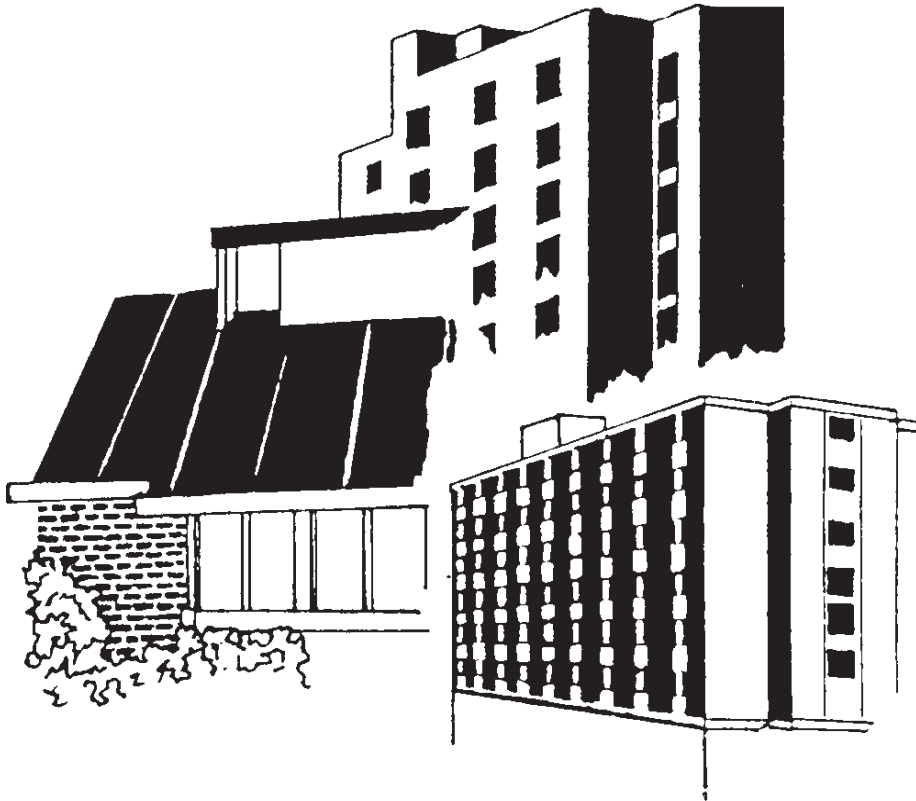


Residence Area Occupancy Agreement for the 2011-2012 Academic Year



Residential Programs & Services (RPS)

Massachusetts College of Liberal Arts

375 Church Street

North Adams, MA 01247

413-662-5249 (Phone)

413-662-5004 (Fax)

Further Terms and Conditions

(Resident's Copy)

1. Term: The term of this Agreement is for the **entire academic year** (both fall and spring semesters) or portion thereof if the resident moves on campus after the start of the semester and shall begin each semester at that time that the resident is authorized to and officially checks into his/her assigned residence area and shall terminate twenty-four (24) hours after the resident's last final examination or by the designated closing time on the last day of final examinations, whichever comes first. **This Agreement does not include residency during school breaks and vacations.** Each resident is responsible for the **complete payment** (or pro-rated balance if the student is accepted as a resident after the start thereof) **of the yearly room fee. Residents who have a residency requirement are also responsible for the complete payment of the yearly full meal plan fee.**

2. Financial Obligation: Financial obligation will include room rent, full meal plan (if living on campus with a residency requirement) and other charges as deemed necessary by the College. A resident will not be allowed to take up residency in a College residence area until all financial obligations have been paid in full. All charges will be noted on the College semester bill with the exception of the **non-refundable** room reservation deposit (RRD) which is to be paid as part of the acceptance deposit to the Admissions Office upon enrollment into the College (by new students) or during the yearly housing assignment process (by returning students). The **non-transferable** room reservation deposit is held as a deposit for the spring semester and credited to the spring room charges. This deposit is **non-refundable**. Failure to satisfy financial obligations on the date indicated on the College semester bill may result in the loss of residence area space. A person whose space is canceled will be notified of such action.

The terms of payment of these fees may be varied only upon written approval for cause by the Director of Residential Programs & Services or other authorized official. The room fee is subject to change during the term of this Agreement upon approval of the Board of Higher Education and the Massachusetts State College Building Authority. Meal plan rates are subject to change during the term of this Agreement upon approval of the Massachusetts College of Liberal Arts Board of Trustees.

