

Eckerd College 2009-2010 Housing Agreement

This agreement is not a lease agreement, but is a limited license granted by the college to the individual student for occupancy of a student residence under the terms of this agreement. This agreement is not intended to convey any property right or tenancy whatsoever. The college may terminate this agreement and revoke the license at any time for violation of any provision of this housing agreement or the EC-Book. This agreement may be terminated by the individual student only under the conditions specified herein.

The College agrees to provide accommodations under the conditions of this agreement and as described in the online EC-Book. Students and their parents or guardians are urged to carefully read the terms and conditions of this agreement. If the student is under eighteen, a parent or guardian must sign the agreement along with the student.

My signature represents agreement of all terms and conditions set forth in this binding document:

Name: _____ Student ID#: _____ Cell#: _____
Last First MI

Student's Signature: _____ Date: _____

Signature: _____ Date: _____
Parent or Guardian (if student is a minor)

Terms and Conditions – Residence Life Policies

Residence hall living is an integral part of the total educational process at Eckerd College. Every effort is made to provide opportunities for personal growth and development in a congenial atmosphere. Successful experience in group living requires of each student an attitude of cooperation and an acceptance of social responsibility, a willingness to participate for the enhancement of the common good, and a desire to benefit from the interpersonal relationships that are available. Specifically, students are expected to live in a residence hall environment:

- in which the needs and rights of the individual are balanced with those of the group
- that is free from excessive noise
- that is conducive to studying
- where individual privacy is respected.

1. Eligibility Requirements

- A. Any person who has been admitted to or is continuing at the College as a full-time student
- B. Any person who is enrolled and financially cleared with the College.
- C. A resident may not rent, assign, allow, or otherwise permit another person to share a room assignment or occupy a room. The student may only use the room as a residence as stated in this agreement.

2. Occupancy Agreement

- A. This agreement, unless otherwise provided, shall be binding for the entire 2009-2010 academic year. I understand that as a student I am expected to live on campus.
- B. College housing may be occupied no earlier than 9:00 AM on Friday, August 7, 2009 for freshmen, Thursday, August 27, 2009 for transfers, and Friday, August 28, 2009 for returning upperclassmen.
- C. This agreement also applies to Summer Housing Agreements.
- D. Assigned rooms must be vacated, check-out procedures completed, and all keys returned within 24 hours after resident's last final exam or by Noon on the Friday of exam week, whichever comes first.
- E. Graduating residents will be allowed to remain in their assigned rooms until 12:00 PM the day following Commencement.
- F. Failure to check out properly and return all keys will result in charges, conduct action, or both.
- G. Residents may not occupy space or leave personal belongings in any room before the halls are officially open or after they have officially closed.

3. Cancellation of the Agreement

- A. This agreement may be cancelled only in writing with a signature of the student whose name appears above. A facsimile or electronic mail from your Eckerd College student email account with appropriate signature is permitted.
- B. This agreement may be cancelled without penalty prior to June 1, 2009 by notifying the Housing Office in writing.
- C. After June 1, 2009 a \$500 cancellation fee will be applied to any room cancellation.
- D. After June 1, 2009 the agreement may be cancelled without charge only if:
 - The student withdraws from the College
 - The student is enrolled in an Eckerd College program abroad
 - The student submits a Request for Special Consideration for Release from the Housing Agreement to the Housing Office. (To be approved, the request would need to demonstrate the presence of specific circumstances or medical conditions that were not present at the time the agreement was signed which could be substantially alleviated by making other housing and meal arrangements.)
- E. Students not meeting the criteria in item D may be responsible for 2009-2010 housing costs.
- F. The college may cancel this agreement at any time for any violation of this agreement or for violation of any college policy outline in the EC-Book. Upon cancellation, the student shall immediately vacate the assigned room. If the student fails to vacate the room on instruction from the College, the College may remove the student and his or her possessions from the room.
- G. The student shall immediately vacate the assigned room upon expulsion, dismissal, or suspension from the college.

4. Payment Requirements

- A. By execution of this agreement, the student (and parent or guardian) agrees to pay Eckerd College for the applicable rate for the assigned space. It is expected that the full amount due will be paid by the due date. Interest charges according to the College's policies will be assessed on balances not paid by the due date (please see Financial Guide).
- B. It is the student's responsibility to communicate all housing charges or fees with the parent/guardian.

5. Housing Application and Reservation Procedures

- A. **Reservations for First Year and New Transfer Students**
This applies to all students new to the College. Advanced housing reservations for the 2009-2010 academic year are made only after the student has submitted a completed Housing Application. Residence hall

applications will not be processed until the Admissions Office/Housing Office receives all commitment materials.

