

FISHER COLLEGE HOUSING AGREEMENT



This Agreement between Fisher College (referred to as College), and a student of the College (referred to as Student), is effective on the date indicated in the current rate schedule. If Student is under eighteen (18) years of age, Student also refers to the identified party's parent(s) or legal guardian(s) who assume the obligations imposed by the conditions and covenants in this agreement. Fisher College respects the privacy of all students and will make every effort to ensure the information provided by the Housing Application remains confidential. Fisher College recognizes that transgender students may be especially concerned about privacy and confidentiality. Fisher College is committed to respecting the gender identity of its students while simultaneously protecting confidential information. Transgender students may self-identify to Housing and Residential Life if they wish to receive extra housing assistance, but are not obligated to do so. If a student does self-identify and requests assistance, Housing and Residential Life will not require that the student provide more information that the student is comfortable providing. Furthermore, all information will be kept confidential and will only be used for purposes designated by the student.

WITNESS

- I. College agrees to provide Student with an accommodation (*referred to as Premises*) consistent with the conditions and covenants in this agreement and based on space availability.
- II. Student agrees to pay College the current rate (*contact Housing and Residential Life*) for permission to reside on Premises for the academic year (*fall and spring terms*). Charges for the Fall Semester must be paid-in-full no later than August 1st and no later than January 2nd for the Spring Semester. Rates are subject to annual approval and increase by Fisher College.
- III. The term of this agreement will begin on the weekend prior to classes for the specified Fall term and will remain in effect until the day of the Student's last Spring term examination or Spring graduation date if Student is among those Students scheduled, in advance, to graduate. The months of May (*period following Spring term graduation*), June, July and August (*period prior to the weekend preceding Fall term classes*) are not included in the term.
- IV. Summer Supplemental Term Agreements, at additional cost, are required for occupancy during these months for all available accommodation types. No accommodations will be available during the time between academic terms for all residence hall Premises (*Winter Break*).
- V. The institutional rules contained in the Student Code of Conduct and Fisher College Catalogue are incorporated by reference into this agreement.
- VI. The following covenants are incorporated into this agreement:

1. Conditions of the Agreement. Student must be officially admitted and enrolled in full-time day school at College to live on-campus, and must checkout of the campus accommodation within twenty-four (24) hours if he/she withdraws from or fails to be admitted to the College. Part-time Students may be permitted to live on the Premises at the discretion of Director of Housing and Residential Life or her designee. Students who drop below full-time during the academic year should not assume they will be released from the obligations of the agreement. Student agrees to comply with the terms and conditions contained in the agreement, all College rules regulating the conduct of Students, and any policies or regulations which may be adopted and/or published by College during the term of the agreement. Modifications to the agreement are valid only if confirmed in writing, and approved by the Director of Housing and Residential Life or designee.

2. Term of Occupancy. This agreement is effective for a complete academic year (*fall and spring terms*) or as much of the indicated period remaining in the academic year when Student is assigned. The effective dates for the academic year are determined by the official College calendar as published in the Fisher College Catalog.

- A. **Fall and Spring Terms.** Student agrees to reside on the Premises for both the Fall and Spring terms, provided the Student enrolls in the College for both terms. Fall housing fees are due and must be paid during the fee payment period at the beginning of the Fall term. Spring housing fees are due and must be paid during the fee payment period at the beginning of the Spring term.
- B. **Spring Term Only.** Student who enrolls for the Spring term only, or who initially applies for accommodations for the Spring term, agrees to reside on Premises throughout the Spring term. Spring term housing fees are due and must be paid during the fee payment period at the beginning of the Spring term. Spring housing fees will not be canceled unless Student is eligible for early release from the agreement only as provided in subsection (15) of this agreement.
- C. **Summer Supplemental Terms Only.** Summer Supplemental Term Agreements are available at additional costs with restrictions. (*See the particular agreement for other circumstances.*) Agreements entered into at any time after the beginning of the Fall term will continue in effect until the close of the effective dates under the same conditions as expressed in (A) and (B) above.

