

Residence Life License Agreement

Academic Year 2011-2012

Residence Life Use Only	
Building:	_____
Room:	_____
<input type="checkbox"/> Double	<input type="checkbox"/> Single
<input type="checkbox"/> Triple	<input type="checkbox"/> Quad

This License is between Salem State University and the student. The License is in effect for the entire academic year.

NAME: _____ **STUDENT ID#:** _____
 [Last] [First] [MI]

SEX: Male Female **DATE OF BIRTH:** _____ **CELL PHONE #:** (____) _____ - _____

Note: The Office of Residence Life assigns roommates based on biological sex. If you identify as a trans-gendered student and wish to discuss possible housing options, please refer to the *How to Sign Up for Housing Packet* or our website at: www.salemstate.edu/reslife for the appropriate contact person.

STUDENT STATUS: A. Incoming First-Year Student B. Incoming Transfer Student
 C. Returning Resident Student D. Off-Campus/Waitlist

EMAIL NOTE: The University requires that students maintain an SSU email address. This email address is considered the *primary* means of communication between the Office of Residence Life and the student. Important information will be sent to this email address and it is expected that students check it on a regular basis. SSU email may be forwarded to non-SSU accounts.

HOME ADDRESS _____
 [number & street] [apt#] [city] [state] [zip]

EMERGENCY CONTACT: _____
 [name] [relationship] [City, State] [phone #]

Have you ever been convicted of a felony? Yes No (If yes, please provide a letter of explanation.)

HOUSING INFORMATION

Housing assignments are based on space availability. The Office of Residence Life will make every effort to accommodate housing preferences, however we may not be able to meet all requests.

Traditional-aged first-year students will be assigned to Bowditch or Peabody Hall. Sophomore / second-year students will be assigned to Marsh Hall. Juniors and seniors will be assigned to the apartments. Smoking is prohibited in all residential areas.

HOUSING PREFERENCES

FIRST-YEAR STUDENTS:

Would you prefer a co-ed floor in Bowditch or Peabody if space is available (co-ed floors have same-sex rooms):

Yes No

(Note: Co-ed floors have a single-sex bathroom, the male/female designation of which will change periodically throughout the year)

TRANSFER STUDENTS:

Please rank your preferences* here (1 through 7):

_____ Bates Double _____ Atlantic Double

_____ Bates Single _____ Atlantic Single

_____ Bates 21+ / Non-traditional

_____ Bates 24-Hour Quiet Area

_____ Marsh Hall

*Please note that all transfer students will be assigned based on housing preferences and space-availability, however we may not meet all requests.

SPECIAL ROOMMATE(S) REQUESTED: [only mutual requests will be honored]

 [Name and Student ID (if known)]

 [Name and Student ID (if known)]

Do you give Salem State University permission to release your address, telephone number & email address to your roommate(s): Yes No

MEAL PLAN INFORMATION

- All Residents of Peabody, Bowditch and Marsh Hall are required to purchase a 14-meals or 19-meals/week plan.
- Residents of the Bates Complex and Atlantic Hall are minimally required to purchase a declining-balance Resident Meal Plan. The Resident Meal Plan only carries over from Fall to Spring. Unused monies at the end of each Spring Semester will be forfeited.
- Students who wish to increase their meal plan may contact the Bursar's Office.

TERMS OF AGREEMENT AND CONDITION OF OCCUPANCY

This Agreement is for a residential space, not a particular room. In order to be considered for a space in the residence halls you must turn in a completed *Residence Life License Agreement* to the Office of Residence Life by the deadline specified in the housing materials. Your bill will reflect housing charges based on your room assignment plus a \$20.00 Residence Activity Fee (per semester). An annual \$50.00 Damage Deposit is also required. The Housing Deposit and Residence Activity fee are not refundable except as provided in the Terms and Conditions of this Agreement.

This Agreement does not convey any tenancy or other property interest to you, the Resident; it creates a licensor/licensee relationship subject to the Terms and Conditions stated in this Agreement (see reverse side of this document). A room may be occupied by only the person(s) properly assigned to the room. A room assignment, the Housing Deposit of \$225.00 and this Agreement are not transferable, and occupancy by a student or other person without authorization is not permitted. "Occupancy" is defined by the issuance of a key or key-card access to you, the resident, for a specified room and does not require your actual physical presence and/or your possessions.

This Agreement becomes effective upon receipt of this contract by the University. Your signature on this License Agreement signifies that you have read this Agreement including the Terms and Conditions (on the reverse side of this document) and agree to abide and be bound by all terms and policies specified in this Agreement and each and every other policy or regulation issued by the University regarding residential living.

