

Fall 2019-Spring 2020 Housing Contract

I. ELIGIBILITY

Residents of College housing must be students who have been admitted to the College and who are currently enrolled, registered for classes and in good standing at the College. Only full time students may reside in College housing.

II. PERIOD OF CONTRACT AND OCCUPANCY

A. Term of Contract. All non-summer College housing assignments are made for the entire academic year. The academic year, with reference to College housing, begins on the day residence halls open at the beginning of the fall term (determined by the Residence Life Office) and ends on the day following the last final examination of the spring semester. The semester, with reference to College housing, begins on the day residence halls open (determined by the Residence Life Office) and ends on the day following the last final examination of each term.

1) Students required to live on campus (see “Residency Requirement” in the Student Handbook) agree to reside in College housing for the number of semesters indicated by the residency requirement policy and are responsible for room and board charges for each of those semesters.

2) Students not required to live on campus, but who choose campus housing, are financially responsible for the room and board charges for each semester of campus residency. For billing purposes, the Student is considered a resident if he/she has personal property in the residence hall room on or after the day residence halls open at the beginning of the semester. Any student who remains enrolled, but withdraws from the campus housing during the contract period will be assessed a \$750 contract termination fee. Exceptions may include graduation, study abroad, etc.

B. College Vacation Periods and Official Recesses. Residence Halls will remain open for all break sessions except for Winter Break. However, the Refectory will be closed during Fall, Thanksgiving, Spring, and Easter breaks and the meal plan will not be in effect. During winter break (Christmas), College housing will be closed. All students must temporarily vacate their assigned College housing during winter break and may not return until the published College opening date. Failure to abide strictly by these limitations may result in a fine of \$100 per incidence/per day and /or other disciplinary action. Normal operating services are not available during break periods. With prior approval, limited housing may be available for students during the winter break.

C. Early Arrival Request. Students needing to arrive prior to the contract date (Sunday before classes begin) but are not being sponsored by a group must seek approval with Residence Life for early arrival. Students arriving early will be charged \$100/night and the charge will be applied to their student account.

D. End of Year Closing. Students must remove all of their personal property from College housing within 24 hours after the last regularly scheduled College exam of the academic year. Only graduating seniors

and students associated with an official college function (and approved by the Director of Residence Life) have permission to remain past the official closing. Failure to abide strictly by these time limitations may result in a fine of \$100.00 per incidence/per day and/or other disciplinary action.

III. PAYMENT TERMS

A. Housing Registration. All current resident students must register online by the date determined by Residence Life to become eligible for the College housing lottery and selection process for the following academic year. It is the responsibility of the Student to know the eligibility requirements of the housing selection process. Students who cancel their registration or housing after the housing selection process has begun are subject to a progressive cancellation fee. If a student cancels before May 15, a cancellation fee of \$250 will be placed on the student's account. Students who cancel between May 16 and June 30 will incur a \$500 cancellation fee. After June 30, the cancellation fee is \$750. For the Student required to live on campus, the College will assign a room in College housing even if the Student did not meet the designated registration deadline.

B. Room and Board Charges. All room and board charges for College housing must be prepaid during the stated registration period at the beginning of the academic year. All residential students must choose either a 15- or an unlimited meal board package. East Village, Parkway Hall, and Spann Place Townhouses residents also have the choice of a 7-meal board package.

C. Refunds. Once the Student moves into a residence hall room, room and board charges for the full semester are due and payable. Even if the Student moves out of the room during the semester due to withdrawal from the College or some other reason, the full semester room and board charges remain due on the student's account.

IV. HOUSING ASSIGNMENTS

A. Room Changes. All changes in room assignment during the term of this Contract must be pre-approved by the Residence Life Office. A checklist of procedures necessary for initiating a room change, including execution of room assignment forms, is available in the Residence Life Office. The Student making an unapproved room change without proper notification and approval will be fined \$50.00 and may have the preferred room assignment revoked.