3. Application Process and Fees. Student must apply for permission to reside on campus by returning a completed application signed by Student, Student and/or parent or guardian (*if applicable*) indicating acceptance of the terms of the agreement. At the time of application for housing, Student must also submit an enrollment deposit in the amount of \$500.00 (*subject to change each academic year*). (*See current rate schedule or call Housing and Residential Life, 617.236.8828, for additional information.*) This deposit is refundable prior to check-in period according to the following schedule. All cancellations must be submitted IN WRITING to Housing and Residential Life, 118 Beacon Street, Boston, MA 02116 or by fax to 617.670.4425.

A. Academic Year (Fall and Spring) Applications:

Cancellations Postmarked on or prior to.....Deposit Refunded
May 1st..... \$ 500.00
After May 1st.....\$ 0.00

B. Spring Term Only Applications:

Cancellations Postmarked on or prior to.....Deposit Refunded
December 1st..... \$ 500.00
After December 1st but prior to the first check-in day in January.....\$ 0.00

4. Mandatory Board Plan. Students residing on campus agree to purchase an approved, required board plan.

A. Special Dietary Needs. Students participating in the mandatory board plan who have medical conditions requiring special dietary considerations must provide appropriate medical documentation to Aramark Dining Services (*118 Beacon Street, 617.424.9094*). Refunds or reduced rates based on dietary needs are not available. If a Student moves out of housing and continues as a commuter student, the meal plan may be used depending on whether or not the student received a refund in accordance with the refund schedule.

5. Premise Assignments. College reserves the right to make all Premise assignments, and to make any changes or transfers at College's discretion. Student also understands and agrees that:

- A. College is prohibited from making assignments based on age, race, religion, sexual orientation or ethnicity.
- B. College does not guarantee assignment to a particular building, type of accommodation, or (*where applicable*) specific roommate(s).
- C. Assignments will be made by date of receipt of the completed application and \$500 deposit, and by space availability.
- D. Student may not change accommodation without written authorization from College. Requests for change must be on file with Housing and Residential Life, 118 Beacon Street, Boston, MA 02116. Student requests for assignment changes made while in residence and not honored within 30 days of the written request will be considered void.
- E. Premises may not be sublet, and only the persons assigned by College may reside on Premises.
- F. Student shall use and occupy the Premises to which they have been assigned exclusively as a residence for themselves.
- G. Smoking is not permitted on Premises. A designated area for smoking is located outside behind 116
- B. Beacon Street.
- H. Student agrees to accept accommodation assigned, including assignment to temporary housing and off-campus accommodations.

6. Furnishings. Residence Halls will be furnished. Furnishings cannot be removed from the assignment location.

7. Utilities. All utilities are provided at all assignment locations.

8. Right of Entry. Student agrees to permit College to inspect the Premises for purposes of inventory, fire protection, sanitation, safety, maintenance and enforcement of College rules, as they now exist or may be, hereafter, amended during the term of this agreement.

9. Responsibility and Personal Property. College assumes no responsibility for the theft, destruction or loss of money, valuables or other property belonging to, or in custody of, Student for any cause whatsoever, whether such losses occur in living spaces, storage rooms, public areas, elsewhere in the accommodation or in baggage related to shipment or storage. Student is encouraged to carry personal property insurance.

10. Mail. Students should check campus mail and email boxes regularly since most College correspondence to Student is sent through campus mail. Student is responsible for appropriately responding to instructions delivered through campus mail.

11. Security Precautions. Student is responsible for taking or refraining from the following actions in the interests of safety and security of building residents:

- A. **Fire Safety.** Student will not tamper with fire alarms, extinguishers, hoses, or exit signs. Student will evacuate the building immediately upon sounding of an alarm or as otherwise directed by housing staff or Campus Police. Student will not store or lock anything on or immediately adjacent to (*within two feet of*) electrical meters or conduit to/from these meters.

