



## ROOM AND BOARD CONTRACT, 2021– 2022 ACADEMIC YEAR

The terms of this agreement constitute an offer of housing accommodations and participation in a meal plan by Elms College, Chicopee, Massachusetts (hereafter called “Elms”.) The execution of this form by student, constitutes full acceptance of the terms and conditions delineated below.

Violations of this agreement will be addressed through the established discipline processes as outlined in the Elms College Student Handbook.

The resident agrees to all of the following:

### I. Parties involved, and Term of Contract

This agreement between the student and Elms College is binding for one academic year September 1, 2021, through May 14, 2022, exclusive of designated vacation periods when Residence Halls shall close. The only students who may move-in prior to the contract period are students involved in sponsored co-curricular organizations who sign an early arrival addendum to this contract, no exceptions.

Requests for cancellations of this agreement must be received, in writing, by the Office of Residence Life via a Housing Contract Release Request form.

After August 31, 2021, students do not have the option to pay a cancellation fee and change their status to commuter. Should a student wish to be considered for release from their Room and Board contract after August 31, 2021, they would need to make a formal request in writing to the office of Residence Life.

*Please note that contract release requests are only considered for extenuating circumstances and are granted infrequently on a case by case basis. Applying for a release does not guarantee you will be released from this contract.*

### II. Requirements and Financial Obligations

- A. Only a regularly enrolled students may occupy space in the residence halls. Full-time student status is normally required for residents, but exceptions to full-time status may be made by Elms College for good cause. Anyone not enrolled in courses at Elms College shall not be permitted to occupy a Residence Hall space.
- B. The student must pay the regular room and board fee for a double, triple, or quad space for an academic year. There is an additional fee of \$1,031.00 per semester for a private room, which is added on to the standard room and board fee. The AYCE 200 block meal plan is included in the Elms College room and board fee. The AYCE Ultimate Value meal plan is at an additional cost of \$165.00 per semester. The room and board charges are billed to the Student’s account on a per semester basis. These charges are not refundable and not transferable.
- C. A non-refundable, non-transferrable housing deposit of \$250.00 (which is automatically billed to the student each academic year) is required to secure housing. If student chooses to withdraw their housing application before a room is selected / assigned, the \$250 housing deposit is forfeited. If the student wishes to withdraw

their housing application between July 1 and August 31, the \$250 security deposit is forfeited and a \$250 cancellation fee applies, which is automatically charged to the student account. There is no refund of the housing deposit if a student withdraws their application or cancels their contract after August 31. The student must complete all required medical clearance or documentation deemed necessary by the College Health Center Staff to return or remain in the residence halls or on campus.

- D. Students will not be allowed to move into their room if they have a business hold or health hold on their accounts. Business holds can be resolved through the Student Accounts office. Health holds can be resolved through the Student Health office.

### III. Obligations of Student

- A. To abide by all regulations and rules of the College.
- B. To review, understand, and abide by all Residence Life policies and the Code of Student Conduct.
- C. To abide by all residence hall closing/opening times such as Thanksgiving, Winter, Spring, & Easter breaks.
- D. Student is financially responsible for damages caused by student or student’s guests, or damages that arise out of misuse of access cards, keys, or premises assigned to student. If a key is lost or stolen, it should be reported immediately to Public Safety, the RA or the Director of Residence Life.
- E. Students may not bring any additional furniture such as futons, bean bag chairs, etc. that are not appropriately fire rated.
- F. Additional appliances such as refrigerators must be pre-approved by Student Accommodations
- G. The use of electrical extension cords is strictly prohibited.

### IV. Obligations of the College

The College shall 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 College. The College will promptly seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the College but not under College control. There will be no adjustment of housing fees because of the College’s inability to restore service for a reasonable period of time, subject to appeal to the Director of Residence Life. The College shall, within a reasonable time, exercise reasonable care to correct unsafe conditions in the residence halls and will maintain the residence halls in good repair. The student may request correction of such conditions through their RA, or Residence Life professional staff.

### V. Assignment of Space

The College reserves the right to change or reassign the student or students to alternative College housing accommodations, as it deems necessary. In the event of an emergency, this contract agreement may be terminated by the College and the student shall not be entitled to recompense for damages except for a pro-rated housing refund less any applicable financial aid. Students may not

sublet the room, or otherwise place in the occupancy, control or care of another individual or entity. Students must follow all policies related to room selection as outlined by the Office of Residence Life.

**Room Changes:** Room changes are permitted on a case by case basis, each student is allowed a maximum of one room change per academic year.

