



## Campus Housing Agreement for Academic Year 2022-2023

This Campus Housing Agreement (“Agreement”) establishes the terms and conditions of occupancy for all College of Saint Benedict (“CSB”) residence halls and apartments (“CSB Campus Housing”). This Agreement is issued for the entire 2022-2023 academic year (“Academic Year”) or balance thereof and replaces any previous versions of this Agreement. 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 this Agreement. Upon your signature or upon receipt of your room/apartment key, you become legally bound by the terms of this Agreement. Any exceptions to provisions herein must be approved in writing by the CSB Residential Life Department (“Residential Life”) and Resident (as defined below).

The undersigned agrees as follows:

### 1. Parties:

This Agreement is made by and between the CSB acting through Residential Life and the undersigned student (“Resident”).

### 2. Eligibility:

Any CSB student who is enrolled for a minimum of twelve (12) credit hours per semester at CSB may become a Resident and may enter into this Agreement. Resident shall remain eligible unless: (a) the Resident loses their status as an enrolled student; (b) the Resident fails to register for academic course work; (c) the Resident fails to maintain the minimum of twelve (12) credit hours per semester, or (d) the Resident ceases regular attendance of classes and is no longer engaged in the academic nor residential community. Exceptions to the eligibility policy must be approved by the CSB Dean of Students or their designee.

### 3. Residency Requirement:

CSB is a four-year residential liberal arts college. Living in community is of central importance to the student experience and all CSB students are required to live on campus in CSB Campus Housing.

A. There are limited circumstances, as outlined below, in which release from this requirement, known as a “qualified housing exemption”, may be granted.

- i. Students who are married or who have dependent children living with them.
- ii. Students who are over the age of 23 on the first day of fall semester or who have attended 8 or more semesters as a full-time college student.
- iii. Part-time students, those enrolled for less than 12 credits for fall semester. This is intended for those graduating mid-year who have fewer than 12 credits to complete or limited other unique circumstances.
- iv. Continuing Ed Students; or
- v. Students registered for a minimum of 8 credits for an internship, clinical/capstone or student teaching more than 30 miles from campus during the fall semester. Student must be able to provide documentation of the internship/capstone/student teaching at time of request if based upon these criteria.

B. Students who do not meet the criteria above may request an exemption to live at their permanent home address in 2022-2023. These requests for exemption from the residency requirement will be considered on a case-by-case basis. Those submitting a request need to demonstrate a unique, extenuating circumstance that makes an exemption to the requirement necessary. Submitting a request does not guarantee that a student will receive an exemption to live at their permanent home address. The housing exemption request form is located at <https://www.csbsju.edu/forms/YMCX6QHTZW>.

C. A limited number of rising senior students (defined as a student who has been enrolled for 6 semesters) who are interested in living in an apartment off campus (St. Joseph or surrounding area) can participate in a process called “Local Living” at the time of housing selection. In addition to meeting housing selection criteria, students must meet the following criteria to be eligible to participate in the Local Living process:

- Be a rising senior based on housing selection cohort (B1 cohort for CSB)
- Have a 2.5 cumulative GPA or higher
- Be in good standing with the institution (not currently on disciplinary and/or academic probation, and/or no significant conduct history)

Residential Life will review all rising seniors’ eligibility to participate in the process. **The number of students able to live locally/off-campus is limited.** Not all those who want this option will be able to live locally/off-campus. Students should never sign any leases for housing off-campus prior to securing a Local Living housing assignment for the upcoming year during housing selection.

D. If it is determined that CSB does not have sufficient housing to house all eligible students on campus, waiting lists created during housing selection will be utilized to extend additional Local Living offers.

**4. Duration for Campus Residence Halls:**

This Section 4 pertains to campus residence halls. 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 as provided in Section 12, Agreement Termination, or Section 14, Agreement Cancellation.

A. CSB provides housing in residence halls during the following specific periods:

Open at 9 am:	Close at 8 pm unless otherwise indicated:
August 28, 2022	November 22, 2022
November 27, 2022	December 17, 2022 (6pm)
January 16, 2023	March 3, 2023
March 10, 2023	April 7, 2023
April 10, 2023	May 11, 2023 (6pm)

**Campus Residence Hall Housing During Breaks**

- i. Housing is not typically 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.
- ii. For 2022-2023, these breaks will include Thanksgiving Break (November 23-28, 2022), Semester Break (December 18, 2022-January 16, 2023), Spring Break (March 4-12, 2023) and Easter Break (April 7-10, 2023).
- iii. 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.
- iv. CSB reserves the right to deny any Resident approval to remain in CSB residence halls over the semester break.

