

# Housing Contract

Office of Housing & Residential Life • Division of Student Affairs 83 Windham Street • Willimantic, Connecticut 06226-2211 • (860) 465-5297

In paying a non-refundable housing deposit, submitting a housing application and/or receiving a housing assignment, each student agrees to accept all terms and conditions pertaining to the occupancy of a residence hall at Eastern Connecticut State University. Students should read the terms carefully and contact the Office of Housing & Residential Life if they have any questions. Copies of the contract can be found on the Housing & Residential Life website: www.easternct.edu/housing. The Student Handbook is available at www.easternct.edu/studentaffairs/student-handbook/

Student Name	Residence Hall & Room	
Signature	Student ID #	Date

- All residents must have meningitis, mumps, measles, and rubella vaccinations in order to occupy housing. You will not be allowed to move in until you have provided certified proof validated by Eastern's Health Services Office.
- Students who are transported to a medical facility due
  to alcohol or drug use, or for mental health reasons are
  required to meet with the Dean of Students the next
  business day. When a student is transported, University
  staff may notify the person the student listed as the
  emergency contact.
- The University may cancel this contract with the student at any time for violation of University policies governing student conduct, regulations governing residence halls, for health or community reasons, or for failure to satisfy any conditions contained herein.
- Cancellation of the contract will result in the loss of campus residence privileges. When a student withdraws from the University, this contract is automatically terminated except for financial obligations.
- A housing deposit is due by established deadlines and a housing application must be submitted in order to receive and/or select a housing assignment.
- Eastern will not accommodate a room/roommate change request based on an individual's race, color, ethnicity, religious creed, national origin, gender, age, sexual orientation, disability or any other protected status established by law.

- E-mail is the department's primary mode of communication on housing related matters. All residents must maintain an Eastern e-mail account and check it regularly.
- Housing deposits are non-refundable per Connecticut State University System Board of Regents policy.
   Housing is not guaranteed.

### REFUND POLICY FOR WITHDRAWAL FROM THE UNIVERSITY (Housing fees only)

- 100 percent prior to the first day of classes
- 90 percent during the first week
- 60 percent during the second week
- 40 percent during the third and fourth weeks
- No refunds after the fourth week of classes

#### HOUSING CANCELLATION POLICY

- The Housing Contract is an annual contract that covers both the fall and spring semesters.
- Students wishing to cancel the housing contract will be automatically released as long as their cancellation request is received by June 30. Students who are released will forfeit their housing deposit.

- Students who will be new to housing for the spring semester and wish to cancel their housing contract will be automatically released as long as their cancellation request is received by December 1. Students who are released will forfeit their housing deposit.
- Students who wish to cancel their housing contract
  after the deadlines will be automatically released if
  they are officially withdrawing from the university,
  graduating, participating in student teaching or
  internship that reduces or eliminates the need for
  housing (the experience must be closer to the home/
  off-campus address than it is to campus) or studying
  abroad. A housing contract cancellation request must
  be submitted.
- Students who wish to cancel their housing contract after the deadlines for reasons other than those listed above will need to request to be released from the housing contract by submitting the housing contract cancellation request. It is not guaranteed that the request will be granted. The request will be reviewed by the Housing Cancellation Review Committee.
- Students whose cancellation request is denied will remain assigned and are responsible for paying the various fees/costs associated with on-campus housing for the fall and spring semester(s).

