

**ROOM AND BOARD CONTRACT FOR STUDENT HOUSING
ACADEMIC YEAR 2009-2010
CLASSES OF 2010, 2011, 2012, 2013**

_____ (the resident) whose student ID # is: _____ and Stonehill College, Inc. (the College) having read and understood the terms, conditions, and responsibilities stated herein, agree as follows this _____ day of _____, 20_____:

1. Term of Contract Initials: _____
The term of this contract is for the 2009-2010 academic year.

2. Eligibility Initials: _____
In order to be eligible for student housing, a student must be enrolled as a full-time, undergraduate day degree candidate at the College, and be designated as a resident student. All resident students are required to participate in the College meal plan. Students who lose dining privileges due to theft of food services will be ineligible to live on campus. Individual housing eligibility is non-transferable. Please note that the College does not have housing facilities for spouses or children. A student who withdraws from the College or who ceases to attend classes must vacate housing and cease using his/her meal card. A student who fails to do so will be held liable for the charges incurred after the withdrawal date or last date of attendance in classes. Any student that does not complete registration, fails to comply with College policies, fails to provide necessary documentation or health forms, or whose class load does not meet the College definition of a full time student may be required to vacate the room immediately and will be responsible for any accrued charges. Assignment of a room and/or receipt of keys does not constitute acceptance by the College of a student's residency status unless this agreement has been signed and all other tuition, registration, health, and other documents are in order.

3. Payment of Fees Initials: _____
Room and Board charges must be paid by the date of registration, and in accordance with the fee payment schedule established by the College.

4. Assignment of Housing Spaces Initials: _____
The College by this contract does not guarantee specific halls, rooms or roommates and reserves the right to assign or re-assign residents to other rooms and halls in the best interest of the individual resident, the residence community, or to make the most effective and efficient use of available accommodations. The College may also cancel this contract for reasons of unsuitable resident conduct at any time after a residency review or if a student poses danger to themselves or others' well being as determined by the Vice President of Student Affairs or his/her designee. By signing this contract, students will be guaranteed a bed, a desk, and a dresser within a room on campus. Students who apply to participate in a study abroad program or domestic or international internship program are not guaranteed residency should they cancel their application. The College reserves the right to assign a student to any empty space in any residence hall, or other suitable facility designated as a residence area, at anytime. When roommates have made every attempt to resolve their differences, one may request a room change by completing a room change form. Forms are available at the Residence Life Office. There is a two-week freeze on room changes at the beginning of each semester. Students who move rooms without completing the necessary room change forms may be fined or face disciplinary action.

5. Room Guarantee and Damage Deposit Initials: _____
In order to reserve a room on campus, each student must deposit \$300.00 with the Student Aid and Finance Office. This deposit serves two purposes:

- First: it acts as a reservation fee. Any student who withdraws from campus housing after reserving a room for the following year will forfeit his/her room deposit according to the schedule in Paragraph 6.
- Second: The College will retain the room deposit as a damage or security deposit as long as the student remains in a campus residence facility. For students leaving residency, this deposit will be applied to any damage for which the student is responsible, and to any area/campus damage in accordance with the stipulations in the Hill Book and the Room Condition Form.

Students returning to residency for the next semester will be expected to pay the balance due (thus restoring the deposit to \$300) prior to registering for that semester.

6. Refund of Room Guarantee/Damage Deposit Initials: _____
Refunds of the \$300.00 Room Guarantee/Damage Deposit will be made according to the following schedule:

- a) A full refund (less charges for damage, etc.) will be made to a resident if he/she notifies the Director of Residence Life in writing by June 1, 2009 for the Fall semester and December 1, 2009 for the Spring semester that he/she will not be residing on campus during the 2009-2010 academic year.
- b) Resident students who do not intend to return to housing for the 2010-2011 academic year must notify the Director of Residence Life in writing by June 1, 2010 in order to receive a full refund (less charges for damage, etc.).
- c) Those students who register and move onto campus and then withdraw from housing will be eligible for a refund of their deposit (less damages) at the close of the current semester.
- d) Refunds to eligible students and graduating seniors will be made within 60 days of the end of their last semester in residence. All refunds will be less any charges for damage or other outstanding charges.

7. Refund of Room and Board Charges Initials: _____
The date of a student's withdrawal from residence shall be determined by the Director of Residence Life or his/her designee. Refunds of room and board charges are not guaranteed; however, the College may decide to issue pro-rated refunds in accordance with policies stated in the Hill Book.

8. Condition of Room Initials: _____
Each student is responsible for the care and use of the housing space assigned to him/her, together with its furnishings, and the resident must comply with all the provisions of the Room Condition Form. The resident must also observe all rules and regulations contained in the Hill Book and any other published rules, policies, or procedures that have been promulgated by the College, which are incorporated here-in by reference and made a part of this contract, regarding the upkeep of the residence halls. The following terms and conditions must also be observed:

- a) Any requests for repairs and maintenance due to normal wear and tear should be directed to the College. Students may not perform repair work on college property.
- b) Furniture owned by the College may not be removed from the room. At no time is furniture to be left outdoors. Furniture and drapes owned by students must be fire retardant and approved by the Area Coordinator/Residence Director.

