

Housing Contract Office of Residence Life & Housing

I. Introduction.

Upon signature and payment of the pre-payment, this agreement will become legally binding on both parties. In addition to conditions and terms noted within this agreement, the resident is also subject to all current rules, regulations, procedures and responsibilities stipulated within the Coppin State University Undergraduate and Graduate Catalogs, Student Handbook, Schedule of Classes, Student Code of Conduct, Residence Hall Handbook and other relevant University documents. The residential facilities are provided as a service to students and are unique to the University environment. Therefore, the relationship between the University and the student should not be construed to constitute a landlord/tenant relationship.

II. General Conditions

A. The contract is between the Coppin State University, hereafter referred to as the University, and the student and legal guardian (when the student is under 18 years of age), whose signature appears on this contract, hereafter referred to as the student. The contract is not transferable.

B. Failure to comply with the terms of this contract may result in cancellation of the contract and/or judicial action at the discretion of the Assistant Dean of Residence Life and Housing or his/her designee.

C. During the term of this contract, the University by action of the Board of Regents, reserves the right to alter any rates for housing or food services upon thirty days written notice. This action will only be taken under extreme circumstances. Other changes may be made by the Office of Residence Life and Housing with at least seven (7) calendar days written notice before the changes become effective. Implementation may be immediate if the health and safety of persons using the facilities may be adversely affected.

D. This contract may be renewed according to eligibility determined by the Office of Residence Life and Housing recontracting process. A student with a judicial record or an outstanding bill may be precluded from contracting for housing as determined by the Assistant Dean of Residence Life and Housing. Such a student may also have his or her contract canceled before it takes effect if his or her judicial record warrants this.

III. Eligibility

To be eligible for residence, a student must be admitted and enrolled as a full-time undergraduate student at the University and have paid fees. However, dropping below the University full-time course load of twelve credits per semester during any contract period does not automatically release the student from the contract during the period. In addition, students must fulfill mandatory immunization requirements to live in the residence facilities.

IV. Contract Period

This contract is for the entire academic year, or if entered into after the beginning of the academic year, for the remainder of the academic year. The period of occupancy begins upon receipt of a key and shall end at 6:00 p.m. on the last day of the contract period or 6:00 p.m. on the effective date of release from the contract, or at 6:00 p.m. on the day of termination unless specific hours are established and announced in advance by the Office of Residence Life and Housing. No student is permitted to remain in a residenctial facility more than twenty-four hours after he/she ceases attending classes, completes finals, or after 6:00 p.m. on the last day of the contract period, whichever is earlier.

V. Assignment of Space

This contract is for a space only and does not guarantee assignment to a particular building or room. No guarantee is made that a student's assignment preferences or specific roommate requests will be satisfied. The University reserves the right to make changes in assignment, when it deems necessary. Any student who moves to a different room without prior approval of the Office of Residence Life and Housing will be assessed a \$150 fee and will be expected to return to his/her original assignment. The University reserves the right to require a student to move to different accommodations (a) to make the most effective use of facilities (including consolidation of vacancies); (b) when the appropriate Office of Residence Life and Housing officials deem it advisable for the welfare and benefit of the individuals or other residents; or (c) when repairs and maintenance are required to correct a condition dangerous to the health or safety of the occupant or the inhabitants of the building. The University is committed to a stated policy of nondiscrimination. The University provides room and board accommodations without regard to race, creed, sexual orientation, age, level of ability, or national origin. Students with disabilities who require special accommodations should contact the Office of Residence Life and Housing about their needs.

VI. Rates and Payments

The Board of Regents approves Housing and Food Services rates during May or June each year. Estimated charges are communicated to a student at the time of contract offer. The Fall and Spring semester bills are due in their entirety upon receipt of the bill. A student new to the residence system must pay a \$150.00 application/room damage fee. Payment of the application/ room damage fee and balance due must be in accordance with deadlines established by the Office of Residence Life and Housing and the Cashier's Office.

VII. Indebtedness

Failure to satisfy the financial obligations acquired under this agreement by announced deadlines may result in any of the following: contract cancellation, denial of the student's ability to re-contract, denial of further meals, denial of issuance/transfer of grade transcripts and/or enrollment, removal from housing, or denial of services. In accordance with any policies the University might adopt, the University may charge interest on delinquent accounts. Collection costs incurred in collecting delinquent accounts will be charged to the debtor.

VIII. Acceptance of this Contract

You indicate your acceptance of this contract by signing this document, without alterations, and returning it by the designated deadline. Following receipt of your signed contract, this agreement becomes legally binding on both parties for the entire contract period.