## OCCUPANCY

- For the purpose of this contract, the term "roommate refers to all residents living within the assigned room/ suite/apartment.
- All assignments to residence halls are made for the entire academic year (fall/spring) or part thereof, and are made on a room and board (where applicable) basis.
- 3. All residents are assigned individually (married couples cannot be accommodated). Only full time (minimum of 12 credits) undergraduate students with satisfactory academic progress are eligible to live on campus unless other provisions are approved by the Housing Office. Part-time and graduate students may be assigned on a space-available basis.
- 4. Residence hall and space assignments for all students are made on a space available basis. All spaces are assigned without reference to religion, color, race, age, or sexual orientation. Students with physical disabilities may be required to live in accessible rooms or to have live-in attendants. Students assigned to an accessible room that do not have a specific need for such a room will be required to relocate to a non-accessible room as needed. All students with a disability are required to be registered with the Office of AccessAbility Services prior to requesting accommodations. Reasonable notification is required.
- 5. Each residence hall has a student-run Residence Hall Association. All residents will have input into programs through open floor and hall meetings, floor representatives, and service on committees. A \$20/semester social fee for purpose of programming will be billed to the student's account.
- This contract is valid for one academic year and is valid for all residential areas. Continued residence is not guaranteed for future semesters.
- 7. A student may occupy the space assigned from the date designated for the official opening of the hall through the day of his/her last final examination, but not during official University recesses. At the end of the Fall and Spring semesters, a student must vacate his/her space within 24 hours of his/her last final, or by the closing date/time for the residence halls, whichever occurs first.

- If a student withdraws from the University, he/she must vacate the residence hall within 24 hours of the date of withdrawal.
- 9. Occupancy of any room is limited to the student(s) assigned to that room. A guest is defined as any person not assigned to the room/suite/apartment.
- 10. A guarantee cannot be made concerning the number of students assigned to a room. Standard occupancy levels will remain unless emergency conditions prevail. If a vacancy occurs in a room, the remaining student(s) in that room agree to accept a new occupant(s) to fill the existing vacancy. Failure to comply may result in termination of this contract.
- 11. The University reserves the right to make changes in residence hall assignments whenever it is deemed necessary. When circumstances warrant, professional staff may make a room or hall assignment change in the interest of the health, safety, and welfare of the individual and community at large. The University reserves the right to use rooms and furnishings as needed during official University recess.
- 12. Full payment, or proper arrangements for full payment of room, board, social fees, and any other outstanding University bills, must be received prior to moving into a residence hall. Non-payment of stipulated fees, (e.g. damage bills) may result in the immediate termination of this contract or the non-renewal of this contract for the following semester.
- 13. This contract will go into effect upon being assigned to housing and terminate when a student checks out or when residence halls close at the end of the spring semester, whichever occurs first.
- 14. Any student whose contract is terminated for disciplinary, academic, financial, health or safety reasons in one residence hall will not be allowed to reside in another residence hall unless approved by the Vice President for Student Affairs or his/her designee. Any resident whose housing contract is terminated for disciplinary reasons from one residence hall will not be allowed visitation into any other residence hall for the term of his/her sanction, unless so determined by the Vice President for Student Affairs for his/her designee.

- Any student terminated from a residence hall for disciplinary reasons shall not be issued a refund of any Housing fees.
- 16. The winter session housing residence hall to be used each year must be vacated by students for the winter session. All belongings must be removed during this time. You will be notified in advance if your residence hall is used for winter session housing.

## CONDITIONS OF OCCUPANCY

- All students living in a University residence hall are subject to the provisions of the University's policies governing student conduct and discipline. Students are responsible for knowing and observing the University's regulations and procedures, as set forth in official publications. Students must note that as citizens they are subject to all federal and state laws in addition to all University regulations governing student conduct and responsibility. Copies of pertinent official University publications are available on-line.
- 2. The University reserves the right to terminate a resident's contract for insubordination, disrespect, or non-compliance with a University staff person who is performing his/her assigned duties. Making false statements to a University official is not permitted. Failure to comply may result in termination of this contract. Professional housing staff may deem it necessary to call a mandatory meeting to discuss issues and concerns as needed. It is a requirement of all students to attend these meetings. Access to the residence halls will be disabled for failure to attend or respond to requests for meetings with the Vice President of Student Affairs, Dean of Students, Judicial Officer, or any University official
- 3. Residents have an obligation to be considerate of their fellow students. Respecting one's privacy is a consideration that must be maintained at all times. Use of video or voice recording devices without one's knowledge is prohibited. Inconsiderate, loud, or obscene behavior including excessive noise or other residence hall violations will be subject to review by the appropriate University staff member. Conduct which endangers the property or the health and safety of oneself or others is prohibited.

