

#### 2024-2025 RESIDENTIAL STUDENT HOUSING CONTRACT

## **TERMS AND CONDITIONS**

#### 1. ELIGIBILITY

- a. Residency Policy: All students under 24 (at the time of admission to the College) must live in Rhodes College-operated housing for at least six full semesters (fall and spring semesters).
  - i. Exemptions to this policy may be granted if the student:
    - 1. A student is married.
    - 2. A student who is the legal guardian of minors who reside with them permanently.
    - 3. A student who is 24 or older.
    - 4. Students with a documented medical disability that cannot be accommodated in on-campus living.
    - 5. Has received approval for an exemption from the Office of the Residence Life.
- b. Students must be enrolled and registered for 12 credit hours by the first day of classes of the fall or spring semester at Rhodes to be eligible to reside in Rhodes-operated housing.
  - i. Students must be in good standing.
  - ii. The Office of Residence Life will track students released from their agreement due to the drop in enrollment.
- c. Any individual who must register as a sex offender as defined by the state and local laws is prohibited from living in Rhodes College housing.

## 2. PERIOD OF CONTRACT

- a. All Rhodes College Housing assignments are made for the entire academic year (fall and spring semesters). This does not include summer. Concerning Rhodes College Housing, the academic year begins on the day residence halls open at the beginning of the fall term, as determined by the Office of Residence Life. It ends on the day following the last final spring semester examination.
  - In alignment with established deadlines, students must complete the housing application and sign the housing contract each academic year of the contract period.
  - ii. The Office of Residence Life will monitor students obligated to the residency policy as they remain liable for room and board charges.
  - iii. For the duration of the agreement period, the Office of Residence Life will administratively assign and/or apply room and board charges to the accounts of students who do not fulfill residency policy requirements, as outlined in this section.
- b. The contract period for students not obligated to the residency policy (Section 1) is for ONE FULL ACADEMIC YEAR consisting of the fall and spring semesters.

Contracts signed after the designated cancelation request date shall be enforced through the end of the spring semester of the contract year.

 Students who have signed the housing contract may request an exemption. All requests are subject to approval by the Office of Residence Life or designee.

## 3. PAYMENT TERMS

- Room and Board Charges: All room and board charges for Rhodes College
   Housing must be prepaid during the stated registration period at the beginning of
   the academic year.
  - i. Once the student moves into a residence hall room, room and board, charges for the entire semester are due and payable.
  - ii. All returning students must choose a 15-meal or unlimited meal plan package. East Village A&B, Parkway Hall, Spann Place, and East Village C Townhouse residents may also choose a 7-meal plan package. First-year students are assigned an unlimited meal plan.
- b. Refunds: Even if the student moves out of the room during the semester due to withdrawal from the College or other reasons, the entire semester room and board charges remain due on the student's account.

# 4. BREAKS, RECESSES, EARLY ARRIVALS, EXTENDED STAYS, AND END-OF-THE-YEAR CLOSING

- a. Breaks: All students must temporarily vacate their assigned Rhodes College Housing during winter break and may return on the published College opening date. Failure to abide strictly by these limitations will result in a fine of \$500 per incidence/per day and may lead to other disciplinary action. Residence halls and dining venues are closed during Winter Break. The Office of Residence Life does not guarantee space will be available for all students who require housing during break periods.
  - i. Emergency Winter Break Housing: Students who cannot leave campus due to extreme circumstances (e.g., homelessness, emancipated foster youth, inability to return to their home country) may request to reside on campus during the Winter Break. The request form will be made available late in the fall semester. Submitting a request to remain on campus during Winter Break does not guarantee that a space will be available, or the request will be granted.
- b. Recesses: Residence halls are open for Fall, Thanksgiving, Spring, and Easter recesses. Students must register with the Office of Residence Life that they will reside on campus. Dining is available on a limited basis and not included in the meal plan.
- c. Early Arrivals: Residents who received permission to be an early arrival have opening responsibilities, which include opening, welcome week, pre-orientation program, a scholars' or mentor program, or in-season athletes. Residents can receive permission for early arrival if they have a sibling(s) who is a first-year student.