- v. CSB reserves the right, without prior notice or consent, to enter and inspect all CSB Campus Housing for compliance with break checklists and expectations during each break period.
- vi. CSB may require the Resident to relocate to a temporary room assignment during the semester break.
- vii. Parties are not permitted in CSB Campus Housing during break periods.
- viii. Overnight and/or off campus guests are not permitted in any CSB Campus Housing during break periods.

#### **5. Duration for Campus Apartments:**

This Section 5 pertains to campus apartments. 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 as provided in Section 12, Agreement Termination, or Section 14, Agreement Cancellation.

A. CSB provides housing in campus apartments from 9AM on August 28, 2022, until May 11, 2023, at 6PM.

#### **Campus Apartment Housing During Breaks**

- i. Apartment housing will be available break periods. However, on-campus services and offices may be reduced or closed. For safety reasons, apartment residents staying on-campus during the semester break are required to complete a semester break housing form.
- ii. For 2022-2023, Semester Break is December 18, 2022-January 16, 2023.
- iii. All policies outlined in the Bennie Book and the Residential Handbook must be followed or the privilege of staying on campus during official breaks may be revoked.
- iv. CSB reserves the right, without prior notice or consent, to enter and inspect all CSB Campus Housing for compliance with break checklists and expectations during each break period.
- v. Parties are not permitted in CSB campus apartments during break periods.
- vi. Overnight and/or off campus guests are not permitted in any CSB Campus Housing during break periods.

#### **6. Culinary Services:**

This Agreement requires the Resident living in the residence halls or lower-level West Apartment residence hall-style rooms without a kitchen to maintain a full board plan for the entire academic year or the balance remaining upon initial occupancy. First-year and sophomore residents are required to maintain a Continuous Meal Plan. Juniors or Seniors living in residence hall spaces must maintain either the Continuous Meal Plan or the Bennie Plan. Exceptions to this policy must be approved by the Culinary Services Appeals Committee.

All Residents must complete a Meal Contract each year following room selection. Failure to complete a contract and select a meal plan will result in a default meal plan being assigned to the Resident and assessed to the Resident's student account. Apartment Residents will initially be assigned to the Bennie Meal Plan on the Meal Contract. When completing their Meal Contract, they may select any CSB meal plan, or they may select No Plan.

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

To participate in room selection, CSB students must be registered for classes for the next academic term no less than 24 hours in advance of their selection time. Students must have a minimum of 12 credits (or have appealed for an exception to be on campus with less than 12 credits) no later than May 1.

#### **8. Payment:**

A. The annual housing costs for 2022-2023 Academic Year are established by the Board of Trustees and made available by March 31. The rates will be available online once approved by the Board at <http://www.csbsju.edu/csb-student-accounts/csb-educational-costs>.

B. The Resident shall pay CSB 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.

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

Upon moving in, the Resident shall complete all required forms as posted in CSB Campus Housing, including an online room inventory and condition report. Submitting the inventory constitutes acceptance that the condition of their assigned housing is as noted. The room is checked against the inventory when the Resident moves out and the Resident is charged, as appropriate, for damages and other charges (see Section 10, Check-out). Failure to follow check-in procedures may result in a \$50 fee for improper/incomplete check in.

**10. Check-out:**

All Residents must vacate their housing no later than 24 hours after withdrawing from CSB or after the student's last exam of the semester. Residents who graduate spring semester and participate in commencement must vacate their housing and complete a check out no later than 6:00 p.m. on the Sunday following May commencement. All Residents are expected to depart from campus with their rooms in good repair and in clean condition, ready for the next residents. The Resident officially assigned to the room during the year will be held responsible for all damages and losses beyond normal wear, regardless of the cost of repair or replacement, and for charges where extra cleaning is necessary. Failure to follow check-out procedures may also result in a \$50 fee being imposed for improper checkout. Additionally, the Resident agrees to the following regarding check-out:

A. The Resident must follow all posted timelines and checkout procedures in the residence halls and apartments.

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 noted on cleaning sheets provided to each living group.

D. The room key must be returned at the time of check-out. Failure to do so will result in the lock being re-keyed. Residents 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.