3. Effective Date of This Agreement: This Agreement becomes effective upon the College's receipt of the resident's signed Agreement and non-refundable room reservation deposit (RRD). The signature of the student on his/her Agreement signifies that the student has read the terms and conditions stated herein and agrees to abide and be bound by all terms and policies specified in the Agreement and each and every other policy or regulation issued by the College regarding residential living.

4. Room Reservation Deposit (RRD): All residents must pay a **non-refundable** RRD of \$100 prior to occupancy. Returning students must submit a \$100 RRD to Residential Programs & Services as part of the annual housing assignment process. New students submit a \$100 RRD to the Admissions Office as part of their acceptance deposit.

Payment of the **non-refundable** room reservation deposit and the resident's receipt of a countersigned Residence Area Occupancy Agreement from the College will reserve a space until occupancy. Upon completion of the fall semester residency, the room reservation deposit will be applied toward the spring semester room fee.

5. Failure to Pay Required Fees: The College reserves the right to withhold from the resident his or her grade report; transcripts; diploma; the ability to register for classes; and the privilege of reserving housing space on campus for any future semesters in the event that any of the fees required herein remain overdue or unpaid.

6. Refund of Room Reservation Deposit (RRD): The room reservation deposit is non-transferable and is only refundable if the College refuses occupancy. Residents opting not to return in the spring semester and December graduates forfeit their RRD.

7. Refund on Room Fees: Residents who withdraw from school, and hence, this Agreement during the academic year will forfeit their RRD and remain liable for the room fee for the term of the Agreement, except as follows:

- a) **Withdrawal Prior to Occupancy** - Residents who withdraw from school prior to occupancy may obtain a refund on room fees provided written notice of intention to withdraw is given to the Director of Residential Programs & Services no later than thirty (30) days before the start of either the fall or spring semester and the College is able to fill the vacancy created by the resident's withdrawal. (Note: Additional costs may be assessed to the resident as a result of such Agreement termination. Please contact the RPS office for additional information.)
- b) **Withdrawal During the Term Of Agreement** - Residents who withdraw from school during the semester may receive a pro-rated refund on room fees (as per the College refund policy) provided they notify the Director of Residential Programs & Services in writing prior to their withdrawal and the College is able to fill the vacancy created by the resident's withdrawal. (Note: Additional costs may be assessed to the resident as a result of such Agreement termination. Please contact the RPS office for additional information.)
- c) **Suspension And/Or Removal From Housing** - Residents who are required to leave residence and/or the College due to administrative action or judicial sanctions **will not** be granted a refund of their room fee.
- d) **Individual Exceptions** - Individual exceptions are determined by the College. Requests for exceptions should be submitted to the Director of Residential Programs & Services.

8. Agreement Termination:

- a) **Agreement Termination by the College** - Upon reasonable notice and for good cause, the College reserves the right to terminate this Agreement at any time. Examples of good cause include, but are not limited to:
- failure to make payment of required charges by announced deadlines
 - a change in student status
 - failure to attend classes
 - failure to comply with state or federal laws, residence area policies and regulations of the College
 - failure to admit an officer or agent of the College for reasonable inspection of the room for health, safety or sanitation standards
 - failure to comply with the direction or order issued by any officer of the College
 - possession, sale or use of drugs
 - tampering with life safety equipment or otherwise endangering the safety and/or security of other residents.

Should this Agreement be terminated, the student will be required to vacate the residence area immediately unless special permission, in writing, has been obtained from the Director of RPS or her designee. In the event that the resident does not vacate within the allowed time period, the lock will be changed at the resident's expense and any property of the resident remaining in the room may be treated as abandoned property and discarded. All charges for removal, disposal and storage of property will be assessed to the resident.

- b) **Student Request for Agreement Termination:** A resident may request, in writing, a release from this Agreement related to a change in academic circumstances (graduation, student teaching or internship program outside of Berkshire County) or an unanticipated personal hardship. Termination requests for the fall semester must be submitted prior to July 15th. Release requests for the spring semester must be submitted prior to November 15th. If granted, the resident will forfeit his/her RRD. (Note: Additional costs may be assessed to the resident as a result of such Agreement termination. Please contact the RPS office for additional information.)

