



RHODE ISLAND COLLEGE

Residential Life and Housing/Dining Contract 2020-2021

By submitting payment of a \$200 non-refundable housing deposit to the Bursar and completing and signing the Residential Life and Housing/Dining Contract, each student agrees to all terms and conditions pertaining to the occupancy of a residence hall at Rhode Island College. Rooms are contracted for the entire academic year. Students should read the provisions carefully before submitting a completed contract.

TERMS AND CONDITIONS

1. ELIGIBILITY

- a. To be eligible for on campus housing, a student must be enrolled at Rhode Island College as a full-time, matriculating student taking a minimum of 12 credit hours per semester. Any special circumstances must be approved by the Director of Residential Life and Housing. Part-time students who desire to reside in College residence facilities, or students who continue to reside in the halls after becoming part-time students, may at the discretion of the College be allowed to reside in College residence facilities. Such permission, if granted, shall not be automatically renewable.
- b. Each resident must pay a non-refundable deposit of \$200.00 when reserving their room. This deposit will be used to reserve your space and will be applied to your room charges.

2. OCCUPANCY PERIOD

- a. Rooms are contracted for the entire academic year. The academic year commences on the move-in date that is provided in writing from Rhode Island College Residential Life and Housing or the day a student accepts their room key, whichever comes first. For graduating students, the Agreement terminates at 10 a.m. on the day after Rhode Island College Commencement. This Agreement excludes College vacation periods.
- b. A student's residency will be terminated if they do not sign for their keys and occupy their room assignment within three (3) business days after the first day of classes for the semester. Thereafter, the space will be reassigned. This reassignment of the space does not release the student from the obligations of the Residential Life and Housing/Dining Contract. An exception may be made for students who informed the Office of Residential Life and Housing, in writing, as to a planned arrival at a later time.
- c. Students must completely vacate their rooms within 24 hours after their last exam each semester or by the official date of closing (whichever comes first); and at designated vacation/closing periods during the year. A fine of \$50.00 will be assessed if an unauthorized student is found in a residence hall after official closing.
- d. Residency will be terminated upon withdrawal. Residents must vacate within 48 hours following termination of their student status; they must complete the official check-out procedures with a member of the Residential Life & Housing staff.

3. OCCUPANCY DURING VACATION PERIODS

- a. This agreement does not grant permission for a student to remain in housing during College vacation periods of Winter Break and Spring Break. Students may apply to remain in housing during the College vacation breaks for an extra fee.
- b. The College reserves the right to use a student's room during a vacation period. Reasonable notice of intended use must be given so that the student may make arrangements for their property.

4. HALL/ROOM ASSIGNMENT CHANGES

- a. Room and Hall changes will not be permitted during the first and last two weeks of each semester.
- b. All room change requests are subject to availability of space. Changes, when approved, are granted on a "first come, first serve" basis.
- c. Because of variable residence rates, adjustments to the rate from the new assignment offered may be made. The student is responsible for payment of the adjusted rate from the room change.
- d. Residents have 48 hours from the time of offer to complete their room change. Residents may not occupy two spaces for more than a 48-hour period. When an occupant transfers to another hall, they must complete the official check-in and/or check-out procedures with a member of the Residential Life & Housing staff.
- e. If you have been approved for a room change from a hall you will maintain your current dining plan.
- f. If you are initiating your room change request for medical accommodations, please note that Disability Services is responsible for evaluating and granting reasonable accommodation requests for disability-related accommodations. Students must request housing-related accommodations based on current medical, mental health, or food related disabilities through Disability Services. The Health & Wellness Office (Health Services and Counseling) may be consulted.
- g. A fine of \$50.00 per person will be charged for any unauthorized room changes and/or unauthorized housing of non-residents.