**11. 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 on the basis of the selection process for returning students and the date the housing questionnaire is received by Residential Life for new students. 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 or safety of the Resident or the campus community, repair services, failure to show, 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, other Residents, or the campus community.

D. CSB reserves the right to consolidate vacancies or to otherwise meet its housing requirements and objectives 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 or to a single occupancy accommodation. The Resident may also request permission to use a multiple occupancy room as a single occupancy 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. CSB reserves the right to safely 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 reassigned and current Resident(s) should such an assignment be made and to seek their approval, which approval may only be withheld for documented health or safety concerns. If a Resident unreasonably refuses to accept a roommate or, in the judgment of CSB, attempts to force a roommate out of an appropriately assigned 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 use the premises assigned for the term designated, except where otherwise provided in this Agreement.

G. Unless permitted, the Resident must leave their assigned housing by the closing times established by CSB at the end of each academic semester and the beginning of each break period. Residents who wish to remain on campus during any break period are required to submit a request to Residential Life prior to the break's established deadline for permission to remain on campus. All policies in this Agreement, the Bennie Book, and Residential Handbook apply during break periods.

H. The Resident may not change housing assignments without first completing the required submissions and receiving proper approval. Any moves that take place without proper approval are subject to a fee of \$50 for improper check-out and a fee of \$50 for improper check-in, in addition to the standard \$25 room change fee. No room changes shall take place prior to the 10th day following the beginning of each term or shall be initiated during the two weeks prior to the end of the preceding term. A Resident who makes a room change at the end of the first semester must move out of the assigned housing prior to departure for winter break.

I. A Resident who does not register for spring semester academic courses at least seven days prior to the start of the spring semester may be removed from previously assigned campus housing at the end of the fall semester. The Resident can file an appeal for extension of this deadline in writing. Residential Life has the right to reassign the Resident to another room should they enroll at a later date.

## **12. Assignment Not Permitted:**

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

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

## **13. 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, (iii) engaging in repeated behavior that disrupts the residential community; or (iv) following notice by Residential Life if CSB elects or is required for reasons of health, safety or other similar extraordinary reasons outside of CSB's control to close any room, residence hall, apartment or apartment building. Residential Life will not refund a Resident's remaining portion of the housing costs when termination results from dismissal for violation of CSB rules and regulations. Appropriate notice and appeal

procedures are provided to the Resident when termination is based upon a violation of CSB's rules and the regulations. Information about appeal procedures is available in the Bennie 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 of the notice of termination. A Resident may maintain their status under this Agreement while they appeal loss of status as a CSB student provided they fulfill all financial obligations of this Agreement while pursuing their appeal; provided the reason for the loss of status is not related to the Resident's use or occupancy of the premises; and provided that the Resident's continued stay does not impose a health or safety risk to the Resident, other Residents or the campus community. 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.

#### **14. Failure to Show:**

A. No Shows: 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" unless prior approval was given. CSB retains the right to reassign the Resident to another room should she fail to check in to her assigned/selected housing by the 10<sup>th</sup> day of classes.

B. Enrolled Residents: A "No Show" student who is enrolled for classes and decides to reside in a place other than such student's assigned CSB Campus Housing without properly cancelling this Agreement or successfully appealing for a release from the residency requirement prior to the established deadline shall be financially obligated for the full portion of this Agreement and, if applicable, also the student's Board Plan. CSB retains the right to reassign the Resident to another room if the student is determined to be a "No Show".

#### **15. Cancellation of Agreement:**

This Agreement obligates the Resident for the entire academic year for CSB Campus Housing and, if applicable, the Resident's Board Plan.

A. New Resident Cancellation: A student who is a new Resident (a student who did not live in CSB campus housing any previous semester) shall be considered to have canceled their housing when they cancel their enrollment prior to beginning classes at CSB. If a student requests to cancel her Agreement but remain enrolled at CSB and the cancellation petition is granted before the first day of class (see below), no fee will be charged. In the event of such cancellation the enrollment fee will be forfeited. Additional charges may apply for Agreement cancellations received on or after the first day of classes.

B. Returning Student Cancellation: A Resident student may request to cancel her Agreement if the request is for one of the following events (a) graduation, (b) study abroad, (c) marriage, (d) leave of absence or withdrawal from CSB, or (e) enrollment in a minimum of 8 credits for an internship/student teaching/capstone that is located more than 30 miles from the CSB campus. A Resident may request such cancellation by completing a Request for Cancellation Form. Documentation verifying the event that causes cancellation may be required.