- B. Visitors.** Student agrees to the following conditions with regard to guests or visitors:
1. Student will advise visitors or guests to enter only by main entrance to building where entrance is a central location.
 2. Overnight guests are permitted, but must register with Campus Police. Any overnight visit by a guest must be approved in advance and in writing by all roommates of the room and be approved by the Residence Director on duty by 11pm. Student must escort his/her guest(s) during the visit at all times, and will be held responsible for their guest(s)' conduct.
 3. Guests must adhere to all College rules and policies regulating visitation.
 4. No overnight guests are permitted the first two weeks of each semester and during final exam periods.
- C. Keys.** Accommodation keys are the property of College and Student is not permitted to have duplicate keys made. If a key is lost, the following guidelines for replacement are applicable:
1. A lost key will require a change of lock and core replacement with appropriate charges assessed to Student's account.
 2. Student is not permitted to share or loan key(s) with another Student or individual.
 3. If a key is not returned when the Student vacates the premises, appropriate charges will be taken from the Student's deposit or charges will be assessed to the Student's account.
- Fisher College Student ID Cards.** ID cards are the property of the College and must be carried at all times by Student when on Fisher College premises. Student must present Fisher College ID to Campus Police and/or College staff each time they enter the premises or are requested to present ID. Fisher College ID must be used to purchase meals in the dining hall. The Fisher College ID is non-transferable. Lost ID cards must be reported to Campus Police immediately.
- D. Soliciting.** No solicitation is permitted on College property. Student is required to notify Campus Police at 617.236.8880 of violations. Students must also register their cellular phone with the College if you will be using it as your main contact number.

- 12. General Regulations pertaining to Community Welfare.** The following general regulations should be noted:
- A. Inspections.** Safety inspections will be conducted monthly in all Premises by Housing and Residential Life staff. Maintenance inspections will be conducted periodically. All inspections will be conducted by College personnel during reasonable hours. Premises must be cleaned regularly and maintained by Student so as not to attract pests or create any other health or safety hazard.
 - B. Business.** Students shall not pursue any business on Premises.
 - C. Construction.** No outdoor/indoor construction of any type is allowed without prior consent of the College.
 - D. Disease.** Student will report immediately to Fisher College Health Services any infectious or contagious disease occurring within the accommodation.
 - E. Disturbances.** Student will not conduct or permit loud activities or in any manner create disturbances which cause annoyance or discomfort to other resident(s) or the surrounding community. Student will not permit Premises to be used for illegal purposes.
 - F. Storage.** Storage of all household or personal property outside of dwelling units shall be in such manner as prescribed by the College. Hallways and bathrooms are to be kept neat and not used for storage.
 - G. Background Checks.** The College reserves the right to conduct criminal and/or disciplinary background checks on all students attending Fisher College.

- 13. Prohibited Items.** Student agrees the following are not allowed on Premises:
- A. Pets.** No pets are permitted on Premises, except that Student may keep fish in aquariums of one gallon or less. Student must make appropriate arrangements for care and feeding of fish during periods of absence from Premises. College will not assume responsibility for feeding fish or otherwise maintaining aquarium.
 - B. Cooking Appliances.** Residence halls allow only approved refrigerators (*weighing less than 50 pounds, less than 2.5 cubic feet in size and having an amperage draw of 2.5*) on Premises.
 - C. Water-filled Furniture.** No water beds or other items of water-filled furniture are permitted on Premises.
 - D. Fireworks.** The possession or use of any fireworks or any other incendiary devices are not permitted on Premises.
 - E. Weapons.** The possession or use of any weapons, including firearms, knives, mace or pepper spray as defined by Massachusetts General Laws Chapter 269 are prohibited. This prohibition is inclusive of individuals who may have obtained lawful permits pursuant to the provisions listed in Massachusetts General Laws. Also, any object deemed to be a weapon by the Chief of Campus Police is prohibited on all College properties.
 - F. Miscellaneous Items.** The following additional items are not permitted on Premises:
(Please see the student code of conduct for a complete list of prohibited items.)
 1. air conditioners/dehumidifiers
 2. exterior aerials or antennas
 3. alcoholic beverages, illegal drugs, or paraphernalia
 4. candles or open flames
 5. heating equipment
 6. halogen lamps
 7. extension cords
 8. food preparation appliances
 9. coffee makers

