

This document establishes the terms and conditions of occupancy in all College of Saint Benedict (CSB) campus housing (residence halls, apartments and houses). The Agreement is issued for the entire 2011-2012 academic year or balance thereof. Please read all provisions of this Agreement. You will be asked to complete a checkbox for each section indicating that you have read, understand and agree to the terms in that section before signing at the end of the contract. You are legally bound by the Agreement terms. Any exceptions to provisions herein must be approved by the CSB Department of Residential Life and Resident, in consideration of charges and terms specified, do hereby agree with each other as follows:

**1. Parties:**

This Agreement is made by and between The College of Saint Benedict Department of Residential Life, hereinafter designated as “The College” and the student, hereinafter designated as “The Resident.” These terms have been incorporated by references into the Housing Agreement and are binding on all parties.

**2. Eligibility:**

Any woman who is enrolled for a minimum of twelve (12) credit hours per semester at The College of Saint Benedict may enter into this Agreement. The Resident agrees to vacate the assigned apartment, house or residence hall within forty-eight (48) hours if any of the following occur during the term of this Agreement: (a) The Resident loses her status as an enrolled student; (b) The Resident fails to register for academic course work; or (c) The Resident fails to maintain the minimum of twelve (12) credit hours per semester. Exceptions to the policy must be approved by the Director of Residential Life or her designee unless pursuant to Section 12.

**3. Residency Requirement:**

As a four year residential liberal arts college, all students are required to live on campus. This policy begins with all students who enroll as first year students at The College in the Fall of 2010 and applies to all cohorts that follow. Students who are married or having dependent children living with them may submit a written statement to appeal the on-campus residency requirement. Note: Students who began college prior to the fall of 2010 will be grandfathered in under the previous first and second year residency requirement.

I have read, understand and agree to Section III: Residency Requirement of the CSB 2011-2012 Campus Housing Agreement.

**4. Duration:**

A. This Agreement is binding for the entire academic year (Fall Semester through Spring Semester) or that portion of the academic year remaining at the time of initial occupancy. This Agreement cannot be terminated or canceled except under conditions listed under Section 12, Agreement Termination or Section 14, Agreement Cancellation.

B. Housing is not available during break periods unless The Resident has requested break housing by the announced deadline prior to each break period and has been granted permission to remain on campus.

1. The College provides housing in residence halls during the following specific periods:

<b>Open at 9 am:</b>	<b>Close:</b>
Aug. 28, 2011	Nov. 22, 2011 (8 pm)
Nov. 27, 2011	Dec. 21, 2011 (8 pm)
Jan. 15, 2012	March 2, 2012 (8 pm)
March 11, 2012	April 4, 2012 (8 pm)
April 9, 2012	May 11, 2012 (6 pm)

2. The College reserves the right to deny any Resident permission to remain in campus housing over any break period that occurs during the duration of this contract. All policies outlined in the Bennie Book and The Residential Handbook must be followed or the privilege of staying on campus during break periods may be revoked. The College reserves the right to check all rooms/apartments/suites for compliance on break checklists at the beginning of each break period.

3. Parties are not permitted in the campus apartments or houses during break periods.

4. Overnight and/or off campus guests are not permitted in any campus housing during break periods.

C. All residence areas are officially closed during semester break. The official semester break during the 2011-2012 contract period begins at 8 pm on Dec. 21, 2011, and ends at 9 am on Jan. 15, 2012. The Resident must request permission from The Residential Life Office if she wishes to remain in campus housing during the official semester break. The College reserves the right to deny any Resident permission to remain in the residence halls, apartments, or houses over the semester break. All policies outlined in the Bennie Book and The Residential Handbook must be followed or the privilege of staying on campus during the semester break may be revoked. Parties are not permitted in the campus apartments or houses during the semester break.

#### **5. Culinary Services:**

This Agreement requires The Resident living in the residence halls or lower level West Apartment residence rooms to maintain a Board Plan for the entire academic year or the balance remaining upon initial occupancy. Exceptions to this policy must be approved by the Culinary Services Appeals Committee.

#### **6. Eligibility for Selection – Returning Students:**

A. All students must fill out the 2011 CSB Housing Survey in order to participate in Room Selection and receive a selection number. To select housing at Room Selection students must complete the 2011 Campus Housing Survey, complete a campus housing agreement, and be registered for a minimum of 12 credits (or have appealed for an exception to be on campus with less than 12 credits). Students who wish to live on campus but complete the Survey after the deadline will receive a Room Selection Number at the end of their own cohort.

