

ELON UNIVERSITY HOUSING AGREEMENT

- Please read this document carefully. This housing agreement is a binding legal agreement that details a set of conditions between you, the student, and Elon University. This housing agreement guarantees a space in campus housing for the agreement period specified in paragraph one of Terms and Conditions. This agreement may be terminated only under the conditions specified herein.
- The university agrees to provide accommodations under the conditions of this agreement and as described in the Guide to Residence Life. A master copy is on file for current residents in Residence Life, Moseley 213.
- Students and their parents or guardians are urged to read carefully the terms and conditions of this agreement. If the student is under 18, a parent or guardian must sign this agreement along with the student.

Please read before signing and pay special attention to paragraphs 5, 6, 7, and 8

I have read and agree to abide by the terms of this agreement.

White - Office
Yellow - Student

Name: _____

Datatel #: _____

Please Print Last First MI

Signature: _____

Date: _____

Student

Signature: _____

Date: _____

Parent/Guardian, if student is under 18

TERMS AND CONDITIONS – UNIVERSITY HOUSING POLICIES

1. Agreement Period

This agreement provides you, the student, with a meal plan and a space in campus housing for the entire academic year (Fall/Winter and Spring semesters), to be vacated no later than 24 hours after your last examination each semester. The student is required to purchase a meal plan each term. The opening and closing of all campus housing will follow the university academic calendar in accordance with a schedule published by the Registrar. Residents may not occupy or leave personal belongings in any room before the halls are officially opened or after they have officially closed at the end of the academic year. Note that the halls are closed at Thanksgiving and Spring breaks and the time between fall and winter terms.

2. Campus Housing Covered

All residence halls, Danieley Center G-N, and Greek houses are covered by this agreement.

3. Occupancy

This agreement binds a student to pay room and board charges for the academic year specified above according to the University payment schedule. Unless written approval is given by the Associate Director of Residence Life Operations and Information Management or his/her designee, students are expected to check into their assigned rooms by the beginning of the FIRST DAY OF CLASSES. Failure to do so may be considered in violation of this agreement.

4. Eligibility Requirements

To be eligible for residence in on-campus housing, students must be enrolled in full-time academic course work at the start of the semester (minimum of 12 semester hours). Exceptions must be approved by the Associate Director of Residence Life Operations and Information Management. Dropping to part-time status does not necessarily cancel this agreement. All first and second year students are required to live on campus except those who are living with their parent(s), nontraditional students and transfer students who have been out of high school one year or more, unless approved by the Associate Director of Residence Life Operations and Information Management. A resident may not sublet or rent a room or permit another person to share a room assignment. The student may only use the room as a residence. A resident whose housing agreement is terminated by the university due to judicial reasons may forfeit the housing payment for the academic year.

5. Cancellation of Agreement prior to the opening of Academic Year

- **April 31** - If written notice of cancellation is received in Residence Life between these dates, the agreement is canceled and the \$200 reservation fee is refunded to the payer, less any indebtedness to the University.
- **May 1-May 31** - If written notice of cancellation is received in Residence Life between these dates, the full \$200 reservation fee is forfeited, the agreement is canceled.
- **June 1-June 30** - If written notice of cancellation is received in Residence Life between these dates, the full \$200 reservation fee is forfeited, the agreement is canceled, and an additional \$200 late cancellation fee is assessed if the student continues to be enrolled.
- **July 1-July 31** - If written notice of cancellation is received in Residence Life between these dates, the full \$200 reservation fee is forfeited, the agreement is canceled, and an additional \$400 late cancellation fee is assessed if the student continues to be enrolled.
- **August 1 to first day of classes** - If written notice of cancellation is received in Residence Life between these dates, the full \$200 reservation fee is forfeited, the agreement is canceled, and an additional \$600 late cancellation fee is assessed if the student continues to be enrolled.
- **AFTER the first day of classes** - After this date, the agreement is binding and students who are enrolled are obligated to pay full room and board charges. If you are an enrolled Elon student this contract can only be cancelled by going through the appeals process. For students not continuing at Elon, the full \$200 reservation fee and the security deposit balance are forfeited and the security deposit balance is refunded, less any indebtedness to the University.

