



COLLEGE OF
Saint Benedict

Residential Life & Housing

Campus Housing Agreement for Summer 2024

This Campus Housing Agreement (“Agreement”) establishes the terms and conditions of occupancy for all College of Saint Benedict (“CSB”) residence halls and apartments (singularly, a “CSB Residential Facility” or “Residential Facility” and multiple, the “CSB Residential Facilities”). This Agreement is issued for the entire Summer 2024 Term (“Summer Term”) or balance thereof and replaces any previous CSB residential housing agreements.

Resident is required to read all provisions of this Agreement and provide Resident’s electronic signature indicating that Resident has read, understands, and agrees to the terms of this Agreement. By providing Resident’s electronic signature to this Agreement, Resident agrees to be bound by the terms of the Agreement for the entire Summer Term for the CSB Residential Facility space to which Resident is assigned. In addition, Resident is required to provide Resident’s electronic signature on each of the Addendums to this Agreement. By providing Resident’s electronic signature to each Addendum, Resident agrees to be legally bound by the Addendum. Any amendments to this Agreement or any Addendum must be approved in writing by the CSB Residential Life Office (“CSB Residential Life”).

1. Parties:

This Agreement is made by and between CSB and the undersigned student (“Resident”). The Resident shall not assign, sublet, or otherwise transfer any interest in this Agreement. This Agreement is not transferable from one Summer Term to another.

2. Eligibility:

CSB Residential Facilities are intended to support students and their academic pursuits. Any continuing undergraduate student enrolled at CSB or SJU for a minimum of twelve (12) credit hours for the Fall 2024 semester and (a) enrolled at CSB or SJU for in-person Summer Term classes, or (b) employed with CSB or SJU on-campus during Summer Term, or (c) involved in an academic experience affiliated with CSB or SJU, such as research, during Summer Term may enter into this Agreement and is eligible for Summer Term housing, or (d) a May 2024 graduate involved in (a), (b), or (c) above. Resident remains eligible for housing unless: (a) the Resident loses their status as an enrolled student, or (b) the Resident fails to register for a minimum of twelve (12) credit hours for the Fall 2024 semester, or (c) the Resident ceases Summer Term employment, or (d) the Resident ceases Summer Term involvement in an academic experience affiliated with CSB or SJU, such as research. Exceptions to the foregoing eligibility requirements may be approved in writing by the CSB Dean of Students or their designee.

Resident may be removed from the Residential Facility and or Residential Facility space for violation of this Agreement or in the interest of health, discipline, safety, or the general welfare of the Resident, other residents, or the Residential Facility.

3. Duration for CSB Residential Facilities:

This Agreement is binding for the entire Summer Term or the portion of the Summer Term remaining at the time of initial occupancy. This Agreement cannot be terminated or canceled except as provided in Section 9, Termination, or Section 11, Cancellation of Agreement.

A. CSB provides housing in residential facilities during the following periods:

- 1) Summer Housing Opens: May 18, 2024
- 2) Summer Housing Closes: August 3, 2024

4. Rates and Payment:

The summer housing costs ("Housing Rates") are made available to students in late spring for the following Summer Term. Resident agrees to pay all Housing Rates for the term of the Agreement. Housing Rates are billed each term. Payment must be made directly to the Student Accounts Office pursuant to Student Accounts Office procedures.

5. Check-In:

CSB Residential Life staff complete room inspections (the "Room Inspection Report") prior to Resident's arrival. Upon moving in, Resident is required to properly check into their assigned room within CSB Residential Facilities by picking up the room key, and reviewing, updating, and approving a Room Inspection Report and all related forms as posted on the CSB Residential Life portal ("Check-In"). Submitting the Room Inspection Report constitutes acceptance of the conditions that Resident has identified in the Room Inspection Report. Failure to follow all Check-In procedures will result in a \$50 administrative fee for improper/incomplete Check-In. CSB Residential Life will bill the charges directly to the Resident's student account.

6. Check-Out:

Resident must vacate their Residential Facility space, including completing a Check-Out (as described below), no later than August 3, 2024.

Resident must vacate the Residential Facility, return the key to their Residential Facility Space to the CSB Residential Life Office, and leave their Residential Facility space in good repair and in clean condition, ready for the next resident. Resident must complete all check-out procedures set forth below ("Check-Out"). Resident will be held responsible for all damages and losses beyond normal wear to their Residential Facility space, regardless of the cost of repair or replacement, and for charges where extra cleaning is necessary to the Residential Facility space. Failure to follow all Check-Out procedures will result in \$100 administrative fee being imposed for an improper checkout. CSB Residential Life will bill the charges directly to Resident's student account.