5. MAINTENANCE OF PREMISES

- a. Residents will be held liable for damage to or loss of College property based on inspection before and after occupancy. Residents are not allowed to make changes or adjustments to rooms or furnishings (i.e. deadbolt locks, construction of lofts, painting of rooms and suites, etc.).
- b. Rooms, bathrooms and suites must be left clean and in good condition. Each student is individually responsible for damage or loss in their room. If damages or losses in a suite or hall cannot be assessed to an individual the assessment will be charged to members of that particular suite or hall. Any student who is billed for personal damages (excluding common area charges) in excess of \$400 will have their housing status reviewed.
- c. Students are required to keep the room or suite and premises in a clean and sanitary condition and report any unsatisfactory conditions promptly.
- d. Health and Safety Inspections will be conducted. If a room or suite is found to be a health and safety violation, the College may have the room or suite cleaned or remediated, and pest control service administered. The College may also, in its sole discretion, move a student(s) temporarily or permanently to accomplish this work. Any such expense will be borne by the student where the condition is due to the student's actions or failure to act as required.
- e. In the event of a pest infestation, the College has contracted with a private vendor to exterminate pests with minimal pesticides. To request pest control service, the student must submit a service request via the Residential Life & Housing Office, where requests are forwarded to the vendor. The residents will be given instructions of how to prepare the room or suite prior to the arrival of the vendor.
- f. Failure to notify or take immediate action as directed by the College regarding maintenance and pest control hazards or deficiencies on College property will result in student being charged for damages, repairs, and services. Student agrees to follow all directives in order to eradicate pests. This may include room preparation, clothes laundering, and leaving student's bedspace for a period of time.
- g. Residents are expected to notify the Residential and Housing Office of any potential fire or safety hazards and promptly report a fire, or indication of a fire, of any type. Additionally, they are responsible for reading and observing all College fire safety guidelines and must participate in evacuations, including drills and fire safety inspections. Students are expected to help prevent false alarms and should immediately report any tampering with fire safety equipment to their hall staff members. Tampering with fire safety equipment (including but not limited to: extinguishers, alarm systems and conduit, smoke detectors, sprinkler heads, strobes, devices, door closers, and exit signs) is prohibited. This includes covering, disarming, attaching to, or hanging anything from this equipment. Residents are financially responsible for charges assessed as a result of tampering with fire safety equipment and should expect referral to the Student Conduct Board, immediate removal from the residence hall, and possible arrest under Rhode Island State Law.

6. COMMUNITY STANDARDS

- a. Students must adhere to the Student Code of Conduct (<http://www.ric.edu/studentlife/Pages/handbook.aspx>) and all Residence Hall Policies and Procedures as stated in the Resident Student Handbook (<http://www.ric.edu/residential-life/Pages/Policies.aspx>) Student are subject to termination of housing for violations of such policies.
- b. Students are responsible for all activities occurring within their room, suite and bathroom. This includes any improper behavior and/or damage to the property by a guest whether the resident is present or absent at the time it occurs.
- c. Any residents involved in deliberately discouraging or rejecting a fellow student who is officially applying for or attempting to occupy a legitimate vacancy, will be reassigned within College housing or may be dismissed from College housing.
- d. In the event changes in policies occur during the year they must also be followed. Violators are subject to termination of their residence hall contract and/or disciplinary action by a College authority or College Conduct Board.
- e. Monetary fines will be assessed for various Residential Life and Housing Policy Violations or for the failure to pay previously assessed fines.

7. RIGHT OF ENTRY

- a. Authorized College representatives shall have the right to enter housing spaces without prior notice for the purpose of: fire safety and health inspections, compliance with multiple dwelling unit laws, responding to clear indications of immediate danger to life, safety, health or property, or maintaining the conditions of the facilities and furnishings.
- b. Whenever possible, students will be present during room entries. Students will be notified at least 48 hours before formal Health and Safety Inspections are conducted.
- c. A search of premises occupied by students or the personal possessions of students may be conducted upon authorization of designated College Officers or Police to determine compliances with College regulations and State Laws where there is probable cause to believe that a violation has occurred or is taking place.

8. INSURANCE

- a. The College is not responsible for injuries or loss of student property by fire, theft, water damage, etc. The College's insurance program is limited to coverage of College-owned property. Every resident is encouraged to obtain/carry adequate personal property insurance and health insurance.
- b. Subject to the provisions of applicable law, the College shall not be liable directly or indirectly for personal injury, loss, and/or damage to personal property of a resident, guarantor, legal guardian, or guest caused by fire, theft, or any other cause, whether such personal injury, loss, or damage occurs in a residence facility or elsewhere on or off the College campus.

