



## 1. Eligibility

- a. All full-time students at New England College may enter into this contract if they are:
  - i. Admitted as First Year or Transfer Students at the time of application with a deposit on file;
  - ii. Returning Students who are registered full time
  - iii. Registered Graduate Student
- b. Students who are enrolled part-time will be considered for on-campus housing only after all full-time students have been housed.
- c. The College reserves the right to use a student's disciplinary status as a factor in providing on-campus housing.

## 2. Duration of Contract

- a. This contract is in effect for either half a year or a full year as indicated on the front. The housing contract cannot be terminated by the resident except under the conditions listed in the Contract Release and Termination section of this contract. The College does not provide housing during vacation periods except for those arrangements made for athletes and student teachers who are required by the College to be on campus. If the College makes space available for students with special needs during vacation periods, students may be required to move to residence halls other than their normal place of residence for such periods and they may be charged a daily rate for their stay.

## 3. The College Agrees

- a. To provide a space to the student for a period of either half a year or a full year exclusive of vacation periods or any other period when the College is officially closed
- b. To provide residence hall services, including access to the assigned hall and room, commencing on the official Opening Day
- c. To provide support staff in accordance with College policy
- d. To provide a reasonable amount of light, heat, hot water, and access to telephone, cable and internet services. Student rooms shall be furnished by the College with a bed, mattress, drawer space, desk, chair, and closet space for each student. These furnishings must remain in the room.

## 4. The Resident Agrees

- a. To pay all charges and fees specified, to observe all policies and procedures of New England College and the Office of Residence Life and Housing, and to abide by the terms of this contract. Failure to fulfill the terms of this contract may lead to termination of this agreement, removal from College owned or operated housing, and a review of the individual's status as a student at New England College. If the resident displays behaviors that appear to represent a threat to the resident and/or to the community (i.e. suicidal gestures, drug/alcohol overdose, etc.) the College reserves the right to remove said individual until a determination can be made, through a formal assessment, that the resident no longer presents a threat. In the event of serious concerns about a resident's health or safety, the College reserves the right to notify the resident's parents/legal guardians.

## 5. Assignments

- a. The College does not discriminate in room assignment on the basis of race, color, religion, national origin, physical ability, or sexual orientation.
- b. Assignments for graduate students are made on a space-available basis.
- c. The College reserves the right to consolidate vacancies by requiring residents in under-occupied rooms to move to other vacancies in the same hall/area.
- d. The College reserves the right to change room assignments for health and safety concerns, repair services, disciplinary reasons, on-going community issues, or a roommate incompatibility that cannot be resolved.

## 6. Contract Release & Termination

- a. All housing contracts are binding agreements made for either half a year or a full year as indicated on the front. Graduate students are encouraged, though not required to select a meal plan.
- b. Between June 1, 2011 and July 31, 2011, any student wishing to opt out of their Housing Contract must submit a request in writing to the Residence Life and Housing Office. They will be released and charged \$1,500 Contract Release fee.
- c. After July 31, 2011, the students are financially responsible for the charges associated with the Housing Contract for the academic semester.
- d. Students who fail to maintain full-time status may be removed from their housing assignment at the discretion of the Director of Residence Life and Housing or a designee.

## 7. Contract Assignment

- a. This contract may not be transferred to or assigned to any other person. Residents may not sublet any part of the premises.
- b. Contracts are not transferable from one academic semester to another.
- c. The College can terminate this contract for failure to comply with any portion of this agreement or for a violation of any College or Residential Life Policies and Procedures.

## 8. Room Changes

- a. Students' requests for room changes will not be honored during the first two weeks of a semester, except under rare and extenuating circumstances. All changes must be discussed with the Resident Advisor and the Area Coordinator. Students may not change rooms without prior approval of the Area Coordinator(s) of the areas involved.
- b. A \$300 administrative fee may be assessed for unauthorized room changes, and students may need to move back to original rooms.
- c. Students requesting a room change more than 30 days after the Opening Day of each semester may be assessed a \$150 room change fee.

## 9. Liability/Responsibility for Personal Property

- a. The College shall not be liable directly or indirectly for theft, damage, destruction, loss of money, valuables, or other personal property belonging to, or in the custody of, the student for any cause whatsoever, whether such losses occur in the student rooms, storage areas, public areas or hallways.
- b. The student is encouraged to carry personal property insurance.
- c. Students are particularly encouraged to remove all valuables from their accommodations during periods of absence or during college vacations. In the event of damage by fire, water, steam or other causes which render the room or apartment wholly unfit for occupancy, the College reserves the right to reassign the student to alternative college housing accommodations.

## 10. Damages and Upkeep of Facilities

- a. Each resident is financially responsible for the cost of replacement or repair of any damage to his/her room and its equipment and his/her proportional share of the costs of any damages in the common areas (i.e., halls, bathrooms, lounges, etc.) of the residence halls. These costs will be assessed to students after reasonable efforts to identify the responsible person(s) have been made.
- b. Common area damages are not subject to appeal.
- c. When two or more residents occupy the same room and responsibility for damages cannot be ascertained, the damage charge will be assessed equally among the residents.
- d. Each resident agrees not to modify the room or other part of the building without prior approval of the Director of Residence Life or a designee. This includes shelves, partitions, cable, painting, plumbing, heating, or other structural changes. Similar approval is necessary for alterations to furniture or replacement of College furniture with other items owned by the students.
- e. Furniture cannot be removed from student rooms or common areas, nor exchanged with furniture from another student's room or common area.
- f. Storage for personal property, or unwanted room furniture is not provided by the College.
- g. Each resident assumes responsibility for the daily care and cleaning of his/her room and its furnishings, for removing waste materials regularly to the specified areas, for recycling of materials into designated recycling containers and for maintaining acceptable sanitation and safety conditions. Each resident agrees to use all public areas in a careful manner and to help in assuring their cleanliness.
- h. Each resident agrees not to duplicate the room keys or share their combination. If the key is lost or duplicated the resident agrees to pay the charge for key and lock core replacement. If the combination is shared, the resident agrees to pay the charge for a combination change.
- i. Residents living in rooms, apartments, suites or other locations, containing private hallways, kitchens and baths are required to clean these areas on a regular basis. Failure to do so may result in charges for additional cleaning, removal from the residence hall and restrictions on future housing assignments.

## 11. Check-In and Check-Out

- a. Each resident must follow the check-in procedures established within each hall. This includes registration, receipt of key(s) or combos, and completion of the Room Inventory Form.
- b. Upon vacating the room, the resident must check-out with a staff member according to procedure outlined by staff, including the return of key(s) and completed Room Condition Report.
- c. Failure to check out of the residence hall following the established procedure waives the student's right to appeal damages charges and may result in an improper check-out charge of \$150.

## 12. Rules and Regulations

- a. Living in a residence hall is a community living experience where all members have certain rights and responsibilities. "The Compass" defines the standards of behavior expected of all residents. These guidelines are designed to maximize the positive aspects of living in New England College residence halls for all residents. "The Compass" is available at [www.nec.edu](http://www.nec.edu).