

2014-2015
SAINT MARY'S COLLEGE RESIDENCE HALL HOUSING AGREEMENT
CONDITIONS OF AGREEMENT

Saint Mary's College believes that living on campus gives students the opportunity to be fully engaged in academic and student life and to exercise adult freedoms responsibly with professional and peer support. A diverse community full of various viewpoints, goals and styles prepares students for future relationships, diverse careers and living in a dynamic global society.

1. a. This Agreement is a binding commitment to live in College housing for the entire 2014-2015 academic year. This Agreement guarantees the student a space with College housing, not any specific building, room or living arrangement.
 - b. As a women's private, Catholic, residential, undergraduate college, Saint Mary's College requires all students to reside in college-owned housing (including housing provided during study abroad programs) for six (6) semesters, unless the student meets one of the following exemptions:
 1. Resides with a parent or guardian within 30 miles of the campus.
 2. Has resided in a college residence hall for at least six (6) semesters prior to making a request for exception.
 3. Has reached the age of 23 prior to the terms(s) for which the request for exception is made.
 4. Is married.
 5. Is enrolled in eight (8) or less credit hours.
 6. Has received written permission from the Assistant Vice President and Director of Residence Life and Community Standards (AVPDRL) for special circumstances.
 - c. Students must request permission to live off-campus by submitting the circumstances and documentation for request, in writing, to the AVPDRL. This includes students living with a parent or guardian within 30 miles of the campus.
 - d. A request for exception with documentation must be received by the AVPDRL 30 days prior to the first day of classes for the semester a student is applying to live off-campus.
 - e. All students will be billed for room and board as a residential student until an approved exception is on file.
2. a. Students who withdraw from the College **prior** to the first day of classes, at the beginning of the fall or spring semester, will not be charged the room costs for that semester.
 - b. Students who withdraw from the College **after** the first day of classes, at the beginning of the fall or spring semester, will be charged the room costs in accordance to the refund policy found in the college bulletin.
 - c. Students who are granted a leave of absence from the College must vacate their housing space at the beginning of the leave. If they return to the College in the same academic year, they are bound by the Housing Agreement and will be reassigned to a space upon their return. If the leave changes to a withdrawal, see sections 2.c and f.
 - d. This agreement will be canceled once the Department of Residence Life & Community Standards is notified of a student's participation in a college abroad program.
 - e. If a student is required to vacate a room due to disciplinary sanctions, room fees will be forfeited.
 - f. The housing deposit will be forfeited except in extenuating circumstances as approved by the AVPDRL. Students who withdraw **after** the first day of classes, at the beginning of the fall or spring semester, will be charged in accordance with the College refund policy outlined in the Saint Mary's College Bulletin.
 - g. Housing is billed along with tuition and is due and payable in full prior to room check-in.
3. The College may cancel this agreement if the student's outstanding financial obligations are not met. Accounts must be paid in full or financial arrangements acceptable to the College should be in place by the start of the fall and spring.
 4. In the event of an over enrollment of students, the College reserves the right to place the student in alternate housing and also reserves the right to move students from alternate housing when permanent housing becomes available.
 5. Students must maintain full-time student status to remain in College housing. Part-time students must receive written permission from the AVPDRL to remain in residence. If permission is denied, the student's Housing Agreement will no longer be valid and the student must vacate her housing space.
6. a. **The occupancy period will begin at 9:00 a.m. on Thursday, August 21, 2014 for new students, and at 9:00 a.m. on Friday, August 22, 2014 for returning students.**
 - b. Students who do not occupy their assigned rooms by Wednesday, August 27, 2014, and have not notified the Department of Residence Life & Community Standards prior to registration of their intended late arrival, may be reassigned to a different space.

