

NOTE: Students sign an electronic copy of this document when they complete their online housing application. This printed version is provided as a reference or for students residing in emergency housing. The contract dates noted in this document are no longer valid. Students will adhere to the dates posted in the Terms and Conditions of Residency Addendum.

chatham UNIVERSITY

OFFICE OF RESIDENCE LIFE – STUDENT AFFAIRS

TERMS & CONDITIONS OF RESIDENCY 2020-2021

This contract is for a bed space in Chatham University owned housing for the academic year (or balance thereof). It becomes legally binding (1) when completed, signed, and returned to the Office of Residence Life – Student Affairs (2) when the resident accepts a room key for a University residence or (3) when the resident signs their lease agreement. By signing this contract or by occupying a room, the student assumes responsibility for payment of the rates established by the University and agrees to all the terms and conditions contained within this document as well as the policies of Chatham University contained in the Student Handbook and Course Catalogue.

Violation of these terms and conditions or any other applicable rules, policies, or procedures incorporated by reference herein, or any other official University publication, such as the Student Handbook (available online), may subject the student to disciplinary action and/or fines; including, but not limited to, termination of the students' occupancy in a residence hall room/apartment and/or suspension or expulsion from the University.

ELIGIBILITY/ASSIGNMENTS

When concerning Chatham students, only full-time students who have made all required deposits, payments, and are in good academic, conduct and financial standing are eligible for housing. When concerning Non-Chatham residents, only residents who have made all required deposits and are not in delinquency of rent are eligible for housing.

- a) All undergraduate students living in the residence halls and the undergraduate apartment complex must purchase and use one of the residence hall meal board plans offered by the University.
- b) Upon withdrawal from the academic year housing contract, the student must vacate the room within 48 hours or by individual arrangements made with the Director of Residence Life.
- c) All students must have their account balance paid in full or be on a University sponsored payment plan. No student with an outstanding balance from a previous term will be permitted to reside or return to University owned or affiliated housing until the balance is paid in full with the Office of Student Accounts.
- d) The University requires documentation of immunization against measles, mumps, German measles, hepatitis B, and tuberculosis as a condition of attendance. All incoming students must submit proof of such immunizations. In addition, Pennsylvania law requires all students living in University owned or affiliated housing to certify that they have been immunization against meningococcal disease or have signed a waiver declining vaccination due to a medical reason (medical provider verified) or conflicts with religious or personal beliefs. Students should contact Student Health Services at HealthServices@chatham.edu if they have questions.
- e) The University reserves the right to relocate students should the need arise. The University reserves the right to assign students to any vacant space and without prior notice as necessary.
- f) Room changes are allowed with prior approval only. Only students assigned to a given room may reside in that room.

Roommate preference based upon race, color, religion, sexual orientation, socioeconomic status, physical characteristics, or national origin will not be accommodated; in addition, room changes will not be granted for any of the above reasons.

CONTRACT TERMINATION AND REFUNDS

The University establishes room charges for the academic year and the housing contract cannot be broken at any point of the academic year, except if the student officially withdraws from the University, is granted a leave of absence, or is granted

specific permission to do so from the Director of Residence Life or Dean of Students. A non-refundable housing reservation fee of \$150.00 must be made prior to room assignment.

If for any reason the student ceases to be eligible for residence, the student must promptly vacate the assigned space within 48 hours and cancel the housing contract with the Director of Residence Life.

If a student gives the University written notice of withdrawal prior to the first day of the fall term, the student will be refunded all advance payments of room and board except for the \$150.00 housing reservation fee. In the event of a cancelled housing contract after the start of classes, a prorated refund for room and board will be made according to the terms listed in the University refund policy (available in the Course Catalogue).

CONTRACT PERIOD/DATES

The housing contract begins at the time the student takes occupancy of the assigned space and extends for the academic terms only.