#### **7. Payment:**

A. Actual annual housing costs for 2011-2012 are established by the Board of Trustees and made available by March 22, 2011. The rates will be available online once approved by the Board at <http://www.csbsju.edu/CSB-Student-Accounts/Educational-Costs.htm>.

B. The Resident shall pay The College the sum designated by the Student Accounts Office as reflected on the room and board rates list for the assigned housing and the specified services. This payment is made directly to the Student Accounts Office according to their policies of payment.

**8. Check-in/Room Condition Report:**

A. Upon moving in, each student is required to complete and sign an Apartment/Room Condition Report indicating and attesting to the condition of the room and its furnishings. Signing the report constitutes agreement that the conditions are as noted. The room is checked against the report when the student moves out and the student charged, as appropriate, for damages (see Check-out). Failure to follow check-in procedures may result in a \$35 improper check-in fee.

**9. Check-out:**

A. Residents are expected to return their rooms to The College in good repair and in clean condition, ready for the next residents. Those residents officially assigned to the room during the year will be held responsible for all damages and losses beyond normal wear that are not individually assigned, regardless of the cost of repair or replacement, and for charges where extra cleaning is necessary. Failure to follow check-out procedures may result in a \$50 improper check-out fee. Additionally The Resident agrees to the following regarding check-out:

1. Schedule check-out appointment with RA/CA by the timelines posted in the apartments, houses and residence halls. Failure to sign up by posted deadline may result in a \$25 administrative late fee.
2. All possessions moved out of the room at time of check-out.
3. Return Room Key and Post Office Box Key at time of check-out failure to do so will result in locks being re-keyed. Students will be charged for re-keys if keys are not returned at check-out. Re-keys are assessed at the rate of \$25.00 for a room/apartment key and \$15.00 for PO Key and are not refundable.

**10. Room Assignment:**

A. The College will not discriminate in housing assignments on the basis of race, religion, color, national origin/ethnicity, sexual orientation, age or disability.

B. Housing assignments will be made at the discretion of The College on the basis of the selection process for returning residents and the date the enrollment fee is received in the Student Accounts Office for new students. Whenever possible, individual room assignment requests will be honored, however, failure to meet these requests will not void this Agreement.

C. The College reserves the right to change housing assignments for the health, safety, repair services, or disciplinary reason involving The Resident, or for incompatibility of roommates which cannot be resolved and/or irresolvable differences with members of the campus community. The College further reserves the right to cancel this Agreement, re-enter the premises, and remove a Resident for any violation of the terms of this Agreement or for the interest of health, discipline, safety, or the general welfare of the building, Resident, or other Residents.

D. The College reserves the right to consolidate vacancies by requiring any Resident to move from a single occupancy of a double room or multiple occupancy (room/suite/apartment) to another double room or multiple occupancy accommodation. The Resident may request permission to use a multiple occupancy room as a single room and pay for the cost of the unoccupied beds on a prorated basis for the remainder of this Agreement as long as space is available.

E. The College reserves the right to assign students to open spaces within double or multiple occupancy rooms without prior approval of the current Resident(s). Every attempt will be made to notify The Resident(s) should such an assignment be made. If a Resident refuses to accept a roommate or, in judgment of The College, attempts to force a roommate out of a shared premise, The College may require The Resident(s) to be responsible for the total charges for the premises and The Resident(s) may also face other disciplinary sanctions.

F. The College agrees that The Resident, upon performing the covenants contained herein, may have and hold the premises assigned for the term designated, except where otherwise provided in this Agreement.

G. The Resident may leave her assigned housing at the closing times established by The College at the end of each academic semester and the beginning of each vacation break period. Residents who wish to remain on campus during vacation and break periods must submit a request to Residential Life prior to established deadlines each break for permission to remain on campus during the closed break period. All policies in this agreement, the Bennie Book and Residential Handbook apply during break periods.

H. The Resident may not change housing assignments without completing the required form and receiving proper approval. Any moves that take place without this paperwork are subject to a \$50.00 improper check-out and \$35.00 improper check-in fee in addition to the standard \$25.00 room change fee. Room changes may not take place prior to the 10th day of each term and not during the two weeks prior to the end of the term.

