



## **Campus Housing Agreement for Summer 2023**

This Campus Housing Agreement (“Agreement”) establishes the terms and conditions of occupancy for all College of Saint Benedict campus housing (residence halls, apartments, and houses). This Agreement is issued for the entire 2023 Summer or balance thereof. This Agreement is made by and between CSB Residential Life and the Resident.

Please read all provisions of this Agreement. The Resident will be asked to complete a checkbox for each section indicating that the Resident has read, understand, and agreed to the terms in that section before signing at the end of this Agreement. Upon your signature, the Resident becomes legally bound by the terms of this Agreement. Any exceptions to provisions herein must be approved in writing by the CSB Department of Residential Life and Resident.

The undersigned agrees as follows:

### **1. Parties:**

This Agreement is made by and between The College of Saint Benedict (“CSB”) acting through its Residential Life (“Residential Life Office”) and the undersigned student (“Resident”).

### **2. Eligibility:**

All CSB or SJU students who are applying for summer housing must be enrolled for a minimum of twelve (12) credit hours for the fall 2023 semester at CSB or SJU prior to entering into this Agreement. Applicants who have been documented for repeated or serious disciplinary/conduct issues may not be approved to live on campus during the summer.

Any CSB or SJU student who is working at CSB+SJU or involved in an academic experience affiliated with CSB+SJU (such as research or internships) are eligible for summer housing. Residential Life verifies employment and academic information before confirming summer housing assignments.

Any CSB or SJU student who is taking summer classes in-person at CSB+SJU may be eligible for summer housing. Residential Life verifies class registration through the Registrar's Office. Students taking classes online may not be eligible for summer housing.

Any CSB or SJU student with unique circumstances may apply to have their requests reviewed.

Those who are no longer eligible (i.e., no longer working on campus, registered for fall 2023, etc.) will be expected to vacate their summer housing assignment no more than forty-eight (48) hours after their termination/cancellation.

Exceptions to the eligibility policy must be approved by the Director of Residential Life or their designee.

### **3. Duration:**

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

### **4. Rates:**

The housing rates are established by Residential Life each year. The Resident agrees to pay all established housing rates for the term of the Agreement. Housing rates are billed in June to student accounts according to the Student Accounts Office policies of payment.

**Rates for Summer 2023:**

- Summer Housing residing in the Centennial or McDonald Apartments: \$15.00 per day.

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

Upon moving in, the Resident shall complete a room inventory and condition report online. Submitting the inventory constitutes acceptance that the conditions are as noted. The room is checked against the inventory when the Resident moves out and the Resident is charged, as appropriate, for damages (see Check-out). Failure to follow check-in procedures may result in a \$35 improper check-in fee.

**6. Check-out:**

Residents must vacate their summer housing no later than August 5, 2023. All Residents are expected to return their rooms to CSB in good repair and in clean condition, ready for the next residents. Residents officially assigned to the room during the summer 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 checkout fee. Additionally, the Resident agrees to the following regarding check-out:

- A. Residents must follow all posted timelines and checkout procedures. Failure to check out may result in a \$50 improper checkout fee.
- B. All possessions must be moved out of the room at time of check-out.
- C. All appliances and all furnishings within each unit must be cleaned at time of check out. Failure to clean may result in cleaning fees as outlined on cleaning sheets provided to each living group.
- D. Return room key at time of check-out, failure to do so will result in the lock 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 \$40 for a room/apartment. Re-key charges are not refundable once the lock(s) have been rekeyed.

**7. Room Assignment:**

- A. CSB does 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 CSB based on the selection process and the date the housing application is received by the Department of Residential Life. Whenever possible, individual room assignment requests will be honored, however, failure to meet these requests will not void this Agreement.
- C. CSB 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. CSB 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. CSB reserves the right to consolidate vacancies by requiring any Resident to move from a multiple occupancy (apartment) to another multiple occupancy accommodation.
- E. CSB reserves the right to assign students to open spaces within 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 CSB, attempts to

force a roommate out of a shared premise, CSB 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. CSB agrees that the Resident, upon performing the conditions contained herein, may have and hold the premises assigned for the term designated, except where otherwise provided in this Agreement.

G. The Resident may not change housing assignments without first completing the required paperwork and receiving proper approval. Any moves that take place without this paperwork are subject to a \$50 improper check-out and \$35 improper check-in fee in addition to the standard \$25 room change fee.

