

University of Massachusetts Amherst
Division of Housing Services
Residence Hall Contract
Graduate Housing Agreement
(Trustee Document T80-045)
(As Revised)

SIGNING THE CONTRACT

All persons must sign the residence Hall Contract before living in a residence hall. This multi-year contract will remain in force for the duration of residency. There are no exceptions to this requirement.

- The Graduate Housing Agreement is signed through the use of an electronic signature. Affixing an electronic signature has the same effect as signing a paper Residence Hall Contract Card.
- This housing agreement is valid for Graduate residents only, and explains the terms and conditions under which the University agrees to provide the resident with housing accommodations.

PARTIES

The parties to this contract are the University of Massachusetts and the undersigned Graduate resident. This contract will be entered into when the resident signs the Resident Hall Contract Card, which refers specifically to this contract by reference number T80-045, and thereby incorporates and is a part of this contract.

PERIOD OF CONTRACT

For new residents this contract commences on the Sunday before the official University Registration Date and terminates at the discretion of the resident, except as provided herein. The period of contract is exclusive of Summer (the period from June 1 through the end of the second Summer Session), and other designated vacation periods. Residents wishing to reside in the designated housing facility during the Summer may make special arrangements through the Residential Life Student Services, (413) 545-2100. All provisions of this contract will then apply to summer and vacation residents as appropriate.

II. ASSIGNMENT OF THE CONTRACT

The Residence Hall Contract is personal and may not be transferred or assigned to another person. The room may not be sublet.

III. CHARGES

Payment will be made pursuant to a schedule to be established by the Bursar's Office at the Amherst campus. Failure to make payments as agreed will subject the resident to University regulations for non-payment when appropriate. Three hundred dollars of the amount due for the accommodations is to be paid in advance by all graduate students, according to the schedule available in the Housing Assignment Office, as a nonrefundable room reservation deposit. The

\$300.00 is credited to the semester's room rental. Prorated refunds may be made upon the departure of the resident from the residence halls in accordance with the Termination of Contract clause (Section VII), following schedules established by the University.

IV. FURNISHINGS

The resident will be assigned furnishings for his/her use during the period of occupancy.

V. LIABILITY

The resident is responsible for loss or damage to University property provided to the resident, including furniture and the accommodations. All University property found in the accommodations must be left there in good order. In the event of loss or damage, the resident occupying the accommodations will be charged for necessary repairs or replacement.

The University and the resident will, prior to the occupation of assigned space, complete and sign a checklist for the number and condition of furnishings, and the conditions of the premises assigned to the resident. This checklist will be completed again at the end of the resident's occupancy, and will serve as the basis for determining billable damages to the room and furnishings. The University may require an interim checklist to be completed prior to the end of the resident's occupancy if the University has reason to believe that substantial damage to the premises or property has occurred.

VI. CONDUCT

Standards of behavior are necessary for the ordered and reasonable conduct of resident life at the University. Failure to act in accord with these standards may result in separation from the residence hall. Please refer to the University of Massachusetts Amherst's *Rights and Responsibilities* and the *Residence Hall Manual* for a detailed explanation of University standards of conduct in residence halls.

VII. OBLIGATIONS OF THE UNIVERSITY

The University will furnish utilities to each residence hall, including room telephone service at resident expense.

The University shall also provide maintenance service in the event of mechanical difficulties or interruptions to any utility service which is under control and/or ownership of the university; and seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the University, but not under University control. There will be no adjustments of housing fees because of the University's inability to restore service in a reasonable period of time.

The University shall, within a reasonable time, exercise reasonable care to correct unsafe conditions in the residence halls. The resident may request correction of such conditions through either the Residence Director, Area Operations Office, or the determination of unsafe conditions may be made upon request by the Division of Environmental Health and Safety, which shall give written notification of its determination to the Area Operations Office in the area in which the request is made, and to the person(s) making the request.

VIII. TERMINATION OF THE CONTRACT

The contract will terminate for the following reasons: graduation, withdrawal, ineligibility to continue enrollment due to a failure to meet academic requirements, complete of graduate requirements, or failure to enroll second semester. The contract may be terminated at the option of the resident upon the resident's marriage; in no event may residents live together with their partner in the residence hall. There will be no pro-rata refunds in the above cases in accord with schedules established by the Bursar's Office; however, there will be no pro-rata refunds of room fee if the resident is administratively withdrawn or upon breach of contract. Upon termination of this contract for any of the reasons stated in this Section VIII, the resident agrees to vacate himself/herself and his/her property from the occupied room within seven days. If the contract is terminated early, the Graduate resident is responsible for the \$300 Forfeited Graduate Prepayment fee.

IX. INSPECTIONS

Routine maintenance inspection will be made only after a good faith attempt on the part of the University to notify the resident(s) 48 hours in advance. The University may enter resident rooms in the event it has reason to believe an extreme health or safety emergency exists. The University will not search a room nor intrude into the resident's personal effects except with permission of the resident, or by appropriate legal authority with a search warrant. The University is guided by the Plain View Doctrine, which states that college officials are legally obligated to report evidence of unlawful acts in plain view.

X. PETS

Pets are not permitted inside the graduate housing facility and the housing or keeping of pets in such a facility will constitute a breach of this contract and grounds for termination of contract.

XI. COOKING

Fire safety and sanitation requirements prohibit cooking in any area within the residence hall except the kitchenettes or kitchens which are specifically designed for such use.

XII. KEYS

Residents may not possess room keys other than ones to their assigned rooms. All room keys are property of the University and may not be reduplicated. When a key is lost, a replacement may be issued at a nominal charge. Residents must return room keys at the end of occupancy.

XIII. RIGHT OF THE UNIVERSITY TO CANCEL

The University reserves the right to refuse admission or readmission to residence halls or to cancel the contract during the academic year for the resident's failure to meet University requirements, policies, or regulations. Termination of contract in such cases will afford rights of hearing and appeal. However, the University may remove a resident from the residence halls before a hearing is held if the University believes the continued residence of the resident presents a clear and present danger to life or property. The hearing and appeals process for graduates can be initiated at the Dean of Students Office, Room 227, Whitmore Administration Building.