B. Vacancies. In the event that a vacancy occurs in a room, the Student who remains agrees to accept an assigned roommate or move to another room upon the request of the Director of Residence Life. When a vacancy occurs, the room must be maintained by the remaining occupant(s) in a manner that will allow another student to move in on very short notice.

C. Reservation of Rights. The Director of Residence Life reserves the right to: (1) assign students to available spaces in college housing, (2) alter any assignment at any time, (3) take appropriate actions as a result of administrative or disciplinary actions; (4) provide accommodations for a student with a documented disability and (5) deny the privilege of College housing to any student who has demonstrated behavior that significantly disrupts the residential community.

V. CANCELLATION OF CONTRACT

A. Events of Cancellation. Once the Student checks into his or her College housing at the appointed time for any given semester, this Housing Contract may not be canceled except as specifically provided herein. There are no refunds of room/board charges once students move into college housing irrespective of cancellation for the following reasons:

- 1) If the Student fails to register for classes;
- 2) If the Student is not a full-time registered student in any given semester;
- 3) If the Student is required to live in non-College housing by virtue of participation in an academic program officially sanctioned by the College. The College does NOT guarantee College housing to a student returning from an officially sanctioned year or semester off-campus. Students who participate in a sanctioned off-campus program may return to College housing on a space available basis only;
- 4) If the Student marries or gives birth during the period of Contract;
- 5) If the Student takes a leave of absence from the College for any reason;
- 6) Upon completion of graduation requirements by the Student, unless the Student continues to be enrolled full time;
- 7) If the accommodations assigned to the Student are destroyed or become otherwise unavailable and the College does not furnish substitute accommodations; and
- 8) If, in the opinion of the Vice-President of Student Life, the Student fails to meet the full terms and conditions stated herein or if the Student violates any College or residence regulations as stated in the Student Handbook or the College Catalogue, which are both, incorporated herein by reference, or if, in the opinion of the Vice-President of Student Life, the student poses a threat of substantial harm to persons or College property.
- 9) If the student is convicted of a felony, a misdemeanor involving assault or non-consensual sexual contact, or a crime requiring registration as a sex offender.

B. Eviction. Upon the cancellation of this Contract for any of the above reasons, the Student will be required to vacate the room within the period of time prescribed by the Director of Residence Life at the time of withdrawal, which will not be less than twenty-four hours and not more than one week. Within the applicable period the Student must vacate the room, remove all personal property, and return all keys to the Residence Life Office. In the unusual case of the Student who has caused an extreme disruption, removal from the halls may be immediate.

VI. RESPONSIBILITY FOR THE ROOM

A. Condition of Room. Residents are responsible for the condition of their assigned room, furnishings and common areas. All residents will review the condition of the room with the Resident Assistant when they begin occupancy, at which time any existing damage and missing furnishings will be noted. Damages occurring during the period of occupancy, normal wear and tear excepted, are the responsibility of the resident and damages will be assessed to the individual(s) responsible, as will any unusual cleaning charges. Upon request of the College, residents will promptly reimburse the College for all damages to the room and any fixtures, furnishings, or other furnished properties (including the

interior of doors, windows, walls, ceilings, floor, furniture, etc.) provided under this Contract. Any student responsible for such damage or destruction will also be subject to additional disciplinary action. Residents must return their keys to the Residence Life Office when moving out of the room.

B. Room Furnishings. College-provided furnishings must not be removed from the room. Resident(s) will bear the cost of repair or replacement for damaged or misplaced furnishings. Refer to the guidelines for student's personal property in the Student Handbook. Any non-College property left in the Student's assigned room at the end of the term of this Contract will be discarded and the resident(s) of the room will be charged for the expense involved in discarding such property.

C. Computer Usage. Students are responsible for knowledge of and compliance with College computer usage policies. Violations of these policies may result in disciplinary action, including eviction from College housing.

