

UNIVERSITY OF REDLANDS ROOM & BOARD CONTRACT

This Room & Board Contract is entered into between the University of Redlands Residence Life & Housing Office (herein called "University") and the student (herein called "Resident").

OPERATIVE PROVISIONS

In consideration of the following covenants and conditions, the parties agree as follows:

1. **Housing Requirement** The Residence Life & Housing program is an integral part of the educational experience and academic support service of the University. It seeks to create and maintain a community living environment that enhances learning and personal development. To implement the foregoing philosophy, a housing policy has been adopted requiring all full-time undergraduate students under 23 years of age who are not living with their immediate relatives, legal guardians, or legally married/in a domestic partnership, to live in the University-operated communities. The University agrees to provide housing accommodations to the Resident at one of the Residence Halls, Apartments, or Organizational Houses located on the campus of the University or in an off-campus location determined by University officials in unusual situations. Provisions are made for a limited number of students to live off-campus. Students wishing to live off campus must complete an Off Campus Petition Request and receive permission. **Residents are advised not to sign outside contracts or leases until an Off Campus approval has been granted, as the vast majority of students WILL NOT be approved to live off campus.**

Notice: Housing is not guaranteed for students under the age of 16 or over the age of 23. Housing for students under age 16 and over age 23 is assigned on an appropriate, space-available basis only, as determined by the Dean's designee.

2. **Term of Contract**

- A. The term of this contract will be from the day a Resident provides their Electronic Signature on their Housing Application upon admission to the University and extends until the student graduates or withdraws from the University.
- B. This contract will not obligate the University to provide housing services during University vacation periods. Separate arrangements for vacation room accommodations may be available at additional cost to the Resident. (See 7.E.) To accommodate Residents who are not able to leave the campus during regularly scheduled vacations; at least one residence hall will remain open during winter break. Space is prioritized on the basis of need.
- C. This contract will not obligate the University to provide housing during the period from the date of the Resident's last final exam or hall closing whichever comes first and the day prior to the first day of classes (or other approved designated arrival date) in the Fall semester (herein called the "Summer Period"). In order to reside in any University housing facility during the Summer Period, the Resident must make separate contractual arrangements with the University providing for such accommodations, when such accommodations are available and at additional cost.

3. **Residence Hall Staff**

The University will provide Residence Hall Staff in accordance with University policy to support a living-learning experience that complements the academic program of the University.

4. **Rates and Payment**

- A. The Resident agrees to pay to the University the fees for room & board established by the University's Office of Business and Finance. The Resident further agrees to pay the room & board fees at the time specified by the University's Office of Business and Finance.
- B. Any Resident who withdraws from on-campus housing for any reason less than 45 calendar days prior to the beginning of the semester (actual date will be published each year) will be assigned a fine of \$500 for dropping out of housing late. This includes Residents who are approved off campus late, defer enrollment, take a Leave of Absence, or withdraw from the University. Residents are advised to inform the Student Life Office of any need to leave on-campus housing more than 45 calendar days in advance of the semester to avoid this charge.
- C. The University reserves the right to increase institutional rates on thirty days' notice, and the Resident will have the option of accepting the increase or terminating the contract. Notice will be given by posting the rate increase by reasonably effective methods of communication.

- D. Upon failure of the Resident to pay the fees on or before the times designated by the University's Office of Business and Finance, the University will have the right to (I) place a hold on and refuse to release records relating to the Resident; (II) evict the Resident from the residence halls; (III) deny registration to the Resident; (IV) refuse to serve further meals to the student.
- E. The Policy on refunds as stated in the "University of Redlands Catalog" takes effect on the first day of the term of this contract. The contract is a continuing agreement and remains in effect for each semester or term, until waiver of contract, or until loss of student status. Rates will be prorated in accordance with the refund policy where applicable. Students who remain on campus after taking an official withdrawal or approved leave of absence will be responsible for room charges through the date they satisfactorily check out of their room with a hall staff member. Residents who do not inform the University at least 45 calendar days prior to the beginning of the semester that they will not be utilizing their housing will receive a \$500 fine for dropping their housing late.