B. Reservations for Continuing and Returning Students

Students seeking advanced housing reservations must submit a signed Housing Agreement.

- The first opportunity for a returning student to secure a room for the academic year is during the spring Room Draw procedures.
- A student studying abroad who plans to return and live on campus must contact the Housing Office prior to Room Draw for housing preference consideration.
- Any returning student not participating in Room Draw may choose from available rooms without regard to seniority.

6. Assignments and Occupancy

- A. The College cannot guarantee a student a particular kind of accommodation. Assignments to specific houses and rooms will be made in accordance with the established policy for priorities as space allows.
- B. The resident understands that the College makes all assignments without regard to race, color, religion, national or ethnic origin, sexual orientation and rejects all requests for changes of assignment based on reasons of race, color, religion, national or ethnic origin, and sexual orientation.
- C. The student agrees to provide the College with the information and preferences requested on the Housing Application Form for the purposes of hall, room and roommate assignments.
- D. Mutual requests for assignment with a specific roommate will be honored when possible; they are not guaranteed.
- E. If a vacancy occurs in a room, the Housing Office reserves the right to assign another student to the room, transfer the student to another room, or additional charges could be applied for the additional space.
- F. Where there is a vacant space, and charges are not applied, the room must be maintained by the occupant in a manner that will allow for immediate occupancy. Failure to do so may result in charges, conduct action, or both.
- G. The College reserves the right to assign students to temporary accommodations in the event that regular rooms are not available. Students who accept a temporary assignment do so with the understanding that they may be given short notice to relocate to a permanent or other temporary space. Failure to relocate in the time allotted by the Housing Office may result in payment of supplemental costs, charges, and conduct action.
- H. Any student who has a medically-related need that may affect his or her assignment must submit a letter from a physician certifying the condition. This request must be submitted for approval to the Office of Counseling Services at least eight weeks prior to the term of desired occupancy. Each request will receive serious evaluation, with decisions being based on housing availability and current legal standards.
- I. Rooms may be occupied, vacated and assignments changed only in accordance with schedules and procedures published by the College. College housing may be occupied no earlier than 9:00 AM on Friday, August 7, 2009 for freshmen, Thursday, August 27, 2009 for transfers, and Friday, August 28, 2009 for returning upperclassmen.
- J. Any enrolled student who fails to occupy his or her assigned room by the first Friday of classes will be bound by this contract but may lose his or her assigned room and can be assigned to a temporary space or reassigned unless prior arrangements have been made with the Housing Office. Please refer to Section 3 for cancellation procedures.

7. Room Consolidation

- A. During the beginning of each term a determination of the location of unoccupied spaces will be made. In an effort to maximize space, the College reserves the right to move students together even though the situation may be no one's fault and inconvenience may be experienced. Residents with unoccupied spaces in their rooms for which they are not paying may not refuse a roommate. If a student is uncooperative, he or she will be responsible for supplemental charges, may receive fines, and may face conduct action.

8. Assignment Changes

- A. Rooms will be occupied only upon assignment by the Housing Office and all exchanges, transfers and vacating of rooms must be approved by that office. Please see the EC-book for detailed procedures.
- B. Students who fail to follow the proper check-in/check-out or room change procedures will be assessed a \$100 administrative charge and subject to conduct action or both.
- C. Students may submit requests for room changes during designated periods.
- D. Administrative room changes may be considered for approval during non-designated periods.
- E. The College reserves the right to modify room assignments for conduct reasons, health, safety, catastrophe, closing of the facility, or incompatibility of roommates and to cancel or terminate this contract for reasons and violation of community standards.
- F. Residents who plan to withdraw from school or transfer to another school after Fall Semester must notify the Housing Office in writing

before December 1, 2009. Residents who plan to leave the College after Winter Term must submit written notification before January 1, 2010.

- G. The Office of Student Affairs, in consultation with the appropriate staff, makes decisions regarding actions described in 8E. Those decisions may be appealed to the Dean of Students or his designee, whose decision will be final.