Resident agrees to the following regarding Check-Out:

- A. Resident will follow all posted timelines and Checkout procedures. As stated above, if Resident vacates their Residential Facility space without scheduling and completing a Check-Out appointment with a CSB Residential Life staff member will be charged a \$100 administrative fee in addition to any costs of repair, replacement, or cleaning.
- B. Resident must remove all possessions from the Residential Facility at the time of checkout.
- C. All appliances and all furnishings within the Residential Facility space must be cleaned at time of checkout. Failure to clean may result in cleaning fees.
- D. At the time of Check-Out, Resident must return the key for the Residential Facility space to the CSB Residential Life Office. Failure to return the key at Checkout will result in a \$40

administrative fee for improper Check-Out. Key charges are not refundable if the lock(s) have been re-keyed by the time a key has been returned.

- E. Resident is responsible for damage resulting from affixing materials to the Residential Facility space. Examples include, but are not limited to, the use of Command hooks and LED lighting strips. Tampering with or rewiring electrical systems is not allowed, and Resident is responsible for any damage caused. Aesthetic modifications, such as paneling, painting, or wallpapering are not permitted. CSB Residential Facilities may not be painted by Resident.
- F. If two or more Residents occupy a Residential Facility space, and the responsibility for the damage to the Residential Facility space cannot reasonably be determined, then each Resident will be equally responsible, financially and otherwise, for the damage to the Residential Facility space.

7. Room/Space Assignment:

- A. CSB does not discriminate in housing assignments on the basis of race, religion, color, national origin/ethnicity, sex, sexual orientation, age, or disability or other legally protected category or characteristic.
- B. Housing Assignments will be made by the CSB Residential Life Office based on the information provided by students in the summer housing application. Whenever possible, room assignment requests will be honored; however, inability of CSB to meet room assignment requests will not affect the enforceability of this Agreement against Resident.
- 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.
- D. CSB reserves the right to consolidate vacancies or to otherwise meet its housing requirements and objectives by requiring any Resident to move from 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. A Resident may request permission to occupy a multiple occupancy room as a single occupancy room but will be required to pay for the cost of the unoccupied beds on a prorated basis for the remainder of the Agreement and only for as long as space is available.
- E. CSB reserves the right to assign a Resident to open spaces within double or multiple occupancy rooms without prior approval of the current Resident(s). Current Resident(s) will be notified when such an assignment is made. If a Resident unreasonably refuses to accept a roommate or, in the sole judgment of CSB, attempts to force a roommate out of an appropriately assigned shared space, CSB may require the Resident(s) to be responsible for the total housing cost for the space and the Resident(s) may also face other disciplinary sanctions.
- F. CSB agrees that the Resident, upon performing the conditions contained herein, may occupy the Residence Facility space assigned to the Resident for the term designated, except if Resident is no longer eligible.
- G. Resident may not change housing assignments without first receiving approval from CSB Residential Life. Any moves that take place without proper approval will be subject to an administrative fee of \$100. No room changes will be permitted prior to the 10th day following the beginning of each term and may not be initiated during the two weeks prior to the end of the preceding term. If the Resident continues to occupy an unauthorized Residential Facility, additional administrative fees may be incurred.

- H. Resident will receive a room key. Replacement keys are available through CSB Residential Life. Key replacement may require changing locks to a room or apartment. If Resident does not return their room key upon the end of occupancy, CSB Residential Life reserves the right to charge Resident for the cost of the re-key.
- I. Electronic access for CSB Residential Facilities is to ensure the safety of its residents and to protect property. If Resident tampers with or disengage a card access system, Resident will be held responsible for repair or replacement costs and/or subject to administrative fees, fines, or other disciplinary action.
- J. Resident is responsible for maintaining furnishings within CSB Residential Facilities that are owned by CSB. Resident will be held jointly and separately liable for damages beyond reasonable wear and tear.
 - 1) The furnishings provided by CSB include, but are not limited to, a towel rack, wardrobe/closet, desk, chair, bookcase, bed, mattress, window screen, and window shade/curtains for each Resident. Resident may not remove CSB furnishings from rooms or apartments. Storage of CSB furniture outside of an assigned residence area is not allowed.
 - 2) Maintenance, sanitation, and regular custodial care of the common areas in a CSB Residential Facilities will be provided by CSB.
 - 3) Maintenance/furnace rooms and roof access points are off-limits to Resident. Forced entry into such spaces is a breach of this Agreement. Resident is not permitted to access or use the exterior surfaces of the building such as roofs. Removal of items located in lounges or common spaces, including, but not limited to, furnishings, equipment, lighting, and/or kitchen items is prohibited.
 - 4) Resident, if assigned to McDonald apartments, agrees to keep the stairwell landings within and outside their apartments clear of furniture and other materials that may, in the event of fire or other emergency, impede safe evacuation of the apartment.
 - 5) Resident, if assigned to McDonald apartments or Centennial Commons, agrees to keep doorways, steps, porches and sidewalks clear of debris, snow, etc. and to keep all stairwell landings, porches or entries within and outside their unit clear of furniture not provided by CSB for porch area, bicycles, and other materials that could impede safe evacuation of the apartment in the event of fire or other emergency.

