RESIDENCE HALL CONTRACT - TERMS AND CONDITIONS

Complete and return the signed Residence Hall Contract, Emergency Contact form, Personal Preference form and one copy of this Terms and Conditions to: Director of Residence Life, College of Saint Mary, 7000 Mercy Road, Omaha, NE 68106.

New residents must include a $125 housing deposit. Materials received by May 1, 2010 will receive priority consideration.

1. Housing Reservation & Occupancy

The initial $125 deposit becomes a security deposit on the first day of occupancy and will not appear on the RESIDENT’s tuition statement; this amount less any charges will be carried forward for returning RESIDENTS. Housing is not reserved until signed contract forms and deposit are received by College of Saint Mary (CSM), and admission to CSM is approved. 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. 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 live in the residence halls. Meal cards will be deactivated for any RESIDENT who has not completed her financial arrangements by the first day of the second week of classes, and she will not be able to use the dining hall until the SFA is complete. Any student who has not completed her SFA by the first day of the third week of classes may be withdrawn from CSM and required to move out of the residence halls within 3 days. The housing deposit will not be refunded.

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, 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 a committee overseen by the Assistant Dean of Students.

3. Who May or Must Live in the Residence Halls

a) All First or Second-Year Students 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 received approval from the Assistant Dean of Students 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 are 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 Required Residence Exemption/Exception form, attach a typed letter of explanation and any necessary documentation to it, and return to the Assistant Dean of Students by July 15th for the upcoming fall semester and by December 1st for the upcoming spring semester.

b) 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.

c) Full-Time Undergraduate Students at College of Saint Mary have first priority for all on-campus housing.

d) All students living in the residence halls MUST participate in CSM’s full board plan described in #4.


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 college food service to make other arrangements for receiving their meals. The college food service will accommodate students with food allergies, with appropriate medical documentation. The dining hall provides meals Sunday through Saturday at various times. Food service is not available during academic breaks and holidays including, but not limited to: Labor Day, Fall, Thanksgiving, Christmas, Spring, and Easter breaks.

5. Room and Roommate Assignments

Discrimination will not be tolerated when making room 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 Personal Preference form or contact the Director of Residence Life, in writing. Otherwise they will be assigned roommates based on the information submitted on the Personal Preferences form. All attempts will be made to honor roommate requests if the applications are received by May 1, 2010. While every effort will be made to honor student preferences for residence hall assignment and roommate choice, final determination is made by the college. 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, Sophomore, First-Year) and then by date of processed and deposit-paid contract receipt. Students who have requested a double room and lose their roommate may be asked by the college to move to a single room.

6. Resident Room Furnishings

College of Saint Mary provides the following in each student room: beds, dressers, desks, chairs, closet(s) and window blinds. RESIDENTS must furnish their own bed linens, blankets, bedspreads, towels, pillows, lamps, telephones and personal accessories. Storage is not available for college-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 college strongly encourages students to purchase renters insurance.

7. Conduct Expectation

A high standard of conduct is expected of RESIDENTS at all times. Hall life is 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 college 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 College may enter the
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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 request by RESIDENT’s shall be considered permission to enter. Policy violations discovered by College personnel may be noted and forwarded to proper staff for disciplinary actions. Rules and policies are stated in the College of Saint Mary Catalog, the Student Handbook, the Residence Life/MLL 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, the RESIDENT will lose their housing deposit.

8. Residence Hall Closings
The residence halls will be CLOSED over Christmas break, beginning Saturday, December 18, 2010 at noon and re-opening Wed., January 5th, 2010 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 the day before the first day of classes.

Students who request semester break housing by the dates determined and advertised by the Director of Residence Life and stay on campus from December 18th to December 22nd at noon will be charged a $20.00 break housing fee; students who stay on campus from January 3rd at 1:00 p.m. to January 5th will be charged a $10.00 break housing fee. Students who request semester break housing are not guaranteed approval to stay. The Director of Residence Life will take into consideration any disciplinary or community issues by the resident. Rooms for semester break may be available only on designated floors of the residence halls. Break housing will only be available to fall residents who are registered and made semester financial arrangements for spring semester by Wednesday, December 8th. Note that Break housing does not include the period from Wednesday, December 22nd, 2010 at noon, through Monday, January 3rd, 2010 at 1:00pm as college offices are closed 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 RA by the deadline and follow all break policies. The residence halls will close at the end of the academic year on Friday, May 13, 2011 at noon.