5. Room Assignments

- A. The Student Life Office of the University of Redlands reserves the right to make all final decisions on room assignments and the right to refuse assignments of any student.
- B. The University reserves the right to consolidate vacancies by requiring Residents to move. For example: From single occupancy of double rooms to double accommodations where available. Likewise, to fill triples, a new roommate will be assigned to vacancies unless a specific roommate request is made and approved within a timely manner.
- C. Room assignments will be made in accordance with completed housing processes and applications. No specific requests are guaranteed. Failure to honor requests will not void this contract.
- D. The University reserves the right to change room assignments (1) for reasons of health, safety, or repair services; (2) for disciplinary reasons; or (3) for reasonable incompatibility of roommates. A good faith determination by the University regarding the matters described in the preceding sentence will be conclusive.
- E. Housing accommodation may be such that a student is placed in a temporary room for the first few weeks of a semester. The University will work quickly to reassign such students to permanent housing as soon as possible. During this time, the parties agree to abide by this contract.
- F. All room changes must be approved by the Residence Life & Housing Staff member of the respective residence hall or a penalty may be assessed, including fines up to \$100.
- G. The University reserves the right to administratively remove a Resident from the residence halls who poses a danger to the health, safety, or welfare of any student, employee or guest, violates policies of the hall or violates the terms of this contract. Administrative removal is not subject to the procedures set forth in the University of Redlands Code of Student Conduct, although it can be an element of sanctions in the student conduct process.
- H. Gender Inclusive Housing is currently available. This means that students may choose to request a roommate of any sex or gender. Residence Life and Housing will only honor those requests made by all parties mutually. All parties must sign and agree to a Gender Inclusive Housing Policy contract. All new students who indicate that they do not identify with heteronormative gender will be contacted personally by the Director of Residence Life & Housing for information on room placement.

6. Single Rooms

- A. Only single capacity rooms can be reserved as single accommodations.
- B. Residents living alone in a double room and paying the double rate may be assigned a roommate at any time. Refusal to accept an assigned roommate will result in the Resident being charged the single rate. A good faith determination by the University regarding what constitutes refusing a roommate will be conclusive. The University reserves the right to reassign such Residents to accommodate housing or student needs.
- C. Any Resident whose actions compel a roommate to move or remain unassigned may be subject to the single-rate as determined by the Dean's designee.
- D. The Resident will upon the assignment of a single room, or loss of a roommate, assume complete responsibility and cost, for the residence hall room and its furnishings.

7. Check-in and Check-out

- A. The Resident will, upon occupying a room/apartment, electronically sign a Room Condition Report which will be a complete record of the room/apartment condition. The form will be countersigned by a residence hall staff member. It is the Resident's responsibility to check the full accuracy of the Room Condition Report prior to signing it.
- B. Upon vacating the room, the Resident will check out with a staff member and again have the opportunity to electronically sign. Failure to sign the final Room Condition Report, or the selection of an "Express Checkout", serves as acceptance of the room/apartment's final condition and any damage charges assigned. Actual damage charges and/or fees will be assessed by the Residence Hall Staff in conjunction with Facilities Management after the building has been vacated.
- C. Failure of a Resident to electronically sign a Room Condition Report upon entering or vacating a room will constitute consent to having the Room Condition Report signed by the staff member only. Failure to complete check-out properly will result in a minimum fine of \$50.
- D. Rooms/Apartments must be vacated by the beginning of each vacation period by the closing times established by the University. Failure to vacate at the established time will result in a minimum \$50 fine placed on the student's account. Any re-entry to a room/apartment over vacations that is not authorized may result in a fine and/or disciplinary action. Residents are required to vacate their rooms/apartments within 24 hours after loss of student status, after the Resident's last final examination, at the closing of the Residence Hall or apartment complex, or upon a directive from an administrator, whichever comes first.
- E. Vacation Housing: Cal-Founders is used as the "vacation hall" when the campus closes for vacation periods (except summer time). Student rooms are occupied during these periods by "vacation guests" without exception. Vacation period arrangements are made through the Student Life Office. Students housed in the vacation hall(s) during the academic semester understand that other University students will be staying in their rooms during vacation periods.

