

2020-2021 RESIDENCE HALL CONTRACT - TERMS AND CONDITIONS

1. Housing Reservation & Occupancy

The initial \$125 deposit becomes a housing deposit on the first day of occupancy and will appear on the first semester on the resident's tuition statement; this amount less any charges will be carried forward for returning residents. **Housing is reserved when you have been admitted to CSM, submitted the housing deposit, and completed the housing application.** Occupancy is defined by issuance of a key to the student for a specified room and does not require actual physical presence by the resident and/or her possessions. CSM reserves the right to refuse housing and dining privileges to any person. For returning residents, Residence Life staff will review all housing applications to determine eligibility based on students' history of residential conduct and history of health and safety checks during prior occupancy. CSM reserves the right to add to or change terms and conditions of residency when needed.

Residents must be registered and have completed their Semester Financial Arrangement (SFA) each semester to move in to the residence halls.

Subleasing of rooms is strictly prohibited. No one other than the assigned residents specified by Residence Life Staff may reside in the residence hall room. Resident agrees that only the residents assigned to this room shall live in this residence room.

2. Length of Agreement

A resident agrees to reside in the residence halls for the entire academic year (Fall and Spring Semester), or the remaining portion of the academic year if the student moves into the residence halls after the academic year begins. Exceptions must be approved by the Director of Residence Life and/or the Associate Dean of Students.

3. Who May or Must Live in the Residence Halls

- a) All **first or second-year students who are full-time undergraduate students under the age of 21 ARE REQUIRED** to live in the residence halls unless they meet one of the following exemptions, have submitted the Required Residence Exemption/Exception Form, and have received approval from the Director of Residence Life one month before classes begin each semester.

Exemptions:

- Married or has dependents
- Transfer student with junior status (60+ credit hours. This does not include first or second year students who have transferred in college credit from high school).
- Student who is over 21 years of age
- Living at home with parents within a 40-mile radius of College of Saint Mary

First or second-year students who do not meet any of the above exemptions and want to request an **exception** from the required residence policy should complete the online Required Residence Exemption/Exception form and attach a typed letter of explanation and any necessary documentation to it, submitting by July and return to College of Saint Mary Residence Life by **July 10, 2020** for request for the fall semester and by **November 27, 2020** for the spring semester.

- a) Students receiving room and board as part of a scholarship or grant **ARE REQUIRED** to live in the residence halls. Should scholarship or grant students receiving room and board funds choose to live off campus, they will forfeit the scholarship or grant dollars that fund room and board.
- b) **Full-time** undergraduate students at College of Saint Mary have first priority for all on-campus housing.
- c) Campus housing is restricted to full-time students studying for undergraduate degrees at CSM. However, if a student completed her undergraduate work at CSM and is continuing on as a full-time student for a graduate degree at CSM, she may live in the residence halls for the duration of her graduate studies. This is only applicable for students who have been living on campus and are renewing the contract for the following year.
- d) For returning residents, Residence Life staff will review all housing applications to determine eligibility based on students' history of residential conduct and history of health and safety checks during prior occupancy.
- e) Students who are over the age of 35 prior to August 1 of the contract year may not reside in the residence halls at College of Saint Mary.
- f) **All students living in the residence halls MUST participate in CSM's full board plan described in #4.**
- g) **The following requirements are for Mothers Living & Learning Residents ONLY:**
 - a. New Mothers Living & Learning residents are required to attend Community Days (August 17-21, 2020), and must make arrangements for childcare during these days.
 - b. New Mothers Living & Learning residents are required to enroll in and pass IDS 160: The Successful Single Mother.
 - c. Mothers Living & Learning students may have up to two children under the age of 10, all children must be over 6 weeks old by the move-in date.
 - d. Mothers Living & Learning students must submit immunization records for all children prior to move-in and at the beginning of each semester or when requested by the Director of Residence Life.

4. Provisions

All students living in College of Saint Mary residence halls are automatically enrolled in the full board plan, with no exceptions. Students who have special schedules should contact the University food service to make other arrangements for receiving their meals. The University food service will make reasonable accommodations for students with food allergies and other dietary restrictions with appropriate medical documentation. The dining hall provides meals Sunday through Saturday at various times. Food service is **not available** during selected holidays including, but not limited to: Thanksgiving, Christmas, Spring, and Easter breaks.