9. Furnishings, Utilities and Sanitation

- A. The College agrees to equip resident rooms to accommodate each resident with a bed, dresser, closet space, desk, chair, data line and cable TV connection.
- B. Bunking and lofts are not permitted as per College policy.
- C. Each resident is responsible for the condition of the assigned room and shall reimburse the College for all damages to the room, and damage to, or loss of, fixtures, furnishings, or properties furnished under this agreement.
- D. **Residents may not move or rearrange any stationary furnishings or fixtures, or remove any College furniture from their rooms.** Residents may not move into their rooms any furniture belonging to the College that was not originally intended to be in those rooms. If either of these actions take place, the student(s) responsible will be assessed the current replacement costs.
- E. Additional furnishings brought into the room must be freestanding and clear of all existing fixtures, furniture, windows and walls, and must be removed at the end of occupancy. Any property left in the room at the end of occupancy will be disposed of by the College and an appropriate fee will be assessed.
- F. The Resident shall not run wires, move ceiling tiles, or hang any items from the drop ceiling. Moving or altering tiles in any way can disturb possible asbestos containing materials in ceiling areas above.
- G. Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of mold. Residents at Eckerd College are required to take steps to control the growth of mold and mildew by keeping the premises clean, and free from standing water or other types of liquid residue. Residents are required to keep windows and doors closed at all times to prevent intrusion of warm moist air into the rooms (which may lead to mold growth).
- H. The temporary failure or interruption of water, heat, air conditioning or other utilities shall give residents no claim for damages or reduction of fees.

10. Care of Room and Communal Areas

- A. When occupancy is terminated, it is necessary to obtain a room inspection by the Resident Advisor. Any unacceptable cleaning or damages noted after occupancy will be charged to the resident(s). Failure to abide by proper check-out procedures will result in a charge. Failure to abide by proper check-out procedures negates the right to appeal damage charges. The Room Condition Report completed by the Resident Advisor at the end of the school year is only one part of the damage assessment process. Final determination of room damage charges will be determined by the Damage Assessment Team.
- B. The resident agrees to be directly and financially responsible for keeping the room and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property, and to advise the residence advisor of any deteriorated conditions of the room or its furnishings.
- C. The resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which the resident is responsible, or to pay an equal portion of charges assessed to all occupants of a room when those persons responsible fail to assume responsibility for the damages.
- D. The College reserves the right to assess residents of a hall, floor or complex the expense of repair or replacement of any property damaged in communal areas used by those residents and their guests, unless the individual, or individuals, responsible for the damage is/are identified. Removal of communal area furnishings from their intended location constitutes theft of College property and appropriate charges (both conduct and financial) will be levied.
- E. Each resident has the right to appeal damage charges applied to their rooms. A student may not appeal dorm, complex, or campus wide damage.

11. Policies and Procedures

- A. **Alcohol and Drugs:** Illicit drugs are not allowed on campus or in the residence halls. The use, possession, or distribution of narcotics, illegal drugs or possession of drug-related paraphernalia is strictly prohibited on campus and in residence halls. The unauthorized use, misuse, possession, or sale of prescription drugs will not be tolerated at any time. Students under the age of twenty-one who purchase or possess any alcoholic beverage violate state law and College policy. In addition, any person who furnishes an alcoholic beverage to a person who is under twenty-one years of age violates state law. Violation of the College's alcohol and drug policies may result in criminal prosecution, removal from the residence halls or suspension/expulsion from the College.
- B. **Appliances and Electrical Outlets:** Some appliances that are allowed in the halls are clocks, fans, stereos, TVs, microwave ovens, electric razors, hair dryers/curlers, irons, and lamps. Some appliances that are not allowed are air conditioners, ceiling fans (unless provided by the college), toaster ovens, tulip lighting, hot plates, space heaters, halogen lamps and any appliance with visible heating elements. **Variances may exist in campus suites as determined by the Office of Student Affairs.** For further information contact the Housing Office.
- C. There are a limited number of electrical outlets in each room and these may not be altered for any reason. No more than two appliances may be plugged into a double electrical outlet at any time. Two (2) UL approved "power strip" extension cords with 14 gage wiring and more than six (6) feet in length with a built-in circuit breaker may be used in each room. This is the only kind of extension cord allowed in the halls.
- D. **Cooking and Food Preparation:** Residents may only cook in their rooms with microwave ovens. Other cooking appliances are strictly prohibited and may be confiscated by staff if found. Thermostatically controlled coffee makers, hot air popcorn poppers, and refrigerators of no more than five (5) cubic feet are allowed. **Variances may exist in campus suites as determined by the Office of Student Affairs.** For further information contact the Housing Office.
- E. **Fire Safety and Life Safety Equipment:** The misuse or abuse of life safety equipment such as heat/smoke detectors, door closures, automatic sprinkler heads, extinguishers, hoses, exit signs, the fire alarm system or failure to evacuate for an alarm is strictly prohibited.

