

Residence Hall - Terms & Conditions

ELIGIBILITY

LCSC housing is provided for full-time (12 credits or more) undergraduate students. Resident students who remain enrolled at the college but drop below full-time status are responsible for the terms & conditions of this contract. Residence Life reserves the right to refuse housing accommodations to any student who has a college student code sanction or has committed a felony.

HOUSING DEPOSIT

A \$200 deposit must accompany the application for student housing. Deposit and contract must be received before a room assignment will be made. Deposit will not be applied toward room or meal plan charges. When the student leaves the residence hall, the deposit will be refunded less any charges for loss and/or damage to college property, cleaning charges, payments for room and board, student fees, other delinquent college obligations or premature termination of contract.

ACTIVITY FEE

A non-refundable activity fee of \$15 per semester is required of all residence hall students. This fee will be collected when the student pays for room and board.

ASSIGNMENTS

Housing assignments are based on the date of application, availability in the halls, and responses given on the housing contract. The completed, signed contract, terms & conditions, and the \$200 housing deposit must be received before an assignment can be made.

Any student, who is assigned but fails to officially check-in or notify the Office of Residence Life, will forfeit the full amount of the deposit and/or room charges.

PERIOD OF CONTRACT

A student may contract to live in a LCSC residence hall for the full academic year or one semester (See Vacation Periods, for exception). Contractual period begins when LCSC receives a completed housing contract and ends as stated in the contract. All academic year contracts automatically expire on the final day of spring semester exams. Housing for the following year requires completion of a new contract.

ARRIVAL DATES

The halls officially open August 18-23. Transfer students are allowed to move in beginning on the 18th and new to college students begin moving in on August 20. Please see your acceptance letter for your official check-in date.

If an applicant is required by an office or department on campus to attend specific programs, the applicant may check-in before August 20. Prior approval must be given by Residence Life.

Late Arrivals: Often international students or students with summer jobs do not arrive in time for orientation. If this is the case, please notify Residence Life in advance to inform us of your arrival date and time. Email: reslife@lcsc.edu

INTERIM BREAK PERIODS

FALL BREAK:

November 24-November 28, 2009 – No charge to stay

WINTER BREAK:

December 18 -January 12, 2010 – Additional charge

SPRING BREAK:

March 16-March 20, 2010 – No charge to stay

ROOM AND BOARD PAYMENT/COLLECTION

A. Room and board costs are due on the fifth official day of the Fall/Spring semester.

B. Late fees will be assessed beginning on the sixth day of the semester to accounts that are not paid in full or have assigned payment plan contract.

C. Failure to pay room and board costs may result in the withholding of meals AND the termination of this contract by the college.

D. Delinquent accounts will be referred to a commercial collection agency. In addition to any balance owed to the college, you are responsible for the costs of collection, including interest, penalties, collection agency fees, court costs and attorney fees.

REFUND OF HOUSING DEPOSIT ONLY

All cancellations **MUST BE RECEIVED IN WRITING** at the Office of Residence Life on the date designated below.

Fall Semester

Cancel by 6/15.....Full Refund
Cancellation 6/16-7/15.....\$50.00
Cancellation July 15 and after.....No Refund

Spring Semester

Cancel by 11/15.....Full Refund
Cancellation 11/16-12/1.....\$50.00
Cancellation 12/2 and after.....No Refund

OCCUPANCY

Occupancy occurs when student has been issued a key to his/her room and/or completed and signed the room inventory form. Actual physical occupancy of the room by student and/or placement of student's possessions within the room are not necessary to constitute occupancy.

TERMINATION OF CONTRACT BY COLLEGE

The college may terminate the contract under the following conditions:

A. Student fails to comply with the rules and regulations set forth in this contract, Student Code of Conduct, the Residence Hall handbook, other college policies, or any applicable, local, state or federal law.

B. Student fails to pay room and board fees when due.

C. Student misrepresents information on this contract or other Lewis-Clark State College documents.

D. Student breaches, violates, fails to perform or otherwise is in default of any of the terms and conditions of this contract.

The college specifically reserves the right to immediately remove any individual from the residence hall premises if the college, in its sole discretion, determines that the individual presents an immediate danger to himself/herself or others.

TERMINATION OF CONTRACT (AFTER OCCUPANCY (see explanation of occupancy above) or BEFORE OCCUPANCY but with NO WRITTEN CANCELLATION) - NO REFUNDS without PETITION APPROVAL

Students who wish to terminate this contract prior to the end of the contract period are subject to the following terms and conditions (in all cases, the deposit will be forfeited):

A. Under all conditions, a Petition for Contract Release must be completed with the Office of Residence Life. This includes students who are getting married, transferring, or withdrawing from the college. **Students who are simply moving out and remaining in classes are not allowed to petition.** Approval or non-approval of the petition is contingent upon meeting the criteria set forth in the petition. Termination of the contract is not guaranteed.

B. A student whose petition is denied shall be obligated for the full amount of the room contract.

C. Students who are required to leave the residence hall due to disciplinary action are still responsible for the entire semester or academic year room rent.

D. Formal checkout with a staff member is required.

E. NO WRITTEN CANCELLATION qualifies as a NO SHOW – Students who do not cancel their room assignment or fail to show up for classes will automatically forfeit 50% of the residence hall fees. See room refund schedules, below:

ADMINISTRATIVE ROOM or HALL CHANGES

The Office of Residence Life reserves the right to make a change of room assignment at any time based on conduct, contract violations or resident conflicts.