8. Maintenance of Facilities

- A. The Resident agrees to be financially responsible for maintaining clean and free from damage, the room/apartment, its furnishings, windows, and doors, etc. Improper check-out (sec 7.c.), cleaning, and/or damage charges may be assessed.
- B. The Resident agrees not to modify or allow the modification of any room/apartment or other parts of the residence hall or apartment buildings without prior permission from the residence hall staff member or the Dean's designee.
- C. The Resident agrees not to remove any furnishings or equipment from the Resident's assigned room/apartment. If special circumstances permit a Resident to store furniture, it is the responsibility of the Resident to return all stored furniture to its proper location. If all furniture is not returned, the student agrees to pay for its replacement.
- D. The Resident agrees not to duplicate the room/apartment/community key(s). If the key(s) are lost or not surrendered upon checking out of the residence hall/apartment complex, the Resident will pay the charge for key(s) and lock core replacement.
- E. When two or more Residents occupy the same room/apartment/suite, and responsibility for damages cannot be ascertained, the damage charge will be assessed equally among the Residents.
- F. The Resident agrees to use all common areas in a careful manner and to help in assuring their upkeep and cleanliness. Any unusual wear can result in collective hall damages.
- G. Furniture in public areas may not be taken into the Resident's room. This includes all furniture, appliances, decorations, art work, etc., which are intended for use by all Residents. If public furniture is discovered in student rooms, there will be a penalty of \$50 per item and the Resident will be obligated to immediately return the item to its proper location. The Resident will be assessed \$100 if the item is not returned at the time of request. The fines will be divided among roommates, if applicable.
- H. In public areas, if the responsible person(s) for damage cannot be determined, the total charge will be divided among a group of Residents, (wing, floor, apartment, all Residents, etc.) as determined by the residence hall staff and housing administration. All collective charges will be put on student accounts. The minimum semester charge to Residents involved will be \$5.

- I. The Resident agrees not to tamper with fire equipment located in University buildings or premises. Residents found responsible for tampering with fire equipment, failing to evacuate when the alarm sounds, or having caused the Fire Department to come to the scene will be fined \$500, as well as possible further disciplinary action.
- J. Safety and security is a top priority for the University, and all residence hall doors need to remain closed and locked at all times. A Resident found propping open an external door to any residence hall will be fined \$50, as well as possible further disciplinary action.
- K. A hold will be placed on a student's University records (see section 4.C.) until all damage bills and other fines assessed against the student are paid. Additional fines, not to exceed \$500, may be assessed when proper prior notification (see section 4.B.) has been given to Residents.

9. Room Entry

The University reserves the right to enter student rooms/apartments for the reasons and under the circumstances described in the University Policy on Entering Student Rooms/Vehicles which is set forth in University Policy Handbook. Generally, these reasons will constitute health, safety, and/or Student Code of Conduct policies, procedures, and regulations. Facilities Management may also enter rooms to make needed repairs or for cleaning purposes.

10. Guests

The University of Redlands believes that hosting overnight guests in the student residences is a privilege, not a right. Most importantly, a Resident's ability to host a guest is a courtesy extended by their roommate or roommates. The consent of a Resident's roommate(s) is the foundation of this guest policy. Students are expected to communicate with each other to work out arrangements for guests within a shared room, suite, house, or apartment. The Roommate Contract can be used as the foundation for the arrangement.