#### **11. Agreement Assignment:**

A. The Resident shall not assign, sublet, or otherwise transfer her interest in this Agreement.

B. Agreements are not transferable from one academic year to another.

#### **12. Agreement Termination:**

A. The College may immediately terminate this Agreement, re-enter and retake the premises upon failure of The Resident to make payments as required under this Agreement, or for any other violation of The College or departmental rules and regulations. The Department of Residential Life will not refund a Resident's remaining portion of the housing costs when termination results from dismissal for behavioral cause. Appropriate notice and appeal procedures are provided to The Resident when termination is based upon a violation of such rules and the regulations. Information about appeal procedures is available in the Bennie Book.

B. If a Resident loses her status as a College of Saint Benedict student, the 2011-2012 Campus Housing Agreement is immediately terminated and The Resident is expected to vacate her premises within forty-eight (48) hours. Residents may maintain their Agreement while they appeal loss of status as a College of Saint Benedict student provided they fulfill all financial obligations of this Agreement while pursuing their appeal. If The Resident is reinstated or re-enrolled after release for non-admission, The Resident agrees to fulfill the balance of the Agreement as though the non-admission, withdrawal, or dismissal has not occurred.

#### **13. No Shows:**

A. A Resident who does not check into her housing by 5 pm on the first day of class of any semester for which this Agreement is in effect will be considered a "No Show." The College has the right to reassign The Resident to another room should she arrive at a later date.

B. Enrolled Residents: No Shows who are enrolled for classes and who decide to reside in a place other than the campus housing without properly cancelling this Agreement or appealing for a release from the residency requirement, prior to the established deadline, will be financially obligated for the full portion of this Agreement and if applicable, Board Plan.

**14. Agreement Cancellation:**

This Agreement obligates The Resident for the entire academic year for on-campus housing and if applicable board plan. Residents requesting to cancel their Agreement must complete a Petition for Agreement Release Form and submit it to The Residential Life Office. The Housing Appeal Committee will review requests for reasons not outlined in sections A, B, and C below and determine if a release from the Agreement is to be granted. Release from the Agreement, if granted, will result in the agreement cancellation charges as described below.

A. New Resident Cancellation: New Residents (those who have not lived in CSB campus housing any previous semester) cancel their housing when they cancel their enrollment prior to beginning classes at The College of Saint Benedict. In the event of cancellation the enrollment deposit will be forfeited. Additional charges may apply for Agreement cancellations received on or after the first day of classes.

B. Returning Resident Cancellation (junior and senior cohorts only): Returning Residents (students who lived in CSB campus housing any previous semester) may cancel their 2011-2012 Agreement prior to moving in and occupying the space by submitting written notification to The Residential Life Office. Notification must include The Resident’s name, ID number, reason for cancellation, and documentation which verifies the reason. Residents canceling their contract will be assessed a \$300 cancellation fee. As of hall opening each term (Aug. 28, 2011 and Jan. 15, 2012), The Resident becomes responsible for full amount of contract and can no longer cancel their contract.

C. Mid-Year Cancellation of Campus Housing Agreement: Resident students may cancel their Agreement for Spring Semester if the cancellation request is for one of the following reasons (a) graduation, (b) study abroad, (c) marriage, (d) leave of absence or withdrawal from college, or (e) student teaching or internship located more than 30 miles from campus. Residents requesting a cancellation of Agreement must submit a Petition for Agreement Release. Documentation verifying the reason for cancellation will be required. Cancellation charges will be assessed according to the date the petition is received by The Residential Life Office. Charges for cancellation of the Agreement will be assessed as follows:

**Date Petition Received Cancellation Fees:**

On or before Nov. 1	\$0
Nov. 2 - Dec. 1	\$100
Dec. 2 - Jan. 1	\$200
Jan. 2 - before 1st day of class	\$300
On or After 1st day of class	Full Contract Amount

**D. Additional Cancellation Information:**

1. Residents whose Agreement cancellation requests are for reasons are not approved or who submit false information on their petition will be required to fulfill all terms and conditions of the contract. Residents submitting false information may also be subject to additional disciplinary action by The College.
2. Residents dismissed from The College for academic reasons will not be charged an Agreement cancellation fee.
3. Releases are not given for roommate, community or food service concerns.