STUDENTS ARE REMINDED THAT THIS LICENSE AGREEMENT IS FOR THE ENTIRE ACADEMIC YEAR

[Opening day in August or September through closing day in May - see reverse side for cancellation information]

New students who receive housing through the admissions process are guaranteed on-campus housing for their first three consecutive years contingent upon students following the policies specified in this Agreement. The 3-year guarantee is also contingent upon students paying the Housing Deposit for the upcoming year by the deadline specified by the Office of Residence Life (typically early in the Spring Semester). After the third (Junior) year, residency may be based on a lottery. Students who officially leave University housing at any time during their career at Salem State University (except for Study Abroad) will lose their housing guarantee and will only be invited to return to housing through the Waitlist. The University does not guarantee availability for any additional academic years. Students who receive housing through the Waitlist process may still participate in the lottery process by paying the Housing Deposit by the specified deadline(s).

Based upon the recommendation from the Student Government Association in the Spring of 1999, students with mobility impairments are exempt from the lottery. Additionally, students who are granted housing in the lottery process will be limited to a maximum of (10) semesters on campus, provided that they remain enrolled as a full time student. Thus each resident may only participate in the lottery process for a maximum of two years.

I hereby acknowledge that I have read and understand this Agreement including its Terms and Conditions (on the reverse side of this document) and all other University policies regarding residential living referenced therein, and agree to abide by and be bound by the provisions of the same.

 [Signature of Student]

 Date

 [Signature of Parent or Guardian]*

 Date

*The signature of parent or guardian, as well as that of the student, is only required for students under 18 years of age.

TERMS AND CONDITIONS OF STUDENT HOUSING

I. APPLICATION PROCESS

- A. SSU agrees to reserve a housing accommodation for the student subject to the following conditions: Salem State University, henceforth referred to as SSU, agrees to grant occupancy of one (1) residence hall space to the resident. This space is granted with the understanding that the resident is a full time student in good academic standing and remains in this status for the duration of this Agreement. Any student who is not registered for at least twelve (12) academic credits per semester is subject to having his/her housing Agreement revoked. A waiver may be granted during the term of this License, at the discretion of the University, for students not registered for at least 12 academic credits.
1. A signed copy of this Agreement (the student shall retain the bottom yellow copy for his/her records) must be submitted to the Office of Residence Life. The required Housing Deposit should be sent to the Bursar's Office. IF SPACE IS NOT AVAILABLE, ALL PAYMENTS WILL BE CREDITED TO THE STUDENT'S ACCOUNT.
- B. A damage deposit balance of \$50.00 (to-be included on the student bill) must be maintained on file during the entire residency of the student. The balance of this deposit is to be returned at the conclusion of the academic year, less any amount deducted for damages.

II. DURATION OF AGREEMENT

- A. Students may move into the Residence Halls on the day preceding the first complete teaching day. All students must be completely checked out of their assigned space by 5:00 PM THE DAY AFTER THEIR LAST SCHEDULED EXAMINATION OR BY 5:00 PM THE DAY THE RESIDENCE HALLS OFFICIALLY CLOSE, whichever ever comes first. Any student seeking exemption must submit a written request to the Director of Residence Life. The residence halls are closed during break periods (i.e. Thanksgiving Break, Winter Break, Spring Break, etc.) Students may request to stay in a designated area over break providing they gain approval from the Office of Residence Life, pay an additional fee, and follow the guidelines provided.
- B. **Cancellation of Agreement by the Student:**
Students desiring to cancel their *Residence Life License Agreement* must submit a completed *Request for Cancellation of Residence Life License Agreement* to the Office of Residence Life.
1. The **License Agreement is for the entire academic year** (or the remainder of the academic year if assigned after Opening Day). In the event that the student withdraws, transfers or otherwise officially separates from the University during the academic year, s/he must submit a completed *Request for Cancellation of Residence Life License Agreement* to the Office of Residence Life along with supporting documentation from the Office of Student Records prior to the date of their withdrawal. Once verified by the Office of Student Records, the request will be approved. (please see the Residence Life Cancellation Fees and Housing Refund Policy below).
 2. If the student wishes to forfeit his/her room reservation prior to occupying his/her assigned space, or if a student wishes to leave campus housing after occupying his/her space, s/he must submit a *Request For Cancellation of Residence Life License Agreement* form to the Office of Residence Life for consideration, however submission of such a request does not guarantee the request will be approved. If a student moves out of a hall without being released from the License Agreement, the **student will be responsible for room charges for the entire academic year**. Students graduating in December and students not registered for Spring Semester classes at the University will be released from the Spring Semester portion of the Agreement upon notification from the student and verification from the Office of Student Records. Students will be responsible for room charges for the entire academic year if dismissed from the residence halls for disciplinary reasons.
 3. The student is responsible for notifying the Office of Residence Life *in writing* of his/her request to cancel the room assignment. If a student fails to occupy his/her assigned space by the first day of classes or if the student fails to notify the Office of Residence Life *in writing* of his/her intent to arrive after the first day of classes, the Office of Residence Life reserves the right to cancel this License Agreement and associated room assignment. If a student registers at SSU but fails to occupy his/her assigned space by the first day of classes and the student fails to notify the Office of Residence Life *in writing* of his/her request to cancel the room assignment, the student may be responsible for room charges for the semester unless released by the Director of Residence Life. (See #2 above)
 4. The **Housing Deposit** will be credited to the student's account only:
 - a. If a returning resident student notifies the Department of Residence Life *in writing* by June 1 that s/he is not returning to the residence halls for the upcoming year.
 - b. If a space in the residence halls is not provided by SSU
 - c. If a student is dismissed from SSU for academic reasons.

