

2010-2011 St. John's University Residence Agreement

The Residence Agreement and the license period are for the entire 2010/2011 academic year. **Students are expected to live in the residence they sign up for or are assigned to.** Cancellation of housing must be made at least 14 days before the beginning of a semester. There is a charge of \$300 if cancellation is given less than 14 days. Cancellation of the Residence Agreement will be accepted for the following reasons only: discontinuing from St. John's; studying abroad; medical reasons; graduation; dismissal; internship; student teaching or marriage. No student will be released from the Residence Agreement to move off campus without the approval of the Director of Residential Life. Right of occupancy is based on a full-time course enrollment (12 credits) for each semester.

Permitted Occupancy Dates of 2010/2011 Residence Agreement

9:00 am Sun. Aug. 22 to 8:00 p.m. Tues. Nov. 23
9:00 am Sun. Nov. 28 to 8:00 p.m. Thur. Dec. 16
9:00 am Sun. Jan. 16 to 8:00 p.m. Fri. Mar. 11
9:00 am Sun. Mar. 20 to 8:00 p.m. Wed. Apr. 20
9:00 am Mon. Apr. 25 to 8:00 p.m. Fri. May 13

A late fee will be charged when an account becomes 10 days past due. Each month that the account is not brought current an additional late fee will be assessed. In addition to assessing late fees, the University reserves the right to place holds on a student's meal plan, class registration, and transcript until the account is brought current.

1. Residence changes: Changing a residence requires making a request to switch rooms at Campus Life/Housing, being granted permission to move, signing a new agreement, completing the residence condition report for the area vacated and the area to be occupied and key exchange. Residence changes are not permitted without the permission of Campus Life/Housing. Unauthorized room changes are void and incur a fine. If one or more of the students in a residence leaves, the remaining student(s) may request a particular roommate to fill any vacancy. The student(s) are given 3 school days to find another roommate. ***If the remaining student(s) cannot find another roommate he/they must be willing to accept a student assigned by the University. Campus Life/Housing reserves the right to assign a roommate or otherwise move students who live by themselves in double occupancy rooms.*** Student requested 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. **There is a \$25 fee to change rooms. The fee is charged directly to a student's account.**

Returning students are required to sign the residence agreement at the room selection process in March/April. New and returning students, who did not sign a residence agreement at spring room selection, must sign the agreement upon moving into their residence. The agreement must be on file at the Campus Life/Housing Office within 15 days of the start of the academic semester.

2. The University secures all residences during breaks, which prohibits access to residences. A student who wishes to access his residence during a break period without prior permission will be charged a \$25.00 fee.

3. Residency outside permitted occupancy dates: Individuals or groups of Saint John's University students, requesting on campus housing during breaks, must obtain permission, in each instance, from the Campus Life/Housing Office. The University may extend the agreement at the end of the spring term if the occupant receives permission from the Campus Life/Housing Office. Students remaining on campus are subject to University policies and are not allowed to host guests during the break. There is a \$25 per day charge for unauthorized use of campus housing during breaks or at the end of spring term. This fee will be charged directly to a student's account. ***In addition, students found to be using campus housing during breaks without authorization may be required to vacate the campus housing for the remainder of the time during which occupancy is not permitted.***

4. Rent: Each occupant shall pay the rent fixed by the Residence Payment schedule.

5. Keys: Each resident student receives a room key. Replacement keys are available through Life Safety Services for \$10.00. A fine in the amount of \$25 will be levied against the occupant's account if the key is not returned to the Campus Life/ Housing Office within one week after the expiration of the residence agreement.

6. Electronic Access Locks: Electronic access is provided for residence halls as a means for ensuring safety for residents and protection for property. Tampering with or disengaging card access systems may result in repair or replacement costs, fines or other disciplinary action.

7. Residence and Furnishings: Occupants are responsible for maintaining the residence and furnishings, and are jointly and separately liable for damages beyond reasonable wear or loss, and malfunctions caused by tampering with any utility system or security lock. Misuse of fire or life safety equipment and access locks: minimum \$300 fine and other sanctions.