- d. End of Year Closing: Students must remove all their personal property from Rhodes College Housing within 24 hours after the last regularly scheduled College exam of the academic year. Only graduating seniors and students associated with an official college function (and approved by the Director of Residence Life) have permission to remain past the official closing. Failure to abide strictly by these time limitations will result in a fine of \$500 per incidence/per day and may lead to other disciplinary action.
- e. Extended Stays: Residents with extended stay approval participate in in-season athletics, commencement responsibilities, or other college-approved activities.

#### 5. OCCUPANCY PERIOD

a. The student may begin occupancy of their assigned room space on the dates designated by the Office of Residence Life. Failure to occupy the room by the first official day of classes each semester may result in a reassignment of the room; however, the housing contract will remain enforced. Students are expected to occupy their assigned room. Students who vacate their assignment without being officially exempted from the agreement have abrogated their right to that space. As directed, they must return any key(s) and fob to the vacated assignment. Failure to return key(s) as required will result in billing for associated lock change(s). Students remain liable for room and board charges during the life of the contract.

## 6. ROOM ASSIGNMENT

- a. This contract is for a bed space in a College apartment or residence hall room/suite and does not guarantee any specific room assignment. The College will attempt to accommodate students' requests for specific roommates, and spaces but does not guarantee requests. All requests for specific roommates must be mutual.
- b. The College reserves the right to accept, reject, cancel, or change any room assignment at its discretion at any time during the occupancy period. Students who are administratively moved will be responsible for any increase in the room rate. If space becomes available in a room for any reason, the Office of Residence Life may fill the vacancy by moving residents at its discretion.
- c. The resident acknowledges and understands that the assigned space is in a climate with temperatures, humidity, and other naturally occurring conditions that generally allow the growth of mold and mildew in locations where dampness or moisture is present. Upon moving into the assigned space, the resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, the resident agrees to set thermostats to provide appropriate climate control (if applicable), maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with household cleaner, remove visible moisture or condensation on floors, walls, windows, ceilings, and other surfaces promptly and take other measures as may be necessary to prevent mold or mildew from accumulating in the assigned space (including without limitation reporting immediately to the College any evidence of water leaks or mold or mildew-like growth).

#### 7. MEAL PLAN

a. Each student residing in a residence hall or College apartment must maintain a residential meal plan.

#### 8. CONTRACT TERMINATION & CANCELLATION

- a. Contract Termination:
  - i. Termination of the Residential Student Contract: Termination occurs when the student's current (and/or future) contract is canceled or revoked for violating the Rhodes College Community Standards and/or Office of Residence Life Policies. When a Residential Student Contract is terminated after the start of an academic year term (fall and spring semesters), the student remains responsible for the entire cost of room and board for the remainder of that term.
  - ii. The College reserves the right to terminate this agreement if the student no longer meets the eligibility requirements and is enrolled for less than twelve (12) credit hours in a semester at Rhodes College. (See section 1. Eligibility)

## b. Contract Cancellation:

- i. This contract is canceled when:
  - 1. The student graduates from the College at the end of a fall or spring semester.
  - 2. The student does not re-enroll or register for classes at the College.
  - 3. The student takes a leave of absence/mid-semester withdrawal from the College.
  - If the accommodations assigned to the student are destroyed or become otherwise unavailable, the College cannot furnish substitute accommodations.
  - 5. This contract may be canceled if the student is granted an exemption to the residency policy (See section 1. Eligibility).
    Meeting one of the requirements does not guarantee a student will be approved for an exemption from the terms and conditions of the housing contract. A student must maintain a required meal plan if the agreement cancellation is granted after the end of the second week of the fall semester.
  - 6. If the student violates any College or residence regulations as stated in the Student Handbook or the College Catalogue, which are incorporated herein by reference, or if the student poses a threat of substantial harm to persons or College property.
  - 7. A student who has submitted a housing contract is obligated to the terms herein for the academic year regardless of their meeting the requirements of the residency requirement. Students may request an exemption from the housing contract from the Office of Residence Life. Submitting a request for exemption from the housing contract does not guarantee the exemption will be approved.