- a) 2020 Fall Term Housing opens to first-year and transfer students at 9 a.m. on **AUGUST 19, 2020** and to returning students at 9 a.m. on **AUGUST 22, 2020**. All residence halls and undergraduate apartments close for the fall term at 8 p.m. on **DECEMBER 11, 2020**. Students are not allowed to enter or occupy the residence halls after this time.
- b) 2020 Spring Term Housing opens to all undergraduate students at 9 a.m. on **JANUARY 5, 2021**. All residence halls and undergraduate apartments close for the academic year for students who are not graduating at noon on **APRIL 24, 2021**. All residence halls and undergraduate apartments close for graduating seniors at noon on **APRIL 26, 2021**. Students are not allowed to enter or occupy the residence halls after these times.
- c) Housing for the winter break, **DECEMBER 12, 2020 to JANUARY 4, 2021** may be available via registration on an as needed basis and with approval from the Office of Residence Life – Student Affairs.
- d) For all residents who are graduating and will therefore will no longer be residing in University owned or affiliated housing for the Spring 2021 term, fall move-out occurs at noon on **DECEMBER 12, 2020**. Key card access will no longer work after noon on the corresponding move-out day.
- e) For all graduate housing residents who reside University owned or affiliated housing and who plan to no longer occupy or were not approved for housing in the Summer 2020 extension, spring move-out occurs at noon on **April 26, 2021**. Your key access will no longer work after noon on the corresponding move-out day.
- f) The student will be billed \$50 per day (or part thereof) for occupancy before or after these published contract dates unless prior arrangements have been made and approval received from the Director of Residence Life or Dean of Students.

ABANDONED PREMISES

The University will consider the room to be abandoned if the tenant does not reside in the residence hall room/apartment or affiliated housing for more than two weeks without notifying the University. In such cases, the University may enter the room without liability and reassign the room for any portion of the term. The University will make reasonable attempts to contact the student to arrange for the exchange of any possessions left in the room/apartment. In the event that the student cannot be contacted or does not cooperate, the University will treat any possessions left on the premises as abandoned goods and make arrangements to remove said possessions from the abandoned room. The University shall not be obliged to hold the resident's property longer than 7 (seven) days after determining the room to be abandoned before disposing of it, with no liability to the resident. The resident shall assume the expenses for such removal of property and for the amount of time property was stored on campus.

CONDITION OF PREMISES/DAMAGE

By taking occupancy of the space, the student accepts its condition "as is" at such time and assume responsibility to maintain the space and any common areas in a clean, safe, and undamaged condition at all times. Each student will be required to complete a Room Condition Report (RCR) with a Residence Life Staff member at the beginning of the academic year. Any student who fails to complete the RCR within a week of taking occupancy will forfeit the right to document the condition of their room at the time of occupancy. The student further forfeits the right to appeal end of year damage or cleaning charges. At the end of occupancy, each room will be inspected and damage beyond normal wear and tear will be charged accordingly.

- a) The student shall reimburse the University upon demand for all damages for expenses which the University may suffer or incur for repair or a room or facility in the residence, for the repair or replacement of University provided furniture, caused by misconduct or neglect of the student or of the student's guest(s).
- b) Common areas, such as kitchens, bathrooms, and lounges, are the responsibility of all residents assigned to that building, apartment, and/ or room. If damages occur to common areas, all residents of that community will equally share damage costs if the responsible party is not found.
- c) When a student vacates the assigned space, the student must remove all personal property and leave the room, any common areas, and any furnishings clean and in the same condition they were in when they commenced occupancy. Any personal property left in the room or the common areas will be promptly removed at the student's expense.
- d) The student shall not alter the room or other facilities of the residence (including but not limited to painting walls, putting nails in wall, and removal of University furnishings) in any way without the prior written consent of the Director of Residence Life.
- e) Failure to pay any damage fees may be cause for refusal to permit registration or other such action as may be determined appropriate by the University until fees owed are paid in full.
- f) Furniture in residence hall/apartment rooms may not be removed or altered without the prior permission of the Director of Residence Life.

*Costs of labor and repair or replacement of damaged items is determined in conjunction with the Director of Facilities and based on actual cost to replace, repair or clean the area or item(s).

Any of the other occupants, furnishings, and features of the room shall be assigned and may be changed only by Chatham University at any time at its discretion.

