# RESIDENCE HALL AGREEMENT

This **RESIDENCE HALL AGREEMENT** ("Agreement") is entered into by and between \_\_\_\_\_Community College ("College"), and the Student designated below ("Student"). In consideration for a residence at the College for the semester(s) of the academic year designated below, Student agrees to abide by the following terms and conditions.

## 1. DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

- A. Residence Hall All portions of a building, as well as its immediate outside surroundings, whether on or off campus, made available by the College for student living accommodations.
- **B. Common Areas** Lobbies, lounges, stairwells, hallways, laundries, bathrooms, exercise rooms, basements, walkways, lawns and parking areas.

# 2. TERM OF AGREEMENT

This Agreement governs the above academic semester(s) set forth below and is not transferable except to room reassignments made by the College. This Agreement will immediately terminate in the event of Student's withdrawal, suspension or dismissal from the residence hall or the College. Student agrees in any such instance to vacate the residence hall at the time set by the College, not to return or to return under penalty of trespass.

### 3. CHARGES

### A. ROOM FEES

Room fees are based upon College policy. Student agrees to consult the Bursar's Office for Student's specific fees, room deposits and refund policies. Student further agrees to pay such fees and deposits prior to registration for each semester, and to accept such refund policies.

### B. DEPOSIT

Student agrees to pay a deposit of \$\_\_\_\_\_\_ prior to taking possession of a room. This deposit will be returned to Student upon termination of the Agreement if at such time: 1) Student's room and common areas of the residence hall are found in the same condition as when the Student first took possession, normal wear and tear excepted; and 2) if the Student has settled in full all accounts and debts owing to the College, including, but not limited to, all charges, costs, assessments, fees and fines.

# C. ROOM AND COMMON AREA ASSESSMENTS

Student agrees to pay for all loss or damage, normal wear and tear excepted, that the College determines the Student caused to the floors, walls (including tacks, nails and tape), windows, ceilings, appliances (if any), fixtures, furnishings, plumbing, electrical wiring or other College property in the residence hall. If it cannot be determined who caused such loss or damage, Student agrees to pay to the College the labor and material costs of such repair and cleaning, prorated as deemed appropriate by the College among, if a room, each resident of the room or, if a common area, each user of that common area.

# 4. ROOM ASSIGNMENTS

The College reserves the right to make all room assignments and reassignments as it may deem in the best interest of the College. Student agrees not to change his/her room assignment without approval of the College, and agrees to use the room only as a student living accommodation.

# 5. ACADEMIC REQUIREMENTS AND PROHIBITED CONDUCT

While a resident, Student agrees to remain enrolled as a full-time student in good academic standing at the College. Student agrees to behave with proper regard and mutual respect for other students, residents, guests, resident advisors, custodians, other College personnel, residence hall neighbors and their respective property. Student further agrees while in the residence hall not to engage in conduct prohibited by the Student Code of Conduct, Residence Life Guide or other rules of the College and, in particular, not to:

- A. use, consume or possess alcohol or unlawful drugs or paraphernalia;
- **B.** smoke in the residence hall;
- **C.** use offensive, derogatory or vulgar language towards the resident advisors, resident director, custodians or other College personnel;
- D. remove College furniture from its assigned room or remove screens from windows;
- E. alter or tamper with any wiring in the residence hall, or install or maintain any temporary wiring, exterior television or radio antennas of any type;
- F. keep any pets, animals, waterbeds, chain saws, bicycles, tires, automobile parts or other items deemed by the College to be a nuisance;
- **G.** throw snow, water, food or other material that may harm an individual, require extraordinary cleaning or damage to the inside or outside of a residence hall;
- H. tamper in any way with fire alarms, hoses, extinguishers, smoke detectors, sprinklers or emergency exits;
- I. display any College, municipal, state or federal signs;
- J. operate commercial enterprises of any kind;
- K. possess or store any firearm or weapon;
- L. cause any unreasonable volume of music or noise;
- M. violate College or Maine Community College System Computer and Internet Use Policies;

- **N.** move or remove ceiling tiles in rooms or hallways; and
- **O.** affix any item to or over the windows of a room or a lounge area.

# 6. COLLEGE ACCESS TO ROOMS

The College reserves the right to regulate the use of the residence hall in accordance with the rules and regulations of the College. Inspections may be held without prior notice to or consent from the Student to ensure compliance with those rules and regulations. The College shall have the right of access to all rooms for the purpose of making routine or emergency repairs as necessary without prior notice to or consent from the Student.

### 7. KEYS

Student agrees to use all due care in maintaining keys to the residence hall and to Student's room, and agrees to reimburse College for all costs, such as key and lock replacement, associated with Student's loss or misuse of keys.

### 8. CABLE TELEVISION AND TELEPHONE

Cable television and/or telephone connections may be available for additional fees. For more information, Student should contact the Director of Housing and Residence Life. Student agrees to obtain College approval before securing such services, and to pay for all related expenses and charges associated with the installation, use and repair of these services.

### 9. VACATIONS AND EXAMS

Student agrees not to remain in the residence hall at any time during vacations or to return prior to official opening without prior permission from the College. Student further agrees to vacate the residence hall by 5:00 p.m. of the last day of each semester.

#### 10. GUESTS

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Student agrees to be fully responsible for Student's guests who engage in conduct prohibited for residents. Student may have guests stay overnight provided their guests are registered with the College; the College so approves; and the Student completes the required forms.

### 11. VEHICLE USE AND PARKING

Student agrees to operate any motor vehicle on or near the College campus in a safe and prudent manner. Violating posted speed limits, operating in undesignated areas or causing excessive noise are grounds for parking restrictions and/or contract cancellation. Student further agrees to park vehicles only in designed parking areas, and not on walkways, lawns, fire lanes or roadways. All vehicles must be registered with the College and operated in accordance with College policy and all applicable laws.

# 12. PROCESS FOR DETERMINING VIOLATIONS OF THIS AGREEMENT

Student represents that Student has been advised of the processes used by the House Council (if any) and/or Director of Housing and Residence Life in determining alleged violations of this Agreement, and Student agrees to abide by those processes. Student further agrees that Student's appeal of such determinations must be filed in writing with the Dean of Students within 24 hours after the Student receives oral notice of such decision, and that the decision of the Dean of Students is final.

#### 13. REMEDIES FOR VIOLATIONS OF THIS AGREEMENT

Student who breaches this Agreement agrees that, in addition to immediate termination of this Agreement, Student may be subject to one or more of the following sanctions: reprimand; probation; work or service requirement; restitution; fine; forfeiture of room fee, room deposit and security deposit; suspension or dismissal from the residence hall; prohibition from other College housing; referral for discipline under the Student Code of Conduct; referral for legal action; and/or other like action as the College deems appropriate.

# \_\_\_\_\_, HAVE READ AND UNDERSTAND THIS AGREEMENT AND, BY MY SIGNATURE BELOW,

#### Student's Name (Printed) I AGREE TO ABIDE BY ALL OF ITS REQUIREMENTS, TERMS AND CONDITIONS.

Date:\_\_\_\_\_

Student's Signature

Parent's Signature (if Student under 18 years of age)

Academic Semester and/or Year:\_\_\_\_\_

gcounsel/doc/Residence Hall Agreement-June 2006