D. Room Security and Keys. In the interest of personal security, residence hall rooms must be locked at all times. Room keys and access devices (key fobs) are NOT to be duplicated under any circumstances. All keys must be turned in to the Residence Life Office at the time of room check-out. The Student may not lend his or her residence hall keys to anyone at any time (whether a student or non-student). The College will issue replacement keys if the Student loses his or her residence hall key only after the Student pays the \$10 replacement fee. The College reserves the right to access the cost of changing locks depending on the circumstances involved with lost keys.

E. Storage. Refer to the guidelines for storage in the Student Handbook. Summer and vacation storage are NOT available.

F. On-Site Inspection and Assessments. At check-out, room condition must be the same as at the beginning of the term, except for ordinary wear and tear. At the end of every academic term, an on-site inspection is conducted by the College, at which time the cost to restore the room to its original condition will be assessed against the resident(s) of the room. The cost of discarding non-college property, the cost of excessive cleaning, the cost of repairing any damage to the room, and the cost of replacing missing items will be divided equally among residents of the room, unless the College determines the costs should be assessed otherwise. If students feel they have received a residence hall charge in error, they may appeal the charge to the Residence Life Office. All appeals must be made within thirty days of the notification of the charge.

G. Cleaning. Students are responsible for cleaning their assigned room. Housekeeping staff will clean hall bath/shower rooms and the common space. Residents in apartment style units-East Village, West Village, Spann, and Parkway Hall and suite style rooms-are responsible for cleaning the suite, including the common area, bathrooms, and kitchens.

H. Maintenance. Students are responsible for notifying Physical Plant directly, or by the Work Order system, of any items needing attention/repairs. These items include, but are not limited to: furniture, lighting, electrical, plumbing/leaks, HVAC, keys/locks, pest control, etc.

VII. RESPONSIBILITY FOR COMMON AREAS

Common areas include, but are not limited to: hallways, door exteriors, bathrooms, stairwells, lounges, laundry rooms, study rooms, utility rooms, storage rooms, kitchens, and TV rooms. Residents are expected to help maintain these community areas. Furnishings in common areas must not be removed or rearranged. Roofs, ledges, and balconies of residence halls are off limits at all times. For security reasons, outside hall doors may not be propped open. All residence hall space is non-smoking. The College will make every effort, within reason, to discover the specific individuals responsible for any damage or loss that occurs in the common areas of any residence hall. However, when the damage or loss cannot be attributed to specific individuals, the cost for damages or loss occurring in the common areas of the building will be shared equally by all residents of that facility. Students can be held accountable for damage to academic buildings if a connection can be made back to a particular residence hall facility.

VIII. GUESTS AND VISITATION

All Residence halls have open visitation. Twenty-four hour visitation is permissible, if the Student first secures the verbal approval of his or her roommate(s) and/or suitemate(s) before the arrival of any visitors. A roommate's right to free access to the room at all times must not be impaired by visitation. A roommate must not be deprived of the right to privacy, study time, or sleep because of a guest. Thus, the Student wishing to entertain a guest must have the permission of the roommate(s). Such common courtesy must always be extended to roommates. The College expressly prohibits cohabitation. Failure to comply with this requirement will result in disciplinary action. The Student is responsible for the behavior of his or her guests, including financial responsibility for any damages attributed to guests of the Student.

IX. CASUALTY TO PERSONAL PROPERTY

The College does not insure or assume any legal obligation to pay for the loss of or damage to the Student's personal property that may occur on College property or in leased buildings. Students and their parents are encouraged to carry appropriate insurance to cover such losses.

X. ROOM ENTRY

Authorized personnel of the College have the right to enter student rooms/apartments at any time for purposes of maintenance and repair, inspection of health and safety conditions and equipment, and investigation of violations of College regulations. At least twice per semester, staff from the offices of Residence Life, Physical Plant or Campus Safety conduct inspections for residence hall safety, sanitation, and maintenance.

