

# 2012-2013 Campus Housing Agreement

NAME:

ID#:

The Campus Housing Agreement establishes the terms and conditions of occupancy in all Saint John's University (SJU) undergraduate campus housing – residence halls, apartments, and houses. The Agreement is issued for the entire 2012-2013 academic year or balance thereof.

**Parties:** Saint John's University = the University; Residential Life and Housing = Residential Life; The student = Resident.

This Agreement is made by and between Residential Life and the Resident. The Resident shall not assign, sublet, or otherwise transfer his interest in this Agreement. Agreements are not transferable from one academic year to another.

**Eligibility:** Any SJU undergraduate student who is enrolled for a minimum of twelve (12) credit hours per semester may enter into this Agreement. The Resident agrees to vacate the assigned housing within forty-eight (48) hours if any of the following occur during the term of this Agreement: (a) the Resident loses his 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 designee.

**Residency Requirement:** As a Benedictine, residential campus, Saint John's University promotes the development of the individual within the context of living and learning in community. This is accomplished by having all students live in campus housing while attending St. John's. Students can request exception by filing an off-campus housing request form with Residential Life. Residents are prohibited from using their residence for an commercial purpose.

**Duration:** This Agreement is binding for the entire academic year or the portion of the academic year remaining at the time of initial occupancy. This Agreement cannot be canceled or terminated except under conditions listed in this Agreement.

Halls Open	New Students	August 26, 2012 (8 a.m.)
	Returning Students	August 26, 2012 (1 p.m.)
Halls Close	All Students	May 10, 2013 (8 p.m.)
	Graduating Seniors	May 13, 2013 (9 a.m.) - Upon Request ONLY

**Rates:** The housing rates are established by the Board of Regents each year and made available to students in April for the following academic year. The Resident agrees to pay all establish housing rates for the term of the Agreement. Housing rates are billed each semester to student accounts according to the Student Accounts Office policies of payment.

**Meal Plans:** Residents living in most campus housing are required to be on the basic Comfort meal plan. Residents living in Frank House, on-campus apartments, and on-campus houses are encouraged to be on a meal plan; however, they are not required. A variety of options are available for students through the SJU Dining Service. Exemption for a Resident from the meal contract may be authorized by the Director of Dining Service in consultation with the Dean of Students, Director of Residential Life, or designee.

## Apartment/Room Condition Reports

**Check-in:** Residential Life staff complete room and/or apartment condition reports before the opening of campus housing. Upon moving in, Residents of an apartment/room are required to review and sign the condition report(s) indicating and attesting to the condition of the residence and its furnishings. Signing the report constitutes agreement that the conditions are as noted.

**Check-out:** Upon end of occupancy, Residential Life staff inspect the condition of the residence. The Residents are responsible for returning the residence and furnishings to their original condition of cleanliness and order. Residents assigned to the room during the year will be held responsible for all damages beyond normal wear that are not individually assigned, regardless of the cost of repair or replacement, and for charges where extra cleaning is necessary. Appropriate charges, as itemized by Residential Life, will be billed to the student account. Additionally, the Resident(s) agree to the following regarding check-out:

1. A resident who vacates a residence without scheduling and completing a checkout appointment with their RA or completing an express check-out agreement can be charged a \$25 improper checkout fee.
2. All possessions must be moved out of the room at time of check-out.

**Common Area Damages:** Residents can be held responsible for any common area damage. Residential Life reserves the right to bill a residence floor or building for common area damage.

**Keys:** Each resident receives a room key. Replacement keys are available through Residential Life for \$25. A non-refundable fine in the amount of \$25 will be billed to

the student account if a key is not returned within one week after an approved move or upon the end of the occupancy.

**Electronic Access Locks:** Electronic access is provided for residence halls as a means for ensuring safety for residents and protection for property. Residents who tamper with or disengage card access systems may be held responsible for repair or replacement costs, fines or other disciplinary action.

**Residence and Furnishings:** Residents are responsible for maintaining the University owned residence and furnishings, and are jointly and separately liable for damages beyond reasonable wear.

The residence furnishings will include, but are not limited to towel rack, wardrobe/closet, desk, chair, bookcase, bed, mattress, window screen, window shade and/or curtains for each resident. No University furnishings may be removed from rooms or apartments. Storage of University furniture outside of an assigned residence area is not allowed.