IX. Housing Deposit.

The student pays the housing application/room damage fee of \$150 as an indication of their initial commitment to reside on campus. \$25 of the housing fee is applied against the application fee for housing, and the remainder is held as a security against costs incurred by the University at the termination of the student contract, to remove dirt and refuse from the room vicinity, for extraordinary cleaning, to hold against damage or loss of any room fixtures or furnishings as a result of negligence or intentional act of the resident, or for failure to check-out of the room in accordance with University procedures. Any outstanding University charges including unpaid cleaning or damage bills, housing charges and other unpaid University charges will be assessed. The \$125 fee is to be held in a non-interest bearing account. As such, the University does not pay interest on the housing fee.

X. Meal Plans.

All residential students are required to have a meal plan. Meal plans are selected during the application period for housing. Food service begins with brunch on the first day of move in and ends following dinner on the last day of finals each semester, unless otherwise stated. The regular meal plan begins on the first day of check in. Food service is not provided under this agreement during Thanksgiving, Winter Session, Spring Break and Summer recess periods.

XI. Cancellation/Termination and Refunds

A. Contract Release. The student may request a release from this agreement by completing a Housing Cancellation Form available in the Office of Residence Life and Housing. Releases will be reviewed based on the criteria outlined in *section XI.C.* Release from the contract will result in a forfeit of the \$125 housing deposit if the request is made after the add/drop date as reported on the academic calendar. If a request for release is granted, the charge for any future semesters will be removed from the student's bill and they will be entitled to a reduction in charges for current occupancy as outlined in section XI.D. If the student has occupied the assigned room, he/she must follow proper check out procedures. Occupancy is defined as issuance of a key to the student for a specific room and does not require actual physical presence by the student and his/her possessions. B. Application for Release from Contract. It is the student's responsibility to complete the Housing Contract Release Form and return it to the Office of Housing to petition for release from the contract. Failure to make the necessary arrangement will mean that the student is bound to the terms of the contract and will be responsible for all debts incurred. Students who desire to leave at the end of the Fall semester must request a contract release by November 30. If approved there will be a contract breakage/release fee of no less than \$400.00 and automatic forfeiture of the housing deposit. Students requesting to cancel or be released from their contract before or after check-in should refer to the associated section below, or on the back of the Housing Application or in the Residence Hall Handbook for cancellation penalties. If the contract release is approved, checkout and removal of personal items must be completed within twenty-four hours after the effective date of the contract release. In some instances, a student may not be granted a release from the contract and remains financially responsible until the space is contracted for by another student or until the end of the contract period. Vacancies as a result of automatic releases from the contract will be filled prior to other requests for release from the contract.

C. Contract Release. The following reasons will result in automatic release from the contract:

1. Graduation from the University

 Participation in an authorized University program, which makes it mandatory for the student to be away from the campus (e.g. student teaching, cooperative education, study abroad.)
 Enrollment Status as of the official Coppin State University Add/Drop date for the semester in question.

4. Other circumstances determined by the Office of Residence Life and Housing to be beyond the control of the student may result in release from the housing contract.

Students who wish to be released from their housing contract for any of the reasons above must submit a petition for release prior to the official Coppin State University Add/Drop date for the semester in question.

D. Refunds. Any student qualifying for a contract release under the above policy will forfeit their housing deposit and room and board fees up to and including the day the contract release is approved by the Office of Residence Life and Housing or the day the student checks out of their room, whichever is later. The remainder of the room and board monies paid will be refunded to the student's account on a prorated basis.
E. Contract Termination by the University. The University reserves the right to terminate this agreement for the following:

1. Exigency. The University may terminate or temporarily suspend performance of any part of this agreement without notice in the event of any exigency, which would make continued operation for student housing not feasible.

In the event that the student's assigned accommodations are destroyedor otherwise made unavailable and the University does not provide other accommodations, the contract shall terminate, all rights and liabilities of the parties hereto shall cease, and payments previously made for room fees shall be refunded on a prorated basis.

Failure to Comply with Contract. A student who violates University policies or regulations is subject to administrative and/or disciplinary action. When evidence is established that a student has: (1) breached this contract or violated related policies or regulations; or (2) violated State or Federal laws, and when such conduct indicates that the student's residence on Campus constitutes a threat to the safety, health or well-being of community members; or (3) perpetrated harm to self or others, the appropriate Residence Life and Housing staff member, upon review of the incident involved, has the authority to uphold or impose sanctions appropriate to the offense. If the action also appears to involve a breach or violation of the Student Code of Conduct, the student will be referred to the Office of Conduct and Community Standards. If the student has a judicial record which gives serious indication that he/she can no longer be a positive member of the community, the Office of Conduct & Community Standards, through their authorized processes and procedures may suspend or expel a student from housing.. If a student is suspended or expelled from housing, the student's contract is terminated, and the student continues to be responsible for room and meal plan charges (if applicable) for the remainder of the semester, as well as a forfeit of the \$125 housing deposit, in addition to the denial of any Housing refunds or request thereof.

