

# Southwestern College Housing Contract

Southwestern College hereafter called "the College," agrees to provide housing accommodations in accordance with the provisions of this contract. The Student agrees to abide by all terms of this contract. Housing accommodations are rented for the purpose of personal residence. They may not be sublet or used by residents or outside agencies for any commercial purposes without the written permission of the Director of Residence Life. Students living on campus must be registered at Southwestern College as a full-time main campus student or must have approval from the Dean of Students.

All full-time main campus students are required to live on campus except those who are married, veterans, twenty-one years old or older AND reached senior status, or live with their parents or legal guardians (within 50 miles of campus).

Students who are 24 years and older are exempt from residency requirements. This contract is not transferable.

**Contract Period** - This contract is for the academic calendar year except when the student completes graduation requirements midyear, or except when the student withdraws or is withdrawn from the College at the conclusion of a semester, or except when the student enters into the contract at the beginning of the second semester. The contract period excludes the break between the fall and spring semester and Spring Break except for students living in Honors and Warren apartments. The student will not be able to occupy a room prior to the official opening dates or after the closing dates as listed on the official college calendar. The student shall move into the assigned room no later than 5:00 p.m. the first day of classes each quarter. If the student cannot move in by this day, the student agrees to furnish prior written notice of late arrival to the Office of Residence Life.

**Housing Deposit** - All resident students are required to make and maintain a \$150.00 room deposit upon receiving a key. Against this deposit damages will be charged as described by the housing policies of the college. Upon checkout, the room/apt. the condition will be checked against the room inventory form for damages incurred. The room deposit remains permanently on account until the student moves off campus, withdraws from college, or graduates.

**Assignments** - The College reserves the right to make assignments and reassignments of accommodations. The college reserves the right to require single occupants of rooms to move together. These moves must be completed in accordance with procedures established by the Director of Residence Life.

**Cancellation of Contract** - The student may cancel this contract by giving written notice to the Director of Residence Life. The college reserves the right to terminate this contract under any of the conditions described herein. Any refunds for payments will be made in accordance with provisions of this contract.

If a student requests a room for a forthcoming semester and then cancels that reservation later than June 1 for the fall semester and the December hall closing date for the spring semester, a \$150 penalty is charged against the room deposit. After residence halls open for the term, a \$300 penalty may be charged to students who cancel their reservations before moving in. Students who move in and then decide to leave are charged the full room rate, but the room deposit is refundable.

The student may terminate this contract if officially withdrawing from the college. The student may terminate this contract to move off campus, if eligible, by giving written notice to the Director of Residence Life. No adjustment of charges will be made when a student remains at the college but moves off campus.

The college may terminate this contract if the student fails to fulfill financial obligations, or if the student violates any of the terms of this contract, any published college or housing policy, or if the student loses status as an enrolled student for any reason. The college may terminate this contract if, in the opinion of the Director of Residence Life, the room or residence hall should become untenable because of damage or destruction by fire or other casualty. In such case, the resident will be charged the room and board fees for the number of days in residence.

**Policy on Refunds** - Any student vacating campus housing before the end of his/her contracted period will be required to pay for the entire period. The marriage of a student during the semester and a desire to move out of on-campus housing will not be accepted as a basis for a refund. A resident who is suspended or expelled by the college or removed from campus living is not entitled to any refund.

**Vacating** - Upon termination of this contract for any reason, the student must vacate the apartment and/or residence hall within 24 hours. Contract period deadlines for vacating are listed on the official college calendar. Upon vacating, the student must follow official check out, procedures as stated in the "Residence Policies" section in the Code of Student Conduct listed online at [www.sckans.edu/policy](http://www.sckans.edu/policy).

**Guests** - Anyone not assigned to a specific room/suite/apartment is considered a guest. The student host is responsible for guests observing hall and college regulations. All guests must be escorted through the building by the resident host. Guest must be over the age of 18. Residents may have overnight guests of same gender in their room or apartment for a maximum of three nights and with the permission of the resident director. All policies regarding guests apply to family members. Babysitting is not permitted in residence halls and on-campus apartments.

**Upkeep** - The student is responsible for keeping the assigned room and its furnishings clean and orderly, for cooperating with roommates in the common protection of property, and for advising the college through established procedures of any deterioration or malfunction of facilities. The student shall neither disassemble nor remove any furniture or fixture provided with the room/suite/apartment. Further, the student agrees to utilize public areas of the campus and campus equipment and furnishings in a careful and proper manner and to contribute to its cleanliness and orderliness.

