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### INTRODUCTION

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This contract is an agreement between Earlham College and the individual student. It indicates the terms and conditions by which a student occupies a residence hall space at Earlham College. It is the student's responsibility to become familiar with all provisions of this contract and all policies and publications affecting this contract.

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### EARLHAM COLLEGE RESIDENCY POLICY & EXEMPTION POLICY

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Within the broad context of Principles and Practices, the Residence Life program is shaped by a view of residence halls and houses as learning environments. Because of the positive impact an on-campus residential environment has on the learning process and the College curriculum, Earlham College requires all undergraduate students enrolled in nine credits or more and under the age of twenty-three as of the first day of fall semester classes live in approved on-campus, Earlham College housing facilities. Students who are enrolled in on-campus, Earlham College credits less than nine may live in on-campus housing at the discretion of the Office of Residence Life.

Because of the limitations of the College's facilities, any student who is married, joined in a civil union, within a domestic partnership (as defined by the Office of Residence Life), or the parent/legal guardian of a child/dependent or children/dependents may be exempt from the on-campus residency requirement. Recognizing, also, the unique circumstances of each student, any student residing with a parent/legal guardian maintaining a permanent residence within thirty miles of Earlham College, is an honorably discharged U.S. military veteran, is participating in an approved Earlham College academic program which requires off-campus residency, or is in the final semester before graduation and has enrolled for less than twelve credits may be exempt from the on-campus residency requirement. Students with a qualifying disability may submit documentation through the Academic Enrichment Center to determine what special housing accommodations can be made.

The Office of Residence Life shall be responsible for constructing definitions and procedures for processing requests for on-campus residency exemptions. Every student who meets the Earlham College Residency Policy is required to request housing exemption from the Office of Residence Life for each academic year in which he/she is enrolled during the appropriate request period as determined by the Office of Residence Life.

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### GENERAL TERMS AND CONDITIONS

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Pursuant to the terms and provisions outlined in this Residence Hall Occupancy Contract, Earlham College agrees to provide on-campus residential space to the applicant according to the general terms and conditions outlined below. A residential space shall be defined as a bed space within the Earlham College residence hall or house system. This contract is a license to occupy a space in the Earlham College residential system; not a guarantee for a particular residence hall, house, room, or roommate. Earlham College reserves the right to change room assignments and require students to change residential space even after possession has been taken by the student. Earlham College also reserves the right to terminate this contract and evict the occupant if the student violates any portion of this contract, without refund.

- A. Purpose.** The premises will be used by the student solely for residential and educational purposes. No commercial business operation, solicitation, canvassing sales, marketing, or advertising will be conducted out of the assigned space.
- B. Duration.** The contract term is the 2018-19 academic year. The academic year begins with the residence hall opening date for the Fall 2018 semester and ends with the official residence hall closing date for the spring semester in May 2018, as defined by the Office of Residence Life. Students may be approved for an early arrival prior to the term start or a late departure after the term has ended by the Office of Residence Life. A fee may be assessed for an early arrival or late departure.
1. Official Opening and Closing Dates
    - a. For new students to Earlham College, the Fall 2018 opening date is August 18, 2018. For returning students to Earlham College, the Fall 2018 opening date is August 19, 2018. For students moving onto campus housing for the Spring 2019 semester, the official move-in date is January 13, 2019.

- b. The official residence hall closing date for the 2018-19 academic year is May 10, 2019, at 5:00 p.m. for all students not graduating from Earlham College. The official closing date for students who are graduating in the Spring Commencement Ceremony is May 12, 2019, at 5:00 p.m.

**C. Fees and Payments.** All residence hall fees are established each year by Earlham College and its Board of Trustees. The student entering into this agreement is obligated financially for the duration of the contract term as long as they remain enrolled at Earlham College or has not be released from his/her obligation by the Office of Residence Life. The student agrees to pay fees and all other charges in accordance with the payment schedule established and published by Earlham College. Refunds, if any, are made in the form of a credit to the student's College account. Students with a credit balance on their account net of all charges and credits may request a refund check from the Accounting office.

**D. Housing Deposit and Application Process.** In order to officially request housing, each student is required to complete a housing application and sign the housing contract/license agreement for the appropriate academic term. A student applicant is not required to submit a housing deposit.

**E. Assignment Policy and Process.** Earlham College agrees to assign residential space only after the applicant has submitted a completed housing application, which includes a signed housing contract/license agreement. It is the policy of the Office of Residence Life to assign roommates without regard to race, creed, religion, or nationality.

1. Residence Halls

- a. Priority of assignments for all students is based on the date that the student's application is received by the Office of Residence Life. In the instance when a specific roommate is requested, priority of assignment is based on the date of the earlier applicant's application is received by the Office of Residence Life and as space is available.
- b. All students will be notified of their residence hall assignment through their Earlham College email address. A hardcopy assignment letter may be sent to a student upon request.