5. Room and Roommate Assignments

Assignments for new students are made on the basis of the date of receipt of the application and deposit to Residence Life; assignments for returning students are made through a spring room selection process. Students who would like to room together must both indicate this request on the Housing Application or contact the Director of Residence Life, in writing. Otherwise they will be assigned roommates based on the information submitted online in the questionnaire portion of the housing application. All attempts will be made to honor roommate requests if the applications are received by **May 29, 2020** and both individuals have requested each other. While every effort will be made to honor student preferences for residence hall assignment and roommate choice, final

determination is made by the University. **CSM reserves the right to change a student's room assignment at any time.** Single room requests will be honored according to a priority system which first gives preference to students by grade classification, (Senior, Junior), semesters lived in the residence hall, and then by date of processed housing application and paid housing deposit. **Students who have a double room/suite and lose their roommate may be asked to move to another room or accept a new roommate. If space is available, students of senior status or higher may opt to keep their room at the single rate from the date the roommate moved out. It is the responsibility of the student to contact the Hall Director for her building if interested in checking whether this would be available to her. Please note Madonna Hall does not provide single suite options or rates.**

6. Residence Room Furnishings

College of Saint Mary provides the following in each student room: beds, desks, chairs, closets/wardrobes and window blinds in all halls. Additionally, students in Lozier and Maryview at the Villa are provided with dressers. Residents must furnish their own bed linens, blankets, bedspreads, towels, pillows, lamps, and personal accessories. Residents in Madonna Hall must furnish their child/children's bed(s) and shower curtain. Storage is not available for University-owned furniture or student possessions outside of a resident's room. College of Saint Mary and the Department of Residence Life are not responsible for the security of students' personal possessions. The resident agrees to indemnify and hold College of Saint Mary harmless from any loss, lawsuit, or damages incurred as a result of any loss or damage sustained by action of any party, fire, water, theft or the elements, or for loss of any articles from any cause from said property or any other portion of the premises. **The University strongly encourages students to purchase renters insurance.**

7. Conduct Expectation

A high standard of conduct is expected of residents at all times. Residence Halls provide an experience in community living; therefore, residents must respect the rights of one another. Policies and regulations are established for the health, safety and welfare of all residents. The University reserves the right to make periodic, announced inspections of the residence hall rooms to ensure against major maintenance or cleanliness problems. Authorized personnel of the University may enter the resident's room unannounced, for reasons of health, fire, safety or general welfare, (this includes suspected policy violations,) or to make necessary repairs to the room and room equipment. Maintenance requests by residents shall be considered permission to enter. Policy violations discovered by the University may be noted and forwarded to the student conduct process. Rules and policies are stated in the College of Saint Mary Catalog, the Student Handbook, the Residence Life Policy Handbook, and during hall and floor meetings. CSM may terminate this contract at any time for violation of residence hall or CSM rules or regulations, or for conduct which is otherwise detrimental to the resident, other residents, or the community living environment. **Any contract that is terminated for conduct issues will be not be eligible for a refund of room/board costs.**

8. Residence Hall Closings

The residence halls will be **CLOSED over Christmas break**, beginning *Friday, December 18, 2020, 5 p.m.* and will re-open *Sunday, January 10, 2021 at 1:00 p.m.*, for returning students. The board plan ends at noon on the last day of exams and will resume for dinner on Sunday, January 10, 2021.

Students who request semester break housing by the dates determined and advertised by the Residence Life staff and who stay on campus from January 4, 2021 at 1:00 p.m. to January 10 will be

charged \$40.00 for break housing. Students who request semester break housing are not guaranteed approval to stay. The Director of Residence Life will take into consideration any conduct or community issues with the resident. Break housing will only be available to fall residents who are registered and made semester financial arrangements for spring semester by Friday, November 27, 2020. Note that Break housing does ***not include the period from Friday, December 18, 2020 at 5:00 p.m., through Friday, January 4, 2021 at 1:00 p.m.*** to prepare for the holiday closing of the University and no residents may stay in the residence halls for security reasons during that time period.

Students may remain in the residence halls for Labor Day, Fall Break, Thanksgiving Break, Spring Break and Easter weekend if they sign up with their Resident Advisor by the deadline provided by the Residence Life staff and follow all break policies. The residence halls will close at the end of the academic year on Friday, May 15, 2021 at 5 p.m.

9. Academic Progress During Residency

It is expected that all residents attend classes regularly, carry a minimum of 12 semester hours, and show academic progress towards a degree. A student who carries less than 12 semester hours prior to November 1st for fall semester or April 1st for spring semester must receive written approval from the Director of Residence Life & Community Standards if she wishes to continue to live on campus. ***Failure to attend classes on a regular basis or dropping below the required credit load may result in cancellation of a housing contract, without the return of the housing deposit or room/board costs.***

10. _____ (Initial) Release from Contract and financial obligations upon Release

Canceling the Contract: Prior to beginning classes at CSM, the student must notify the Director of Residence Life *in writing* by June 30, 2020 (fall semester) or November 27, 2020 (including incoming spring residents), to have the Housing Deposit refunded. Terminated contracts after these dates may be charged a \$500.00 contract breakage penalty.

Termination of Contract: CSM residents who vacate their residence space after occupancy commences, but within the first three weeks of classes, will be charged a \$500.00 contract breakage penalty.