Residence Life Cancellation Fees and Housing Refund Policy

If a student has received an **approved** REQUEST FOR CANCELLATION form, the student will be subject to the following cancellation fee and refund policy:

REQUESTS FOR CANCELLATION received for the Fall semester:

- On or before June 1, the Housing Deposit will be credited to the student's account, no cancellation fee will be assessed, housing charges will be refunded
- After June 1 and before August 1, the student shall forfeit the Housing Deposit, no cancellation fee will be assessed, housing charges will be refunded
- August 1 through first day of classes, the student shall forfeit the Housing Deposit and shall be assessed a \$250 cancellation fee, housing charges will be refunded

REQUESTS FOR CANCELLATION received for the Spring Semester:

- On or before the first Monday in January, no cancellation fee will be assessed and housing charges will be refunded
- The first Tuesday in January through the first day of Spring semester classes, students will be assessed a \$250 cancellation fee (except for Academic Dismissal) and housing charges will be refunded

For both the Fall and Spring semester, beginning on the first day of classes, housing charges and related fees will be pro-rated weekly during the first 3 weeks of the semester (a week is defined as five class days). After the third week, there is no refund for room charges and related fees. For cancellations before the beginning of the semester, the date that the REQUEST FOR CANCELLATION is received in the Office of Residence Life will be considered the official cancellation date. For cancellations on or after the first day of classes, the date of official residence hall checkout will be considered the official cancellation date. If a student fails to check out properly (walk-out) after his/her Official Withdrawal, Leave of Absence or other approved REQUEST FOR CANCELLATION, the student may be held responsible for housing fees for the entire semester.

C. Termination of Agreement by the University:

The University reserves the right to terminate this Agreement and may require a student to leave a residence hall for any cause it deems sufficient in its discretion, subject to the relevant provisions in the Student Conduct Code. Examples of cause sufficient to terminate this Agreement include:

1. Failure to make payment of required charges by announced deadlines.
2. A change in your student status, including academic or disciplinary sanctions.
3. Failure to register for classes or failure to attend classes and/or failure to retain your status as a degree seeking student.
4. Failure to comply with state or federal laws, residence hall policies and regulations, or rules and regulations as described in The University Catalog, The Guide to Living on Campus, The Student Conduct Code, The Compass, this Agreement, or any other published rules and regulations of the University.
5. Failure to admit an officer or agent of the University for reasonable inspection of the room for health, safety, or sanitation standards.
6. Failure to comply with the direction or order issued by any officer of the University.
7. Tampering with life safety equipment or otherwise endangering the safety and/or security of other residents.
8. Failure to occupy the assigned space before the established deadlines for each semester.
9. Making a false statement or misrepresentation on any information provided to us, which includes this document, the *Residence Life License Agreement*.
10. Disorderly, immoral, destructive or unlawful conduct on-campus.
11. Misuse, abuse, theft or destruction of University property.
12. Violation of University policies regarding use and possession of alcoholic beverages or the violation of visitation regulations.
13. Possession, sale or use of weapons, firearms, ammunition, explosives or any type of flammables in or near the residence halls.
14. Possession, sale and/or use of drugs or narcotics without a medical prescription.
15. General behavior in the residence hall over a period of time that indicates the student is not able to adjust to a group living environment.

Should this Agreement be terminated, the student will be required to vacate the residence halls based on the time specified by the University. In the event the student does not vacate within the allowed period, the room lock will be changed at the student's expense and any property of the student remaining in the residence hall room or building may be treated as abandoned property or stored and held under limited access. All charges for removal and disposal will be assessed to the student.

Termination for any of the above reasons will result in the student being liable for all charges assessed during the term of this Agreement; the student will not receive any refund for room and board fees, will forfeit their Housing Deposit, will be financially responsible for any room damages and unreturned keys, and will be required to properly check-out with a residence hall staff member.

