

## Claremont McKenna College --- Contract for College Housing

\* This Contract Is Binding For One Full Academic Year \*

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Claremont McKenna College, Claremont, California, hereafter called the "College" and the residential student identified immediately below, hereafter called "the Student", and collectively called "the parties"

NAME OF THE STUDENT: \_\_\_\_\_

Last Name (PLEASE PRINT) First Middle

WHEREAS, the Student has been admitted to the College, and is now applying for on-campus room and board in College Housing (defined as the College's on-campus residential buildings and Student Apartments); and

WHEREAS, the College will assign and bill housing to the Student in the College Housing system for the full academic year (September to May).

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and obligations herein contained, the parties agree as follows:

- General Housing Policy.** Contingent upon available rooms in College Housing, the College's Office of Residential Life agrees to provide space to the Student in College Housing for the academic year (Fall and Spring). **This contract is binding upon the parties hereto for the full academic year, or remaining portion thereof.** Failure of the Student to complete the contract for any reason, unless released (see *The Guide to Student Life* for procedure), may result in a charge for the room for the entire year.
- Deposit and Refunds.** Student must pay their College Deposit to receive housing. The five hundred dollar College Deposit is refundable after graduation, only after the deduction is made by the College for any damage caused by the Student (see *The Guide to Student Life*), provided the Student has no other financial obligations to the College as determined by the Business Office.
- Reservations and Assignments.** Housing assignments for new students are made after receiving the College Deposit and all properly completed forms. Generally, room assignments for new students will be emailed to the Student's College email address in late July. Returning students in good standing choose their room during Room Draw. Returning students may also be assigned by Residential Life, if necessary.
- Student's License of Occupancy.** This license is extended to the Student as a privilege, not a right. This license begins when this contract is signed or the Student checks in and ends when the Student checks out. When the Student fails to maintain a full-time course load enrollment, violates this contract, or violates College rules and regulations, the Student shall vacate the housing within 24 hours of notification by the Director of Residential Life or their designee. The obligation of this contract continues, however, for the remainder of the current semester. Violations of College rules and regulations are determined by procedures set forth in *The Guide to Student Life* and the Student Conduct Process. Student may be required to vacate housing if they have a health condition that makes continued residence potentially harmful to themselves or to other residents. Student may also be required to vacate housing if they caused damage of a serious or malicious nature or failed to maintain reasonable standards of cleanliness and sanitation. The right of occupancy cannot be assigned to another person by the Student at any time. The Student agrees to follow proper procedures to check in and out of College housing as established by the Office of Residential Life (see *The Guide to Student Life*).
- Restrictions on Occupancy.** College Housing is closed during winter break period; (exception: Student Apartments residents are permitted to stay for winter break)
- Late Arrival Occupancy.** If Student plans to arrive for occupation of their designated College Housing after the opening of the residence halls, Student must notify the Office of Residential Life in writing prior to the assigned arrival date. Student's College Housing assignment will not be held later than the first day of classes, unless the Student has notified the office of the late arrival and this notice has been acknowledged by a staff member. Failure to do so may result in a loss of the room and forfeiture of applicable deposits.
- Re-Assignment of Housing Location** College expressly reserves the right for the Director of Residential Life or their designee to reassign the Student to other College Housing when it is determined to be necessary for maximum utilization of the College's housing facilities and for situations which are in the best interest of the residential community, in which case charges will be adjusted accordingly. Charges may be decreased when reassignments are made, but not increased without the agreement of the Student affected, unless the reassignment is a room change initiated by the Student.
  - Consolidation.** When the number of vacancies in any residential area reaches a pre-determined level, the Office of Residential Life may implement its consolidation policy. Student may be asked to move out of a given area (i.e., North Quad, Mid Quad, South Quad, or the Student Apartments), or may be required to move to a different assignment within that area. If the Student does not comply with the consolidation policy, they may face action through the Student Conduct Process and cancellation of housing contract.
  - Administrative Moves.** When it is deemed necessary by the Director or their designee, a student may be directed to move to another College Housing assignment. Reasonable efforts will be made to ensure that the Student is given adequate time, but establishing this time frame for such administrative moves is the sole responsibility of the Residential Life administrator involved in the situation. Failure to comply with such requests may result in action through the student conduct process and/or cancellation of the Student's Contract for College Housing.
- Substance-Free Housing.** Students residing in any substance-free residence hall will not possess tobacco, alcohol, or illegal drugs in the building. Furthermore, Students in this housing accommodation agree not to misuse legally obtained prescription or over-the-counter medications. Students will actively inform their guests of the substance-free policy. A Student who feels they can no longer commit to a substance-free lifestyle will voluntarily request to be reassigned to another hall. Requests will be processed based on space availability. The Student requesting the change is still bound to the substance-free policy as long as they are residing in a substance-free hall. Penalties for violations of substance-free housing by the Student or their guests are outlined in *The Guide to Student Life*.
- Room Change.** Students who desire a room change must follow the procedures outlined by the Office of Residential Life. Any Student involved in an unauthorized room change may be subject to action through the Student Conduct Process and/or loss of privileges to remain in on campus housing. Students are permitted only one approved room change per academic year.
- Fees.** The Student will pay the College those prevailing charges for housing assignments as prescribed by the College and set forth in College literature. Failure to maintain good financial standing regarding the Student's College account may result in the College's cancellation of this contract and the Student will not be permitted to re-occupy the room until the debts are satisfied.
- Guest/Visitors.** The Student may have an overnight guest only with the expressed consent of their roommate(s). Normally, overnight guests are limited to no more than two consecutive nights. Guests must comply with all College rules and regulations. The behavior of the guest is the responsibility of the hosting student.
- Property Loss or Damage.** The College is not liable for the loss of money, or other valuables, nor for any loss of or damage to property belonging to the Student, nor any personal goods stored in College Housing. The College does not provide insurance for personal property. Students are strongly advised not to bring to campus any items of extraordinary value. Students are urged to inventory all personal belongings, to keep their doors locked, to not prop open doors to College Housing, to maintain a record of serial numbers whenever possible, and to make arrangements through their personal insurance agents for adequate coverage. The Student is liable for any damage to College property and agrees to pay for the restoration of the property to its original condition ("acts of God" or reasonable wear and tear excepted) or replacement costs if restoration is not possible.
- Removal from Housing.** When a student has caused serious or repeated damage to College Housing facilities, the student may be removed from College Housing. The Director of Residential Life or their designee will make removal decisions. Students appealing those decisions must notify the Director of Residential Life of the intent to appeal immediately, and must submit a written appeal to the Associate Dean of Students for Residential Life within five (5) academic days of notification of removal. All communications must be in writing. The Student's appeal will be considered by the Associate Dean of Students for Residential Life and the Associate Dean's decision is final and binding.

