

## **Residence Hall Room Lease & Board Contract, 2020-21**

1. Colby-Sawyer College agrees to assign and lease to the student space for living in a residence hall or college-owned house for the academic year, ending the day of the student's last exam in the spring semester.
  - This contract does not permit students to remain in residence during break periods when the residences are closed. Students who are granted permission to remain in residence must abide by the terms of this contract as well as the terms of the break housing contract.
  - This contract is for the full academic year, or balance of the academic year if signed after the beginning of the fall semester, and is not transferable.
  - This contract is also for board.
2. This contract may be canceled by the student on or before May 15, without penalty, if the student is not required to live on campus because of a residency requirement. After May 15, the student is committed to paying the full cost of room and board for the year. Students who entered in Fall, 2017 or later are required to live on campus. Students who entered in Spring, 2017 or before are required to live on campus for their first and second years.
3. Any request for relief from the terms and conditions of this contract in circumstances not outlined in item 2 should be made in writing to the Director of Residential Education.
4. This contract may be canceled by the college:
  - After fall semester, if the student is not registered for classes for spring semester after the November registration period.
  - If the student is deprived of college housing after an appropriate disciplinary process, with no refund of college housing fee.
5. The room and board charge for each semester is reviewed and published on the college website annually. Colby-Sawyer College reserves the right to adjust the charges from time to time whether or not within the term of this agreement. Additional charges apply to private rooms, rooms with private baths, and rooms in apartments.
6. Colby-Sawyer College shall accept no responsibility for the theft or loss of moneys, valuables, or other personal effects of the resident stored in their room or otherwise kept on the premises. Students are strongly encouraged to obtain private renter's insurance.
7. The student will be issued a key to the assigned room. Keys should not be transferred or loaned to any other person. Students will be billed for lost keys at replacement cost for a new core and keys.
8. Excess damage in the residence halls or other college housing will be billed to the individuals responsible for the damage. In cases where responsibility for damage cannot be specifically assigned, all residents occupying the living unit will be responsible for the damage on a pro-rata basis.
9. Student rooms and common areas will be fully furnished. Students are required to keep the assigned furniture in their assigned rooms at all times.

10. No room will be reserved for anyone who has not signed this contract.

11. No resident has the exclusive right to any particular room. The college reserves the exclusive right to assign and re-assign students to space, at its sole discretion. The college may consolidate students into rooms/residence halls if space is available.

12. The resident agrees that the rooms shall be used only as living spaces. Rooms may not be subleased by the resident and are not to be occupied by anyone other than the approved residents assigned to the room.

13. All guests must be registered in accordance with Campus Safety's Guest Registration policy.

14. The resident may occupy the assigned space not earlier than:

- the first day of orientation for new students;
- the designated date and time for returning students (never to be less than 24 hours before the first class schedule for the fall semester).

15. Both parties agree that the provisions concerning residence halls set forth in the Code of Community Responsibility, rules of the college, Campus Safety policies, and Residential Education policies are conditions of this contract. The above-mentioned rules are incorporated herein, and may be changed from time to time.

16. In the event that a student is assigned to special interest housing (quiet or apartment-style), they will be responsible for adhering to the rules and regulations of such housing as outlined below.

17. Colby-Sawyer College's obligation to perform under this contract is conditioned upon the ability of the resident to fulfill the admissions requirements of Colby-Sawyer College and to maintain full-time student status during the term hereof.

18. A college representative has the right to inspect the rooms at any time for the proper operation of the hall, for reasons of health, safety and security, or if they have reason to believe that a violation of college policy or state or federal law is occurring in the room. Normal, requested, and emergency maintenance will be accomplished from time to time without prior notification.

19. Colby-Sawyer College reserves the right to cancel this contract without any refund in room fee for violation of college policy. For any violation of the terms and conditions of this contract, the college may terminate this contract without refund and require the resident to vacate his/her assigned space within 24 hours of receipt of written notification of termination.

## Contract Addenda & Agreements for Specific Housing Options

### *Addendum to the Room Lease and Board Contract addressing COVID-19*

Colby-Sawyer College and the student acknowledge that the College anticipates being open and operating according to announced schedules and under announced conditions, and to provide housing and food service at the times announced. However, due to the Covid-19 pandemic and uncertainties created by it, the College reserves the right to adjust residential and academic calendars, schedules, periods of on-campus residence, and methods of instruction, to meet the changing conditions, in order to ensure the safety of students and College employees. In making tuition, room and board payments, the student acknowledges and agrees that such payments are made to pay for the academic and residential experience, however adjusted, and that the College shall not be obligated to refund any payments, in part or in full, on account of adjustments necessitated by changing conditions.