Community Assistants and other members of Residence Life & Housing staff are available to assist students who may require support or guidance in working with a roommate about the presence of a guest in their room or apartment. However, students are encouraged to converse with their roommate(s) directly before going to staff for assistance. When a roommate displays a lack of consideration for others and/or abuses the guest policy, Residence Life & Housing staff should be apprised.

Guest Policy Specifics:

- A. A guest is not permitted to stay longer than three consecutive nights per month.
- B. There is no co-habitation at the University of Redlands.
- C. Guests are expected to abide by all University rules and regulations while on campus.
- D. Residents are responsible for the conduct and activity of their guests, including any damage caused to University property and violations of policies.
- E. Guests must be escorted at all times while visiting the community member.
- F. You may not loan, lend, or give ANY of your keys to your guest at any time during the stay.
- G. The University reserves the right to remove a guest from the residence hall or the campus at any time. A Residence Life & Housing staff member may take such action if the guest or host behavior is contrary to the goals and objectives of the University and the residence hall. Repeated offenses may lead to a Resident's guest privileges being revoked and referral to the Director of Student Conduct.

11. Rules and Regulations

- A. Residents are generally prohibited from keeping animals in residence hall rooms; however, certain small birds, reptiles (with the exception of snakes and scorpions), hermit crabs and fish may be kept in the Residents' rooms upon compliance with the University Policy Regarding Pets On Campus. All Residents involved must sign the Pet Contract. The University mascot, documented service animals, Emotional Support Animals, experimental and instructional (certified) animals are exceptions.
- B. The Resident agrees to conduct themselves in a manner that allows for quiet enjoyment of the residence halls by other Residents and in accordance with established quiet hours. Residents responsible for excessive noise will be subject to disciplinary action. Generally, excessive noise is defined as noise able to be heard clearly outside of the

room/apartment one is in.

- C. All State and University regulations pertaining to alcohol and other drugs apply in residence halls and apartments. The University prohibits the manufacture, possession, distribution, sale and use of illegal drugs on campus. This includes, but is not limited to, marijuana, synthetic or designer drugs (e.g. “bath salts”, “spice”, “K2”, etc.), as well as the abuse of prescription medications. Residents who use or abuse alcohol and/or drugs or who harm themselves or others, resulting in even minor medical or emergency services, need to know their parents, or whoever is listed on the University emergency notification forms, may be contacted without permission from the Resident.
- D. Residents are not permitted to have weapons, explosives, fireworks, or other such dangerous items, possession of which may result in eviction. (Refer to Definitions in the Code of Student Conduct for a definition of weapons.)
- E. The Resident agrees to become aware of and observe all other policies, regulations, and guidelines published on the University website: <http://www.redlands.edu/studentlife/studentconduct.aspx>
- F. Soliciting in the residence halls is prohibited. Soliciting on the University grounds is prohibited without permission.
- G. No room in the residence halls will be used for commercial purposes, except by express permission of the Dean’s designee.
- H. The rooms to which Residents are assigned may not be sublet except through sublet programs coordinated by the Student Life Office.
- I. Residents will not possess and/or operate in the residence halls any vending, game, or washing machines.
- J. East and Williams are substance free halls. Acceptance of housing in these areas is considered acceptance of the respective hall’s policies. Violations of policy may result in re-assignment to other housing and/or other disciplinary action.
- K. All Residence facilities are smoke free. Vaporizers, e-cigarettes, etc. are subject to the same prohibitions as smoking.
- L. A residence hall will be designated as vacation housing for those students who cannot travel home for University vacation periods (except summer). All other residence halls are inaccessible during vacation periods unless otherwise determined. Vacation period assignments are made by the Student Life Office. Students housed in the vacation hall(s) understand that other University students may be staying in their rooms during vacation periods.
- M. Residents cannot install deadbolts or other types of locks on any doors (including suite, closet, bedroom, bathroom, apartment.) If there is a problem with the provided locking mechanisms, please inform Residence Life & Housing staff immediately.
- N. Residents are expected to respond to University communications within a timely manner as specified. University deadlines will not be waived when it is determined that a Resident neglected such communications. Communications are considered delivered to the Residents when placed in the Resident’s assigned mailbox, hand-delivered, e-mailed, or left by way of voicemail or text message.
- O. Residents are required to inform Residence Life & Housing staff about lost keys, or other safety issues immediately (by intent, neglect or recklessness), so Public Safety can be notified in a timely manner.
- P. The University reserves the right to consolidate students during May Term for purposes of use by the University. This means that any student staying on campus for May term may be asked to move to another room, residence hall, or apartment complex for that month.