8. Assignment Not Permitted:

Resident shall not assign, sublet, or transfer their interest in this Agreement or their assigned Residential Facility space.

9. Termination:

- A. CSB may immediately terminate this Agreement, re-enter and retake the premises and/or remove Resident from a Residential Facility if: (i) Resident fails to make Housing Rate payments as required under this Agreement and pursuant to Student Accounts Office procedures; (ii) Resident violates any policy, rule or regulation of CSB or CSB Residential Life; (iii) Resident engages in repeated behavior that disrupts the residential community; (iv) for the interest of health, discipline, safety or the general welfare of the Residential facility or (iv) following notice by Residential Life, CSB elects, or is required for reasons of health, safety or other similar extraordinary reasons outside of CSB's control, to close any CSB Residential Facilities. CSB or CSB Residential Life will not refund a Resident's remaining portion of the housing costs when termination results from dismissal for violation of a CSB or Saint John's University ("SJU") policy,

rule or regulation. Appropriate notice and appeal procedures will be provided to Resident when termination is due to a violation of a CSB or SJU policy, rule or regulations. Information regarding appeal procedures is available in the Bennie Book.

- B. If a Resident loses their eligibility status as required in Section 3 and all rights to appeal have been exhausted, this Agreement will be immediately terminated, and Resident is required to vacate their assigned residential facility within forty-eight (48) hours of the notice of termination.

10. Failure to Occupy Assigned Residential Facility:

- A. A Resident who is enrolled for classes but chooses to reside in a place other than the Resident's assigned Residential Facility space that: 1) has not received written approval from Residential Life that this Agreement has been cancelled; or 2) has not received a written residency requirement release from Residential Life shall remain financially obligated for the full Housing Rate and, if applicable, the Resident's Meal Plan. If Resident fails to occupy their assigned Residential Facility space, CSB retains the right to reassign Resident to another CSB Residential Facility or CSB Residential Facility space.

11. Cancellation of Agreement:

This Agreement obligates the Resident for the entire summer term for on-campus housing. Resident must submit a written request to CSB

A. Additional Cancellation Information:

- 1) Cancellation requests for any reason other than those set forth above, including, but not limited to, roommate conflicts, dissatisfaction with the community, dietary/dining service concerns, or the inability to select a preferred CSB Residential Facilities in the housing selection process will be denied and Resident will remain liable for Housing Rate payments for the assigned Residential Facility Space.
- 2) A Resident whose Agreement cancellation request is denied or who submits false information on their petition shall remain bound by the full terms and conditions of this Agreement. A Resident that submits false information may also be subject to disciplinary action.
- 3) If Resident is dismissed from CSB for academic or disciplinary reasons, Resident will not be charged an Agreement cancellation fee.

B. Applicable Refunds:

- 1) Refunds of room are made to any student who formally withdraws through the Residential Life Office. Please see Student Accounts for more information.
- 2) A Resident is not eligible for a room refund if the Resident is absent without formally withdrawing from CSB or moves off campus.

12. Responsibilities:

A. CSB Residential Life:

- 1) CSB will maintain CSB Residential Facilities in compliance with applicable health and safety laws. However, if a violation of health or safety law is committed by a Resident or their guest(s), Resident is required to provide CSB with a notice of any noncompliance with the applicable health or safety law, and CSB shall correct such noncompliance within a reasonable time.
- 2) CSB is not liable for injury to persons or damages to anyone's personal property that results from the negligence or willful misconduct of Resident or Resident's negligent or willful misuse of privately owned property or the property or furnishings of CSB.

- 3) CSB will provide Resident, at no extra charge, hot and cold running water, heat, trash/recycling, laundry facilities, and internet access. CSB does not warrant the quality of these services or that they remain uninterrupted.
- 4) CSB reserves the right to revise or amend this Agreement at any time and in its sole discretion.