Maintenance/furnace rooms and roof access points have been secured by Physical Plant and are off limits to apt. residents. Forced entry into these spaces is a violation of this Agreement.

No University furniture is to be removed from rooms or apartments. Furniture found outside rooms/apartments will be confiscated by Custodial Services and stored. Residents will be fined for storage and any repair costs to restore damaged furniture.

Only two types of extension cords are allowed in residential areas: A surge protector device with U.L. labels on it or an extension cord with a circuit breaker/fuse built in; this also needs to have a U.L. tag on it.

8. Room Condition Report: Residential Life will complete a room condition report before the opening of residence areas. Occupants of the room should review the report and notify Residential Life of any additions no later than 5 days after occupancy of the residence. Upon termination of occupancy, Residential Life will inspect the condition of the residence. The occupant will be responsible for damages to the residence and furnishings and be accountable for returning the residence to its original condition of cleanliness and order. Appropriate charges as itemized by the University for damage, loss or clean-up are due within 30 days. A resident who vacates a residence without scheduling and completing a checkout appointment with their RA will be charged a \$25 improper checkout fee.

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

10. Use of Residence: The occupant will use his residence only as a place of residence during the academic year and in a way that is respectful of self, property, the rights of others, civil laws and University norms. Occupants are expected to maintain standards of cleanliness. Empty food and beverage containers must be recycled or disposed of after use. Residents may not dispense alcohol for payment in any way. Possession and use of incense and/or candles is not permitted in any residential area.

Students under 21 are not allowed to have any alcohol paraphernalia, including empty bottles, cans, shot glasses or empty packaging for alcohol for display or in their possession.

Residents of Placid/Maur/Vincent Court must keep the stairwell landings within and outside their apartments clear of furniture and other materials that would **impede** safe evacuation of the apartment in case of fire or other emergency. Residents of Seton, Placid/Maur, Metten Court and St. Vincent Court must keep doorways and immediate access bridges (sidewalks) clear of debris, snow, etc.

11. Right of Entry: The University may enter for purposes of safety, maintenance, order and security in accordance with the following guidelines: SAFETY: any person in good faith can enter an occupant's residence in a life safety or property-endangering situation; MAINTENANCE: regular or extraordinary general maintenance can be conducted by appropriate personnel. If maintenance work or check is to occur during a vacation period, a general notice will be posted in the building(s) before the holiday. Occupants may arrange to have a representative present during the maintenance check. Authorized staff may enter a room for policy, health, and safety inspections (e.g., lofts); ORDER: Dean of Students, Director of Residential Life, Resident Assistants, Faculty Residents or Life Safety Services personnel can enter a residence without the occupant's consent to establish order; SECURITY: Saint John's University personnel may enter the occupant's residence in the presence of the occupant and without his consent only upon the written authorization of the Vice President of Student Development or his delegate and then only for the purpose of examination of or search for certain things, persons or information specified in the authorization; if the occupant is not present, staff may enter the residence, but a notice of the entry will be sent after the fact to the occupant(s). A Campus Life/Residential Life representative must witness the search.

12. Subletting: The occupant(s) cannot assign to others any part of this agreement. Unauthorized residents invalidate the agreement of all occupants, and all occupants shall be subject to sanctions. Any student in regular occupancy is presumed to have signed a Residence Agreement. Any Saint John's student hosting a male guest over night must notify his Faculty Resident of his intentions. The student who is hosting the guest is responsible for ensuring the rules of Saint John's University are followed by the guest. The FR must be informed of and give permission for overnight guests during vacation periods.

13. Personal Property of the Occupant: The University assumes no liability for loss or damage to personal property. Weaponry including B.B. guns and weapon-like toys of all kinds are prohibited in all campus residences. Motorized vehicles in residences are prohibited. Major appliances, such as large refrigerators and freezers are not allowed in apartments or residence hall rooms. Electronic sound systems are not to be used in ways that violate the rights of others. (Sound systems may be confiscated by Campus Life/Housing, Residential Life staff or Life Safety Services.) Bed stacking is not allowed in any residential area on campus. Only lofts rented from College Products are allowed in any residence area on campus, not furnished with a University loft structure. Waterbeds and halogen lamps are not permitted; no pets, *except for fish*, are allowed any place on campus.

