

## 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.

## EARLHAM COLLEGE RESIDENCY POLICY & EXEMPTION POLICY

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 on-campus Earlham College housing facilities. Students who are enrolled in on-campus Earlham College credits that equal less than nine hours 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), has a medical accommodation that cannot be supported by facilities offered through 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 or is called to serve in active military service, 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. A Housing Exemption Request must be submitted to the Office of Residence Life, per the Exemption policy. 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.

## GENERAL TERMS AND CONDITIONS

Pursuant to the terms and provisions outlined in this Housing 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 2022-23 academic year. The academic year begins with the on-campus housing opening date for the Fall 2022 semester and ends with the official on-campus housing closing date for the spring semester in May 2023, 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, late departure, or occupancy during Winter Break.
  - 1. Official Opening and Closing Dates

- a. For new students to Earlham College, the Fall 2022 opening date is August 20, 2022. For returning students to Earlham College, the Fall 2022 opening date is August 21, 2022. For students moving onto campus housing for the Spring 2023 semester, the official move-in date is January 21, 2023.
- b. The official on-campus housing closing date for the 2022-23 academic year is May 12, 2023, 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 14, 2022, 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. Students that are 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 their 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 and Apartment Housing
  - 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 housing assignment through their Earlham College email address. A hardcopy assignment letter may be sent to a student upon request.
2. College Houses
  - a. Students wishing to be assigned to college houses apply as a theme/topic group, and their application is reviewed and prioritized by the student-led House Review Committee. Specific facility assignments are made by the Office of Residence Life following this review and selection process. The House Convener(s) is responsible for providing an accurate roster allotting individual space to students who will live in the house. The Office of Residence Life reserves the right to final approval of all house rosters.
  - b. All students will be notified of their housing assignment through their Earlham College email address. A hardcopy assignment letter may be sent to a student upon request.
  - c. All other College House space will be assigned according to the terms/conditions set forth in the "Housing 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 their 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 their 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. Students who wish to terminate their 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 via a housing exemption request after July 1st, 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. Grounds for Consideration for cancellation fee exemption. The following are reasons that the cancellation fee may be waived:
  - a. Academic Withdrawal/non-registration from all on-ground and online courses offered at Earlham College
  - b. Academic Suspension
  - c. Marriage prior to the start of the fall semester
  - d. Participation in Earlham College approved academic-related experiences/internships which requires off-campus residency
  - e. Medical Leave of Absence
  - f. Call or induction into active military service
4. 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 their 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 16, 2022 at 5:00 p.m. Students release for specific situations noted below shall not be assessed for spring semester housing.
      - Students participating in an Earlham College approved academic program which requires off-campus residency.
      - Students graduating from Earlham College at the conclusion of the fall semester.
      - Students getting married prior to the beginning of the spring semester.
      - Total Academic Withdrawal/non-registration from all on-campus and online courses offered at Earlham College for the remainder of the contract period
      - Leave of Absence, including medical and academic leaves
      - Call or induction into active military service

- 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 their 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 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. 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 business days of student notification during the academic year. 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. Entry to Student Spaces.** 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 construction noise or disruptions associated with construction sites adjacent to the residence halls/houses.
4. The College may terminate or temporarily suspend performance of any part of this contract, without notice, in the event Earlham College's obligations and/or duties under this contract are prevented or delayed, either directly or indirectly, by consequence of a Force Majeure Event.
  - a. A Force Majeure Event means a cause or event beyond the reasonable control of Earlham College, including but not limited to, an act of God, natural disaster, act of war, act of terrorism, or act of the public enemy; national emergency, moratorium, riot, public protest, tornado, hurricane, sinkhole, earthquake, or other casualty, disaster or catastrophe; epidemic, pandemic or other infectious disease, or other similar causes; any existing or future laws or act of the Federal or any state government (including specifically, but not exclusively, any orders, rules or regulations issued by any official agency of any such government) resulting in a complete or partial shutdown; or any other cause or causes (whether or not similar in nature to any of those specified above) beyond Earlham College's reasonable control, irrespective of whether such contingency is specified herein or is presently occurring or anticipated.
5. The College assumes no responsibility or liability for failure to perform any terms or conditions of this contract due to circumstances beyond its control. No refund, recompense, or compensation is provided for loss of student's time in dealing with a displacement (either temporary or permanent) nor retribution for discomfort. The College shall not be responsible for any failure to provide housing, food, mail, custodial, heating, maintenance, or security service in the event of power/water/sewer interruptions or if Force Majeure conditions exist. In such event, Earlham College shall not be obligated to refund any amount the student already paid pursuant to the contract. Nothing in this contract shall be construed to relieve the student of their payment obligations under this contract, or waive any right or claim of the College for payment under the terms of this contract.

**S. Joint Obligations.** Earlham College and the student share the responsibility for ensuring the quality of life within on-campus house, 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 on-campus are required to have a dining meal plan for each semester. Students are allowed to increase or decrease their meal plan, but can only decrease prior to the start of the meal plan for a given semester - Fall Semester (August 20, 2022 at 5:00 pm) or Spring Semester (January 21, 2023 at 5:00 pm). Students who are designated with the enrollment status of "First Year" are required to have the minimum of the offered 19 Meal Plans for their first semester at Earlham College. All students, however, are eligible to submit request for meal plan exemptions, which should be submitted to the Office of Residence Life.

1. All meal plan exemption requests should be submitted by July 1<sup>st</sup> for the Fall Semester or November 1<sup>st</sup> for the Spring Semester. Students may receive a full or partial meal plan exemption for the following reasons:
  - a. Religious or Medical dietary restrictions that cannot be accommodated by Earlham College
  - b. Approved Housing Exemption Request
  - c. Students taking a leave of absence
  - d. Total Academic Withdrawal/non-registration from all on-ground and online courses offered at Earlham College for the remainder of the contract period
  - e. Leave of Absence, including medical and academic leaves
2. If a request is submitted after the aforementioned dates, please note that even if you are granted an exemption that you may not receive the full refund of your assigned meal plan. Depending on the date of approval, the refund amount will be based on the starting date of the Earlham Academic Calendar. The refund schedule is as follows:

● Through end of week 1	94%
● Through end of week 2	88%
● Through end of week 3	82%
● Through end of week 4	76%
● Through end of week 5	70%
● Through end of week 6	64%
● Through end of week 7	58%

- Through end of week 8 52%
- Through end of week 9 46%
- Through end of week 10 40%
- Through end of week 11 34%
- Through end of week 12 28%
- Through end of week 13 22%
- Through end of week 14 16%
- Through end of week 15 10%
- Through end of week 16 4%

1. Decisions to Meal Plan Exemption Requests may be appealed as per the Meal Plan Exemption Policy.

**B. 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.