The Resident can expect maintenance, sanitation and regular custodial care of common areas. Supplies for general use are provided, such as appropriate light bulbs, brooms, dust and wet mops, pails, vacuum cleaners and bags.

Maintenance/furnace rooms and roof access points are off limits to Residents. Forced entry into these spaces is a violation of this Agreement. Right of occupancy excludes the following: access to or use of the exterior surfaces of the building such as the roof or sunshades; appropriation of common spaces, furnishings, or equipment for private use, or appropriation of furnishings or equipment of any kind intended for general use from lounges and other common spaces.

Residents of Placid/Maur/Vincent Court must keep the stairwell landings within and outside their apartments clear of furniture and other materials that could impede safe evacuation of the apartment in case of fire or other emergency.

Residents of Edelbrock, Marmion, Placid/Maur, Metten Court, Seton and Vincent Court must keep doorways and immediate access bridges (sidewalks, etc.) clear of debris, snow, etc.

**Alterations:** Students are responsible for damage resulting from affixing materials to any campus property by any means. Tampering with or rewiring of electrical systems is not allowed, and students will be responsible for any damage caused. No aesthetic modifications, such as paneling, painting or wall-papering are permitted. Residence rooms are to be painted only by University personnel.

**Breaks:** Residential Life secures all residences during breaks, which prohibits access to the residences. A Resident who accesses his residence during a break period without prior permission will be charged \$25/day not to exceed \$100/week. Housing is not available during break periods unless the Resident has requested break housing by the announced deadline prior to each break period. Residents found to be using campus housing during breaks without authorization may be required to vacate the residence for the remainder of the time during which occupancy is not permitted.

Residential Life officially closes all campus housing during the following breaks:

Break	Close at 8 p.m.	Open at 9 a.m.
Thanksgiving	November 20, 2012	November 25, 2012
Semester Break	December 19, 2012	January 13, 2013
Spring Break/Easter Break	March 22, 2013	April 1, 2013

Residential Life reserves the right to deny any Resident permission to remain in campus housing over any break period that occurs during the duration of this Agreement. All Campus Housing and University conduct policies must be followed or the privilege of staying on campus during break periods may be revoked.

**Guest visitation is limited during break periods. Unauthorized and/or disruptive social gatherings are not permitted in campus housing during break periods.**

**Right of Entry:** The University, its officers, employees, and agents have the right to enter campus housing and related facilities immediately at any time for the purposes of inspection and repair; preservation of health and safety; recovery of University owned property and for suspected University and/or departmental policy violations; and at the request of or with the permission of a Resident.

**SEARCHES:** University personnel may enter an occupant's residence for the purpose of examination of or search for certain things, persons or information specified in a written authorization from the Dean of Students or his designee; if the occupant is not present, a notice of entry will be sent after the fact to the occupant(s). A Campus Life or Residential Life representative must witness the search.

**Residence changes:** Changing a residence requires (a) making a request at Residential Life, (b) being granted permission to move, (c) completing the room condition report for the residence vacated and the residence to be occupied (d) and return of key from the residence vacated. Unauthorized room changes are void and will incur a \$25 unauthorized room change fine. If the Resident continues to occupy an unauthorized residence, the Resident may be fined an additional \$25 for each day the Resident continues to occupy the unauthorized residence. If one or more of the residents in a residence leaves, the remaining occupant(s) may request a particular roommate to fill the vacancy. If another roommate is not found within a reasonable amount of time, he/she must be willing to accept a student assigned by Residential Life. Residential Life reserves the right to assign a roommate or otherwise consolidate students who live by themselves in double occupancy rooms. Student requested room changes may not take place prior to the 10th day of each academic term.

Except as provided above, Residential Life 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. Residential Life 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.

Residential Life reserves the right to assign students to open spaces within double or multiple occupancy rooms without prior approval of the current Resident(s). Reasonable attempts 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 Residential Life, attempts to force a roommate out of a shared premise, Residential Life 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.

**Consolidation:** Residential Life reserves the right to consolidate vacancies by requiring any Resident to move from a single occupancy of a double room or multiple occupancy residence to another double or multiple occupancy residence. The Resident may request permission to use a multiple occupancy residence 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.