- c. The residence halls close at 12 p.m. on **Saturday, December 20, 2014** for Christmas break, and students may not remain in their rooms during this time. The residence halls will re-open at 9:00 a.m. on **Saturday, January 10, 2015**.
 - d. College housing remains open for Fall, Spring, Thanksgiving and Easter breaks. Students may remain in their rooms.
 - g. Residence halls close for underclass students at 2:00 p.m. on Saturday, May 9, 2015. Graduating seniors may remain in their rooms until 2:00 p.m. on Sunday, May 17, 2015.
7.
 - a. Room changes are made according to the procedures described in the Guide to Residence Hall Living. Student making unauthorized room changes may face disciplinary action, and they may not be permitted to make the desired change.
 - b. If a space becomes vacant in a student's room, the Department of Residence Life & Community Standards reserves the right to assign a temporary or permanent roommate AT ANY TIME. Students may not sublet rooms or any part thereof.
 - c. All residents are required to complete and sign a Room Condition Report upon entering their room in the Fall or Spring, any time they move to a different room, and when moving out of a room or leaving at the end of the year.
 - d. The College reserves the right to move a student out of her room and into a new room on campus for the purpose of maintaining community standards and/or ensuring a student's health, safety, or well being. The College also reserves the right to move students to and from rooms in order to consolidate spaces.
 - e. Students returning to campus from a leave of absence or abroad program, will be assigned housing according to their preference and spaces available. Students on campus with a vacancy in their rooms must prepare the room for a new roommate prior to leaving for the Christmas break.
 - f. The College reserves the right to inspect rooms for reasons of safety, health, general welfare, maintenance, or official business. The College also reserves the right to remove any object or material which would constitute a violation of College policy.
 - g. All assigned furniture must remain in the room, regardless of any student vacancy.
 - h. The student is responsible for cleaning her own room.
 8. Although the College will use reasonable efforts to protect a student's property, the College is not liable for any loss, theft, or damage to property belonging to residents. Students are encouraged to invest in a personal insurance policy if their belongings are not covered under their parents' homeowner's insurance.
 9. The student shall hold the College harmless from any suit, action at law, or any other claim whatsoever resulting from or arising out of any injury to the student's person or property while an occupant of a College residence hall. The student agrees to defend, indemnify, and hold harmless the Board of Trustees, Saint Mary's College, members, representatives, officers, agents, and employees against any and all claims, demands, costs, and expenses including attorney fees which any or all of said parties may sustain or incur due to the actions of the student while an occupant of a College residence hall.
 10. Only College-approved lofts may be used, and each loft owner must agree to and sign a loft contract.
 11. Additional resident responsibilities may be found in the Guide to Residence Hall Living. Residents agree to abide by all policies and procedures as outlined in the Guide and the Student Code of Conduct, which can be found at <http://www3.saintmarys.edu/residence-life/community-standards-code-of-conduct>.
 12. This agreement constitutes the full and complete agreement between the student and the College, and may not be modified in any way without the express written consent of both the student and the College. All items in this agreement are binding and supersede any conflicting housing information in any other College publication.

The College, as an academic community, intends to provide a residential atmosphere where study and learning can take place along with recreation, relaxation and social development. This atmosphere is dependent upon the willingness of all individuals to associate in such a way that personal freedom and responsible order co-exist. The undersigned student, therefore, acknowledges the need for socially responsible behavior, recognizes the role of the Residence Life and Community Standards staff in promoting such behavior.

By completing the on-line housing agreement, the student confirms her responsibility to accept the above "Residence Hall Agreement."