2. College Houses

- a. The assignment process for College House space varies depending on its use and designation. Below outlines the occupancy assignment process for each of the categories.
  - i. Theme Houses
    - a) A Theme House is organized and space allocated by the House Convener and House Advisor, with final approval by the Office of Residence Life.
  - ii. Friendship Houses
    - a) A Friendship House is organized and space allocated by the house members, with final approval by the Office of Residence Life.
  - iii. All Other College Houses
    - a) All other College House space will be assigned according to the terms/conditions set forth in the "Residence Hall Occupancy Terms and Conditions" section.
3. Space is guaranteed for students required to live on campus by the Earlham College Residency Policy. Other requests will be honored as space permits.
4. Earlham College reserves the right to assign late applicants to temporary housing space with permanent assignments following when/if space permits.
5. The Office of Residence Life reserves the right to change a student's housing assignment if a student has not checked into his/her room by 8:00 a.m. the morning of the first full day of schedule classes each semester, unless notification has been received by the Office of Residence Life in writing. A student, if enrolled, continues to be obligated to his/her contract.
6. House residents may be displaced or reassigned to other available space in the event of excessive damage, poor living condition (including but not limited to excessive trash, cleanliness, compliance with city ordinances for trash/recycling pick-up) or when found to be in violation of the campus event registration procedures.

**F. Contract Cancellation or Release.**

1. All undergraduate students enrolled in nine credits or more and under the age of twenty-three are required by the Earlham College Residency Policy to live within the on-campus residential system. Once the housing contract is signed, the student is obligated to that contract through the academic year. Any student who wishes to terminate his or her housing contract/license agreement must complete a request for housing exemption by the appropriate dates, as provided by the Office of Residence Life, and be approved by the Office of Residence Life.
2. Students who cancel their fall semester on-campus housing reservation after July 31, but before the start of fall semester classes, shall be assessed a \$250 fee for their cancellation. First semester new students who cancel their enrollment are exempted from this cancellation fee, as these students already pay a non-refundable deposit to the College for their first semester.
3. Except as otherwise noted, contract termination after the start of classes will result in charges for the full contract term, regardless of whether or not the premises are subsequently assigned to another student. If

a student is released from his/her contract with an effective release date during a semester, the student will not receive a pro rata refund for that semester. Any exceptions to this provision must be approved by the Office of Residence Life.

a. **Withdrawal or Leave of Absence**

- i. Students who take leave of absence or otherwise withdrawal during the academic year must check out of their on-campus housing within one business day of the effective date of withdrawal/leave of absence, unless otherwise specified by the College. The student is financially responsible for the remainder of the semester charge and shall not receive a pro rata refund for the portion in which they did not reside on-campus.
- ii. If the leave of absence or withdrawal occurs in the fall semester, the student shall not be charged for spring semester housing, so long as the student is not enrolled at Earlham College.

b. **Contract Release at the Conclusion of the Fall Semester**

- i. There are specific situations in which a student may be released from their academic year housing contract at the conclusion of the fall semester. In the specific circumstances noted below, the student is required to check out by the fall semester housing close date – December 14, 2018 at 5:00 p.m. Students release for specific situations noted below shall not be assessed for spring semester housing.
  - a) Students participating in an Earlham College approved academic program which requires off-campus residency.
  - b) Students graduating from Earlham College at the conclusion of the fall semester.
  - c) Students getting married prior to the beginning of the spring semester.

**G. Non-Transferability.** No student may assign this contract to another person, or allow any other person to occupy the premises beyond what is allowed through published Earlham College policies.

**H. Occupancy.** Acceptance of a room key and/or placement of personal belongings in a residential space assigned to the student shall constitute occupancy. A student assumes responsibility for the condition of the space upon occupancy and relinquishes responsibility upon proper check-out. A proper check-out is completed when the student has completed all the required paperwork with Office of Residence Life staff and returned the room key. A student may be assessed by the Office of Residence Life for beginning occupancy before contract term start date, or ending occupancy after the contract end date.

**I. Room Condition Inventory and Inspection.** Earlham College and the student will complete and sign a Room Condition Inventory of the occupied space, including the number and condition of furnishings and the condition of the premises assigned to the student. This inventory will be completed again at the end of the student's occupancy and will serve as the basis for determining billable damages to the room and furnishings. Earlham College may require an interim inventory to be completed prior to the end of the student's occupancy if Earlham College has reason to believe that the removal of furnishings or substantial damage to the premises or property has occurred.

**J. Room Changes.** The Office of Residence Life shall designate certain periods during the academic year to receive and process student requests for room changes. Students wishing to change room assignments, including college house residents wishing to move within the house, must contact their Residence Life representative to request the change.

**K. Damage/Cleaning Charges.** Each student is individually responsible for any damage to such student's space and is collectively responsible for damage to common areas in the hall, floor, and/or unit where such student resides unless damages are chargeable to an individual student.