#### STUDENT ON-CAMPUS HOUSING-ENTRY AND/OR SEARCH POLICY

The University recognizes the need for a balance between its right to maintain an orderly educational and residential environment and its students' constitutional right to privacy. A goal of the University is to preserve the health and safety of the resident while maintaining an environment that facilitates safety and scholarship. With this in mind, at times it may be necessary for University staff to enter a student's room, or for University staff to escort non-University personnel to an apartment or residence hall room. Reasonable efforts shall be made to notify the resident(s) in advance of any entry. A student's room shall not be entered without consent except as follows:

- (a) repairs, maintenance, building systems and building support inspections, facility improvements;
- (b) recovery of University/State-owned property not authorized for use in the assigned space;
- (c) fire, health and safety, and cleanliness inspections made periodically, as well as at hall closing/vacation periods;
- (d) when there is reliable information that an emergency exists (including but not limited to fire, accident, sickness, or danger to the health and welfare of residents);
- (e) when there is reliable information that such entry is necessary for the purpose of removing items including, but not limited to, weapons or other contraband which pose a threat to the health and safety of students, faculty, staff, or visitors to the campus.
- (f) when there is reliable information that a University policy is being violated;
- (g) entries and searches conducted by authorized law enforcement officials under circumstances authorized by law.
- 5. A resident may not install equipment, make alterations, or make repairs without prior permission. Lofting of furniture is not permitted. Bed risers can be used to a height of eight inches. University owned/provided furniture cannot be removed from the room/suite/apartment and must remain assembled. Beds will not be bunked/unbunked by University Staff. All provided furniture must remain in its location and remain assembled.
- 6. Microwave and toaster ovens and other cooking appliances are permitted in Noble, Occum, Nutmeg, Laurel, High Rise, Low Rise and Shafer cooking areas. Kuerigs are permitted in all halls. Microwaves are allowed in Mead and Niejadlik Hall common rooms only. Microwaves and other cooking appliances are prohibited from all other residence halls, excluding university provided community units. Prohibited items may be confiscated by residence life staff. Confiscated items that are not claimed by the end of the semester will be discarded.
- 7. The University assumes no responsibility for the loss, theft, or damage to personal property. Residents are responsible to protect/secure their personal property located on-campus and are encouraged to obtain appropriate insurance.
- 8. Personal items stored during winter recess remain on campus at the resident's risk of loss.
- 9. At the expiration of the housing contract and/or upon check out, expulsion, dismissal or other disciplinary action which causes the student to leave University Housing, students are not permitted to store personal belongings on campus. A removal/disposal charge will be assessed to any student whose possessions must be removed from the room by the University after the student fails to remove the belongings. If the student does not remove his/her belongings during the check out period, the University will dispose of the belongings in any manner it shall see fit. The University will not be responsible for the damage or loss of any personal property left on campus. The University will not be responsible for the damage or loss of any personal property caused by the negligence of any student or guest.
- 10. When first occupying or vacating an assigned room the student is responsible for carefully checking the condition of the room and its equipment with a staff member, using forms provided by the Office of Housing and Residential Life. Failure to do so may lead to damage charges being assessed at a later date. Billing will be subject to final inspection of each room by the Hall Director after the close of each building. All damage billing (for the fall and spring semesters) is billed at the completion of the spring semester. Students who leave housing at the end of the fall semester may receive damage billing (from the fall semester at the end of the spring semester. Students not living on campus in the spring will not be responsible for spring common area billing charges.
- 11. Upon vacating a room during any scheduled recess period or at the end of a semester, residents must remove all belongings (end of year only), empty trash, sweep or vacuum floors, empty refrigerators, close and lock all doors and windows, and sign a provisional checkout form from the hall staff. Final room damage and common area damage assessments will be made by the Hall Director after all residents have officially vacated the residence hall. If two or more students occupy a room where damage has been done, each individual