**8. Assignment Not Permitted:**

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

B. This Agreement is not transferable from one academic year or summer to another.

**9. Termination:**

A. CSB may immediately terminate this Agreement, re-enter, and retake the premises upon: (i) the failure of the Resident to make payments as required under this Agreement, (ii) for any violation of rules and regulations of CSB or the Department of Residential Life. The Residential Life Office 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 or J-Book.

B. If a Resident loses their eligibility status as indicated in Section 2, this Agreement is immediately terminated, and the Resident is expected to vacate their assigned housing within forty-eight (48) hours.

**10. Cancellation of Agreement:**

This Agreement obligates the Resident for the entire summer term for on-campus housing. Residents requesting to cancel their Agreement must submit a written request to Residential Life. Requests for cancellations are subject to a cancellation fee equivalent to one week's (7 days) rent.

**11. Responsibilities:**

A. By CSB through the Department of Residential Life:

i. CSB shall maintain the assigned housing 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 CSB with notice of any noncompliance and CSB shall correct noncompliance within a reasonable time.

ii. CSB shall not be responsible for injury to persons or damages to anyone's personal property which result from Resident's negligence or willful misconduct or Resident's negligent or willful miss use of privately owned property or property or furnishings provided by CSB.

iii. CSB shall provide the Resident at no extra charge, hot and cold running water, heat, trash collection, laundry facilities, and internet access.

B. By the Resident:

i. The Resident agrees to comply with all local, state, CSB, and Department of Residential Life rules and regulations as stated in the Bennie Book and the Residential Handbook.

ii. The Resident is responsible for damage or theft of Resident's own personal property including money. This includes items left in CSB Campus Housing during vacation and break periods including

fish in aquariums and food left in the refrigerator. CSB encourages Residents to carry appropriate personal property insurance.

- iii. The Resident may have guests in their assigned housing as stated in the Bennie Book/J-Book. The Resident shall ensure that such guests refrain from acts or practices which unreasonably disturb other residents or students or are in violation of any local, state, CSB, 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 a Resident's guests are the financial responsibility of the Resident who hosted them.
- iv. The Resident agrees not to modify or allow modification of the assigned housing or other parts of the facility except as provided in the Residential Handbook. This includes the removal of CSB property from the assigned apartment and/or public areas.
- v. The Resident agrees to be financially responsible for keeping the assigned housing, its appliances, furnishings, windows, window screens, and doors clean, in place, and free from damage.
- vi. The Residents will be equally assessed for damage if two or more Residents occupy the same room and if the responsibility for damages to the assigned housing and contents cannot be ascertained.
- vii. 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 lost key charge is \$40/space.
- viii. The Resident shall not use the assigned housing, the common areas or any part of the residential facility for any business, commercial or other activity that involves private enterprise for personal gain or profit and any such activity is strictly prohibited.
- ix. 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.
- x. The Resident agrees to leave the assigned housing 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 their assigned housing with a Residential Life staff member. Failure to follow these procedures may result in financial penalties.

## **12. Right of Entry by CSB:**

CSB, its officers, employees, and agents have the right to enter campus housing and related facilities without prior notice or consent for the purposes of inspection and repair, preservation of health and safety, quietude, recovery of CSB owned property, and/or to address suspected policy violations as well as in the event of emergency, at the request of a Resident, and for any other reasonable purpose. CSB personnel may search an occupant's residence for the purpose of examination of or search for items, persons or information specified with a written authorization from the Dean of Students or their designee. If the occupant is not present, a notice of entry and search, if conducted, will be sent after the fact to the occupant(s). A Residential Life representative must witness the search. Items found which violate CSB policy, or state or federal law(s) may be confiscated. CSB may contact law enforcement and turn over evidence if violations of local, state, or federal law are found.

Upon signing this Agreement, I, the undersigned Resident, agree to comply with all local, state, CSB, and Department of Residential Life rules and regulations and agree that I am responsible for the payment of all fees required under the terms of this Agreement. This Agreement is subject to modifications or changes due to academic calendar changes or decisions made by the Board of Trustees, the President, or the Department of Residential Life, provided, however, such changes or modifications will not be grounds for termination of this Agreement. CSB will notify the Resident of all changes. Additionally, I agree to abide by all policies and procedures as stated in Bennie Book/J-Book and Residential Handbook.