PERSONAL PROPERTY: INDEMNITY

The University will not be liable, either directly or indirectly, for any loss by theft of personal property by residents or their guests or for any damage or destruction of such property by fire, water, or any other cause. The University advises that students insure personal property against loss, damage, or destruction arising from any cause.

Students shall indemnify, defend and save harmless the University from any claim, loss, damage, liability, or expense (including without limitation reasonable attorney's fees and court costs) arising from a) any breach by student of the University's terms, conditions, or rules, whether contained or otherwise incorporated by reference in these Terms and Conditions and b) any injury to the student or any other person, including but not limited to any guests of the student, or property occurring in, on or around the residence hall/apartment area.

COMPLIANCE WITH APPLICABLE RESIDENCE

Students are required to comply with federal, state, and local laws as well as all residential policies and procedures established by the University and the Residence Life staff included in this contract, in other official University publications such as the Student Handbook and assumed under this contract by reference. Such policies and procedures are available from the appropriate University offices. Students are responsible for informing themselves of such policies and procedures.

Air Conditioners

The University prohibits the use of all types of Air Conditioning units. Exceptions are provided by the Medical Accommodations Policy. All accommodation requests must be submitted to the Assistant Director of Residence Life prior to each academic year. *See the Student Handbook for more information.*

Alcohol and other Drugs

The University prohibits the use, possession or sale of illegal drugs and the possession or purchase of alcohol by any person less than 21 years of age. This include the use, possession or sale of marijuana whether for recreational or medicinal purposes.

Guests

The student is responsible for the conduct of any guest(s) at all times. All guests must comply with University policies and procedures. No co-habitation is permitted; overnight guests are permitted no more than three consecutive nights (First-year students may not have overnight guests until September 25, 2020). Visitation is only allowed with the consent of any/all roommates. All students residing in residence halls must sign-in their guests at all times at the sign-in desk.

Residents must sign-in guests with the Desk Attendant between the hours of 8:00 p.m. to 12:00 p.m. Sunday to Thursday and 8:00 p.m. to 1:00 a.m. Friday and Saturday.

Fire Safety

No candles and/or incense, wax warmers, decorative, religious, or otherwise, are permitted in student's residences. Failure to evacuate during a fire alarm and theft, tampering, or improper use of fire fighting, detection and/or alarm equipment is strictly prohibited. The University prohibits the use or possession of firearms, fireworks, or any type of weapon.

Pets

No pets are permitted in student residences in the residence halls/apartments, with the exception of aquarium fish in a tank no larger than 25 gallons.

As every community is directed by changing needs, policies, and procedures are subject to periodic change. The student agrees that they will abide by all residence hall/apartment policies and regulations as they appear in the Student Handbook and any supplements to the handbook that may be issued.

UNIVERSITY RIGHTS OF RESIDENCE

The University reserves the right to take the necessary and appropriate action to protect the safety and well-being of the residence hall/apartment community. This includes the right to terminate this contract or retake possession of a student's room should the student fail to maintain themselves as a student in good standing with the University regulations, or fail to comply fully with the terms of this agreement.

RIGHT TO ENTRY

The university reserves the right to enter any residence area, room or apartment for any of the following reasons: Maintenance; inspection; repair; in cases of clear emergency; to assume compliance with federal, state, and local laws and University policies; where there is cause to believe violation has occurred or is taking place; or, to aid in the responsibility of the University to maintain an educational atmosphere.

- a. Keys and University Identification cards that have been coded for residence hall access may not be used in a negligent manner.
- b. Keys may not be duplicated or transferred to anyone other than the resident student who signs for them.

If the University has cause to believe a violation has occurred or is taking place, the University has the right to conduct a room search (most likely in the case of suspected illegal drug and/or alcohol possession and/or use). The University recognizes its responsibility to respect the right of the residential student not to have their privacy disturbed.

Please read and sign this document to serve as your contract for housing with Chatham University. Inserting your Chatham University ID number serves as your electronic signature.

I have read this contract and by inputting my Chatham University ID number, I indicate my understanding of and intended compliance with all policy and procedures contained herein.

Note: You can view your Chatham University ID number on **myChatham** under *My Tools*.

Chatham University ID Number: