



RHODE ISLAND COLLEGE

Residential Life and Housing/Dining Contract 2019-2020

Upon payment of a housing deposit, submitting a housing application and/or receiving a housing assignment, each student agrees to all terms and conditions pertaining to the occupancy of a residence hall at Rhode Island College. Students must read the terms carefully and contact the Office of Residential Life and Housing ("RLH") if they have any questions.

Student Name _____ Student ID # _____
Signature _____ Date _____

TERMS AND CONDITIONS

1. 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. For graduating students, the Agreement terminates at 10 a.m. on the day after Rhode Island College Commencement. **This Agreement excludes College vacation periods.**
2. A housing deposit of \$250 (non-refundable) will be paid to the Bursar's Office. If a resident withdraws from the residence halls and/or the college before August 1 the room and board fees. Students who cancel will forfeit their \$250 deposit.
3. 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.

OCCUPANCY

1. A resident must occupy their own assigned room; it may not be rented to any other individual.
2. A fine of \$50.00 per person will be charged for any unauthorized room changes and/or unauthorized housing of non-residents.
3. Residents are subject to removal from the halls if they allow other residents or non-residents to live in their room and/or suite.
4. When an occupant enters or withdraws from the hall or transfers to another hall, they must complete the official check-in and/or check-out procedures. In addition, they must have their room checked by a Resident Assistant or a RLH professional staff member before an adjustment can be made. Failure to check-out properly may result in a \$50.00 fine.
5. 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); within 48 hours following termination of their student status; 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.
6. 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.
7. 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.
8. Students in "over-crowded" doubles will be offered to move to regular spaces as they become available. At that time the room rate will become adjusted to reflect the change. Students are required to move into the offered space.
9. 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.
10. The College reserves the right to adjust a student's room assignment when in its sole discretion such action is deemed necessary.

TERMS OF RESIDENCY

1. Involuntary Termination- 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. The resident must complete the Application for Release form and must be properly checked out including the return of all keys and the room condition report to Hall Staff.
2. 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.
3. Students must adhere to all Residence Hall Policies and Procedures and are subject to termination of housing for violations of such Policies and Procedures and/or the Student Code of Conduct.
4. Residency will be terminated upon withdrawal and/or dismissal from the College.
5. 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.
6. Voluntary Termination- A student who voluntarily terminates residency must officially withdraw from the residence hall by completion of the Application for Release form and must be properly checked out with return of all keys and the room condition report to Hall Staff.
7. 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

CONDITIONS GOVERNING RESIDENCY

1. Each resident must pay a non-refundable deposit of \$250.00 when reserving their room. Residents are billed for damages, and losses they occur during the period of occupancy.
2. 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.).
3. 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.
4. Residents are responsible to obey all rules of their hall government and regulations of the College as printed in this contract, the Office of Residential Life and Housing Resident Student Handbook, and the Rhode Island College Student Handbook. 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.
5. The College reserves the right to suspend 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.

6. The Office of Residential Life and Housing reserves the right to suspend housing provided by this contract if money is owed to Residential Life and Housing or to the College. This includes: room reservation and damage deposits, room and board fees, monies owed for outstanding hall damages or other bills.
7. Monetary fines will be assessed for various Residential Life and Housing Policy Violations or for the failure to pay previously assessed fines.
8. 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
9. Authorized College representatives shall have the right to enter housing spaces without prior notice for the purpose of:
 - a. fire safety and health inspections,
 - b. compliance with multiple dwelling unit laws,
 - c. responding to clear indications of immediate danger to life, safety, health or property, or
 - d. maintaining the conditions of the facilities and furnishings.

Whenever possible, students will be present during these entries. Students will be notified at least 48 hours before formal Health and Safety Inspections are conducted.

10. 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.
11. 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. 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.
12. 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.

ROOM CHANGES

1. All room change requests are subject to availability of space.
2. 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.
3. Residents have 48 hours from the time of offer to complete their room change. Residents may not occupy two space for more than a 48-hour period.
4. If you have been approved for a room change from a hall you may maintain your current dining plan
5. 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.
6. Room and Hall changes will not be permitted during the first and last two weeks of each semester. Changes, when approved, are granted on a "first come, first serve" basis.

COLLEGE DINING SERVICES POLICIES

1. In accordance with existing covenants, all students who reside in College residence halls are required to purchase one of the offered Meal Plans.
2. All Meal Plans are contracted for one full academic year.
3. The College reserves the right to adjust Meal Plan rates during the year to compensate for cost of living increases.
4. Residents have the sole responsibility for monitoring their Meal Plan, Guest Pass, and Bonus Point balances.
5. Board Meals and Guest Passes are redeemable at Donovan Dining Center only. Bonus Dollars may be used at the Café, the Galley, and Donovan Dining Center.
6. Special Diets: The College is a non-sectarian institution and resources are not available to construct special diets for religious, personal or unique medical reasons. All Residents with dietary issues are encouraged to consult with Health Services or the Dining Service Nutritional Consultant for advice.
7. 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
8. Alcohol: Alcohol is not permitted in the Dining Services facilities.
9. 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
10. 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.
11. There is no refund for missed meals.
12. If a student new to RIC, withdraws from the College after August 1st, the Meal Plan fee will be refunded on a prorated basis based upon the latter of week after their last use of the Meal Plan or the date their request for release was approved.
13. If a resident withdraws from the residence halls or the college before August 1st the Meal Plan fees will be cancelled.
14. 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.
15. Any resident who is approved to withdraw from housing and who chooses not to continue using their Meal Plan shall be provided a refund of the food cost portion of their plan, prorated, based upon the latter of week after their last use of the plan or the date their request for release was approved.
16. Residents who do not receive approval will be billed for the Meal Plan for both semesters.

HOUSING CANCELLATION POLICY

The Housing Contract is an annual contract that covers both the fall and spring semesters. Students wishing to cancel the housing contract will be automatically released provided their cancellation request is received by August 1st. Students who are released will forfeit their \$250 housing deposit. Students who will be new to housing for the spring semester and wish to cancel their housing contract will be automatically released provided their cancellation request is received by December 1. Students who are released will forfeit their housing deposit. Students who wish to cancel their housing contract after the deadlines will only be automatically released if they are officially withdrawing from the college, graduating, or studying abroad. A housing contract cancellation request must be submitted. Students who wish to cancel their housing contract after the deadlines for reasons other than those listed above must request to be released from the housing contract by submitting the housing contract appeal cancellation request. It is not guaranteed that the request will be granted. The request will be reviewed by the Office of Residential Life and Housing. Students whose cancellation request is denied will remain assigned and are responsible for paying the various fees/costs associated with on-campus housing for the fall and spring semester(s).

REFUND POLICY FOR WITHDRAWAL FROM THE COLLEGE *(Housing fees only)*

- 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