9. ADDITIONAL CONDITIONS

- a. A resident must occupy their own assigned room; it may not be rented to any other individual.
- b. Residents are subject to removal from the halls if they allow other residents or non-residents to live in their room and/or suite.
- c. When there are two or more double rooms occupied by one person The Residential Life and Housing Office has the right to move students together so that all double rooms are occupied by two people, or the student may be charged the cost of both spaces.
- d. The College reserves the right to adjust a student's room assignment when in its sole discretion such action is deemed necessary.
- e. This Agreement is not a lease and is not governed by the Rhode Island Residential Landlord Tenant Act, R.I.G.L. 34-18-8. This agreement shall be governed by Rhode Island law and the courts of the State of Rhode Island shall have exclusive jurisdiction over any suits arising hereunder.
- f. A student may not be able to participate in the Housing Eligibility Process and/or the Room Selection Process if they are on Housing Probation or have an unpaid balance.
- g. Rhode Island state law requires that all residential students meet immunization requirements mandated by the Rhode Island Department of Health. A completed immunization record and a medical physical examination, signed by a health care provider, must be entered into the Health Services Patient Portal before a student may receive their room key.
- h. The Office of Residential Life & Housing will use email as an important form of communication. Students are expected

10. CANCELLATION OF HOUSING CONTRACT BY STUDENT

- a. Cancellation Prior to Cancellation Deadline- Enrolled Students: Matriculated students who paid a housing deposit, signed the housing contract, and chose a housing assignment for the following academic year during the College's official Housing Selection Process may cancel their housing through written request at no additional fee, if written request is received by May 15th. Cancellation will result in forfeiture of \$200 housing deposit.
- b. Cancellation Prior to Cancellation Deadline- Non-Enrolled Students: Students who have yet to matriculate to the College (i.e. New First Year students and New Transfer Students) who paid a housing deposit, signed the housing contract, and were given a housing assignment for the following academic year from the Residential Life & Housing Office may cancel their housing through written request at no additional fee, as long as written request is received by August 1st for the fall semester or January 1st for the spring semester. Cancellation will result in forfeiture of \$200 housing deposit.
- c. Cancellation After Cancellation Deadline- Students who paid a housing deposit, signed the housing contract, and have a housing assignment, must submit a Contract Release Request Form to the Office of Residential Life & Housing for consideration. The College may exercise its discretion to grant or deny the request. If the College denies the request for cancellation, the student shall owe the full fee period of the housing contract (academic year), any charges for damages, cleaning, and any non-refundable housing fees. If the College accepts the cancellation request, the student shall owe the full period of occupancy used, plus a release of contract fee equivalent to a four (4) week rent fee at the student's current housing rate, any charges for damages, cleaning, and any non-refundable housing fees.
- d. Contract Release Request Form: Students who wish to cancel their housing after the cancellation deadline, and have circumstances that meet the criteria below, may submit a Contract Release Request Form for review.
 1. Withdrawal from the College
 2. Graduation from the College
 3. Military Deployment
 4. Attendance to an official College approved program (i.e. study abroad, national student exchange, or the equivalent)
 5. Financial Hardship (Must include verification appropriate to the circumstance and must demonstrate a loss of income that has occurred since the cancellation deadline. Petitions for release will be reviewed with the Financial Aid and Bursar Offices.)
 6. Medical Hardship (Must include medical documentation from a licensed physician on official letterhead, stating medical diagnosis, as well as a statement of how living on campus is related to the illness and the student's treatment. Petitions for release will be reviewed by the Health & Wellness Office (Health Services and Counseling.))
- e. Students who are released from their housing contract will be charged a release of contract fee equivalent to a four (4) week rent fee at the student's current housing rate except in the following situations:
 1. Withdrawal from the College
 2. Graduation from the College
 3. Military deployment
 4. Attendance to an official College approved program (i.e. study abroad, national student exchange, or the equivalent)
- f. Any student who fails to occupy their assigned space one week after the contract start date shall be considered a "no-show" cancellation. Students considered "no-show" cancellations shall owe the full fee period of the housing contract (academic year) for enrolled students, or the four (4) week rent fee for non-enrolled students, plus any charges for damages, cleaning, and any non-refundable housing fees.

11. REVOCATION OF HOUSING CONTRACT BY COLLEGE

- a. If the student is evicted from College housing, voluntarily leaves College housing, or is suspended from the College, the student shall owe the full fee period of the contract (academic year), any charges for damages and cleaning, and all non-refundable housing fees.
- b. The College reserves the right to suspend or revoke a student's housing provided by this contract when the safety or health of the student or any member of the College community is threatened, pending due process action by an appropriate judicial authority or administrative officer.
- c. Students are subject to termination of housing for violations of College policies as stated in the Student Code of Conduct and Resident Handbook.
- d. Residency will be terminated should a student be dismissed for any reason from the College.
- e. Students who have a medical or emotional difficulty that render continued residency unsafe for the student or other residents or who violate the conditions of this contract may be required to terminate residency.
- f. The Office of Residential Life and Housing reserves the right to suspend or revoke housing provided by this contract if money is owed to Residential Life and Housing or to the College. This includes but is not limited to: room reservation and damage deposits, room and board fees, monies owed for outstanding hall damages or other bills.