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14. **Alterations and Damages.** Student is responsible for College property in their College Housing assignment and elsewhere in the residential facility. Student shall not make any changes or alterations, dismantle or disassemble any equipment or furniture, or place, affix, or attach and articles to the floor, walls, ceiling, furniture, or fixtures without advance, written consent of the College. This shall include but not be limited to the addition or changing of any locks, removal of window screens, alteration of heating or light fixtures, painting of any surface, and/or installation of radio or television antenna. Property belonging to the College must not be moved or taken from areas designated for its specific use.  
Charges related to extra cleaning, removal of property not original to the room, and repairs beyond normal wear and tear will be assessed against the Student. If such items cannot be attributed to a specific student or group of students, damages will be assessed among the smallest identifiable common group of the community. This includes but is not limited to charges resulting from propped doors, graffiti, false fire alarms, and broken common area furniture or fixtures. See Damage Cost Guidelines in *The Guide to Student Life* for price information.
15. **Food Service.** Student must purchase a meal plan each semester for the period of their housing contract.
16. **Air Conditioning Units.** Many, but not all, of our College Housing units come equipped with air conditioning. Student is not permitted to bring their own air conditioning units unless expressly for medical reasons approved in advance by the Assistant Dean of Students for Disability Services & Academic Success or their designee.
17. **Keys and ID Access.** Student is issued an identification card that is coded to allow access to their room/suite and/or building at the time of check in. Returning students must have their ID card re-encoded prior to check-in. Students living in the Student Apartments are issued a physical key. It is mandatory that the key(s) be returned when the Student checks out. Keys shall not be duplicated, nor shall they be transferred or given to other persons. Lost keys should be reported immediately to a staff member of Residential Life. Students will be charged appropriately for any lock change(s) necessary as a result of the lost or broken key(s).
18. **Commercial Enterprises, Solicitations, Unapproved Activities.** It is understood that residential facilities and the campus in general are for the use of faculty, staff, registered students, and College guests only. Any other use, including commercial enterprises, unapproved activities, and solicitations by external agents, is prohibited.
19. **Pets.** Students shall not keep pets in College housing except for fish that are in aquariums no larger than 10 gallons. Only one tank per student is allowed.
20. **Emotional Support Animals.** Students requiring emotional support animals must be approved and registered through the Office of Disability Services, as well as follow all College policies pertaining to emotional support animals on campus (see *The Guide to Student Life*).
21. **Service Animals.** Students with service animals are encouraged to register with the Office of Disability Services.
22. **Room Entry.** The College endeavors to ensure that the residents of on-campus residence hall rooms and apartment units receive reasonable notice prior to entry by College staff or Campus Safety personnel for purposes of verifying occupancy, cleaning, maintenance, repair, inventory, construction, or inspection; however, College staff and Campus Safety personnel may enter an on-campus residence hall room or apartment unit without notice in any of the following circumstances:
  - a. To investigate or respond to a perceived emergency;
  - b. To investigate or respond to a perceived threat to health, safety or property;
  - c. To confirm evacuation during fire alarms;
  - d. To perform any housekeeping or maintenance services;
  - e. To confirm that a room or apartment is unoccupied during periods when the College is not in session or after a resident's right to occupy a particular room or apartment has terminated; and
  - f. With the authorization from the Dean of Students or designee, to investigate a reasonable suspicion that a violation of College rules or regulations or of any federal, state or local laws has occurred or is occurring inside a particular room or apartment.

