract is a financially binding commitment to a space in university housing for the entire 2012-2013 academic year.
- Housing Contracts may be cancelled / suspended for the following reasons for the fees indicated (these fees do not apply to First Year or Transfer students).
 - **Without charge:** (1) completion of degree requirements at mid-year, (2) withdrawal from or taking an official "Leave of Absence" from the University mid-semester or mid-year. Student remains bound to contract should s/he return before the end of the academic year. (3) Notify the RLH Office that they do not wish to participate in the Housing Selection process BEFORE being issued a Lottery Number or being assigned to a room. (4) Incoming students who apply for housing and decide not to attend Clark (Note that Housing and tuition deposits are forfeited, but no additional fees are imposed)
 - **For a \$100 Fee:** (1) Electing not to select a room at Housing Lottery after applying for and receiving a Housing Lottery Number, but before selecting a room. (2) Withdrawal from or taking an official "Leave of Absence" from the University prior to the start of the Fall Semester. Student remains bound to contract should s/he return before the end of the academic year.
 - **For a \$300 Fee:** (1) Attending a Clark University approved "study abroad" program for the Fall Semester after selecting a space at Lottery. Student remains bound to contract should s/he return before the end of the academic year.
 - **For a \$1,000 Fee:** (1) A student who is assigned to a room at Lottery and subsequently appeals to move off campus, (2) a student is granted an appeal to move off campus to commute from home after applying for housing, (3) a student is released from their Housing Contract for medical or financial reasons, (4) a student is granted a housing appeal for any other reason.
- Students are required to live on campus for four semesters or until junior status is achieved.
- Students who withdraw or take a leave of absence from the University, including those who Study Abroad, and then subsequently reverse their decision or return from leave within the contractual period - remain bound to the conditions of the Housing Contract, and are subject to additional fees (see above).
- If a student is required to vacate his/her assigned room due to disciplinary sanctions, room charges **will not be refunded.**
- Prior to moving onto campus a student's financial obligations to the University must be satisfied. In addition, if financial obligations to be met are delinquent, the University maintains the right to remove the student from his/her assignment.
- Students who transition to part time status or take a leave in COPACE remain bound to this contract unless granted a housing appeal.
- Returning sophomore, junior, and senior male and female residents who elect to do so may share the same room assignment. Male and female students will not be randomly paired together in the same room by the RLH Office.

OCCUPANCY AND VACANCY GUIDELINES:

1. All unassigned beds (Vacancies) are considered to be assignable inventory for RLH unless the resident of that space has signed a "Vacancy Buy-Out" form agreeing to pay for the cost of a Vacancy Buy-out. Vacancy Buy-outs cost \$1200 over the cost of a double room (which equals \$100 more than the cost of a single in that building) and provide single occupancy for that student or a full refund of the buy-out refund if single occupancy cannot be maintained for some reason. Students may only buy-out a space at defined times at the beginning or end of each semester, or within 7 days of a roommate moving out. No Buy-outs will be accepted in cases where a student is attempting to move into a vacancy and the buy-out is being used to block that relocation.

2. Students who live in a double or triple room with one or more vacancies must maintain the room in a way that allows for a roommate to move in at any time. Combining beds; using extra desks, dressers or closets; removing furniture; over-decorating the room; or keeping the room in a state of disorder which deters potential roommates is strictly prohibited. Move-in ready is defined as a state in which a potential roommate could begin moving things into a room immediately without necessary

rearranging or relocation of personal property. For example, if a student were to arrive in a room to find the second bed dismantled or a television on the second desk, this would not be considered move-in ready.

3. Students with vacancies in their room are subject to Vacancy Preparedness Inspections. These inspections may occur at random in addition to those conducted during Health and Safety Inspections. Rooms found to violate the vacancy preparedness guidelines for the first time will be given 24 hours to correct the problem(s). Subsequent violations will result in an automatic Vacancy Buy-out charge being applied to your student account. This charge is reversible only by finding a roommate to move into your space permanently, or by relocating to another room with a vacancy.

4. Prior to departing for the Winter Break, all residents with known or anticipated vacancies in their room must have a Resident Adviser sign off that the room is ready for a new student to move into (see Occupancy And Vacancy Guidelines Section 2 for details). Any resident who does not have their room signed off will be automatically billed for a Vacancy Buy-out.

5. Students who hold a key to a room are expected to reside in that room consistently. Students who hold a room on campus but do not actively reside in it for any reason should turn in their key or may be charged for a lock change if the remaining resident(s) are uncomfortable with them having access but not living there consistently.

6. Students who do not occupy their assigned rooms by the first day of class and have not notified the RLH Office prior to that day of their intended late arrival may be reassigned to a different space at the discretion of the RLH Office. Subletting of your room/lending out your room key to another student is not allowed. The University may also assign a new roommate at any time during the academic year when a room has a vacant space.