12. REFUND POLICY FOR WITHDRAWAL FROM THE COLLEGE

- 100 percent prior to August 1st
- 90 percent prior to the first day of classes
- 75 percent during the first week
- 50 percent during the second week
- 25 percent during the third week
- No refunds after the third week of classes

13. COLLEGE DINING SERVICES POLICIES

(Students should contact Dining Services directly for any meal plan or other dining related questions/concerns.)

- a. In accordance with existing covenants, all students who reside in College residence halls are required to purchase one of the Residential Meal Plans offered, as listed on the Dining Services Website.
- b. All Meal Plans are contracted for Fall and Spring semesters. The contracted Meal Plan effective dates are as stated on the Meal Plan calendar posted on the Dining Services Website.
- c. The College reserves the right to adjust Meal Plan rates during the year to compensate for cost of living increases.
- d. Residents have the sole responsibility for monitoring the balances and timely usage of their Meal Plan components, to maximize the opportunity to fully utilize their meal plan.
- e. Meal Plan periods and days shall be as listed on the Meal Plan calendar. The college reserves the right to modify Plan dates, meal periods, and meal locations due to inclement weather and/or unique circumstances.
- f. Meals are redeemable at Donovan Dining Center only. Flex Points may be used at Donovan Dining Center, the Café, and food/beverage vending machines.
- g. Special Diets: All Residents with dietary issues are encouraged to contact Dining Services Nutritional Consultant for advice and assistance.
- h. Food Allergies/Impairments: Rhode Island College is committed to making reasonable accommodations to meet the food service needs of individuals with a food related disabilities and sensitivities, in a manner consistent with the Rhode Island College Policies and Procedures Manual for Students with Disabilities. Residents seeking accommodations must self-identify and provide appropriate documentation of their condition to the Disabilities Service Center and the Dining Services Registered Dietician. Additional information on this process can be found at www.ric.edu/disabilityservices or by calling (401) 456-2776
- i. Alcohol: Possession or consumption of alcohol is not permitted in the Dining Services facilities.
- j. Misuse: Improper use of the Dining Services meal cards such as use by other than the ID holder is prohibited. Offenders will be referred to the College Conduct System for formal Conduct action. Persons attempting to use meal cards not belonging to them may be billed for a full semester meal plan and/or have sanctions imposed as a result of formal conduct action.
- k. Disturbances: Loud and/or abusive action (including harassment of staff/students and participation in "food fights") which disturbs or threatens the peaceful assembly of students in the Dining Services facilities will be grounds for referral to the College Judicial System.
- l. Dining Services does not offer refunds for missed meals. Residents are encouraged to fully utilize their weekly allotment of meals and/or contact Dining Services for assistance to avoid missed meals.
- m. If a returning resident withdraws from the residence halls or the college, before August 1st the Meal Plan fees will be cancelled.
- n. If a resident withdraws from the College after August 1st, the Meal Plan fee will be refunded based upon the established refund schedule as posted on the Dining Services Website.
- o. Any resident who is approved to withdraw from housing and continues as a student at RIC may continue to use their Meal Plan and will be billed accordingly.
- p. Any resident who is approved to withdraw from housing and who chooses not to continue using their Meal Plan shall be provided a refund, based upon the established refund schedule as posted on the Dining Services Website utilizing the latter of
 - The end of the week in which the plan was last used or
 - The date their request for release was approved.
- q. Residents who are not approved to be released from their Housing/Dining contract will continue to be billed for the Meal Plan for the Fall and Spring semesters.

14. EXCEPTIONS TO CONTRACT TERMS

- a. Only the Director of Residential Life & Housing or their designee can make exceptions to the terms and conditions of this contract.
- b. Resident Assistants (RA's), Graduate Community Advisors (GCA's), Hall Directors, Area Coordinators and other office staff are not authorized to modify the terms and conditions of this contract.

15. EFFECT OF SIGNATURE

- a. By entering this contract, you certify that you have read all the terms and conditions of the Rhode Island College Residential Life & Housing/Dining Contract and agree to all the terms and conditions herein.