**Room Consolidation:** Room consolidation is the process for filling rooms to capacity. The Office of Residence Life reserves the right to consolidate empty spaces or make reassignments when vacancies occur. This practice allows us to extend campus housing opportunities to the largest number of students possible, and helps ensure that students are living in the type of accommodation corresponding to the rate which they are paying.

Starting on July 1, 2021, any vacancies in double, triple or quad rooms will be filled. The Office of Residence Life will make every effort to include the students in the process. Students in this situation have the following options, and will be given two weeks from the date of notice to make arrangements:

1. Move to another shared space, or have another student move into their space.
2. If available, the student can move to a single space (additional charges apply).
3. If plausible based on occupancy, the student(s) may "buy out" a vacant space, at \$2,060 additional per semester. "Buying out" a space means that no other student would be placed in that space.

If the space cannot be filled by the remaining resident(s) within a reasonable time-frame (no longer than two weeks from receiving the notice from Residence Life), the Director of Residence Life will make an administrative assignment. When an administrative assignment is made, the decision is final; the student(s) do not have veto power. In this case, the student who is moving and the student who is receiving a new roommate will be given 48 hours' notice to make appropriate arrangements. Students who have a vacant space must keep a set of furniture (bed, dress, desk/chair, and closet) vacant at all times. Failure to keep furniture free of belongings/unused may result in a \$100 blocked room fee for each observed occurrence.

## VI. Security

The College shall not be liable directly or indirectly for the theft, loss of money, destruction, loss of valuables, or any other personal property, belonging to, or in the custody of, the student for any cause whatsoever, whether such losses occur in the student rooms, hallways, storage areas, public areas, or that may occur anywhere on campus. *The student is encouraged to carry personal property insurance.* The College is not responsible for personal property left behind by students after the date of their departure, withdrawal, suspension, or dismissal from College housing.

Students should always close, secure and lock their room. The student and/or guest of the student is personally responsible for securing their own valuables and/or personal belongings. The student should immediately notify the Residence Life Office, the Resident Advisor, Maintenance, Public Safety, or Dean of Student's Office if

any door, lock or window is not functioning properly and cannot be properly secured.

## VII. Entry and Inspection of Student Rooms

Authorized representatives of the College reserve the right to enter any room in emergencies, for the purpose of safety inspection and maintenance, including cable and or internet issues, maintenance issues, problems reported by the resident, or to enforce the rules and regulations of the college. In non-emergency situations, the college will provide a minimum of 24 hours' notice of room entry.

The student is responsible for knowing what items are not allowed in the residence halls:

1. Television/radio antennae, or any other object which is placed outside the room window or anywhere on the exterior of the building or adjacent grounds.
2. Hot plates, microwaves, heaters, or any units with exposed heating surfaces.
3. No air conditioners, clothes dryers or washers
4. Candles, incense, flammable materials of any kind, or halogen lamps or lava lamps.
5. Firearms, explosives, weapons of any kind (including replicas of weapons), hazardous chemicals, gasoline, propane, butane, drones, motorized vehicles of any kind (or parts, repair tools, accessories for motor vehicles)
6. Electronic self-balancing/self-propelled scooters, drones, other remote controlled devices.
7. No pets in the residence hall; aside from fish (max 10 gallon tank).

Other prohibited items are listed in the current Student Handbook. The College reserves the right to confiscate prohibited items in the interest of safety. Confiscated items will be stored and returned to their owner at a time when they can be removed from campus, such as a break period.

## VIII. Check In/Out and Damage Billing

Every student is required to complete check-in procedures at the beginning of the year and check-out procedures at the time of move out. The room evaluation form signed at check-in will become the basis for the assessment of charges due to damage or loss. Before moving out the student is required to remove all personal possessions, this includes any of their own furniture, and leave the room clean. Charges for additional cleaning, removal of personal property, or for any damage or loss of College property, will be billed to the student(s). Damage to public space areas will be a shared charge among the residents in that building if parties responsible are not able to be identified.

**Any violation of this contract by the resident will allow the college to terminate this agreement.**

*The term of this contract is the FULL ACADEMIC YEAR (both the fall and spring semesters). I understand that this agreement is legally binding and that I am responsible for making all required payments as outlined for both the fall and spring semesters.*

*I understand that releases from this contract are typically granted only for students who graduate, transfer, or withdraw from the College during the academic year; and that, at a minimum, forfeiture of my Security Deposit and possible Cancellation Fee will apply if this contract is terminated prematurely.*

*By signing the 'I Agree' section on the accompanying document I, the resident, have read and do understand the conditions of this contract as contained on this page and in all attachments listed above and agree to comply therewith. I certify that I will abide by and be bound by this contract's regulations, as well as the Elms College Handbook and other applicable regulations.*