Students Requesting Housing for Spring Semester Only

- **AFTER January 15** - After this date, the agreement is binding and students who are enrolled are obligated to pay full room and board charges. For students not continuing at Elon, the University will retain the full \$200 reservation fee to cover administrative costs.
 - If the student remains enrolled at the University, the student will be held responsible for the full room and board charges for the spring term.

○ Students who sign this agreement after opening of the term are obligated to pay the entire academic year's room and board rate unless they do not enroll. If a student's plans change and he or she re-enrolls after canceling, the semester charge will be added back to his or her account.

6. Agreement Termination by the student after the start of the academic year

- The agreement may be terminated after the start of each semester only for the following reasons: withdrawal, marriage, or circumstances that are determined by the university to be beyond the student's control. Documentary evidence will be required to show cause for cancellation. Contact Residence Life for information regarding the appeals process.
- Any student qualifying for cancellation under paragraph 6(a) will forfeit the \$100 security deposit or the prorated amount for the days of the semester that housing is held in reservation by that student, whichever is greater.

7. Agreement Termination at the end of the first semester

The agreement may be terminated at the end of the first semester without penalty for the following reasons: graduation, withdrawal, ineligibility to continue enrollment due to a failure to meet academic requirements, failure to enroll a second semester, participation in anything required by the University so that the student is not able to reside on campus. The student is responsible for room and board charges until written notice is received and approval given by the Associate Director of Residence Life Operations and Information Management.

8. Agreement Termination by the University

The University reserves the right to terminate this agreement at any time for good cause. Examples of good cause include but are not limited to: 1) Failure to make payment of required charges by announced deadlines; 2) A change in student status including academic and disciplinary suspension; 3) Failure to comply with state or federal laws, campus housing policies and regulations, and/or rules and regulations adopted by Elon University; 4) Failure to occupy the assigned space before the established deadlines of each semester, or abandonment of the space by the resident who is enrolled at the University, may result in the termination of this agreement by the University with the student being held responsible for room and board charges for the entire academic year.

9. Departing Campus Housing

Should this agreement be terminated, the student will be required to vacate within 24 hours unless special permission, in writing, has been obtained from the Associate Director of Residence Life Operations and Information Management or his/her designee. In the event the student does not vacate within the allowed time period, any property of the student remaining in the room or building may be treated as abandoned property. All charges for removal and disposal will be assessed to the student. Failure to perform a check-out inspection of the assigned room with a member of the Residence Life staff will result in a \$25 fine in addition to charges for damages and/or lost/not returned keys.

10. Renewal Option

This agreement is only for the period indicated in paragraph 1. Any continuation in future housing agreements is contingent upon re-application to the procedures published by the Residence Life Office and space availability.

11. Vacancies and Room Capacity

Some rooms may be designated for expanded occupancy on a temporary basis. Rooms must be occupied only by the person(s) officially assigned to the room by Residence Life. Occupancy by a student or other person without authorization is not permitted and may result in judicial action and a \$25 fine. If vacancies exist in campus housing, residents without roommates may be required to move in together (consolidate) as deemed necessary by Residence Life. In the event one of the occupants moves from the assigned space, the student(s) who remain(s) agree(s) to accept an assigned roommate or move to another space on request. Where there is a vacant space, the area must be maintained in a manner by the occupant(s) that will allow another student to move in immediately.

12. Temporary Assignments

Students who accept a temporary assignment do so with the understanding that they may be given short notice to relocate to a permanent or other temporary space. Failure to relocate in the time allocated by Residence Life may result in the loss of the assignment offered.

13. Assignment Changes/Displacement

Changes in assignments may be made after the first two weeks of each term. Room changes requested after this period may be subject to a \$25 room change fee and must be approved by Residence Life. Students who fail to obtain approval or do not follow the proper check-in/check-out procedures may result in being charged a \$50 administrative fee and may be required to return to their original assignment. Students or their guardians agree to assume additional fees/costs for voluntary hall/room changes and/or disciplinary reassignment.

At any time during the academic year, Residence Life reserves the right to alter a student's room assignment or placement when it is deemed in the best interest of the university or the student population.