3. Non-payment by Due Date. All payments must be received by the Business Office on or before the due date indicated on the billing statement in order for the contract to remain binding to the University. Payments or signed contracts received late may not be accepted. A student with a late payment may be reassigned. Students unable to pay by the due date must make payment arrangements with the Business Office. **Only students with paid bills or payment arrangements will be allowed to move into the residence facilities.**

4. Emergency Contract Terminations, Restrictions or Suspensions.

In accordance with the Coppin State University Student Conduct Code, a student contract with the Office of Residence Life and Housing or Food Service can be terminated, restricting the student from the residence facilities or the dining halls, or suspending the student from the residence facilities, or dining halls, or from the University for an interim period pending disciplinary proceedings or medical evaluation, when it is deemed that the behavior involves emergency or chronic matters which threaten the health, safety and/or property of the campus community. Such interim contract termination, restriction or suspension will become effective immediately without prior notice, whenever there is a reasonable belief that the continued presence of the student at the University poses a substantial threat to himself/herself, to others, or to the stability and continuance of normal University functions. A student who is subject to emergency contract termination, restriction, or suspension on an interim basis, shall be given an opportunity to appear personally before the Vice President of Enrollment Management & Student Affairs or their designee within two business days from the effective date of the interim contract termination, restriction, or suspension.

No refund of lodging or meal charges will be given to a student whose contract has been restricted, suspended or terminated for disciplinary or judicial reasons.

XII. Non-Occupancy.

Students who fail to check-in (register at the reception area and pick up a room key) for their assigned rooms by noon on the first day of class of each semester will be bound by the contract, but may lose their room assignments unless prior arrangements for late arrival have been made with the Office of Residence Life and Housing.

XIII. Alteration of the Contract.

In the event the student changes rooms, he/she will be fined and required to move.

A. Damages. Charges for damages in rooms and on the floor and charges for loss or damage to furnishing or equipment will

be assessed to the resident(s) assigned to that space or to all residents in that hall if the responsible party is unknown.

XIV. General Procedures and Policies.

A. Maintenance and Housekeeping. Residents may not perform their own repairs in suites/rooms or on furnishings and equipment, nor alter furnishing or equipment from its intended use. Charges for repairs, if appropriate, are determined by Residence Life and Housing. **Residents are expected to maintain their rooms in an orderly, safe and sanitary condition at all times. University personnel provide housekeeping service only in common areas, such as stairwells, laundry rooms, and lounges.**

B. Room Entry and Inspection Conditions. Authorized University officials reserve the right to enter/inspect student rooms: (a) at initial occupancy and prior to departure; (b) to make repairs at any time during the school year; (c) when there are reasonable grounds to believe that a condition exists, which constitutes a danger to the health, safety and security of the room; or, where unauthorized person(s) are living in the room; (d) to make routine inspections for maintenance, health and safety, and to perform required services as announced by Residence Life and Housing; or (e) when there is a reason to believe a specific violation of Residence Life policies is taking place, as outlined in the Residence Hall Handbook and the University Student Conduct Code.

XV. Liability.

The University shall assume no responsibility for accident, personal injury or illness sustained by residents, guests or visitors, or for the damage, theft, or loss of personal property. The resident releases the University, its officers, agents and employees from any liability on account of any accident, injury, illness, property damage, theft or loss. **THE UNIVERSITY RECOMMENDS THAT RESIDENTS CONTACT AN INSURANCE CARRIER OF THEIR CHOICE TO INSURE PROTECTION AGAINST SUCH HARM OR LOSS.**

Coppin State University hereby offers residential accommodations (and food service) to the student named herein, in accordance with the terms and conditions, which are made a part of the contract by reference. Execution of this contract by the student constitutes an acceptance thereof.

Note: \$25 of the \$150 housing fee is non-refundable

I have read the full housing contract and agree to assume the financial obligations and abide by the other terms contained herein. I UNDERSTAND THAT THE CONTRACT IS BINDING FOR THE ENTIRE ACADEMIC YEAR OR IF ENTERED INTO AFTER THE START OF THE FALL SEMESTER FOR THE REMAINDER OF THE ACADEMIC YEAR UNLESS OFFICIALLY RELEASED BY THE OFFICE OF HOUSING.

Signature of Student:

__Date:__ _Date:___

Signature of Guardian:

(If student is under 18 years of age)