

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 2009-2010** academic year or balance thereof. Please read all provisions of this Agreement before signing. You are legally bound by the Agreement terms. Any exceptions to provisions herein must be approved by the Department of Residential Life. CSB 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 residential campus, The College feels that residential living is an integral part of the student's educational experience. All first- and second-year students, except those married or having dependent children living with them, must live in College-operated residences and participate in the College dining plan if residing in a residence hall.

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.

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

Open at 9 a.m.	Close
Aug. 23, 2009	Nov. 24, 2009 (8 p.m.)
Nov. 29, 2009	Dec. 17, 2009 (8 p.m.)
Jan. 10, 2010	Feb. 26, 2010 (8 p.m.)
March 7, 2010	March 31, 2010 (8 p.m.)
April 5, 2010	May 7, 2010 (6 p.m.)

2. **Residents of the campus apartments and college-owned houses retain access to their residence throughout the academic year.** The Resident must notify the Residential Life Office if she plans to remain in a campus apartment or house during a recognized break period that occurs during a semester.

3. 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 must be followed or the privilege of staying on campus during break periods may be revoked.

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

5. Guests are not permitted in any campus housing during break periods.

C. **All residence halls are officially closed during semester break.** The Resident must have approval 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 apartments or houses over the semester break. All policies 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. The official semester break during the 2009-2010 contract period begins at 8 p.m. on Dec. 18, 2009, and ends at 9 a.m. on Jan. 10, 2010.

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. Prepayment:

A non-refundable \$100 prepayment fee must be paid to the Student Accounts Office prior to room selection or room assignment. This prepayment fee will be applied to the Resident's room rate and is **not refundable**. (New students to CSB pay this as part of their enrollment deposit.)

7. Payment:

A. Actual annual housing costs for 2009-2010 are available in the Department of Residential Life. These rates are established by the Board of Trustees and made

available by March 22, 2009.

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. Checking 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 Checkout). Failure to follow check-in procedures may result in a \$25 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 \$25 improper check-out fee. Additionally the resident agrees to the following regarding checkout:

1. Schedule checkout appointment with RA/CA/ARD 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 checkout. Students will be charged for keys not returned at check-out.

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 designation of The College on the basis of the selection process for returning residents and on the date the advance payment and/or matriculation 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 unresolvable incompatibility of roommates and/or 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 double rooms to double/multiple accommodations. The Resident may request permission to use a multiple occupancy room as a single room and pay the appropriate scheduled amount 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 judgement 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 remaining on campus during vacation and break periods are required to notify Residential Life prior to the closing times established.

H. The Resident may not change housing assignments without completing the required form and receiving proper approval. 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 2009-2010 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 p.m. 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. Non-enrolled Residents: No Shows who are not enrolled for classes by the 10th day of the semester for which this Agreement is in effect and who have not checked into campus housing will forfeit the \$100 prepayment fee.
- C. Enrolled Residents: No Shows who are enrolled for classes and who decide to reside in a place other than the campus housing without cancelling this Agreement, 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 each request 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) may cancel their 2009-2010 agreement without penalty if written notice is received by the Residential Life Office on or before Aug. 1, 2009. Students applying only for Spring Semester housing may cancel their contract through Dec. 1, 2009, without penalty. Campus Housing Agreement cancellation notices received after Aug. 1, 2009, or Dec. 1, 2009, but before the first day of classes will be granted, but will result in forfeiture of the \$100 contract prepayment/\$200 matriculation fee. 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 2009-2010 Agreement 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. In addition to forfeiture of the \$100 prepayment, charges of \$300 will be assessed for the cancellation of this Agreement. As of hall opening each term (Aug. 23, 2009 and Jan. 10, 2010), 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 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 and will not forfeit their contract deposit.
 - 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, internet, and telephone services (not including long distance, special operator calls or call waiting.)
- 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 Life 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 *Bennie Book*. 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 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.
 - 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 checkout 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*.

Name of Student (please print)

Signature of Student

Date

Signature of Parent or Guardian (if student is under 18 years of age)

Date

Signature, Department of Residential Life

Date