9. Damages: The resident will be responsible for the condition of the room assigned to him/her and should carefully note the condition of the room on the Bedroom Condition Sheet (provided by the College at check-in) before signing and returning it. Failure on the part of the resident to complete a Bedroom Condition Sheet and/or arrange to have his/her bedroom inspected at the time of room change or departure will result in a bill reflecting the cost of all damages to the room. Any lack of cleanliness, damage, theft, vandalism or loss of College property, including loss of keys issued to the resident, will be billed directly to the resident, as applicable. Residents who are directly billed are required to make restitution within fifteen (15) days of receiving the bill. Damage to common areas within a residence area may be pro-rated among residents of the residence area or a specific portion of the residence area. An overall assessment of damages and a bill, based upon an itemized estimate of loss from damage, theft or vandalism, will be given to the resident within ninety (90) days of the expiration of the term of this Agreement. Residents who receive a damage assessment bill are responsible for making restitution within fifteen (15) days of receiving the bill.

10. Vacation/Break Periods:

- a) **Vacation Periods** - The residence areas will be open to residents during each semester except for vacation periods as specified in the current academic calendar. (The period of time between each semester is not considered a vacation period.) During vacation periods, the College may, with the resident's consent, use the resident's space. Under such circumstances, the resident agrees, upon reasonable notice, to remove personal belongings from the room. The College agrees to provide space for storage of the resident's belongings during the period when the room will be used by the College.
- b) **Semester Break** - During semester break, a period not covered by the terms of this Agreement, the College reserves the right to use the room as it deems necessary. The resident agrees, upon reasonable notice, to remove personal belongings from the room during such period.

11. Behavior:

- a) **Personal Accountability** - All residents are expected to have consideration and respect for fellow residents, as well as, for the physical property of the residence areas. Residents are accountable for any behavior which infringes on individual or group rights, and/or jeopardizes the health and safety of individuals and property. All residents must abide by the regulations in this Agreement, as well as those found in *The Student Handbook*, *The Resident Student Handbook* and any other College and state regulations. Individual residence area rules and regulations shall also be obeyed to the extent to which they do not conflict with the terms of this Agreement. Violation of these regulations may result in the resident's dismissal from the residence area or other sanctions in accordance with the College administrative and judicial procedures.
- b) **Fire Safety** - Setting fires, tampering with fire safety equipment, turning in false alarms or making a bomb threat will result in immediate suspension from the residence area. A resident who fails to evacuate the residence area immediately after a fire alarm or refuses to cooperate with residence area staff and security personnel may be suspended from the residence area.
- c) **Athletic Endeavors** - Athletic endeavors within or in the general area of the residence areas are prohibited unless authorized by the residence area staff.

12. Entry to Resident Rooms: Residential Programs & Services staff routinely conducts inspections prior to each vacation closing and at the start of the semester break. Residential Programs & Services will provide advance notification prior to entering resident rooms for any other inspections and/or health & safety audits. Authorized College personnel, however, may enter resident rooms without notice for maintenance and housekeeping purposes, fire & safety concerns, emergency purposes and if there is reasonable cause to believe that a violation of College rules or regulations is taking place. If, in the course of any entry pursuant to this paragraph 12, illegal or restricted items or materials are found, they will be removed and the affected resident(s) will be notified of the confiscation and face possible disciplinary action.

13. Personal Property: Residents are responsible for their personal belongings. Except as required by law, the College does not assume responsibility for loss of or damage to personal articles by fire, theft or any other cause including the failure or interruption of utilities. Residential Programs & Services recommends that each resident obtain some type of insurance coverage for their protection. Personal property left after the resident has vacated the room will be considered abandoned and discarded.

14. Cleanliness: Residents are responsible for their personal hygiene and the cleanliness of their rooms and must maintain reasonable sanitation and safety standards. Waste materials should be removed regularly. Residents are responsible for cleaning their rooms and assigned common areas. If the College must clean the room or assigned common areas, an appropriate charge will be assessed to the resident(s).

15. Pets: Fish may be kept with prior permission of roommates so long as the fish, bowls and tanks are properly cared for. For health and safety reasons, no other animals or pets of any kind are permitted at any time within the student areas of the residence areas.