- Contract break during 1st week of classes: 100% charges refunded, \$500 contract breakage penalty applies, housing deposit not refunded
- Contract break during 2nd week of classes: 75% charges refunded, \$500 contract breakage penalty applies, housing deposit not refunded
- Contract break during 3rd week of classes: 50% charges refunded, \$500 contract breakage penalty applies, housing deposit not refunded

After the 3rd week of classes, students will be responsible for the semester's housing costs and the housing deposit will not be refunded. Therefore, the \$500 contract breakage fee will not apply after the 3rd week of classes.

Any remaining portion of the refunded housing deposit will be applied to this charge. Any charges listed below in the Housing Deposit section will also be taken out of the refunded housing deposit. The resident must turn in all keys and properly check out with Residence Life staff before she will receive a refund (if any). Contracts that are terminated for conduct issues will not be refunded housing charges or the housing deposit, and any improper checkout or damage charges will apply. Residents are also charged for any damages to the room.

Proper Check Out after Termination of Contract: Residents who have terminated their contract or been dismissed from the College must check out of their college residence within 48 hours. Residents who do not properly check out of the residence halls will be charged a \$40.00 improper check out charge, and cleaning penalties may be assessed after the condition of the room is reviewed. Proper check out is outlined in #11. Housing charges will accrue until all keys are returned and check out paperwork is signed or until a professional staff member files an improper check out charge. If the resident leaves any personal items, they will be removed from the room and donated within 48 hours, locks will be changed and access cards deactivated at the resident's expense. This includes residents who do not return for the spring semester.

Housing Deposit- College of Saint Mary will refund the housing deposit, less any charges, electronically within 60 days after a resident checks out of her room properly. Improper check-out may delay the refund (if any).

Before refunding, the housing deposit will be first applied toward:

- 1) Damages or theft caused to an individual's room, the hall or its furnishings
- 2) Replacement of keys (room, cubby, access card, etc.)
- 3) Improper check-out (could include failure to complete sign out form)
- 4) Removal of resident property by staff and/or any cleaning and repairs
- 5) Remaining room and board charges or other remaining balance for any outstanding CSM bills

If the charges enumerated above exceed the deposit amount, the student will receive a bill for all additional charges.

11. _____ (Initial) Checking In & Checking Out Procedures

Every residence hall student is responsible for checking in and out properly. **When checking into her room, the resident must complete and return emergency notification information, contract agreement, missing student, and a residence hall room condition form to the Residence Advisor (RA) on her floor.** The room condition report will be e-mailed to the student via her CSM e-mail account as a PDF after move-in, and instructions for returning this will be provided.

To check out properly, the student must make an appointment with her RA or a Residence Life staff member within 48 hours of termination of contract or dismissal from the College. At that time, Residence Life staff will do a thorough walk-through of the room (including Madonna suite space) and document any damages that occurred while the student lived in the room, gather all residence hall keys including access card, and have the departing resident fill out a change of address form. Members of the Residence Life staff have the right to assess charges based on the room's condition, the information on the room condition report form, and whether or not the resident checked out properly. Failure to check out properly will result in a \$40.00 charge for administrative costs resulting from improper checkout. If a resident does not return any key (room, access card, building, or other) there will be a charge for each key. Lost room or cubby keys will result in a lock change and \$40 charge. Lost access cards will be deactivated and a \$15 charge will be applied for each. Any resident who has checked out, left, or been removed from the College and has left personal property in the room will have that property removed from the room and donated within 48 hours. All incurring expenses will be the responsibility of the resident.

12. _____ **(Initial) Meningococcal vaccine:** College of Saint Mary requires that all students entering the University be immunized against measles, mumps, and rubella. Additionally, because persons living in communal environments are seen to be at a higher risk for contracting meningococcal disease, students residing on campus are required to be vaccinated against meningococcal disease. Residential students must provide proof they have received one dose of the MCV4 vaccine within the last 5 years. College of Saint Mary reserves the right to deny access to campus facilities, including residence halls, if documentation of compliance has not been received. Additional information about vaccination requirements can be found on the [CSM website](#).

13. _____ **(Initial) Residence Hall Handbook:** Residence Hall occupancy shall be subject to all rules and regulations of College of Saint Mary, including those stated in the Student Handbook and Residence Hall Handbook, during hall and floor meetings, and those otherwise specified by Residence Life staff.

I have read and understand the content of the College of Saint Mary Housing Contract and I also understand that I will be responsible for reading the contents of the Residence Hall Handbook which will be provided to me at the beginning of the year via email and available online. I agree to abide by the terms and conditions of this contract, handbook, as well as other policies of the College of Saint Mary.

Signature of Student

Date

Print Name of Student

Assigned Room and Number

IF STUDENT IS UNDER 19 YEARS OF AGE, PARENT OR GUARDIAN MUST SIGN BELOW:

Signature of Parent/Guardian
(Nebraska State Law requires parent's signature if daughter is under 19 years of age.
Thank you for your compliance.)

Date