

RESIDENCE HALL CONTRACT

University of Massachusetts Amherst
Division of Residential Life
Residence Hall Contract (Trustee Document T79-034)(as revised).

I. Signing the Contract

All students must sign the Residence Hall Contract before applying for housing and living in a residence hall. This is a legally binding enforceable agreement, which will remain in force for the duration of residency and includes financial responsibility for the entire contract period. Any substantive changes will be communicated by Residential Life to all residents prior to room selection. All students are responsible for complying with the rules, policies, regulations, and procedures contained in this document, official University publications, and the Residential Life website (www.umass.edu/living). The student's signature on the Residence Hall Contract on SPIRE or completion of the Key Agreement binds the student to this Residence Hall Contract. In addition, students who are under the age of 18 as of move-in day are required to complete a Parent/Guardian Consent Form which the student is required to request from Residential Life Student Services.

Questions regarding the Residence Hall Contract should be referred to Residential Life Student Services, 235 Whitmore Administration Building at 545-2100. Students who reside in the residence halls may be administratively withdrawn from the University if the resident refuses to sign the Residence Hall Contract.

II. Parties

The parties to this contract are the University of Massachusetts Amherst and the undersigned student. This contract will be entered into when the student signs the legally binding Residence Hall Contract T79-034.

III: Eligibility for On-Campus Housing

All currently enrolled students who are 16 years of age as of move-in day are eligible to live in a Residence Hall Assignment. For students under the age of 18 as of move-in day, a parent or guardian will be required to complete a Consent Form, which the student is required to request from Residential Life Student Services prior to arriving on campus.

IV. Termination of Contract

This contract may be terminated by the University for violation(s) of the applicable provisions of the Code of Student Conduct, Residence Hall Community Standards, and/or other rules and regulations enacted within that authority. Students are responsible for the cancellation fee when a contract is terminated in such cases. Either the Chancellor or the Vice Chancellor for Student Affairs or their designee may impose interim restriction(s), including housing removal, relocation or restriction from some residence halls, in accordance with the Code of Student Conduct. No refund of housing fees will be given to individuals removed from the residence halls for reasons of student conduct.

The student, and/or the University may terminate this contract if one or more of the following criteria are met:

- A. Withdrawal from the University;
 - B. Participation in an approved academic program which requires off-campus residency;
 - C. Documented, serious, medical problem which cannot be reasonably accommodated within the residence hall system;
 - D. Marriage after entering into the contract;
 - E. Commuting from the home of parents or legal guardians within forty miles of campus;
 - F. Approval of an exemption to the mandatory housing policy after entering into the contract;
 - G. If, between semesters, the Academic Level of the student is such that he/she is not required to live in the residence halls (sophomore, junior and senior status);
 - H. Documented severe financial hardship which cannot be alleviated by the Financial Aid Office, 255 Whitmore Administration Building (545-0801).
- Residents who terminate their contracts after the posted deadlines will be subject to a Housing Cancellation Fee. Deadlines are posted on the Residential Life website at www.umass.edu/living.
 - In non-disciplinary cases, a refund schedule is available from the Bursar's Office or Residential Life Student Services.

V. Assignment of Space

The University's residence hall spaces will be assigned subject to availability, and the reasonable ability of the University to match the student's request with available space. The University will endeavor to meet demand for on-campus housing, but guarantees housing assignments only for freshmen students who are 16 years of age or older as of move-in. Assigned space is not transferable by the student. In accordance with University policy, Residence Hall space is reserved for freshmen and continuing residents, rising sophomores, juniors, and seniors, who select an assignment according to stated procedures and announced deadlines. Space will be assigned without regard to race, creed, or national origin, except in the case of assignment of space to designated "special housing options" corridors, floors, or halls.

Requests for assignment changes will be accommodated on a space available basis. Priority for room/building change requests will be determined by seniority based on the number of semesters the student has lived in University housing. (Additional information regarding room selection and room/building change priority is available on the Residential Life website.) Room selection and room change practices will be determined by the student's semesters in campus housing and randomly assigned rank. Each student may be permitted to change space assignments if it is determined necessary by the student and Residential Life staff member.

Students going on a University-approved exchange program may, prior to leaving for their exchange program, apply for an assignment

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according to the procedures established the Residential Life Student Services. The responsibility for completing these arrangements lies with the student.

The University reserves the right to remove or relocate a student and/or transfer an assigned space whenever it is deemed by the University to be in the best interest of the Residence Hall Community.

VI. Duration of Occupancy

This contract authorizes occupancy during the Academic Year, exclusive of Thanksgiving, intersession and spring break vacation periods, except as provided herein. Residents who are granted permission to reside in the residence halls during intersession, summer, and other vacation periods may make special arrangements through Residential Life Student Services. All provisions of this contract will then apply to intersession, summer, and vacation residents as appropriate. This contract will remain in effect until the official semester closing date(s) of the last semester of residency, which shall be widely announced at least six weeks prior to said closing, regardless of the date upon which it was entered into, subject to the terms, conditions, and covenants herein. During intersession and other designated vacation periods during the academic year, students may store personal property in the room to which they are assigned, unless the University indicates at least four weeks in advance a need to have the room emptied. However, the University is not responsible for loss of, theft of, or damage to students' personal possessions left in student rooms at any time, including during said periods. Students are encouraged to arrange privately for insurance of their property.

VII. Housing Fees

The Housing Fee must be cleared in full by the date established by the Bursar's Office, 215 Whitmore Administration Building prior to the beginning of each semester. For consideration of an assignment in University Residence Halls, the student agrees to pay the contract rates as they have been announced or as they may be adjusted. The fee schedule applicable to each resident is established by the Board of Trustees for the then current year of occupancy by the undersigned student. Once established, the fee schedule is available in Residential Life Student Services. Pro-rated refunds, less the housing cancellation fee, may be made upon the departure of the student from the residence halls in accordance with the Termination of Contract clause, following schedules established by the University (see Section IV).