16. Food Service: During their residency requirement, all on-campus residents must participate in a College-designated meal plan. The specific meal plan requirements for residency requirement students in each residence area are distributed each year during the housing assignment process. Enrollment in a meal plan for non-residency requirement students living in the residence areas is optional. Students must maintain the meal plan they are assigned to at the start of their occupancy throughout the period covered by this Agreement regardless of subsequent room changes. Individual exceptions to the above meal plan requirements may be granted under special circumstances by the Dean of Students. If a student withdraws from the College, the meal plan fee will be refunded in accordance with the College policy for refunds.

17. Keys: If assigned keys are lost or not returned at the time the resident checks out of his or her room, lock change charges and an improper check-out fee will be billed to the resident.

18. Visitation Policy: Residents are permitted visits from other MCLA students in accordance with the visitation policies in effect in each residence area. Residents are responsible and accountable for the behavior and actions of their guests.

19. Overnight Non-Residents: All persons who are not MCLA resident students who intend to stay overnight must complete an overnight guest pass. The guest must be escorted by the host at all times and the host is responsible for the guest's actions. Please refer to *The Resident Student Handbook* for specific policies related to building security, visitation and overnight guests.

20. Health Services: All residents are required to have an up-to-date physical examination, medical history form and a record of all required immunizations on file with Health Services. Residents are also required to be covered by some type of health insurance. College personnel will not be responsible nor liable for administering to a resident's medical needs.

21. Parking: MCLA has a limited number of parking permits available for on-campus students. The majority of these permits are distributed to returning students during the spring housing assignment process. All other permits for sophomores, juniors and seniors become available at the start of each semester through a parking permit lottery process. Freshmen are not allowed to park cars on campus. A small number of freshmen parking permit exceptions based on hardship are available each year. Please contact Residential Programs & Services for more information regarding this process. All residents with parking permits are bound by College parking regulations. These regulations are available at the Office of Public Safety. (Please note: The College cannot assume responsibility for any damage that may occur to vehicles parked in campus lots.)

22. Alcohol: Berkshire Towers and Hoosac Hall are alcohol-prohibited residence areas. Flagg Townhouse apartments where all assigned residents are 21 years of age or older may, with formal approval from the RPS office, responsibly consume alcohol in their apartments as long as no one under the age of 21 is present. Communal sources of alcohol such as kegs, beer balls and funnel-type devices are prohibited from the residence areas. Additional regulations concerning the consumption of alcohol are contained in *The Resident Student Handbook* and *The Student Handbook*.

23. Drugs: All illegal drugs and all drug-related paraphernalia are prohibited in the residence areas.

24. Smoking: Smoking is prohibited in all residence areas.

24. Weapons: The possession or maintenance of weapons or firearms of any nature or description (fireworks, any other device of any explosive nature, knives, bows, arrows, crossbows, slingshots or any other instrument which could be considered a weapon) is prohibited in or about the residence areas.

25. Cooking and Washing Appliances: The use of cooking, heating and washing appliances is prohibited in resident rooms.

26. Solicitations: Commercial activities, solicitations or advertisements are not permitted in or around the College residence areas except when permission has been specifically granted by the Director of Residential Programs & Services.

27. Use and Treatment of the Premises: No objects may be dropped or thrown from windows. Residents may not enter upon, cross or use rooftops or fire escapes in any manner without specific written authorization from the Director of Residential Programs & Services. Tampering with locks and altering or duplicating College keys are prohibited. Lounge furniture may not be moved into resident rooms. Removing window screens, sitting on window sills and leaning out of windows are also prohibited.

28. Reassignment of Room: The College reserves the right to require changes in room, apartment and/or area assignments in order to consolidate vacancies, address behavioral or safety concerns, and to maintain an educational environment conducive to intellectual and personal growth. Administrative staff will notify any resident whose assignment might be affected prior to taking such action.

29. Right to Increase Occupancy: The College reserves the right to increase room occupancy, so long as such an increase conforms with prevailing occupancy and health standards. In the event that the College does increase room occupancy, and the residents live in that increased occupancy room for forty-five (45) days or longer, the College will refund each resident in that room 20% of his or her semester's room rent. If, however, the College is able to offer the residents in the room an opportunity to reduce the number of residents in the room by facilitating a move to a vacancy elsewhere on campus within the forty-five (45) day period, the College is no longer obligated to provide a refund to the residents. Once the opportunity to reduce occupancy is made available, the College is no longer obligated to provide a refund, even if the residents decide to remain in an increased occupancy room voluntarily. The resident in the increased occupancy room who is required to move is the last one assigned to the room by Residential Programs & Services unless the occupants come to a different agreement.