C. Other Requests for Cancellation: Cancellation requests for other reasons, including, but not limited to, roommate conflicts, dissatisfaction with community, dietary/food service concerns or the inability to select preferred housing in the housing selection process, are subject to the cancellation fees listed below.

D. Cancellation Charges: Cancellation charges will be assessed according to the date the cancellation petition is received by Residential Life. Charges for cancellation of the Agreement will be assessed as follows:

<u>Fall Timeline</u>	<u>Spring Timeline</u>	<u>Cancellation Fee</u>
On or Before Date of Selection	On or before November 1	\$0
Date of Selection – June 1	November 2 – December 1	\$100
June 2-July 1	December 2 – January 1	\$200
July 2-Aug 1	January 2 - before 1st day of class	\$300
On or after 1 <sup>st</sup> day of class	On or after 1 <sup>st</sup> day of class	Full Contract Amount

E. Additional Cancellation Information:

- i. A Resident who does not receive approval for her cancellation request or who submits false or incorrect/incomplete information on her petition will be required to fulfill all terms and conditions of this Agreement. A Resident who submits false information may also be subject to additional disciplinary action by CSB.
- ii. A Resident who is dismissed from CSB for academic reasons will not be charged an agreement cancellation fee.

F. The following refunds are applicable:

- i. Refunds for room charges 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
- ii. A Resident is not eligible for a room refund if the resident is absent or moves off campus during the semester.

**16. Responsibilities:**

A. By CSB through Residential Life and Housing:

- i. CSB shall maintain the assigned housing in compliance with applicable 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 misuse of privately owned property or the property or furnishings provided by CSB.
- iii. CSB shall provide the Resident, at no extra charge, hot and cold running water, heat, trash/recycling, laundry facilities, and internet access.

B. By the Resident:

- i. The Resident agrees to comply with all local, state, and/or CSB and 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 her assigned housing as stated in the Bennie Book/Residential Life policies. 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, and/or Residential Life rules and regulations or civil laws. The Resident is responsible for the acts and conduct of all guests. Damage 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 their assigned housing or other parts of the facility except as provided in the Residential Handbook. This includes the removal of CSB property from their assigned room, apartment and/or public areas.
- v. The Resident agrees to be financially responsible for keeping the assigned housing, its appliances, furnishings, fixtures, windows, window screens, cabinets/cupboard doors, 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 to whom a key or campus ID is issued is prohibited from giving or loaning the key or ID to any other person and is solely responsible for safeguarding the key(s) and ID card issued to them. The Resident agrees not to duplicate the room key 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.
- 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, if assigned to McDonald/Wirth/Zierden or Centennial Commons must keep doorways, steps, porches and sidewalks clear of debris, snow, etc. The Resident furthermore must keep all stairwell landings, porches or entries within and outside their unit clear of furniture not provided by the college for said porch area, bicycles, and other materials that could impede safe evacuation of the apartment in case of fire or other emergency.
- xi. 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 her assigned housing with a Residential Life staff member. Failure to follow these procedures may result in financial penalties.

#### **17. 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 any CSB Campus Housing room or apartment for the purpose of examination of or search for items, persons or information specified with a written authorization from the Dean of Students or his/her designee. If a Resident is not present, a notice of entry and search, if conducted, will be sent after the fact to the Resident(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 for assistance and turn over evidence if violations of local, state or federal law are found.

#### **18. Force Majeure:**

CSB's performance under this Campus Housing Agreement is subject to acts of God, epidemic, pandemic, contagious disease, or other similar public health-related occurrence, war, government regulation, terrorism, disaster, or any other emergency beyond the parties' control, making it illegal or impossible to perform their obligations under this Agreement. CSB may cancel this agreement for any one or more of such reasons upon written notice to the Resident(s).

**19. Community Commitment:**

In response to the ongoing COVID-19 pandemic, CSB and Saint John’s University may establish additional community standards and behavior expectations for all campus community members. By signing this contract, students indicate their willingness to abide by these standards.

I, the Resident, agree to comply with all local, state, CSB, and 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 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 the Bennie Book and Residential Handbook.

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Resident Name (Please Print)

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Resident Signature

Date