

Elizabethtown College Housing Agreement

Office of Residence Life, Elizabethtown College, Elizabethtown, PA

Agreement

This document constitutes Elizabethtown College's Housing Agreement (the "Agreement") between Elizabethtown College (the "College") and the undersigned student. The use of the word "you" or "your" refers to the undersigned student. The services described in this Agreement are offered exclusively under the terms and conditions set forth below. The Agreement does not supersede the College's Student Handbook or any other policy of the College. Rather, the Agreement incorporates the College's policies, including without limitation, the Student Handbook.

Affirmation of the College's policy of non-discrimination.

It is the policy of Elizabethtown College to offer equal and non-discriminatory housing to students without gender, race, color, religion, age, disability, marital status, veteran status, national or ethnic origin, ancestry, sexual orientation, gender identity and expression, genetic information, possession of a general education development certificate as compared to a high school diploma, or any other legally protected status.

Housing Requirement

If you are an undergraduate student taking at least twelve (12) academic credits, then you are required to live in College-owned residential facilities for up to a maximum of eight (8) consecutive semesters after your matriculation to the College. If, at any point in a semester, you are attempting less than twelve (12) academic credit hours, you must notify the Office of Residence Life of your change in status, which will generally allow you to remain in College owned housing for the remainder of the semester. However, the Office of Residence Life retains the right, in its discretion, to revoke your occupancy in College housing. In such a case, you must vacate your assigned room within forty-eight (48) hours of your receipt of written notice, unless the Office of Residence life prescribes a longer period.

The College will terminate a room assignment if: (1) you fail to register for at least twelve (12) academic credits in a given semester, (2) fail to occupy the assigned College housing, or (3) pay all College fees, including tuition and, separately, room and board.

Time Period of Housing Agreement

This Agreement addresses provisions related to housing for each academic school year you are a student at Elizabethtown College for up to eight consecutive semesters, as published by the College in its Academic Calendar. Consistent with College policies, your obligations regarding the housing assigned to you by the College begin on the day you are scheduled each year by the College to check-in to your housing for the fall semester (the "check-in date"). Your obligations under this Agreement end on the date the College closes campus housing in the spring semester each year (the "closing date"), as determined by the College's Office of Residence Life. The College will provide you with reasonable advance notice of the closing date. As set forth in this Agreement, you are responsible for the housing assigned to you (*i.e.* room within a residence hall or apartment) and attendant common areas until you have vacated your assigned housing, your belongings have been removed from the assigned housing, and you have completed the College's residential-checkout process, as supervised by the College's Office of Residence Life. The College reserves the right to enforce the terms of this Agreement (*e.g.* restitution for damaged property) after the closing date.

Responsibilities of the parties under this Agreement.

I. The College's responsibilities.

- a. As of the check-in date, the College shall provide you with a room or apartment including at least the following for your use: (1) a twin-size bed; (2) a desk with chair; (3) a closet; (4) access to a restroom, including showers; (5) an overhead light; (6) access to the internet and the College's intranet (via your own devices), and (7) access to the common areas of the residential facility, in accordance with College policies, as supervised by the Office of Residence Life or its designees (including without limitation area coordinators and resident assistants).
- b. The College shall provide reasonable housekeeping services, during normal hours of business (unless an emergency requires otherwise) to all common areas within the residential facility in which you reside.

The College reserves the right, in its discretion, to remove or relocate your assigned housing without any refund whatsoever for your breach of any term of this Agreement or violation of any College policy, including without

limitation, the Student Handbook. **The agreement is for room space without regard to designated residential facilities, specific rooms, or specific roommates.** Further, the College reserves the right to enforce any restrictions or policies (including without limitation the Student Handbook) necessary for the maintenance or preservation of College property or in the interest of the safety or welfare of any member of the College community.

II. Your responsibilities.

- a. You agree to live on the College's campus for the duration of your undergraduate enrollment at Elizabethtown College, unless exempted from this requirement by the College in writing.
- b. You shall abide by the terms of this Agreement, College's policies, including without limitation the Student Handbook, and by standards established by the College's staff of the residential facility assigned to you. You acknowledge that the violation of this Agreement, the College's policies, or of the standards established by the College's staff of the residential facility assigned to you may result in disciplinary action (please refer to the Student Handbook for more information) or administrative revocation of on-campus residency and termination of the Residency Agreement at any time.
- c. As licensee, but not as a lessee, you shall occupy and reside in only the room or apartment assigned to you by the College. Further, you shall comply with any changes in your room assignment, as directed by the Office of Residence Life.
- d. You shall exercise care in the use of College property, including the use of the room or unit assigned to you. Should damage occur to your room or the attendant common areas (including, but not limited to bathrooms, hallways, lounges, and stairwells) you will receive a charge to your student bill for the cost of those repairs. Please refer to the Residence Life section of the Student Handbook for detailed provisions.
- e. You shall not transfer or sublet your room or apartment to another person.
- f. You acknowledge and understand that the College does not provide storage for personal belongings other than what is provided for your use in your assigned room or unit.
- g. If withdrawing from the College you must notify the Office of Residence Life; otherwise, you will be charged in full for your assigned room or unit. If you withdraw from the College after the beginning of the semester, you remain responsible for that semester's housing fees on a pro-rated basis.
- h. If you withdraw from the College, you shall vacate your assigned room, including removing all personal belongings, within twenty-four (24) hours after tendering your notice of withdrawal to the College.
- i. You acknowledge that you are not entitled to any refund of any housing fees from the College if you are expelled or otherwise dismissed from the College.
- j. *Unless you are approved by the Office of Residence Life to live off campus you will be charged an administrative fee of the annual room rate for current and subsequent years.***