9. Inspection of Room Initials: _____
The College reserves the right to enter and inspect a student's room. A student's room may be entered by authorized College personnel, authorized agents of the College, or other individuals authorized by the College, whenever there is reasonable cause concerning the health, safety, and welfare of the individual residents, or for damage assessment and/or repairs by the Facilities Management Department, to secure the building prior to a vacation period, and to inspect for fire safety violations, or for other necessary reasons.

10. Damage Billing Initials: _____
Students must pay for any damage assessed to them within two weeks after receipt of a bill. Any students wishing to contest damage charges must do

so in writing prior to the start date of classes in January 2010 for Fall charges, and July 15, 2010 for Spring charges. The following policies apply:

- a) Accidental or deliberate damage in a student's room will be charged to the student as stipulated in the Hill Book and in the College Room Condition Form.
- b) Accidental or deliberate damage in areas which a student shares in common with other students will be charged to the students residing in those areas, unless an individual is found responsible for the damage, as stipulated in the Hill Book and in the College Room Condition Form.
- c) General campus damage, which cannot be attributed to a particular individual(s), will be assessed and billed to all resident students at the discretion of the Director of Residence Life.
- d) Students are responsible for reading and being familiar with the College's policies concerning damages, damage assessment, and distribution of damage charges.

11. Periods of Residency

Initials: _____

Students will not be allowed to return to campus before the scheduled return dates as outlined in the academic calendar in the Hill Book without the express written consent of the College. A student must also vacate his/her room within 24 hours after his/her last examination at the end of each semester, or, in the case of graduating seniors, by 6:00 pm of Commencement Day. The Director of Residence Life or his/her designee must approve any extension or early arrival, and residents who return prior to opening or stay beyond closing without prior approval are subject to additional charges.

12. Holiday Periods

Initials: _____

This contract does not cover room and board during the semester break, or during official College holidays, at which time the residence areas shall be closed and no contract food service shall be available. The official College holidays are Thanksgiving vacation, Christmas vacation, Spring break, and Easter break. College holiday periods are subject to change upon reasonable notice by the College. An additional fee will be charged for nights not covered by this contract and a student may remain in the residence areas only with the express written permission of the Director of Residence Life or his/her designee. The College reserves the right to require students to vacate their rooms completely over the semester break in order to accommodate winter break housing needs or to conduct necessary repairs, improvements, or inspections, and during the spring vacation. The College will provide storage space on a limited basis for student belongings (excluding furniture) during this period of time. Storage agreement forms are available at the Residence Life Office.

13. Non-Liability for Student Property

Initials: _____

The College is not liable for any damage to or loss/theft of any student's personal property from any cause whatsoever, nor for the failure or interruption of utilities or Internet/LAN systems. The College does not carry insurance on the personal property of its students, and students are strongly advised to have their personal property covered by individual or family insurance.

14. Guests

Initials: _____

A student host is responsible for the conduct of his/her guests. All guests must comply with the rules and regulations of the College. A student is not permitted to have guests when the College is not in session and when the residence areas are officially closed. A student must register all guests with security personnel.

15. Miscellaneous Provisions

Initials: _____

A student is not permitted to have pets (other than fish) at any time under any circumstances. A student must not make any alterations to the interior or exterior of the residence areas without first obtaining the permission of the Director of Residence Life. The resident acknowledges that they have had an opportunity to discuss, question, and request clarification of this contract.

16. College Policies

I understand that I am required to read and adhere to the guidelines outlined in the Hill Book including the Community Standards and Student Discipline System. I understand that I can jeopardize or forfeit my residency by violating the following College policies (please initial beside each policy):

_____ Multiple alcohol violations, providing alcohol for minors, common sources, or any excessive quantity of alcohol as defined in the Community Standards and Student Discipline System

_____ Use, possession or distribution of any drug or drug paraphernalia including but not limited to marijuana, narcotics, hallucinogens, etc.

_____ Abusive behavior, harassment, assault of any kind including physical, verbal or sexual in nature

_____ Intentional or excessive damage, fire violations or other violations that jeopardize the health and well-being of students.

I have read and do understand and agree to live by the terms and conditions of this Room and Board Contract, and the regulations as stated in the Hill Book. Stonehill College reserves the right to change, eliminate, and add to any existing rules, regulations, policies, fees, and other charges. Whenever it does, the College will give as much advance notice as it considers feasible or appropriate, but it reserves the right in all cases to do so without notice. I understand that on-campus housing is a privilege rather than a right. I also understand that failure to initial any aspect of this contract does not waive that expectation outlined in the housing contract or the Hill Book and that my initials only serve as a secondary acknowledgement to my signature.

I understand that if I have not yet reached the age of majority within the Commonwealth of Massachusetts (currently 18 years of age) that my parent or legal guardian must also sign this contract. I further understand that upon attaining the age of majority I must present myself at the Residence Life Office and re-execute this contract. Failure to do so may jeopardize my continued residency at the College. This contract will be construed under the laws of the Commonwealth of Massachusetts.

Signature of Student

Today's Date: ___ / ___ / ___

I understand that as the parent/legal guardian of the resident, who is not yet 18 years of age, I am signing this contract as my acceptance and acknowledgement of its terms and agree to be bound by the terms, conditions, and responsibilities of this contract jointly and severally.

Signature of Parent

Today's Date: ___ / ___ / ___

Having reached the age of majority, I execute this contract willingly and affirm and agree to its terms and conditions.

Signature of Student

Today's Date: ___ / ___ / ___