B. The Resident:

- 1) Resident agrees to comply with all local, state, and federal laws, and the CSB and Residential Life rules and regulations as stated in the Bennie Book and the Residential Handbook including rules or regulations adopted, published, or revised by CSB during the term of this Agreement.
- 2) Resident is solely responsible for damage or theft of Resident's own personal property from CSB Residential Facilities including but limited to money and any items left in CSB Residential Facilities during vacation or break periods, including fish in aquariums and food left in the refrigerator. CSB encourages Resident to carry their own personal property insurance.
- 3) Resident may have guests in their assigned Residential Facility space as set forth in the Bennie Book and Residential Life policies. The Resident is required to ensure that such guests refrain from acts or practices which unreasonably disturb other residents or students, or are in violation of any local, state, federal, or any CSB or Residential Life rules and regulations or community standards. Resident is responsible and/or liable for the acts and conduct of all guests. Damage caused by a Resident's guests are the financial responsibility of the Resident that hosted the guest(s).
- 4) Resident agrees not to modify or allow modification of their assigned Residential Facility space or other parts of the Residential Facility except as set forth in the Residential Handbook, Resident is prohibited from removing CSB property from their assigned Residential Facility space and/or removing CSB property from public areas.
- 5) Resident agrees to be financially responsible for keeping the assigned Residential Facility space, its appliances, furnishings, fixtures, windows, window screens, cabinets/cupboard doors, and doors clean, in place, and free from damage. Resident is required to report facility-related concerns to CSB Residential Life promptly and is responsible for submitting an appropriate work order request.
- 6) If two or more Residents occupy a Residential Facility space, and responsibility for the damage to the Residential Facility space cannot reasonably be determined, then each Resident will be equally responsible, financially and otherwise, for the damage to the Residential Facility space.
- 7) Resident is prohibited from giving or loaning a Residential Facility space key a campus ID to any other person and is solely responsible for safeguarding the key(s) and ID card. Resident agrees not to duplicate the Residential Facility space key or ID card and, if the key or ID card is lost, to pay the fees for key or ID card and lock replacement. Resident agrees to report such losses within 24 hours of the loss.
- 8) Resident agrees not to use the assigned Residential Facility space, 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 understands and agrees that any such activity is strictly prohibited.
- 9) Resident agrees to use all public areas in a careful and reasonable manner and to help in assuring their cleanliness and safety. A Resident shall be financially responsible for any

damage or lack of reasonable cleanliness caused by the Resident or their guest(s) to the public areas as common area damage.

- 10) Resident, if assigned to McDonald or Centennial Commons, agrees to keep doorways, steps, porches and sidewalks clear of debris, snow, etc. and to keep all stairwell landings, porches or entries within and outside their unit clear of furniture not provided by CSB for porch area, bicycles, and other materials that could impede safe evacuation of the apartment in the event of fire or other emergency.
- 11) Resident agrees to leave the assigned Residential Facility space in the same condition in which it was reported on the Room Condition Report form completed by the Resident at the time of taking occupancy of the Residential Facility space. Upon vacating the Residential Facility space, Resident must check-out of her assigned residential facility with a Residential Life staff member as set forth above under Checkout. Failure to follow Check-Out procedures will result in financial penalties.
- 12) This Agreement is subject to CSB regulations.

13. Right of Entry and Search by CSB:

- A. CSB and its agents have the right to enter any Residential Facility space, the Residential Facility and any related facilities without prior notice or consent when CSB deems necessary to ensure health and safety; protect, maintain and/or recover CSB or SJU owned property; address suspected policy violations; facilitate the maintenance of discipline; promote an educational atmosphere; and in the event of an emergency or for any other reasonable purpose. In addition, personnel of CSB are permitted to enter any Residential Facility or Residential Facility space for the purpose of maintenance, inspection, project upgrades and repairs.
- B. Items found in CSB Residential Facilities that violate CSB or SJU policy, or local, state, or federal law(s) may be confiscated. CSB may contact law enforcement and may provide confiscated items to law enforcement.

14. Force Majeure:

CSB's failure to perform any term or condition of this Agreement as a result of force majeure conditions beyond its control including, but not limited to, war, strikes, fires, flood, governmental restrictions or regulation, terrorism, disaster, power failures, acts of nature, epidemics or damage or destruction, shall not be deemed a breach of this Agreement. CSB may cancel this Agreement for any one or more of such reasons upon written notice to Resident.

15. Community Commitment:

CSB and/or SJU may establish additional community standards and behavior expectations for all campus community members. By signing this agreement, Resident agrees to abide by these standards and expectations.

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 revisions due to academic calendar changes or in the sole discretion of CSB 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.

Resident Signature

Date

Attina Notch

3/27/2024

College of St. Benedict Signature

Date