III. USE OF PREMISES

- A. **Student Rooms:**
The student shall be held responsible for the proper care of the room (& apartment) assigned and its furnishings and make prompt payment for its damages. A student also shares responsibility with other residents for the furnishings and care of public areas. The student must officially check in and check out of his/her room with residence life staff. A preliminary statement of damages will be issued when the student signs his/her room condition report at check-out. A final statement of damages will be available 2 weeks after the student signs his/her room inventory form at check-out. This allows staff to do a final inspection of the room. A student shall not move SSU furnishings in or out of his/her room.
- B. **Common Areas – Damage and Vandalism:**
All residents share the liability for damages to all common areas, including, but not limited to the ground floor common areas, elevators and stairwells. Floor residents share the liability for damages to common areas on their respective floor. All repair costs for damages not attributable to a specific individual(s) will be divided equally among all floor or all hall or townhouse residents in accordance with the location of that damage. Once assessed, Common Area Damage charges are final, and may not be appealed by the student.
- C. **Health and Safety Inspections:**
Approximately once each month the residence halls and apartments will be entered by university personnel and will be checked for health concerns, or any damage which may have gone unreported. Twenty-four (24) hour notice is normally given prior to routine inspections, however SSU reserves the right to enter without prior notice (see below).
- D. **Rights of the University:**
 1. **Right of Entry** — Authorized SSU personnel may enter residential rooms without notice for the following reasons: maintenance and housekeeping purposes, health and safety inspections, inspection for damage, vacation closing inspections and for other emergency purposes. SSU also reserves the right to enter a residential room if there is a reasonable cause to believe that a violation of University rules or regulations is taking place. If there is some specific reason to suspect that a criminal offense has taken place or that evidence of such an offense may be secured in a room, University personnel will enter the room only with a resident's permission or pursuant to a warrant. If in the course of any entry made pursuant to this paragraph D(1), illegal materials are found in plain view, they will be removed and the affected resident(s) will be notified of the confiscation and face possible disciplinary action.
 2. **Changes in Room Assignment** — SSU reserves the right to assign a resident to another room or residence hall or assign another student to a vacant space in a room at any time during the occupancy for reasons deemed sufficient by the University, and this Agreement will remain in effect and will apply to the student's occupancy of that other space.
 3. **Closing a Floor** — SSU reserves the right to close a floor and cancel all floor occupants Housing Agreements in the event of excessive vandalism or safety violations.
 4. **Checking Bags** — SSU reserves the right to check bags for alcohol, weapons or other unauthorized items in order to maintain the safety and well being of residents and facilities.
- E. **Special Needs:** Please contact the Office of Residence Life if you are a student with special needs and are requesting particular accommodations.

IV. RIGHTS, RESPONSIBILITIES AND REGULATIONS

In accepting a reservation for room and board in a SSU residence hall, the student applicant agrees to all Terms and Conditions stated in this Agreement. Housing rules and regulations appearing in the most recent **University Catalog, Guide to Living on Campus, Student Conduct Code, and Compass**, or as revised from time to time by the Office of Residence Life, are made part of this Agreement. All residential students must comply with state and federal laws.

NOTE: For a description of specific policies/details, residents are advised to refer to the above publications regarding, but not limited to the following residence hall and University regulations: damages and vandalism; guests; pets; appliances; candles; fire safety; gambling; alcohol; parties; noise; solicitation; room alterations; lounge furniture; drugs; firearms; general behavior; trespassing; and prohibited items.

A. Special Considerations:

1. **Roofs and ledges** — because of danger involved, students are not permitted on roofs or ledges of the residence halls or townhouses.
2. **Window screens** — Students are required to keep screens in the room windows at all times. A fine of \$50.00 may be assessed should the window screen be out of place at any time.
3. **Guests** — Guests must observe University and residence hall policy and the host is responsible for his/her guests conduct. Guests in Peabody, Bowditch, Atlantic, & Marsh Residence Halls must register at the main desk upon entering the building. All guests must be escorted by their resident host at all times while in the residence halls.
4. **Abuse of Fire Equipment** — Fire fighting equipment and alarms shall not be used except in the case of fire or during an actual drill. Abuse of fire equipment and related evacuation notices and exit signs could result in a fine from the City of Salem of not less than \$100.00 and of not more than \$500.00 after due process.
5. **University Liability** — SSU is not liable for any personal injury sustained by students, their families or guests in or about the residence halls or for any theft, loss or damage to student's personal property. **Students are encouraged to carry appropriate personal property insurance.**
6. **24-Hour Quiet Hours During Final Exams** — Students who violate this policy are subject to immediate removal from the residence hall for the remainder of the semester.