E. Refunds:

1. Refunds for room costs are made to any Resident who withdraws by formal application through the appropriate campus office.

100% credit for withdrawing before 1st day of class  
90% through the 5th day of class  
80% from the 6th through the 10th day of class  
70% from the 11th through the 15th day of class  
60% from the 16th through the 20th day of class  
50% from the 21st through the 25th day of class  
40% from the 26th through the 30th day of class

2. Residents are not eligible for room refunds if they are absent or move off campus during the semester.

**15. Responsibilities:**

A. The College of Saint Benedict through the Department of Residential Life:

1. The College shall maintain the premises in compliance with applicable municipal and state health and safety laws, unless a violation has been caused by a Resident or Resident's guest(s). Resident shall provide The College with notice of any noncompliance and The College shall correct noncompliance within a reasonable time.

2. The College is not responsible for injury to persons or damages to anyone's personal property which results from Resident's negligence or Resident's negligent use of privately owned or College-supplied property or furnishings.

3. The College shall provide The Resident at no extra charge, hot and cold running water, heat, trash collection, cable, laundry facilities and internet.

B. The Resident:

1. The Resident agrees to comply with all State, College, and Department of Residential Life rules and regulations as stated in the Bennie Book and the Residential Handbook.

2. The Resident is responsible for damage or theft of Resident's own personal property including money. This includes items left in the residence halls and The College apartments and houses during vacation and break periods including fish in aquariums and food left in the refrigerator. The College encourages Residents to carry appropriate personal property insurance.

3. The Resident may have guests on the premises as stated in the Bennie Book and The Resident shall ensure that such guests refrain from acts or practices which unreasonably disturb other residents or are in violation of any State, College, or Department of Residential Life rules and regulations or civil laws. The Resident is responsible for the acts and conduct of all guests. Damages caused by guests are the financial responsibility of The Resident who hosted them.

4. The Resident agrees not to modify or allow modification of the room or other parts of the building except as provided in The Residential Handbook. This includes the removal of College property from her assigned apartment and/or public areas.

5. The Resident agrees to be financially responsible for keeping the apartment, its appliances, furnishings, windows, window screens, and doors clean, in place and free from damage.
6. When two (2) or more Residents occupy the same room and responsibility for damages to the room or contents cannot be ascertained, the damage will be assessed equally among Residents.
7. The Resident agrees not to duplicate the room key/card and, if the key/card is lost, to pay for the charge for key/card and lock replacement. The Resident agrees to report such losses within 24 hours of the loss.
8. The Resident agrees to use all public areas in a careful manner and to help in assuring their cleanliness and safety. The Resident will be financially responsible for any damage or lack of reasonable cleanliness caused by The Resident or their guest to the public areas.
9. The Resident agrees to leave the premises in the same condition in which it was noted on the Room Condition Report form completed by The Resident upon occupying housing. Upon vacating the housing, The Resident must check-out of her assigned housing with a Residential Life staff member. Failure to follow these procedures may result in financial penalties.

**16 Right of Entry:**

The College, its officers, employees and agents shall have the right to enter assigned housing at reasonable times for the purpose of inspection and repair, preservation of health, safety, quietude, recovery of College owned property and for suspected policy violations.

**17. Closing Clause:**

Upon signing the Campus Housing Agreement, The Resident agrees to comply with all State, College, and Department of Residential Life rules and regulations and understands that she is responsible for the payment of all fees generated by the issuance of this Agreement. This Agreement is subject to change due to academic calendar changes or decisions made by the Board of Trustees, The College President, or the Department of Residential Life and will not be grounds for termination of this Agreement. The Resident will receive notification of all changes.

Additionally, The Resident agrees to abide by the policies and procedures as stated in Bennie Book and Residential Handbook.

**Please initial the appropriate option below:**

\_\_\_\_ I am a Returning Student and I agree to all terms and conditions of the CSB Campus Housing Agreement, I understand that I will be held to all terms and conditions as stated above if I complete this contract and select housing through the CSB Room Selection Process. I understand that I must abide by these policies as a resident at CSB.

\_\_\_\_ I am a new transfer student to the College of Saint Benedict. I have read all of the terms and conditions of the CSB Campus Housing Agreement and understand that I must abide by these policies as a resident at CSB.

**Signature of Resident:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Residential Life Staff Member:** \_\_\_\_\_ **Date:** \_\_\_\_\_