
INTRODUCTION

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.

GENERAL TERMS AND CONDITIONS

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, apartment, 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, apartment, 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 due to physical renovations, consolidation efforts, administrative relocation, or other valid reasons as determined. 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 2019 Summer term. The 2019 Summer term begins on Monday, May 13, 2019, at 6:00 p.m. The 2019 Summer term ends on Sunday, July 28, 2019, at 5:00 p.m. Students living on-campus in the spring and would like to transition directly to summer housing will have the option to start their housing contract as early as Friday, May 10, 2019. Students who will be living on-campus for the Fall 2019 term have the option to extend their summer housing contract until the start of the Fall 2019 term. Specific arrangements should be made with the Office of Residence Life.
- C. Fees and Payments.** All residence hall fees are established each year by Earlham College and its Board of Trustees and their designees. 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.
1. Students are billed for summer housing based on a nightly rate of \$16.00/night as well as a one-time programming fee of \$15.00.
 2. Check-ins which occur before 8:00 a.m. are charged as a full additional night stayed on-campus, unless otherwise waived by the Office of Residence Life.
 3. Check-outs which occur after 5:00 p.m. are charged as a full additional night stayed on-campus, unless otherwise waived by the Office of Residence Life.
 4. All applications received after April 26, 2019, which request a spring-to-summer transition will be assessed a \$75.00 late application fee.
- 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 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. Students who apply by April 19, 2019, will receive priority assignment and be assigned to summer residential spaces before students who apply after April 19, 2019. These priority assignments will be organized by the student's 2019-20 room selection tier/lottery number. The Office of Residence Life shall use the student's preferences to determine their assignment. 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.

2. All students will be notified of the residence hall assignment through their Earlham College email address. A hardcopy assignment letter may be sent to a student upon request.
 3. Earlham College reserves the right to assign late applicants to temporary housing space with permanent assignments following when/if space permits.
 4. 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 after the student requested to check in, unless notification has been received by the Office of Residence Life in writing.
 5. 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.** Any student who wishes to terminate his or her housing contract/license agreement must contact the Office of Residence Life and arrange a contract cancellation/release and check out date if the student has already checked into the room.
- 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.** Completing the check-in procedure, acceptance of a room key and/or placement of personal belongings in a residential space 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 apartment/house keys and room key. Any keys not returned by the student to the Office of Residence Life will result in associated replacement costs being billed to his/her student account. 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 summer term 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. All room changes must be approved by the Office of Residence Life.
- 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 during the summer term. Students will be granted an extended period of time to submit an appeal at the conclusion of the contract period, which will be designated by the Office of Residence Life.
 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. Earlham College Residence Life officials and Facilities staff or their hired contractors 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. If a resident has not made arrangements to claim their items within 5 business days after their departure and/or communication from the Office of Residence Life, Residence Life Staff will remove the items from the room and store them for 30 days. After the 30-day period, the abandoned property will be donated or discarded. Abandoned property and the removal and storage of abandoned property is subject to fees assessed by the Office of Residence Life
- 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 on-campus assigned housing space. 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, apartments, 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, apartment, 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/apartments/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. 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.