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### *Addendum to the Room Lease and Board Contract for residents of Quiet Suites (Danforth Hall suites 60 & 61, Lawson Hall suites 55 & 65)*

The Quiet Suites are designed to provide a quiet atmosphere for academic pursuits. Students who choose to live there should be extremely respectful of courtesy and quiet hours. At the start of the fall semester, Quiet Suite residents can choose to meet to decide on extending quiet hours, creating study groups, or other appropriate initiatives.

I understand the philosophy of the Quiet Suites and agree to help create a quiet atmosphere that is conducive to focused study.

By submitting this document and taking occupancy in a Quiet Suite, I indicate that I have read, understand and agree to the terms described above.

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### *Addendum to the Room Lease and Board Contract for residents of Residence Hall Apartments*

1. Apartment residents are responsible for removing trash from their apartment to the outside of the building (Rooke) or to designated places in the hall (other residence halls) and depositing it in the appropriate trash receptacle.
3. Each apartment will be required to maintain the cleanliness of their own apartment with their own supplies. Apartments not maintained at a reasonable level will be cleaned at the expense of the resident(s). Apartments will be inspected on a regular basis.
4. College furnishings may not be removed from the apartment.
5. If a group loses an apartment member after Room Draw, the office of Residential Education will either assign a roommate to the apartment, or all apartment group members will be reassigned to another room on campus. The decision will be made at the sole discretion of the office of Residential Education.

6. Each apartment group will meet at the beginning of each semester and during the semester as necessary to deal with apartment living issues (i.e. food, noise, guests, etc.).

By submitting this document and taking occupancy in a residence hall apartment, I indicate that I have read, understand and agree to the terms described above.

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*Addendum to the Room Lease and Board Contract for residents of  
College Houses*

Students who live in College Houses are expected to behave with maturity, good decision making skills and independence throughout the year. They are a reflection of the college and their peers in the community. Students who exhibit an inability or unwillingness to meet that requirement will likely forfeit the privilege of living in the College Houses.

1. Students residing in College Houses are bound by all of the terms of the Residence Hall Room Lease and Board Contract.

2. Any student on Housing Contract Probation as of September 8, 2020 is ineligible to select a housing assignment in the College Houses during the 2020-21 Room Draw process.

3. If a group loses an apartment member after Room Draw, the office of Residential Education will either assign a roommate to the unit, or all residents of the unit will be reassigned to another location. The decision will be made at the sole discretion of the office of Residential Education.

4. Residents will be provided with:

- Cable television service in the common area, with one television provided in the apartment common space.
- Wireless internet service through TDS Telecom. Technical support will be provided by the college.
- Kitchen with range and refrigerator.
- Access to a washer and dryer.

5. As the landlord:

- The college will maintain the grounds. Snow removal will be done by the college or its designee.
- The college will provide pick-up for trash that is securely bagged and accessible in the designated space on the established pick-up days for College Houses.
- The college will pay all of the utility charges associated with the house, to include basic television service, wireless internet, electric, heat, water, sewer, taxes, as well as building and liability insurance. This insurance does not cover personal belongings.
- The college will provide the same mail service to students in College Houses as to students in residence halls. Students in College Houses do not have separate mailing addresses.

6. Your responsibilities as tenant:

- Each apartment will be required to maintain the cleanliness of their own apartment with their own supplies. Apartments not maintained at a reasonable level will be cleaned at the expense of the resident(s). Apartments will be inspected on a regular basis.
- No open fire/fire pits are allowed. Grills may not be used on porches or beneath overhangs.
- Student behaviors occurring in College Houses which violate the Code of Community Responsibility are addressed by Colby-Sawyer College Campus Safety and Residential Education and adjudicated by Citizenship Education; local, state and federal law will be enforced by the police and violations will be adjudicated through the criminal justice system.
- If a student living in a College House is found responsible for a policy violation that would typically result in Housing Contract Probation, it is likely that they will lose the privilege of living in the College House and will return to a residence hall at the discretion of the college. (This could include, but is not limited to, policy violations in the following areas: Social Functions, Alcohol, Disorderly Conduct, Failure to Comply, Occupancy/Trespassing, Drugs, Violence, Weapons/Fire arms, and Hazing.)

7. Residents of College Houses have access to all residence halls with their ID Smartcard: Sunday-Thursday from 7:00am to 9:30pm and on Friday-Saturday from 7:00am to 7:00pm.

By submitting this document and taking occupancy in a College House, I indicate that I have read, understand and agree to the terms described above. Failure to comply with the policies set forth may result in my loss of housing and/or further disciplinary action. I understand the expectations and responsibilities in living in these College Houses and agree to behave with independence, maturity and respect for myself and the greater community.

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