Under any of the foregoing circumstances, it is not necessary that any room or apartment resident be notified or present, and no refusal by a room or apartment resident shall prevent an entry or inspection. However, following any entry made without notice pursuant to Sections 1(a), 1(b) or 1(f), the College will endeavor to inform any residents of a room or apartment, who were not present at the time of such entry, that an entry has occurred. Pursuant to the above, College staff and Campus Safety personnel may enter any portion of the room or apartment and search any personal property or area thereof.  
The College cannot prevent or prohibit the search of students' rooms or College premises by law enforcement officers acting in the performance of their duty. It is expected, however, that the ordinary requirements for lawful search will be followed.
23. **Confiscation of Items or Substances.** College staff or Campus Safety may confiscate and not return any item or substance found anywhere on campus, including in a locker, vehicle, residence hall room or apartment unit, if College staff or Campus Safety reasonably determine that such item or substance is associated with or evidences a violation of any College rule or regulation or any federal, state or local law. The College may take any action that it deems reasonably necessary to assure the health and safety of students, staff, faculty, or visitors, or to preserve evidence of any violation of any College rule or regulation or any federal, state or local law, including securing and preventing access to any item, substance or area on campus (including rooms, apartments or vehicles).
24. **Inspection.** Approximately once per month, the residence hall staff may be examining the rooms/suites/apartments. These health and safety inspections will be announced via email to the Student at least two days prior to the inspection. (See *The Guide to Student Life: Health and Safety inspections*).
25. **Incorporation by Reference.** The College Housing Application, the College's Rules and Regulations, as published in the College Policy Library, *The Guide to Student Life* and Student Code of Conduct, are hereby incorporated by reference and made a part hereof.
26. **California Law.** In interpreting this contract, California law shall apply.
27. **Binding Affect.** This contract shall be binding upon and shall insure to the signatories hereto, their respective heirs, administrators, executors, successors, and assigns.
28. **Right to Modify.** The College reserves the right to modify the charges for housing, facilities, and food services and to make regulations as may be required by unforeseen circumstances such as labor disorders, medical emergencies, war, "acts of God", or other dire emergencies, or by any governmental authority imposing restrictions and/or regulations or other unusual or unanticipated conditions.

#### Terms

1. **New Students.** Housing is assigned for full academic year. While the College guarantees housing to all first year students, in the event demand for housing exceeds capacity, applicants submitting deposit after College housing is filled to capacity will be placed in order of deposits received. If residence halls are filled, the College reserves the right to place students temporarily in overflow housing until regular space is available. If the Student should decide to withdraw their housing application, the Student must notify the Admission office by May 1. After the May 1 cancellation deadline, no deposits will be refunded unless unforeseen circumstances make it necessary for the College to initiate withdrawal from contract.
2. **Returning Students.** Housing is assigned for the full academic year. If the Student decides to withdraw from this housing contract, the Student must notify Residential Life in writing by July 1.

**I understand and agree to the terms above. I understand that the College Housing Contract is binding for a full academic year. I also agree to make timely payments according to the rates set forth in the Claremont McKenna College Billing Statement.**

Student's Printed Name: \_\_\_\_\_ College ID #: \_\_\_\_\_

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_  
(If student is under 18 years of age)

Room assignments are not made on the basis of race, color, creed, religion, national origin, or sexual orientation.