#### Remedies

**Policy violation:** The University may immediately re-enter and retake the room/apartment upon failure of the Resident to make payments or for any other violation of University or departmental policies. Appropriate notice and appeal procedures are provided to the Resident when retaking is based upon a violation of policy. Information about student rights and appeal procedures are available in the J-Book. The University reserves the right to terminate this Agreement upon any such retaking or to retain the Agreement in force and require the Resident to all rent and related financial obligations under the Agreement until the residence is re-let or the end of the term of the Agreement.

**Loss of Status:** If a Resident loses his status as a University student, this Agreement is immediately terminated and the Resident is expected to vacate his room/apartment within forty-eight (48) hours. Residents may maintain their Agreement while they appeal loss of status as a University student provided they fulfill all financial obligations of this Agreement while pursuing their appeal. If The Resident is reinstated or re-enrolled, he agrees to fulfill the balance of this Agreement as though the withdrawal or dismissal has not occurred.

**Failure to Register:** A current Resident who does not register for academic courses by July 15, 2012, will be removed from previously assigned campus housing. The Resident can file an appeal for extension of this deadline in writing with Residential Life. Residential Life has the right to reassign the Resident to another room should he enroll at a later date.

**No Shows:** A Resident who does not check into his 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." Residential Life has the right to reassign the Resident to another room should he arrive at a later date.

**Cancellation:** Residents requesting to cancel their Agreement must submit a written request to Residential Life. Requests for reasons not outlined in sections A, B, and C below will be reviewed to determine if a release from the Agreement is to be granted.

**A. New Resident Cancellation:** New Residents (those who have not lived in SJU campus housing any previous semester) cancel housing when they cancel their enrollment prior to beginning classes at the University. 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:** Returning Residents (students who lived in SJU campus housing any previous semester) may cancel this Agreement prior to moving in and occupying housing by submitting written notification to Residential Life. Notification must include the Resident's name, ID number, reason for cancellation, and documentation which verifies the reason. Residents canceling this

Agreement after July 15, 2012, will be assessed a \$300 late cancellation fee.

**C. Mid-Year Cancellation:** Residents 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, (e) military service or (f) student teaching or internship located more than 30 miles from campus. Residents requesting a cancellation of Agreement must submit a written request. Documentation verifying the reason for cancellation will be required. Residents canceling this Agreement after December 1, 2012, will be assessed a \$300 late cancellation fee.

#### 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 Agreement. Residents submitting false information may also be subject to additional disciplinary action.
2. Residents dismissed from the University for academic reasons will not be charged an Agreement cancellation fee.

#### Responsibilities

##### Residential Life:

1. The University 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). The Resident shall provide the University with notice of any noncompliance and the University shall correct noncompliance in a reasonable timeframe.
2. The University 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 University-supplied property or furnishings.
3. The University shall provide the Resident at no extra charge, cable, internet and laundry facilities.
4. The University reserves the right from time to time during the term of this Agreement to revise or amend the Agreement to meet its administrative needs.

##### The Resident:

1. The Resident agrees to comply with all Federal, State, and municipal laws and the University and Residential Life rules and regulations as stated in the J-Book including any subsequent rules or regulations adopted or published by the University during the term of this Agreement.
2. The Resident is responsible for damage or theft of Resident's own personal property including money. This includes items left in campus housing during break periods. Residential Life encourages Residents to carry appropriate personal property insurance.
3. The Resident is responsible to report facility-related concerns to Residential Life in a timely manner.
4. The Resident may have guests as stated in the open house policy and the Resident shall ensure that such guests refrain from acts or practices which unreasonably disturb other residents or are in violation of any Federal, State, University, or Residential Life rules and regulations or community standards. 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.

**Open House Policy:** Any SJU student hosting a male guest over night must notify his Faculty Resident (FR).

Each residence hall has the option of establishing its own open house hours for guests of the opposite sex not to exceed:

*Sunday - Thursday, 9 a.m. - 12 a.m.; Friday and Saturday, 9 a.m. - 2 a.m.*

While there are no set open house hours in the Flyntown Apartments, Metten, Placid/Maur, Seton, Virgil Michel, Vincent Court or campus houses, students are to be considerate of others in their hospitality to guests of the opposite sex, who are not permitted to stay overnight in any student residence. **Guest visitation is limited during break periods. Unauthorized and/or disruptive social gatherings are not permitted in campus housing during break periods.**

5. 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.

The Resident agrees to abide by all policies and procedures as stated in the J-Book. This Agreement is subject to University regulations.

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

(IF RESIDENT IS UNDER 18 YEARS OF AGE)

University Official  Date 03/01/2012