1. Earlham College reserves the right to assess the student for damage and/or excessive cleaning of the student's space, and/or for the student's pro rata share of expenses to repair or replace any property in the common areas of the hall, floor, and/or unit where the student resides.
2. Damage and cleaning charges will be billed directly to the student's Earlham College account and is payable upon receipt.
3. Students may appeal damage/cleaning charges through the Office of Residence Life. Appeals must be submitted in writing within ten work days of student notification.
4. Only Earlham College Facilities staff, or their hired contractors, may make repairs to student rooms.

**L. Guests.** A guest is a person who is visiting a space on-campus to which they are not assigned. Students are responsible for educating guests about campus and community policies and expectations. Students are responsible for their guest's actions which do not meet campus expectations.

1. Guests of Earlham College students may not stay longer than three consecutive nights. Students who would like an exception to this standard may request a one-time exception from their Area Director. A student's roommate may at all times refuse access of a student's guest to their shared space.
2. Earlham College reserves the right to prohibit the visitation of any person who may be deemed as disruptive to the educational environment of the residential facilities.

**M. Entry to Student Spaces.** College officials reserve the right to enter and inspect residential spaces without notice when necessary to protect and/or maintain the property of the College, ensure and/or protect the health

and safety of its residents, or to aid in the basic responsibility of the College (such as upholding federal, state, and/or local laws, enforcing College policy, etc.).

1. There will be announced health and safety inspections during the contract term.
  2. Effort will be made to provide students with 24-hour notice of entry into the space for routine checks.
- N. Abandoned Property.** Items left in a residential space following a proper or improper check-out will be removed at the student's or students' expense. Upon discovery, abandoned property will be discarded.
- O. Property Loss.** Earlham College shall not be liable for theft, destruction, damage, loss of money, valuables, and/or other personal property belonging to or in the custody of the student for any cause whatsoever, whether such loss occurs in the student's room or residence hall. Students are responsible and liable for insuring personal belongings, including losses due to fire, smoke, water, theft, vandalism, or power loss. Earlham College shall not be held responsible for any loss or damage to personal belongings, and does not provide insurance coverage for the student's benefit. Students are strongly advised to purchase renter's insurance in order to protect personal property.
- P. Indemnification.** Each student, the subject to this contract, agrees to indemnify and hold Earlham College, its officers, directors, employees and agents (collectively the "indemnities") harmless from any claims or causes of action brought against the indemnities for any loss suffered by the subject as a result of any breach of this contract by any student or as the result of any act or omission of any student.
- Q. Policies and Regulations.** The student agrees to comply with all municipal, state, and federal laws. The student agrees to comply with Office of Residence Life policies, student code of conduct, and established and published College policies. The student may be reported and referred for disciplinary action for behaviors that may be in violation of law and/or policy. Earlham College reserves the right to remove a student from the residence halls and/or houses for behavior considered disruptive to the residential community. College rules, regulations, and policies affecting this contract and the student's occupancy of the premises are subject to change at the discretion of the College.
- R. Obligations of Earlham College.** There are several obligations of service Earlham College recognizes:
1. The College will provide basic utilities to each residence hall and house. The cost of these utilities is incorporated within the overall housing fee. The College shall also provide prompt maintenance service in the event of mechanical difficulties or interruptions to any utility service which is under the control and/or ownership of the College; and promptly seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the College but not under College control. Housing fees will not be adjusted because of the College's inability to restore service for a reasonable period of time.
  2. The College shall, within a reasonable time, exercise reasonable care to maintain and correct unsafe conditions in the residence halls/houses. The student may request correction of such conditions through the hall staff, by contacting the Office of Residence Life, or by submitting a work order request through Facilities Maintenance. The student has a responsibility to report issues in a timely fashion.
  3. The College is not responsible for the continuation of food, mail, custodial, heating, maintenance, or security service at normal levels in the event of natural disaster, power/water/sewer interruptions, or in the event of other causal events beyond the control or reasonable anticipation of the College.
  4. The College is not responsible for construction noise or disruptions associated with construction sites adjacent to the residence halls/houses.
- S. Joint Obligations.** Earlham College and the student share the responsibility for ensuring the quality of life within the residence halls/houses, which includes their maintenance, furnishings and facilities, and security from fire and other hazards. The College will work with students to promote effective security of persons and property in the residence halls/houses.
- T. Dining Service Meal Plan.** All students living in the residence halls are required to have a dining meal plan for each semester. Students residing in college houses or in Campus Village are not required to have a dining service meal plan, but may opt into one if they choose. Requests for exemptions may be submitted to the Office of Residence Life.
- U. Law and Venue.** This agreement shall be construed according to the laws of the State of Indiana and is performable in Richmond, Wayne County, Indiana. Any lawsuit with respect to this contract shall be brought exclusively in a state or federal court in Wayne County, Indiana.