14. Use of Building, Common Areas and Furnishings: 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. Screens are to remain on windows. The common areas and furnishings may be pre-empted and used on a temporary basis for University use and benefit without rebate.

Smoking is prohibited in all residence areas. Those who smoke are expected to stay at least 25 ft. from the residence areas. Receptacles have been provided outside all residence areas. Please put your cigarette butts in the receptacles.

15. Use of Chemical Substances: The occupants are subject to civil law and must comply with University regulations on alcohol and other drugs. Illegal drug use, possession or sale of drugs may result in the termination of the room agreement.

Providing alcohol to individuals under the age of 21 is illegal and violates SJU policy.

16. Open House: Each residence hall has the option of establishing its own open house hours not to exceed:
Sunday - Thursday: 9 am - 12:00 am
Friday and Saturday: 9 am - 2:00 am

While there are no set open house hours in the Flynttown Apts., Seton, Virgil Michel, Metten, Vincent Court or Placid/Maur, 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. There are no open house hours or**

parties allowed in any residence area during long weekends or breaks.

17. Meal Contracts: Students living in campus residence halls are required to be on a Basic/Comfort meal plan (Mary Hall, Thomas Hall, Bernard Hall, Boniface Hall, Patrick Hall, and Benet Hall). Students living in Joe Hall are required to be on minimum meal contract program. Students living in Frank House, Greg House and on-campus apartments are encouraged to be on a meal plan; however, they are not required. A variety of options are available for students through the Saint John's University Dining Service. Exemption for on-campus students from the meal contract may be authorized by the Director of Dining Service in consultation with the Dean of Students or Director of Residential Life.

18. Termination of Agreement: The Dean of Students, in consultation with other University staff, can terminate this agreement. The Dean of Students or Director of Residential Life and the Faculty Resident can evict an occupant and/or deny future on-campus housing for failure to comply with University policies. At the option of the University, a student who is required to vacate a room, because of sanctions, may receive a pro-rated rebate. The specific date for vacancy is determined by Campus Life/Housing. If action is taken to terminate this agreement, the occupant has the right of appeal.

19. Failure to comply with the Residence Agreement: Violations of these terms may result in termination of this agreement, eviction, confiscation, repair or replacement costs, fines, expulsion or other disciplinary actions.

20. Residence: A clean, orderly and furnished residence will be ready for occupancy. Appropriate adjustments for failure of the University to meet this stipulation will be made by the Campus Life/Housing Office.

21. Furnishings: The residence will be furnished with towel rack, window screen and clothes locker, desk, chair, bookcase, bed, mattress, window shade and/or curtains for each occupant. No furnishings may be removed from University housing.

22. Storage of University Furniture: Storage of University furniture from any residence area is not allowed.

23. Accompanying Services: The occupant 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.

24. Changes in Facilities: In the event that the University is not able to provide the expected facilities, a rebate may be considered.

25. Personal: The occupant has a right to appropriate quiet, clean air, freedom from solicitation and unrestricted access to room for study or sleep.

26. Vandalism: Residents will be held responsible for any common area damage. Campus Life/Housing reserves the right to bill a residence floor or building for common area damage.

The resident agrees to abide by all policies and procedures as stated in the J-Book.

This agreement is subject to University regulations.

Saint John's University is committed in its residence and human rights policies to maintain a humane environment in which the race, color, creed, sexual orientation, marital status, national or ethnic origin, physical or mental ability, or veteran status of an individual or group is respected and not disparaged.

Apartment/House/Suite or Room #: _____

Date _____

Please print and sign your name. (If you are studying abroad, please put the semester you will reside in the room/apt. by your name.)

Student name _____

Student Signature _____

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

University Official _____