12. Telephone / Emergency Service

All halls are equipped with entrance phones in order to provide a means for calling on campus extensions or to place an emergency call to Public Safety at x8888 or to dial 911.

The entrance phones are not capable of dialing off campus or receiving a call. In addition to the entrance phones in residence halls, there are also blue-light phones placed strategically in and around campus to offer additional emergency telephone coverage.

13. Non-Liability of University

It is expressly understood and agreed that the University is not liable to the Resident for damage or theft of personal property or

for the loss of money, regardless of the cause of such loss or theft. Residents' personal possessions are not insured by the University. The Resident is advised to identify and insure bicycles, electronic devices, computer equipment, and other valuable items by obtaining insurance or by including coverage of such items on a policy maintained by the Resident's family, or personal coverage (renter's insurance).

Property not owned by the University is considered abandoned to the discretionary use of the University when:

- a) its owner is unable to be found,
- b) the item(s) are unlabeled,
- c) items are left past the enrollment period of the owner, and
- d) other good-faith determinations by the University staff.

Any cost incurred due to the necessity of packing, storing, moving, distributing, delivering, or seizure of the Resident's property will be assessed to the Resident's student account.

Board

14. Board (Meal) Plan

A. Rates and Payment

- a) All students living in residence halls, apartments, or organization houses are required to have a University meal plan.
- b) The Resident agrees to pay the University the fee for Board established by the University's Office of Business and Finance. The Resident further agrees to pay the Board fees at the time specified by the University's Office of Business and Finance.
- c) Upon failure of the Resident to pay the Board fees on or before the times designated by the University's Office of Business and Finance, the University shall have the right to
 - (I) refuse to serve further meals to the Resident
 - (II) place a hold on and refuse to release records relating to the Resident's, and/or
 - (III) deny registration to the Resident.

B. Food Service

- a) Food service will be provided through meal plan options, as agreed upon by the University. Information on the various meal plan options is provided in separate publication and is available online. School vacations (Thanksgiving, winter break, spring break, May Term, summer) are not included in any of the dining plan options unless announced otherwise. There are periods of vacation time when there is no food service available on campus, although each hall has a kitchen that students can use to prepare their own meals with purchased groceries.
- b) The University shall be entitled to adjust meal hours and service locations.
- c) Board privileges may not be transferred, and no refunds will be made after the first two weeks of the semester.

15. Complete Agreement

This contract contains the entire agreement and understanding between the Resident and the University with respect to the provision for Room and Board. This contract may not be changed orally, but only by agreement in writing signed by the Resident and the University. It is the policy of the Student Life Office and the Residence Life and Housing Office to accept the communications from Residents as truthful and binding statements. The Residents also agrees to accept and follow the Code of Student Conduct and the University Policy Handbook.

This contract is signed electronically by the Resident in the following ways:

1. Each year during Online Check-In for the University,
2. As part of the Housing Application completed prior to being assigned housing for the first time, and
3. As part of all Applications for other housing arrangements, such as the Apartment Living Application.

NOTICE: READ ALL PROVISIONS OF THIS CONTRACT BEFORE SIGNING THE ROOM & BOARD CONTRACT. YOU ARE LEGALLY BOUND BY THESE CONTRACT TERMS.

The University of Redlands does not discriminate on the basis of sex, race, color, creed, religion age, national origin, handicap, or sexual orientation in the education programs or activities which it operates in accordance with the Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.