#### 9. COLLEGE LIABILITY

a. The College assumes no legal obligation to pay for injury to persons or the loss of or damage to any personal property. Students (and their parents or guardians) are strongly encouraged to purchase and maintain appropriate renter's insurance.

## **10. STUDENT LIABILITY**

- a. The student is responsible for the condition and proper care of the accommodations assigned. The student shall reimburse the College for all losses of the College-owned or operated property or damages beyond normal wear and tear, as interpreted by the College, within the assigned accommodations.
  - The student is responsible for promptly submitting and following up on requests for maintenance and/or notifying Residence Life staff when emergency maintenance is required.
  - ii. The student shall be subject to a prorated share of the cost of losses of the College property in or damage to common areas with the residence hall where the individual responsible cannot be identified.
- b. Cleaning: Students are responsible for cleaning their assigned rooms. Residents in apartment-style units East Village A&B, West Village, Spann, and Parkway Hall and suite-style rooms (East Village C, Glassell, Robinson, Voorhies, Voorhies-Townsend, and Blount) are responsible for cleaning the suite, including the common area, bathrooms, and kitchens.

#### 11. ROOM ENTRY

a. The College reserves the right to enter a student's room/apartment/suite to perform routine or emergency maintenance. The College also reserves the right to enter a student's room/apartment/suite to enforce College policies, rules, and regulations. Residence Life and Physical Plant staff may enter rooms/apartments for announced room inspections to monitor compliance with fire personal safety, maintenance, cleanliness, and health standards.

#### 12. POLICY COMPLIANCE

a. The student is responsible for abiding by all College and residence hall rules, regulations, policies, and procedures outlined in the College Catalog, Code of Conduct, Residence Hall policies, or other College publications or documents.

## 13. ADMINISTRATIVE ACTION

a. The Office of Residence Life reserves the right to take administrative action to make decisions that maintain the academic atmosphere in the halls and ensure the safety of the residents (i.e., contract termination, relocation, removal of offensive property).

## 14. EVACUATION, RELOCATION, AND EVICTION

- a. If College officials declare an emergency requiring evacuation or relocation, the resident must immediately comply with evacuation and relocation orders from College officials, or refusal by the resident to abide by any such directive or procedure may result in disciplinary action or removal by Campus Safety.
- b. Eviction: In the event that this contract is canceled or terminated during the occupancy period, the resident must vacate the premises within 24 hours or notice of cancellation or termination. Failure or refusal by the resident to abide by such directive or procedure may result in removal by Campus Safety.

## **15. NON-TRANSFERABILITY**

- a. Students may not reassign this agreement or room.
- b. Students may not sublet or rent out any assigned room space.

## **16. DISABILITY ACCOMMODATIONS**

- a. Students who require special accommodations due to a disability as defined by section 504 of the Americans with Disabilities Act of 1990 and associated Amendments of 2008 should contact <u>Student Accessibility Services</u> to request housing accommodations. If approved for a housing accommodation through the SAS office, the Office of Residence Life will work with you on your housing based on their recommendation, your housing preferences, and available space.
- b. Because of capacity limitations, the College may not be able to fulfill all approved accommodation requests. In the event the College is not able to fulfill the accommodation request, the student will be placed on a waiting list and the accommodation will be fulfilled if space becomes available.

#### 17. CHANGES AND CORRECTIONS

a. The College has made every reasonable attempt to make sure the information contained herein is accurate at the time of publication. However, the College reserves the right to make corrections as necessary. The Office of Residence Life tries to respond quickly to student concerns and to facilitate the best possible residential program; the College reserves the right to make changes as needed. For example, such changes may include but are not limited to the location and availability of certain types of rooms and specialty housing, changes to the application processes, and changes in the location of break residence halls. Every effort will be made to provide students with notice.

BY SUBMITTING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE RHODES COLLEGE RESIDENTIAL STUDENT HOUSING CONTRACT. I UNDERSTAND AND ACCEPT MY OBLIGATION TO ABIDE BY THE COLLEGE AND RESIDENCE LIFE RULES AND REGULATIONS.