14. Roommates

Mutual requests for assignment with a specific roommate will be honored when possible; they are not guaranteed. Residence Life does not discriminate on the basis of race, color, sex, handicap, and national or ethnic origin in the assignment of rooms or in the assignment of persons as roommates and rejects all requests for change of assignment based upon such reasons.

15. Damages and Security Deposit

Prior to the first term that a student is going to live in campus housing, a \$100 security deposit will be charged to the student's bill. The student is responsible for all damage to a room and its furnishings and understands that the cost of repairs and replacements will be charged to all residents of the room. Residents are expected to take every precaution to assure that communal property is not abused. IN HALLS OR SECTIONS WHERE THE UNIVERSITY HAS DETERMINED THAT THERE IS UNDUE ABUSE OF UNIVERSITY PROPERTY AND THE RESPONSIBLE INDIVIDUAL(S) CANNOT BE IDENTIFIED, ALL RESIDENTS WILL BE HELD RESPONSIBLE FOR PAYING A PRORATED SHARE OF THE COST OF REPAIRING SUCH DAMAGES. The security deposit will remain in University accounts throughout a student's stay in campus housing. Upon permanently leaving campus housing, the security deposit, or balance thereof, will be refunded accordingly to the conditions outlined in section 5-8, less any indebtedness to the University.

16. Campus Housing Facilities and Policies

All campus housing is considered private property reserved for the exclusive use of resident students, invited guests and authorized university personnel. Residents are responsible for upholding all university and campus housing policies and for informing their invited guests of said policies. Residents are held responsible for the behavior of their guest(s). Violations of any of the requirements in this agreement, those promulgated by Residence Life, or those outlined in the Elon University Student Handbook, which are incorporated herein by reference, will be considered a violation of this agreement and ground(s) for termination of this agreement and removal from university housing. Violations are referred to appropriate university personnel for judicial action.

- **Student Rooms/Furnishings** - All residence hall rooms are furnished with single beds, long/institutional mattresses, desks, chairs, closets/wardrobes, dressers and blinds. Students may not place their mattress on the floor for sleeping or bring water filled furniture into the campus housing. All furnishings must remain in the room unless permission is given by Residence Life. In regards to loft/bunk bed safety, the student assumes full financial and personal responsibility for any risks arising from the use of lofted or bunked beds and hereby holds Elon University, its officers, trustees, and employees harmless from any and all damages, injuries, including death, regardless of negligence, arising from the students use of such beds.
- **Appliances/Equipment** - Campus housing has varying design and construction. The University reserves the right to impose reasonable requirements with respect to the use of appliances or equipment in campus housing. Some examples of items not permitted in campus housing are listed below. However, this list is not all-inclusive. If students have questions about specific items not listed, they are directed to Residence Life for clarification. Those items not allowed are: halogen lamps, microwave (except in Danieley Center housing kitchen area) or toaster ovens, hot plates, deep fat fryers, gas or charcoal grills, power tools, amplifiers (may be stored in resident's rooms, but not used), ceiling fans, track lighting, mopeds, motorbikes, or motorcycles. Residents who are in violation of this will be charged \$25 and the item will be confiscated and held until it can be removed from campus.
- **Pets** - Pets are not permitted in campus housing except for fish in tanks not larger than a 10 gallon capacity and trained guide dogs for the visually/hearing impaired. Violation will result in a \$50 fine and immediate removal of the pet.

17. Community Policies

Because the residence halls comprise a unique community living option, policies that provide for the health, safety, and security needs of all residents are a necessity. These policies foster a cooperative living environment and prohibit certain behaviors which adversely affect the campus housing community. Resident students are also responsible for following all policies stated in the Elon University Student Handbook.