**Damage** - The student is responsible for the assigned room and its contents and will be charged for any damage occurring during the term of occupancy. Students who damage college property through negligence or willful actions will be financially liable and subject to disciplinary and legal action. If the identity of the person responsible for damage to college property in public

areas cannot be ascertained, the Director of Residence Life may prorate the cost to repair such damages among all or any portion of the residents of the hall or apartments. All damage charges will be assessed to the room deposit.

**Room Search Policy** – The Director of Residence Life and/or their designees as well as hall directors and security personnel has the right to enter any room or apartment and search its contents when there is reason to believe that there is potential danger to a person or property or when a violation of policy has occurred or is believed to have occurred. The student will receive verbal or written notice to indicate his or her room was entered. In addition, the housing staff has the right to enter rooms during breaks to unplug appliances and check for damages.

### **Facilities and Properties**

**Use of Facilities-** The College will, when necessary or desirable;

- a) Require students to move to other accommodation in order to vacate a building, floor, or wing.
- b) Change room assignments when vacancies occur in a double room. It is the student's responsibility in cooperation with the Residence Life Office to find a new roommate if his/her roommate moves out. If a roommate is not found, the remaining student must consolidate with another student or assume an increased rate. The college will not assume any financial responsibility due to room or roommate changes.
- c) Control the use of rooms, with medical direction, in the event of an epidemic.
- d) Have a staff member inspect all rooms for purposes of inventory, fire protection, sanitation, safety, maintenance, and policy enforcement.
- e) Change room assignment (1) for reasons for health, safety, or repair services; (2) for disciplinary reasons caused by student; or (3) for reasonable incompatibility of roommates.

### **Services by College**

The College agrees to provide utilities (including cable, and computer network service) at no additional charge to the student. The student agrees to use the utilities in a conservative, economic and efficient manner.

**Food Service** - All residents, except those residing in Warren and Honors apartments or those student teaching, must have a board contract. Residents who do not select a meal plan will be assigned the meal plan with the highest allotted of meal credits. Meal service dates are listed on the official college calendar.

**Laundry Services** - All residential students will be assessed a laundry fee each semester. Each residential building has a laundry facility available for the building's residents.

**Disruption in Service** - The College will not be liable for disruptions in service which are beyond college control and which are restored within a reasonable period of time.

### **College Liability**

**Personal Injury** - The College will not be liable for injuries (including death) which occur in its buildings or on its grounds.

Students and their parents are encouraged to carry appropriate insurance.

**Property** - The College will not be liable for theft, loss, or damage to any property belonging to, or in the custody of the student, including loss from fire, flood or wind storm. This applies whether such losses occur in student rooms, public areas, storage areas, or elsewhere in the hall or apartments. The student should keep doors locked to secure private property. Further, the college will not be liable for any property left in the building after a student vacates or is expected to vacate. The college reserves the right to dispose of such property through sale, donation, or in any other manner it deems appropriate. Students are encouraged to carry appropriate insurance (i.e. renters insurance).

### **Rules and Regulations**

*Upon the signing of this contract, the student agrees to abide by all college and residence life office rules, regulations and policies, including those contained in the Residence Policies section of the student handbook and the college catalog.* These rules, regulations and policies, along with any reasonable alterations, additions and modifications as might be made by the residence life office and properly communicated to residents, will be considered a part of this contract with the same force of effect as though written herein. Failure to observe residence life policies or general campus rules may result in eviction when deemed necessary by the Director of Residence Life. Notice of revocation of the contract will be made to the student in writing. After the college has made a reasonable effort to contact the student, and the student is not available to receive notice of revocation of the contract, the notice may be posted on the door to the student's room.

**Violation Penalty Agreement-**In the event that I incur penalties or fines associated with violations of campus policies (for example, \$150.00 fine for failure to complete assigned judicial sanction) or damage to campus property, I hereby give permission to Southwestern College to place said charges on my student bill.

I further acknowledge that I will read the student policies found on the Southwestern College website:  
(<http://www.sckans.edu/policy>).

### **Contract Enforcement**

**Waiver** - The failure of the college to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a waiver or relinquishment of the right to do so.

**Validity** - If any section or subsection of this contract becomes invalid, the validity or enforcement of the remainder of the provisions of the contract will not be affected.

**Renewal** - This contract shall automatically renew at the end of each fall semester unless the student notifies the residence life office by the semester end.