- is liable for a proportionate amount of the damage, unless the responsibility is voluntarily assumed by one of the occupants. Occupants who wish to contest room damages and deficiencies cited by the Housing Office may file an appeal with the Office of Housing and Residential Life within 15 days of notification.
- 12. The University holds each student responsible for the loss or damage of property beyond the normal wear and tear of the individual rooms and building as a whole. All residents living in a residence hall assume a community responsibility of keeping the hall clean and in good condition, including but not limited to all rooms and common spaces. Any vandalism or damage done within common areas of the building will be proportionately divided amongst all students that live in the building, floor, or who have access to the area unless the responsible party is found. The common public area damages cannot be appealed. Each hall's Residence Hall Association will discuss all common area damage to determine the floor/area that will be billed.
- 13. Each resident is given front door key fobs, room keys and a mailbox key/combo as appropriate when he/ she initially checks in. Room keys must be returned to staff members when a student vacates the residence hall or changes rooms. If the student does not return the keys when he/she vacates his/her room, he or she will incur a financial charge. The student will also pay a charge if he/she duplicates the key without permission. The lending of any key or allowing a non-resident unknown and/or unescorted by you into a residence hall is a violation of this contract. All keys that are lost must be reported immediately to the Hall Director. A charge will be incurred for all replacement key(s) and necessary lock changes.
- 14. Failure to return keys or to check out properly during the assigned check out period will result in the assessment of damages including, but not limited to, an improper check out fee of \$25.00.
- 15. All residents must evacuate the residence hall whenever a fire alarm sounds. False alarms and tampering with fire equipment, particularly smoke detectors (and sprinklers), is prohibited by state law and violators will be subject to disciplinary action by the University, as well as criminal prosecution. No items should be hung from any pipes. False alarms will result in a service charge. The charge will be assessed against all the residents in the hall/area if the person responsible for the alarm has not been identified.
- 16. Any threat to the health and safety of residents or damage to property will not be tolerated. The presence, possession and/or usage of the following items is prohibited: a) air guns, paint ball markers, firearms, fireworks, explosives, dangerous weapons or any other incendiary devices; b) combustible materials, such as live Christmas trees, liquids, tapestries, flags on the walls or over light fixtures, halogen lamps, octopus" lamps with plastic shades, lava lamps, candles, tart warmers and wax warmers, hookahs, incense, room air conditioners, electric heaters, electric blankets, refrigerators over 4.4 cubic feet, barbecue grills, exten sion cords (except UL-approved surge protectors); c) alcohol and/or alcohol containers, including shot glasses; d) narcotics and/or illegal drugs, drug paraphernalia; e) water beds, wooden futons, weight lifting equipment, cinder blocks; f) official or public signs, g) electric guitars, power amplifiers, drums, etc.; h) darts and dart boards; i) excess dirt or litter, unsanitary or hazardous conditions, or decorations deemed unsafe by University officials. No cooking is allowed in any student bedrooms or hallways; j) removal of screens is strictly prohibited; k) wireless routers; l) Hover boards or other electronically operated skateboard type devices cannot be charged, operated or stored in the halls or on campus; m) wallpaper.
- 17. Any acts of reckless endangerment such as fighting, hitting, throwing, or kicking of objects inside a residence hall, or throwing of items out of, off of, on to, or up to the hall are prohibited.
- 18. Service animals and support animals are permitted in the residence hall only when approved by the Office of AccessAbility Services. Support animals are permitted in the student's living space (room/suite/apartment) only. All pets, except fish (in no more than a 10 gallon tank), are prohibited in the residence halls. All specimens from science projects, etc., are prohibited in the residence hall.
- 19. Motorcycles and mopeds are not allowed in residence halls. These items must be stored in designated areas outside each residence halls at the student's risk. Open bike racks are available for the students' use in some areas. Students may store bicycles in their rooms only if there are no objections from all students assigned to the room/suite/apartment and the Housing staff.
- 20. Students are not permitted to use their rooms or facilities in the residence hall for any commercial or illegal purposes. Neither may solicitors, sales persons or agents, whether students or others, contact students in the residence halls for any commercial purposes unless approved by the Vice President for Student Affairs. Gambling, including, but not limited to, promoting, wagering, receiving monies for wagering or gambling for money or property, on University premises is