VIII. Obligations of the University

The University shall also provide prompt 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 promptly 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 adjustment of housing fees because of the University's inability to restore service for a reasonable period of time, subject to appeal to the Residential Appeals Committee.

The University shall, within a reasonable time, exercise reasonable care to correct unsafe conditions in the residence halls and maintain the residence halls in good repair. The student may request correction of such conditions through the peer, professional, or Residential Service Desk staff, or Residential Life Facilities Operations staff. Determination of unsafe conditions may also be made upon request to the University's Division of Environmental Health and Safety, N-414 Morrill Science Center (545-2682).

IX. Obligations of the Student

In addition to meeting the fee obligations, the student agrees to adhere to the provisions of the current editions of the Code of Student Conduct, the Alcohol and Drug Policy, the Residence Hall Security guidelines, and Residence Hall Community Standards. The student also agrees to comply with policies established to promote the quality of life within the residence hall. The student assumes any and all liability for damage, cleanliness, or other claims made as a result of the misuse by others of access cards, keys or premises assigned to him/her, in the event that such misuse is the result of negligence of the student.

X. Joint Obligations

The University and the student share the responsibility for ensuring the quality of life within the residence hall; its maintenance, furnishings and facilities; and for a physical environment secure from fire and other hazards.

XI. Shared Governance

Following shared governance protocols established by the University, Residential Life will consult with student representatives when considering revisions to and/or implementing significant policies impacting students living in campus residences

XII. Security

The University will work with students to promote effective security of person and property in the residence halls. The University is not responsible for loss of, theft of, or damage to students' personal possessions. Students are encouraged to arrange privately for insurance of their personal property.

XIII. Damage to University Property

The student is responsible for damage, other than normal wear and tear, to the room and common areas to which he/she is assigned and the furnishings therein. The student is also responsible for damage caused by her/his guest(s). Billing for such damage will be made within a damage billing procedure that includes provisions for determining the appropriate responsibility for damage to rooms, furnishings, and common areas. The student may initiate damage appeal proceedings at the Residential Service Desk. Appeals of decisions may be made to the Residential Appeals Committee.

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XIV. Check-in, Check-out

The University and the student will, prior to the occupation of assigned space, complete and sign a room condition form noting the condition of the premises assigned to the student. A visual inspection of the assigned space and review of the room condition form by Residential Life staff at the completion of the student's residency will determine billable damages. The University may require an interim inventory to be completed prior to the end of the student's occupancy if the University has reason to believe that substantial damage to the premises or property has occurred.

A student withdrawing or withdrawn from the University must vacate her/his room within forty-eight hours of the date of withdrawal and complete a proper check-out at the Residential Service Desk, to include informing the staff of the check-out and returning the issued room key. Check-out times will be designated for students withdrawing during the intersession period. The student must leave the room "broom clean" and may be charged for cleaning costs incurred by the University to meet this standard. Unless left in a designated area for which storage has been authorized in advance and in accordance with established procedures as outlined in the Residence Hall Community Standards, any personal property remaining in the residence hall after the term of this contract has expired, shall be deemed abandoned, and may be disposed of by the University in any manner it deems appropriate.

XV. Fee Refunds

The student may apply for a refund as a result of substantial hardship in living conditions. Refund applications may be acquired from and submitted to the Residence Director. Should a student room become unfit for occupancy because of damage or other reasons, the student may choose to change room assignments within limits of space availability. No refund will be awarded in such cases unless significant hardship has been experienced by the student before the move. Students may appeal disputed housing fees or other financial charges by following the procedures outlined on the Residential Life website (www.umass.edu/living).

XVI. Furnishings

The student will be assigned furnishings for his/her use during the period of occupancy. These furnishings may vary from building to building. Furnishings will minimally include a bed frame and mattress, desk unit and chair, wardrobe/closet, and waste basket. Furnishings will not be added or deleted without prior notification to residents. Assigned furnishings may not be removed from the room to which they were assigned without permission. Common area furniture and equipment may not be removed from common areas.

XVI. Entry of Student Rooms/Suites/Apartments and Inspection of Hall Rooms

The University may enter student rooms without notice if it has reason to believe a health or safety emergency exists. In the event of such an emergency the University will give prior notice whenever practicable under the circumstances. The University is responsible for the monitoring and maintenance of University property. Entry into rooms for scheduled routine maintenance will be made only after notice of the inspection and entry is posted 48 hours in advance. University staff and vendors may enter student rooms during reasonable hours without prior notice when responding to student-initiated maintenance requests. Residential Life staff shall not conduct blanket room sweeps. The University will not disturb a student's personal property or otherwise search a room except with permission of the student, or by appropriate legal authorities with a search warrant. The University is guided by the "Plain View Doctrine" and may report evidence of unlawful acts in "Plain View."

All student rooms are checked immediately after the halls close for vacation periods and throughout the summer for maintenance, safety, and security reasons. These inspections do not involve disturbing the student's personal belongings. Prohibited items (pets, firearms, oversized and unauthorized appliances, etc.) may be removed at student expense by University personnel conducting the inspections. Students will be notified in writing if any item is removed. Plain View Doctrine: College officials are legally obligated to report evidence of unlawful acts in "Plain View." This means that if unauthorized items such as marijuana plants, weapons, etc. are observed during a normal inspection (for maintenance reasons, or due to an emergency situation, or for health and safety reasons), the evidence can be seized and used as evidence in a conduct hearing.