XI. QUIET HOURS

Quiet hours for College housing begin at 10:00 p.m. and end at 8:00 a.m., Sunday through Thursday. On weekends, quiet hours begin at 1:00 a.m. and end at 8:00 a.m. A resident may request that other

residents lower their noise level at any time if such noise is unreasonably disruptive to any resident. During final exams and reading days, quiet hours are in effect 24 hours per day.

XII. CAMPUS SAFETY

A. Fire Safety. In accordance with State and Local Codes, the college strictly prohibits the tampering with any fire safety equipment or the starting of fires of any sort on the campus. Disciplinary action and/or civil prosecution may be taken against those found tampering with fire alarm mechanisms (including room or hall smoke detectors) and/or fire extinguishers and/or refusing to vacate a building in the event of a fire alarm. The residents will be assessed a monetary penalty either individually, or collectively if the College is reasonably unable to determine the specific individual(s) responsible, for false fire alarms and/or damage to alarm mechanisms or fire extinguishers. Because of fire safety regulations, the following are prohibited: a) fireworks, explosives, flammable fluids, and kerosene heaters; b) candles, incense, open-coil or open-plate devices such as hot plates and counter-top style grills; and halogen or other lamps with exposed bulbs (upwards-facing lamps); c) bringing motorbikes inside any area of a residence hall; d) bicycles or other objects that block passage in halls or stairways. UL approved power strips with surge protection are the only permissible extension cords.

B. Weapons. Weapons of any kind (including, without limitation, hunting rifles, shotguns, bows, handguns, pellet or BB guns, and martial arts weapons) are strictly prohibited and may not be stored anywhere on campus (including inside vehicles).

C. Refer to the Student Handbook of the College for other safety policies.

XIII. ALCOHOL AND DRUGS

The possession, use, sale, or distribution of illegal drugs, or the misuse or abuse of medications or other legal drugs is strictly prohibited on the campus and in College housing. Any student who violates the College illegal drug policy will be subject to disciplinary action, as specified in the Student Handbook of the College. Any student who sells or transfers illegal drugs will be subject to immediate and permanent expulsion from the College. The College does not tolerate irresponsible or destructive behavior while under the influence of intoxicants. The College abides by Tennessee State Law concerning the sale, possession, and use of alcohol. Students under the age of 21 who purchase or knowingly possess any alcoholic beverage violate the State Law. Violations of the College alcohol policy may result in suspension of residence privileges, in addition to other sanctions, as specified in the Student Handbook of the College. All residence hall space is non-smoking, including student rooms, social rooms, and hallways. This includes, but is not limited to, cigarettes, cigars, e-cigarettes, vapors, or any other smoking devices.

XIV. VEHICLES

Bicycles may only be stored within residence hall rooms or in specially designated bike rooms or racks. All motorized vehicles must be registered with the Campus Safety Office and may only be parked on campus in designated parking areas.

XV. ASSIGNMENT

This Housing Contract is a contract between the College and the Student for a space in the residence halls and not for a specific room. The contract may NOT be transferred or assigned to another person.

This Contract is between the above-named Student (the "Student"), or, if the Student is a minor, his or her parent or guardian, and Rhodes College (the "College"). The term of this Contract will be for the regular academic year, as indicated on this Contract. This Contract will entitle the Student to the use of assigned on-campus or College-leased housing ("College housing") only in such manner as set forth herein and in accordance with the regulations of the College. This Contract does not constitute a commitment of admission to or continuance at the College. Students and their parents or guardians are urged to read carefully the terms and conditions of this Contract. No waiver of breach of contract shall constitute or be deemed a waiver of any other or a subsequent breach. This Housing Contract shall be construed and enforced under the laws of the state of Tennessee. By signing below (1) I accept the housing assignment from the Residence Life Office, (2) I have read and agree to abide by the terms of this Housing Contract, and (3) I will abide by all policies of the College and its residence halls as stated in the Student Handbook.