7. There is a Room Freeze during the first and last two weeks of each semester; otherwise room changes can occur at anytime during the semester with the approval of the RLH Office. First year and transfer students are expected to complete a Roommate Agreement. All other students are highly encouraged to complete a Roommate Agreement. Residents participating in unauthorized moves will be required to return to their original assignments may be fined \$75.00 and/or may face disciplinary action.

GENERAL TERMS AND CONDITIONS:

1. The occupancy period will begin at 9:00AM on August 26, 2012 for returning students, at 9:00AM on August 22, 2012 for first year students, and at 9:00AM on August 23, 2012 for transfer students. The residence halls/houses will close at Noon on December 19, 2012 for Winter Break. The halls open for the Spring 2013 semester at 9:00AM on Sunday, January 13, 2013. The halls close at Noon on May 8, 2013. Graduating seniors are allowed to remain in residence until 12 noon on May 20, 2013. University housing remains open during October, Thanksgiving and March break periods. Clark housing is **CLOSED** during the winter and summer break periods. Limited Winter and Summer Housing may be available for additional costs.

2. Students may extend the standard residency period by up to 48 hours for \$50.00 per each day added to the start or end of each semester. Students must request an early return or extended stay **at least 3 days in advance**. Requests made within 3 days will be charged \$75.00 per day or may not be granted. Students found to have entered their residence hall early will be fined \$150.00 for each day they are in housing early. Students arriving early or staying late need to understand that food and other services will not be available during their extended stay. In the event of severe weather RLH may adjust opening and/or closing dates as is determined necessary.

3. All students are required to vacate during closed periods unless given permission by the RLH Office (Office of Residential Life and Housing) to remain in residence. *Fall Semester Residents will have the option to live in housing during the Winter break for an additional charge. Blackstone Hall residents may reside in Blackstone Hall during the winter break for no additional fee, but must submit an application and agree to the terms of winter housing.

4. Students who withdraw or take a leave of absence prior to the first day of classes in the fall or spring semester (provided they have vacated their room and have turned in room keys) will not be charged the room costs for that semester (Cancellation fees may apply). Should a student take a leave or withdraw from housing mid-semester, their bills will be adjusted based upon the University refund schedule to reflect the occupancy of the housing assignment. A room will be considered "occupied" while a student is in possession of their room key or their belongings occupy a space. Students who take a leave but do not remove their belongings will continue to pay housing charges until they have vacated the room completely.

5. The RLH Office reserves the right to change a housing assignment or remove a student from University housing if continued residency is determined to be detrimental to any part of the University or Worcester community. The RLH Office reserves the right to require residents without roommates to relocate in order to consolidate space. Failure to adhere to the consolidation assignment may result in disciplinary action.

6. All disputes between students in Clark Housing will be handled via the conflict mediation process outlined in the Student Handbook. At no time will a student be forced to relocate or be removed from housing based on the complaints of another student. This is to protect the rights of all students. In situations where a student's actions may warrant relocation or removal from housing, those actions will be referred to the University Judicial System where a decision will be reached. In other cases

where roommates, suitemates, floor mates, etc. cannot find agreement through mediation, both parties will be relocated as necessary.

7. All residents are responsible for verifying the condition of the room. They are required to sign a Room Condition Card upon entering their room, any time they move to a different University room, when moving out of a room, and/or when leaving at the end of the academic year. Residents will be responsible for the total repair costs, as determined by the University, as a result of any damage occurring during their period of occupancy (ordinary wear and tear excepted). Residents are also responsible for damages in common areas, including but not limited to suites, kitchens and hallways. Students' responsibilities related to their room and common areas are outlined on the reverse side of the Room Condition Card. Students will be billed for all keys not returned after checking-out. All students must check-out with an RA prior to leaving housing.

8. University staff reserves the right to enter and inspect rooms in order to verify compliance with health and safety standards, to investigate probable violations of the Code of Student Conduct, to inventory furnishings, to make necessary repairs to rooms and furnishings, and/or verify vacancy preparedness where applicable.

9. The University and the RLH Office are not in any way liable for the loss of, theft of, or damage to any property belonging to residents. Students are advised to purchase a personal insurance policy if belongings are not covered under family insurance (i.e. renter's insurance).

10. The University and the RLH Office disclaim any liability for failure to perform any of their contractual obligations resulting from, but not limited to: any governmental order or regulation; an act of God; an act of war; a riot; or any other cause beyond their control.

11. Students are not permitted to install satellite dishes, grills, signs, lights, holiday decorations, or any other personal items on the outside of any residence hall/house.

This contract shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This contract, and any rider attached hereto, constitutes the complete and final contract between the student and the University for a Space in University housing. A signed Undergraduate Housing Application indicates that I have read and agree to abide by the terms, conditions and regulations of the Clark University Residential Life and Housing Contract.