- prohibited.
- 21. A guest is a person not assigned to the room/suite/ apartment. Residents are permitted to have no more than two non-overnight guests at a time and must fol-low the agreement made by all roommates in reference to non-overnight guests on the Roommate Expectation Form. A guest may stay overnight for no more than two nights in a seven day period. Misconduct on the part of any guest or violation of any University or Housing policy is the ultimate responsibility of the host resident. All visitors must be escorted at all times by their host resident. Unescorted guests will be removed from the building/campus, and the host resident will be subject to disciplinary action. All guests are required to have a valid picture ID, limited to a driver's license, state ID, passport, or Eastern ID. No other forms of ID are accepted. All non-residents must sign in and out at the reception desk during the designated times. Failure to adhere to the sign in/sign out system may result in termination of visitation privileges or termination of this contract. The Hall Director has final approval of all guests. Overnight guests are visitors present in the building between the hours of midnight and 9 a.m. All overnight guests must be 16 years or older. Guests under 18 years must have parental approval a minimum of two business days in advance, which is subject to verification using University provided forms.
- 22. All residents and their guests are required to follow published University policies, rules, and regulations including all Residential Life policies noted in the Residential Life handbook, Housing contract, Housing website as well as all federal and state laws.
- 23. Tapping into any utility service in the residence hall (cable TV, electricity, water, phone boxes, etc.) is strictly forbidden, as is using any electrical equipment that requires more than normal amounts of current.
- 24. Quiet hours exist for all residence halls during which restrictions on noise are maintained. This is to ensure privacy, to maintain respect for the rights of others and to encourage an academic environment. Quiet hours are Sunday through Thursday, 10 p.m. to 8 a.m. and Friday through Saturday, midnight to 8 a.m. Twentyfour hour courtesy hours are in place throughout the entire year to facilitate an academically conducive environment. Quiet hours are expanded beginning the Wednesday prior to final exams through the remainder of the semester to 24 hour quiet hours.
- 25. Students will follow all policies provided by the University concerning alcohol use. Copies of the University's alcohol policy are available in the Student Handbook. All residence halls are alcohol free. Drinking games, including but not limited to beer and water pong, flip cup, quarters, etc. are not permitted.
- 26. All students assigned to Burnap, Burr, Crandall, Winthrop, Constitution, Niejadlik, Mead and Occum first and second floors, regardless of class rank, must participate in the Silver Plus \$125 Meal Plan. All first-year students assigned to any other facility are required to participate in the Silver Plus \$125 Meal Plan.
- 27. All residential halls are smoke free by Connecticut State Law. Smoking is prohibited within 40 feet of the entrance of each university building. The use of chewing tobacco, cigarettes, e-cigarettes, medical marijuana and smokeless tobacco products is strictly prohibited from all community areas and corridors of all residence halls.
- 28. Students are required to carry their Eastern student IDs and room keys at all times.
- 29. Winter session and summer housing fees are established prior to the start of each session. Residents must be enrolled in classes or be a student employee during the sessions. All winter session and summer students must apply for each session and have paid all fees in full prior to move in. All students who apply and are accepted to stay for winter session or summer housing must move to the designated winter session and summer housing facilities.
- Bathrooms on the floors of traditional residence halls are designated by gender. Any violation of the designated facilities will result in immediate disciplinary action.
- 31. All residents are required to follow all University policies regarding computer and network usage and downloading of unauthorized or inappropriate material as found in the Student Handbook.
- 32. Offensive or disorderly conduct which causes interference, annoyance or alarm or recklessly creates a risk thereof at CSCU or CSCU premises, CSCU web or social media sites, at a CSCU-sponsored activity or in college or university courses, including cyber bullying. This offense does not apply to speech or other forms of constitutionally protected expression.