Keys / IDs

You must carry your College identification card with you at all times, as it provides access into approved buildings and must be presented when requested by College staff. To access your assigned room or unit, you will use a key provide by the College. If you lose your key or failure to return your key at the time of checkout, the College may charge you for the costs associated with changing the applicable lock(s).

You may not duplicate, or cause to be duplicated, any College keys. You also may not give your assigned key/College ID to anyone else. The College reserves the right change the applicable lock(s) if it determines that there is reasonable cause to believe that your key has been duplicated or has been given to another. In such cases, the College may charge you for the costs associated with changing the applicable lock(s).

Meals

Students residing in Elizabethtown College residence halls are required to participate in one of the College's mandatory meal plans (Gold, Silver, or Bronze). Students residing in SDLC Houses, Vera Hackman Apartments, and Schreiber Quadrangle are exempt from this provision by may purchase any meal plan.

Liability

The College is not responsible for the theft or other loss of money, valuables, or personal effects of resident students or their guests. Therefore, each student is advised to carry personal property insurance. The College is not responsible or liable for personal accident, injury, or illness to residents, guests or visitors, or for damage, theft, or loss of personal property.

Storage & Abandonment of Personal Property

If you leave any personal property on campus after vacating your assigned room, the College reserves the right to dispose of that property at its discretion.

Solicitation and Fundraising

Soliciting is not permitted on campus without the written authorization of the Vice President for Student Life. In general, no solicitation requests involving personal gain or by agencies or individuals outside of the College will be approved. In addition, door-to-door solicitation in residence halls by campus clubs, organizations, or individuals is prohibited. If a fundraising project involves any solicitation of off campus persons including parents, businesses, alumni, or any other off campus constituency, it must be approved by the Office of Institutional Advancement in Alpha Hall and the group's advisor.

Room Entry

The College respects the basic privacy of the student at all times, but reserves the right to enter rooms should there be a reason to believe that College policies have been compromised or violated. Also, student rooms may be entered for the purposes of maintenance, repair, and routine/emergency health and safety walk-throughs and in case of emergency.

College Furniture

Room furnishings may not obstruct or hinder access to any room in College owned or operated housing. Alterations, additions, and/or unauthorized use of furnishings within College owned or operated housing are prohibited. This includes, but is not limited to, moving furniture from public areas to individual rooms, removing College furniture from a room or building, moving College-owned furniture from lounges and/or onto balconies or roofs, painting or applying adhesive backed wall-coverings to any window, ceiling, floor, wall, or furniture surface, or the use of water beds or lofts. A maximum fine of \$50 per day, per piece of furniture, may be imposed for College furniture moved from its intended location, including balconies or roofs, plus replacement and/or repair costs. The use of bed risers, cinder blocks or other materials to raise beds/ furniture off the floor is strictly prohibited due to safety concerns. All college furniture should remain indoors. Students found responsible for moving college furniture outdoors may be subject to disciplinary action and/or will be charged for any damages that occur in the process of moving furniture.

Guests

You are fully responsible for any guest you host on campus. If the guest violates the Student Code of Conduct or other College policies, the student host will be held responsible. A student must have approval from any and all roommates prior to inviting a guest. A student's privilege to have a guest is, in all cases, superseded by the roommate's right to the uninterrupted use of the room. Overnight guests are permitted to stay a total of three nights during a one-month period. Guests from off campus must be at least 18 years of age or enrolled at a college or university. Students may petition the Office of Residence Life for special permission to host a guest who does not meet these criteria; however, under no circumstances will a guest under the age of 16 be approved. Students may request to have additional nights granted for a specific month by seeking approval from the Office of Residence Life.

Pets

Pets are not permitted in residential areas with the exception of non-carnivorous fish in an aquarium of ten (10) gallons or less capacity. Fish may be kept in student rooms with the agreement of all roommates. Service animals are permitted on campus and assistance animals that have been formally approved through the Office of Disability Services are permitted in a student's assigned dwelling unit (See [Animals on Campus for Disability Needs Policy](#)). If a student is in the process of seeking approval for an assistance animal, they are not permitted to bring their pet to campus and will not be permitted to keep their pet on campus during the review process.