ROOM REFUND SCHEDULE – ONLY

This refund schedule is for the 2009-2010 academic year. Cancellations of contracts (IN WRITING) or refunds for approved housing terminations are based on the following schedule:

FALL SEMESTER

Prior to July 30, 2009 100% refund of housing charge
July 31 – August 23 75% refund (3/4 of semester chg)
August 24 - September 11..... 50% refund (1/2 of semester room chg)
September 12 – September 24..... 25% refund (1/4 of semester room chg)
September 25 - end of semester No refund

SPRING SEMESTER

Prior to December 18 100% refund of housing charge
December 19 – January 11 75% refund (3/4 of semester room charge)
January 12 – February 12 50% refund (1/2 of semester room chg)
February 13 – March 12 25% refund (1/4 of semester room chg)
March 13 - end of semester..... No refund

GENERAL RESIDENCE HALL REGULATIONS

Occupancy in a hall is a privilege extended to the student by the college. The continuation of this privilege is dependent upon the student's reasonable and satisfactory personal conduct and observance of college regulations.

ALCOHOL POLICY/NO DRUGS: NO DRUGS ARE PERMITTED IN THE RESIDENCE HALLS. Students as individuals on or off campus are subject to the state law and city ordinances pertaining to the possession and consumption of alcoholic beverages and controlled substances. Students are also subject to the State Board of Education Alcohol policy, which is detailed in the Residence Hall Handbook. The LCSC campus allows individuals 21 years of age to drink alcohol in the privacy of their own room. Underage Individuals found to be drinking or in possession of alcohol in the residence halls will be subject to probation, fines, alcohol education classes and may be evicted from the halls without a refund.

Firearms/Weapons/Explosive Substances: Firearms, weapons, explosive substances & devices are prohibited in the residence halls and surrounding areas, including in private vehicles parked on college property. Weapons include, but are not limited to, knives, steel-tipped darts, pellet or BB guns, paintball guns, slingshots, arrows, axes, machetes, numchucks, swords, and throwing stars. Fireworks, gunpowder, explosives, gasoline and other hazardous chemicals or flammable liquids are also prohibited within the residence halls and surrounding areas.

Fire Safety Equipment: Students found to be tampering, damaging or in any way using fire equipment or safety apparatus for other than its intended use may be evicted from the residence hall, fined and subject to further action by college authorities.

Group Billing: Where individual responsibility for damages to college property can be determined, the individual will be charged. Fines for common area damage will be assessed to the student(s) of the room/floor/hall involved. Willful and/or malicious damaging or stealing of college property is cause for contract cancellation under the terms listed in the TERMINATION OF CONTRACT BY COLLEGE section.

Occupants: The room is to be occupied only by the student(s) for whom it is assigned.

Pets: NO PETS in any residence hall except aquarium fish.

Right of Entry: The college respects the student's right to privacy; however, the college reserves the right to enter a student's room at any time for health, safety, welfare, and maintenance purposes. Advance notice is given whenever possible. However, in cases where there is probable cause to believe that the student is or has been violating college and/or residence hall regulations, the college can enter a student's room. This right is exercised with great discretion.

COLLEGE REGULATIONS

All students are held responsible for knowing the college regulations and information set forth in the college catalog, student code of conduct and the residence hall handbook. All college rules and regulations as well as residence hall regulations are specifically made a part of the contract by reference.

ROOM AND BOARD COSTS

All room and board costs, as approved by the State Board of Education, supersede all other information regarding costs. The college reserves the right to change rates. All parties to this agreement agree that room and board rates shall be those approved by the State Board of Education.

PERSONAL PROPERTY AND LIABILITY

The college shall not be liable for loss of or damage to student's personal property, wherever situated, due to fire, smoke, theft, water or any other casualty or cause. Students are encouraged to provide insurance against loss or damage to their personal property.

FOOD SERVICE

- A. Residents of the halls are required to maintain a meal plan during the rate period selected.
- B. Meal service is not provided prior to the beginning of fall semester, during Thanksgiving, winter, or spring breaks.
- C. Flex dollar plans are included in the suite-style residence halls. Please check the Residence Life website for explanation of the meal plans.

ROOM ASSIGNMENT

- A. The college reserves the right, at its sole discretion, to make assignments and re-assignments of space within the residence halls and to authorize or deny room and roommate changes and to relocate students to or from any room or residence hall.
- B. Any student who is assigned but fails to officially check into the hall by the first hour of classes each semester will forfeit the full amount of the deposit and the room will be reassigned.

VACATION PERIODS

The on-campus residence halls are officially closed between fall and spring semesters. If housing is offered during this time, students will be charged an additional room rent.

ENFORCEMENT & RECOVERY OF ROOM

In the event the college should find it necessary to bring legal proceedings to recover possession of the student's room, or to enforce any of the terms of this contract, including the recovery of damages or charges, the student agrees to pay all reasonable attorney's fees, costs and expenses so incurred by the college.

CONTRACT TRANSFERS

Any student may, at any time, transfer their contract to another registered, continuing, off-campus student who has not otherwise contracted for housing with the college. Eligible parties must obtain approval for the transfer and complete the transfer process together at the Residence Life office. The physical transfer may take place only after proper approval has been granted and all applicable paperwork has been completed.

My signature, below, certifies that I have read and understand the **TERMS & CONDITIONS** of the LCSC Residence Hall Contract in its entirety and agree to abide by all. I understand that it is my agreement to live in the residence halls for the term(s) selected on the contract.

Dated this _____ day of _____, 20_____

Signature of Resident

Dated this _____ day of _____, 20_____

Parent or Guardian Signature

required for all residents under 18 years of age

Please sign, make a copy for your records, and return the original to Residence Life.