2014-2015
SAINT MARY'S COLLEGE OPUS HALL AGREEMENT
CONDITIONS OF AGREEMENT

1. a. This Agreement is a binding commitment to live in Opus Hall for the entire 2014-2015 academic year. This Agreement guarantees the student a room in a College apartment, not any specific apartment.
- b. Students in Opus must be of senior status and must maintain full-time student status to remain in the Opus. Students who lose their full time senior status must receive special permission from the Assistant Vice President and Director of Residence Life & Community Standards (AVPDRL) to remain in the Opus. Students whose request is denied will be assigned to a space in another residence hall.
- c. Students may be released from this agreement under the following circumstances: withdrawal from the College, documented significant change in financial status, December graduation, failure to be in good academic or social standing or extenuating circumstances as approved by the AVPDRL.
- d. Students who withdraw from the College *prior* to the first day of classes, fall or spring semester, will not be charged for Opus for that semester. The deposit will be forfeited except in extenuating circumstances as approved by the AVPDRL. Students who withdraw *after* the first day of classes, fall or spring semester, will be charged in accordance with the College refund policy outlined in the Saint Mary's College Bulletin.
- e. Students who are granted a leave of absence from the College must vacate their apartment at the beginning of the leave. If they return to the College in the same academic year, they will be reassigned to a space upon their return. It is likely the space assigned to a returning student will not be in the Opus. If the leave changes to a withdrawal, see sections 1.c and 1.d.
- f. If a student is required to vacate Opus due to disciplinary sanctions, all fees will be forfeited.
- g. Room fees are billed along with tuition and is due and payable in full prior to check-in.
- h. The College may cancel this agreement if the student's outstanding financial obligations are not met. Accounts must be paid in full or financial arrangements acceptable to the College must be in place by the start of the fall and spring semesters.
2. a. The occupancy period will begin at 9:00 a.m. on Saturday, August 16, 2014 for seniors living in Opus apartments. Siblings are not permitted to check-in early into their residence hall simply because a senior wishes to move in early into Opus.
- b. Students who do not occupy their assigned rooms by **Wednesday, August 27, 2014**, and have not notified the Department of Residence Life and Community Standards of their intended late arrival, may be assigned to a different space in a residence hall.
- c. The residence halls close at 12 p.m. on **Saturday, December 20, 2014** for Christmas break, and students may not remain in their rooms during this time. The residence halls will re-open at 9:00 a.m. on **Saturday, January 10, 2015**.
- d. College housing remains open for Fall, Spring, Thanksgiving and Easter breaks. Students may remain in their apartments.
- e. Opus apartments close at 2:00 p.m. on Sunday, May 17, 2015.
3. a. If a space becomes vacant in a student's apartment prior to the occupancy period (see section 2.a), the Department of Residence Life & Community Standards will provide the residents the opportunity to select a new roommate within five (5) business days. If no roommate is selected by the designated time, the Department will cancel all remaining roommates housing agreements and will reassign the students to spaces within the residence hall.
- b. If a space becomes vacant in a student's apartment within the occupancy period (see section 2.a), the Department of Residence Life & Community Standards will provide the residents the opportunity to select a new roommate within five (5) business days. If no roommate is selected by the designated time, the Department reserves the right to assign a student to the vacant space. Students may not sublet rooms or any part thereof.

- c. The student is responsible for cleaning her own apartment, for removing garbage regularly, and maintaining sanitary and safety conditions.
- d. All assigned furniture must remain in the apartment.
4. All residents are required to complete and sign an Apartment Condition Report upon entering their apartment in the Fall and when moving out of a room at the end of the year. Student's responsibilities related to their room and common areas are included with the Apartment Condition Report and the Guide to Residence Hall Living.
5. The College reserves the right to inspect rooms for reasons of safety, health, general welfare, maintenance, or official business. The College also reserves the right to remove any object or material which would constitute a violation of College policy.
6. Although the College will use reasonable efforts to protect a student's property, the College is not liable for any loss, theft, or damage to property belonging to residents. Students are encouraged to invest in a personal insurance policy if their belongings are not covered under their parents' homeowner's insurance.
7. The student shall hold the College harmless from any suit, action at law, or any other claim whatsoever resulting from or arising out of any injury to the student's person or property while an occupant of a College apartment. The student agrees to defend, indemnify, or hold harmless the Board of Trustees, Saint Mary's College, members, representatives, officers, agents, and employees against any and all claims, demands, costs, and expenses including attorney fees which any or all said parties may sustain or incur due to the actions of the student while an occupant of a College apartment.
8.
 - a. For the safety of the apartment community, certain items are not permitted in Saint Mary's College housing. These include but are not limited to: candles, hookahs, halogen lamps, pets, incense, space heaters, fireworks, firearms and weapons of any kind.
 - b. Smoking is not permitted in any College Building.
9. Additional resident responsibilities may be found in the Guide to Opus Hall Living. Residents agree to abide by all policies and procedures as outlined in the Guide and the Student Code of Conduct, which can be found at <http://www3.saintmarys.edu/residence-life/community-standards-code-of-conduct>.
10. This agreement constitutes the full and complete agreement between the student and the College. Please note that Certain Opus-specific rules are communicated to students at the beginning of the academic year which, are considered as part of this contract.

The College, as an academic community, intends to provide a residential atmosphere where study and learning can take place along with recreation, relaxation and social development. This atmosphere is dependent upon the willingness of all individuals to associate in such a way that personal freedom and responsible order co-exist. The undersigned student, therefore, acknowledges the need for socially responsible behavior, recognizes the role of the Residence Life staff in promoting such behavior, and accepts a reasonable disciplinary action for disregarding such behavior.

By completing the on-line housing agreement, the student confirms her responsibility to accept the above "Opus Hall Agreement."