- **Rights of Others** - In order to maintain the academic atmosphere of the residence halls, students are expected to conduct themselves in a considerate manner with regard to the rights, safety, and needs of others. Accordingly, students are obligated to live in a cooperative manner with roommates and other residents. Harassment or the use of grossly abusive language with insults, taunts, or challenges directed at another person is prohibited. Students are expected to recognize and respect the authority of the University staff and to comply with requests they make in the performance of their duties.
- **Fire Safety** - Fire safety is everyone's responsibility. Remember to only use heavy duty UL approved extension cords. Also, live Christmas trees, candles, halogen lamps, non-electric fuel lamps and lanterns, simmer pots, and incense may not be used or kept in campus housing.
- **Safety and Security** - The University has adopted policies which are designed for the safety and security of those living in campus housing. Students are required to carry their Phoenix ID card at all times and to present it to university officials upon request. Residents who enter or leave by locked security doors are responsible for leaving the door in a locked position. When the University is in session, students may enter and leave their campus housing at will. All campus housing is locked at dusk. Those buildings which have common hallways are

equipped with card readers. FOR YOUR SAFETY, DO NOT GIVE YOUR PHOENIX CARD TO ANYONE ELSE. Violation of this policy will result in judicial charges.

- **Property** - Students are expected to exercise care and respect for university property. Theft, vandalism, and unauthorized entry into a restricted, locked, or closed campus housing space not specifically assigned to the student is prohibited.
 - **Alcohol and Drugs** - The responsible, private use of alcoholic beverages by persons 21 years of age or older is permitted in their own private room. All use of alcohol is subject to restrictions of state law and university policy. The University prohibits the use of drugs which are illegal or the illegal use of legal drugs which may involve substantial psychological or physiological hazards or lead to interference with the rights and privileges of others. The student shall not manufacture, possess, or sell drugs and controlled substances on the University campus.
 - **Quiet Hours and Visitation** - Twenty-four hour courtesy hours, and specified quiet hours are designed to promote an environment conducive to study. Visitation hours are for members of the opposite sex to visit in each others residence hall rooms. Both visitation and quiet hours are posted in the Elon University Student Handbook. Strict quiet hours will be in effect in all halls 24-hours each day from the last day of classes through the end of finals.
- #### 18. Housekeeping
- The student shall maintain assigned space in an orderly, safe, and sanitary condition. University personnel provide housekeeping services in common areas, such as lounges, hallways, and community bathrooms. In the event that rooms are not maintained in a sanitary condition, a health and safety inspection will occur.
- #### 19. Keys
- Keys are the property of the University and must be returned when the student moves from a room. Room or suite keys may not be duplicated or lent to anyone else. Possession of another student's room or suite key is prohibited. Failure to return room keys at the end of the agreement period will result in charges to the resident for replacement keys and changing locks. Residents may not install their own locking devices on room doors. Those violating this policy or possessing keys other than the one(s) assigned are in violation of this agreement and subject to judicial action.
- #### 20. Inspections
- Inspections for health and safety conditions and property inventory will be conducted by residence life staff periodically, including, but not limited to holiday closings of campus housing.
- #### 21. Right of Entry
- The University reserves the right to enter student rooms for the following reasons: emergency, repair, maintenance, and health and safety inspections and as necessary to maintain university rules and regulations.
- #### 22. Lofts
- The University does not endorse or encourage the use, purchase or construction of bed lofts, unless purchased through TimberNest. Lofting is only permitted in Virginia and Staley. The student acknowledges risks arising from the use of lofted or bunked beds and hereby holds Elon University, its officers, trustees, and employees harmless from any and all damages, injuries, including death, regardless of negligence, arising from the student's use of such beds. The student also acknowledges he/she is aware safety rails are available upon request through their respective area office should he/she desire to be provided with the rails.
- #### 23. Liability
- The University shall assume no responsibility, and the student or other party to this agreement shall indemnify and hold harmless Elon University and its agents and employees, for any and all claims arising from personal injury or for the loss, damage, or theft of personal property belonging to, or in the custody of the student(s) for any cause whatsoever, whether such losses occur in student rooms, public areas, or elsewhere in or around the residence halls, houses, apartments, or Greek houses. The student is encouraged to carry insurance for protection against such losses.
- #### 24. Entire Agreement
- This agreement and all university rules, regulations, policies and procedures incorporated herein or by reference, form this agreement. Any violation of this agreement may result in termination of this agreement and/or judicial action. No modification of this agreement will be enforceable unless reduced to writing and signed by both the student and the Associate Director of Residence Life Operations and Information Management and his/her designee.