Alcohol and Other Drugs

The College follows all federal, state, and local laws regarding the possession and use of alcohol and other controlled substances on campus. Please refer to the "Alcohol and Other Drug Policies" section of the Student Handbook for detailed provisions.

Smoking

Campus buildings are smoke-free. Smoking and the use of tobacco in any form is prohibited in all facilities of

Elizabethtown College at all locations, including College vehicles. Additionally, the Baugher Student Center terrace areas, all athletic venues and outdoor classrooms are smoke-free zones. This policy applies to all students, employees, clients, contractors, and visitors. Smoking shall be permitted only at a reasonable distance (20 feet or more) outside any enclosed area or building entrance so as to ensure that secondhand smoke does not enter the area through entrances, windows, ventilation systems, or any other means. Smokers must dispose of cigarette butts in appropriate receptacles rather than littering.

Weapons / Explosives

Weapons, firearms, and explosive devices are restricted. This restriction includes but is not limited to: use, possession, or storage of weapons, firearms, and other dangerous articles or substances including any weapon prohibited by local, state or federal law. Please refer to the Standards of Conduct section of the Student Handbook for detailed provisions.

Fire Safety

You should follow all fire safety policies outlined in the Student Handbook. This includes, but is not limited to, small appliances/electric devices, fireworks, fire safety equipment, fire drills and health and safety inspections. Please refer to the Residence Life section of the Student Handbook for detailed provisions.

Check-In and Checkout

Information regarding check-in and checkout dates and procedures can be found on the Residence Life website as well as in memos distributed by Residence Life staff. You may not check-in to your assigned campus housing before the published date of move-in for each semester, without permission from the Office of Residence Life. You must receive a key from the Office of Residence Life or Campus Security prior to moving in.

When checking out of campus housing, you must complete all required procedures. These include cleaning your room and any related common areas (remove all personal items and trash/debris from floor, closets, and drawers, removing of all personal items from campus, returning keys, completing a room checkout form as instructed on the form, and returning College owned furniture to its original location within the room. Failure to checkout properly will result in a \$50.00 improper checkout fee.

Break Periods

Elizabethtown College, including the residence halls and Dining Services, closes during all official vacation periods and seasonal breaks. All students are expected to leave campus and no students are permitted in the residence halls during these periods without authorization from the Office of Residence Life. Students needing to remain on campus during certain breaks because of College employment, student teaching, an internship, an athletic team, or because your home is more than 600 miles from campus, may apply to stay on campus. Students may apply to stay on campus during a break period if they are experiencing an extenuating circumstance that does not meet the listed criteria or whose homes are less than 600 miles from campus. Permission will be granted on a limited basis and students may be required to relocate to another residence hall. The Office of Residence Life may charge a daily fee of \$45 to students obtaining authorization to stay on campus for reasons other those outlined on the Residence Life website. If you remain in campus housing over break periods without the College's permission you may be subject to disciplinary action in accordance with the Student Handbook, may be charged \$45/day for each day you were present in campus housing without authorization, and may be asked to leave immediately.

You are required to leave College-owned residential facilities within twenty-four (24) hours after your last examination for the semester, unless your examination is on the day of the College's official closing. In this case, you must vacate your assigned residential facility by the final closing hour for that day.

THE COLLEGE RESERVES THE RIGHT TO TAKE POSSESSION OF YOUR ASSIGNED ROOM, APARTMENT, OR TOWNHOUSE AT ANY TIME FOR VIOLATIONS OF ANY PROVISION OF THIS AGREEMENT.

By signing this Agreement, you acknowledge and represent to the College that you are aware of, and agree to abide by, the terms of this Agreement, as well as the College's policies, including without limitation the Student Handbook.

Further, by signing this Agreement, you agree and acknowledge that the housing services provided by the College under this Agreement is in the nature of a license only, and not of a lease. You further agree and acknowledge that, under this Agreement, (1) you are not a tenant, (2) the College is not a landlord, and (3) you are not entitled to any rights under the Pennsylvania Landlord and Tenant Act of 1950, as amended.

By signing my name below, I acknowledge and represent to the College that:

1. I have read the entirety of this Agreement;
2. I understand the contents of this Agreement, including my responsibilities and obligations, which include the requirement that I reside on campus while I am a student at the College, unless I receive an exception from the College in writing; and
3. I agree to all terms of this Agreement without exception or modification.

If you are under the age of 18, your parent or guardian must also sign this Agreement.

By signing my name below, I acknowledge and represent to the College that:

1. I am the parent or legal guardian of the student who has signed this Agreement;
2. I have read the entirety of this Agreement;
3. I understand the contents of this Agreement as it applies to the above student, including their responsibilities, which include the requirement that the student reside on campus while they are a student at the College, unless they receive an exception from the College in writing;
4. On behalf of the above minor student, I agree to all terms of this Agreement without exception or modification.