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 must receive written approval from the Assistant Dean of Students 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.

10. 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 postmarked by June 30, 2010 (fall semester) or December 1, 2010 (spring semester only), to have the Housing Deposit refunded.

Termination of Contract (Broken contract without approval): For RESIDENTS who cease to be students at CSM, room charges are refunded on the same percentage basis as tuition. These percentages are contained in the CSM Drop/Add Policy, which is available in the CSM Express Center. Board charges are refunded on a prorated basis at the end of the week which occupancy ends. Refund amount of room and board charges are determined by the date the RESIDENT checked out of the residence hall; the RESIDENT must turn in all keys and properly check out with Residence Life staff before she will receive a refund. Contracts that are terminated for judicial issues will have the same refund procedures.

For RESIDENTS who remain enrolled at CSM but who vacate their residence space after occupancy commences within the first week of classes will be charged $500.00. After the first week of classes, charges are refunded on the same percentage basis as tuition. Students who contract for the entire academic year and who break their contract for the spring will automatically be charged $500.00 for the spring semester.

RESIDENTS who do not properly check out of the residence halls will be charged the housing cost until all items are removed from their room and they properly check out. If the RESIDENT is no longer a student at CSM, items will be removed from the room, locks will be changed and access cards deactivated at the RESIDENTS expense. This includes RESIDENTS who do not return for the Spring semester.

Release from Contract (Broken contract with approval): A RESIDENT may make a formal written request to the Assistant Dean of Students to be released from her contract. If the Assistant Dean of Students grants an APPROVED RELEASE from this Contract, the student will be charged $500.00, forfeit her security deposit of $125.00 and be charged for any damages.

Housing Reservation and Security Deposit – College of Saint Mary will refund the security deposit, less charges, by mail within 60 days after a RESIDENT checks out of her room properly. Improper check-out will delay the refund (if any). Any RESIDENT who breaks her housing contract or has it terminated for cause before the end of the term for which she contracted, will forfeit her $125.00 security deposit as a Broken Contract charge.

Before refunding, the housing deposit will be first applied toward:
1) $125 Broken Contract charge (even when granted a release from the required residency policy, the contract, or leaving CSM)
2) Damages or theft caused to an individual’s room, the hall or its furnishings
3) Replacement of keys, room, access card, etc.
4) Improper check-out (could include failure to complete Residence Hall inventory form)
5) Removal of resident property by staff and/or any cleaning and repairs
6) 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. 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 an emergency notification card and a residence hall inventory form to the Residence Advisor (RA) on her floor. It is especially important that the room inventory form be completed as it details the condition of the room and the property in it prior to occupancy.

To check out properly, the student must make an appointment with her RA or a housing staff member. At that time, housing staff will do a thorough walk-through of the room and document any damages that occurred while the student lived in the room, gather all residence hall keys, and have the departing resident fill out a change of address form and residence hall survey. The Director of Residence Life has the right to assess charges based on the room’s condition, the information on the residence hall inventory form, and whether or not the resident checked out properly. Failure to check out properly will result in a $40 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 $25 charge for each key and a $10 charge for each access card. Any resident who has checked out, left or been removed from the college and leave personal property in the room will have that property become college property after 48 hours unless previous arrangements were made. All incurring expenses will be the responsibility of the resident.

12. Meningococcal vaccine - I have read and understood the information enclosed with this contract on meningococcal disease and the risks of contracting it. I also understand that there is a vaccine that I may receive for the prevention of meningitis. Although CSM does not require the vaccine to live in the residence halls, Nebraska State Law LB 513 requires all colleges to inform students about the risks of the disease and that a vaccine is highly recommended.