30. Departure Upon Withdrawal: A resident who withdraws from the College during the period covered by this Agreement must turn in his/her keys, remove their belongings, arrange for a room inspection and leave the residence area within 48 hours.

31. Non-Transferable: A room may only be occupied by the person or persons who have been officially assigned there by the Residential Programs & Services office. A room assignment, the RRD and this Agreement are not transferable, and occupancy by a student or other person without authorization is not permitted. "Occupancy" is defined by the issuance of keys to the resident for a specified room and does not require the resident's actual physical presence and/or the resident's possessions. A resident may not transfer a room reservation or sublet a space in campus housing to another person.

32. Failure To Comply With This Agreement: The College reserves the right to dismiss a resident from College housing and/or deny that resident on-campus housing in the future if the resident has failed to comply with the terms of this Agreement, *The Student Handbook*, *The Resident Student Handbook* and/or the official rules and regulations of the residence areas, College or the Commonwealth.

33. Addenda: Residence area rules and regulations appearing in the most recent *Resident Student Handbook* and *The Student Handbook*, or as revised from time to time by the RPS office, are made a part of this Agreement.



Residence Area Occupancy Agreement
for the 2011-2012 Academic Year

Name: _____

Last First Middle Initial

Home Address: _____

Home Telephone Number: () _____ Cell Phone Number: () _____
Street City State Zip Code

MCLA "A" Number: _____ E-Mail Address: _____

Sex: M F Gender: M F Age: _____ Date of Birth: ___/___/___ Class Year (as of 9/11): FR SO JR SR

Student Status: _____ Returning Student _____ Readmit _____ Incoming Freshman _____ Incoming Transfer

What was/will be your first semester at MCLA? _____ Fall _____ Spring Year: _____

Expected Graduation Date: _____ Major: _____

MCLA Room Assignment: _____ MCLA P.O. Box #: _____ MCLA Phone #: _____

May we release your contact information to your assigned room and/or apt. mates? _____ Yes _____ No

Do you generally prefer a living environment that is: _____ Subdued & Peaceful _____ Active & Stimulating

Do you smoke? _____ Yes _____ No (Please note: All MCLA residence areas are smoke-free.)

Have you ever been convicted of a felony? _____ Yes _____ No (If yes, please attach a letter of explanation.)

Do you have a medical condition or disability requiring special living conditions? _____ Yes _____ No
(If YES, please download and complete the Special Housing Accommodations Request Form which is available on the RPS website.)

Emergency Contact: _____

Full Name Relationship Telephone Number

Massachusetts College of Liberal Arts, under the jurisdiction of the Board of Higher Education and the Massachusetts State College Building Authority, henceforth referred to as the College, agrees to grant the right of use and occupancy of one (1) residence area space to the above-named individual, henceforth referred to as the resident, for the full academic year (both fall and spring semesters) or portion thereof if the resident moves on campus after the start of the semester, subject to the condition that this agreement may be terminated and/or future agreements denied without further notice by the College should the resident fail to maintain him/herself as a full-time (nine or more credits*) student in good standing at the College, as defined in the College and residence rules, regulations and policies, or should the resident fail to comply fully with any of the following terms listed on the front and back of this Agreement. (*If a resident's course load falls to less than nine credits after the start of this agreement, the College reserves the right to decide whether or not this Agreement will continue to be honored.) This Agreement does not convey any tenancy or other property interest to you, the resident, it creates a licensor/licensee relationship subject to the Terms and Conditions of this Agreement.

Parent or Guardian Signature: Any resident who is not eighteen (18) years of age as of the date of signing this Agreement must have his/her parent or guardian also sign the Agreement.

I, the resident, certify that I have read and understood the conditions of this Agreement as contained on this form and that I have also received, read and understood the document entitled "Further Terms & Conditions." Furthermore, I certify I will abide by the provisions outlined in both documents, as well as, College and state regulations.

Signature of Resident Date Signature of Parent or Guardian

Signature of College Official Date

FOR OFFICE USE ONLY: C: _____ A: _____ D: _____ RR: _____ OFC: _____ T: _____
DEPOSIT: _____ CONTRACT: _____ ASSIGNMENT: _____