- F. **Smoking:** All campus housing is non-smoking.
- G. **Keys:** Failure to sign out a room key may result in the cancellation of housing. Keys must be returned when occupancy is terminated. If a key is lost or not returned after occupancy is terminated, the cost (varies by building) of re-coring the lock and making new keys is charged to the resident(s). All keys are property of the College and may not be duplicated. Existing locks may not be altered and auxiliary locks are not allowed. The unauthorized use or possession of residence hall key(s) other than those assigned is prohibited and may result in removal from the residence halls.
- H. **Quiet Hours:** All residents are expected to maintain a reasonable sound level at all times. Strict quiet hours will be in effect in all halls 24 hours a day for a minimum of two days before final exam week begins and will continue through the end of the exam period. Other quiet hours for the regular year may be established.
- I. **Room Entry:** The Policy on Residence Hall Room Entry states that student rooms may be entered by authorized college personnel for the following reasons:
- ◆ To perform routine monthly inspections;
 - ◆ To perform maintenance tasks and ensure that mechanical, electrical, and technical aspects of building operations are functioning appropriately;
 - ◆ To respond to specific concerns expressed by student residents associated with building operations and maintenance;
 - ◆ To respond to fire and safety concerns expressed by residents or by College officials;
 - ◆ To respond to perceived violations of College regulations;
 - ◆ To attend to perceived student health and wellness concerns.
- J. **Safety and Security:** Students are required to carry their College ID cards at all times and to present them to College officials upon request. Residents who enter or leave by locked doors are responsible for leaving the doors in a locked position. Residents are strongly encouraged to lock their windows and doors at all times. Keys should be carried at all times and may not be loaned for any reason. Residents should report suspicious activities and/or persons to Campus Safety or Residence Life. Lost or stolen property should be reported to Campus Safety.
- K. **Personal Property Loss:** The College does not assume responsibility for loss of or damage to personal items or for personal injury. Residents or parents should arrange their own insurance coverage.
- L. **Sales and Solicitation:** Sales and solicitation are not allowed in the residence halls. Salespeople are not permitted to contact students on campus other than in designated areas, and residents are not allowed to serve as commercial agents on campus.
- M. **Vandalism:** The intentional or unintentional abuse or misuse of College property will not be tolerated. **Violators of this policy may be removed from the residence halls.** This includes all of the walls, doors, windows, floors and ceilings in the residence halls and walls, windows and sidewalks outside the halls. Anything done to these areas without authorization from the Office of Student Affairs may be considered vandalism resulting in conduct action. Specifically, writing or marking on doors—including room doors—is considered vandalism and the occupants of the room will be held responsible.
- N. **Guests and Visitors:** Each resident is to consult his or her roommate when having guests. Roommate's rights take precedence over visitation privileges. **Cohabitation is not permitted. Visitors here for more than three consecutive days in one or a combination of rooms, must have prior approval from the Office of Residence Life.** Those who violate visitation regulations are subject to conduct action. Residents are responsible for their guests and visitors and should escort them at all times. As the host, a student is also responsible for the actions of a guest or visitor and may face conduct charges if College Policies are broken (see EC-Book).
- O. **Additional Policies:**
- ◆ Antennae (exterior) are not permitted in any residence hall.
 - ◆ The use of spray paint in or outside the residence hall is prohibited.
 - ◆ Window ledges and roofs are off limits to everyone except College personnel.
 - ◆ Objects may not be placed on window ledges.
 - ◆ Stolen property is not permitted in the residence halls.
 - ◆ Disposal of trash and recycled materials in proper receptacles is the responsibility of each student.
 - ◆ Use of nails, screws, tacks, and adhesives which damage walls, furniture or fixtures is prohibited.
 - ◆ In conjunction with fire safety policies, any objects with the capability of an open flame of any kind (candles, incense, incense sticks, or like materials) are strictly prohibited in residence halls. All candles are prohibited even if the candle's wick has been cut off or if the candle is still in its original wrapper. Violation of this policy may result in a fine or conduct action.
 - ◆ Combustible materials are not permitted in or around the residence halls. This includes combustible engines such as outboard motors, pocket bikes, and scooters.
 - ◆ Pocket bikes are not permitted on Eckerd College property.
 - ◆ Bicycles may only be stored in student rooms or in bike racks provided by the College.
 - ◆ Storage rooms and drip dry rooms must be maintained in a manner so as to be accessible and not cause a fire, health or safety hazard.
 - ◆ Dogs, cats, ferrets, rabbits, and ducks are only permitted in areas delineated by the Housing Office, and must be registered with the Pet Council (Please refer to Pet Policy).
 - ◆ Upperclass students may not live on campus during Autumn Term unless approved by the Housing Office and first year students may not live on campus during Winter Term unless they are enrolled in a Winter Term project.
 - ◆ **Students are not allowed on campus during break periods when the residence halls are closed. Early arrivals are not permitted without receiving written approval from the Housing Office (additional charges will apply).**
 - ◆ Please read the online EC-Book for detailed and additional policies.

12. General Conduct

All residents are required to comply with requirements of public law, as well as College and Staff policies and procedures as they may be modified, and all requests of College officials. It is each resident's responsibility to be informed of all policies and procedures.