14. Cancellation of the Agreement. Student or College may cancel this agreement under the circumstances indicated below:

- A. Prior to the Beginning of Term.** If Student completes the application process and is assigned a living space, but does not enroll in classes for the fall and/or spring terms, and fails to properly check-in by 4:00 p.m. prior to the first day of classes for any given term, College may cancel the agreement. Student will be considered a no-show subject to forfeiture of his/ her prepayment or the prepayment amount. In cases between terms, where Students' personal items have been stored in the accommodation during a non-contract period, Student will be subject to forfeiture of his/her prepayment, as well as storage fees and associated costs for removal of personal belongings.
- B. During the Term of the Agreement.** The agreement may be canceled consistent with the criteria identified below:
 - 1. If Student officially withdraws from College and has complied with the checkout procedure, College may cancel the agreement for the remaining portion of the term. If Student enrolls for spring term, the agreement will be reinstated and appropriate charges will be assessed to the Student's account.
 - 2. If Student does not plan to enroll at College for the spring term and notifies College in writing by December 1st, the agreement will terminate on the day of students last fall term exam or student graduation date if student is among those Students scheduled, in advance, to graduate. If Student enrolls for Spring term, the agreement will be reinstated and appropriate charges will be assessed to the Student's account.
 - 3. Students who participate in an off-campus academic experience may be eligible for release from agreement, provided the experience requires Student's regular and/or continued presence at a location significantly distant from the campus so as to constitute an undue hardship on Student, to be determined at the discretion of the College. If termination is granted, the agreement will terminate on the day of Student's last fall term exam or graduation date if Student is among those Students scheduled, in advance, to graduate. Students seeking this option must petition for such relief by submitting prior to December 1st an Agreement Cancellation Request form outlining the academic experience, and are required to provide additional supportive documentation from the college and/or the internship site or assignment.
 - 4. In the event the assigned living space is destroyed or otherwise rendered uninhabitable and College does not provide alternative Premises, the agreement will be canceled and housing fees will be refunded on a pro-rated basis.
 - 5. All Students must observe Federal and State laws on and off campus. Any violation of such laws could lead to cancellation of Fisher College Housing Agreement without a refund.

15. Room and Board Billing and Refund Policy. Students who terminate enrollment (*including voluntary withdrawals, illness, suspension or dismissal*) may be eligible for a refund. Refunds will be determined based on the schedule below. Financial Aid may be applied to all or part of the charges. The withdrawal date is the last date of class attendance as verified by faculty, or the date that the notice in writing is either received by the Vice President for Academic Affairs or postmarked if mailed.

Withdraw Period.....	Refunded Percentage*
<i>Withdrawal prior to the 1st day of class.....</i>	<i>100%</i>
<i>Withdrawal during 1st week of classes until Sunday of that week.....</i>	<i>80%</i>
<i>Withdrawal during 2nd week of classes until Sunday of that week.....</i>	<i>60%</i>
<i>Withdrawal during 3rd week of classes until Sunday of that week.....</i>	<i>40%</i>
<i>Withdrawal during 4th week of classes until Sunday of that week.....</i>	<i>20%</i>
<i>Withdrawal during and after the 5th week of classes.....</i>	<i>0%</i>

* The percentage will be applied to semester charges excluding initial deposit of acceptance, resident hall damage deposit, dorm activity fee, and the additional double or single room charge.

Room & board refunds are not available to students who remain enrolled in the college and change their residency from on-campus housing to commuter status following the start of the semester.

For enrolled students wishing to change residency from commuter status to on-campus housing during the semester:

- A. Full semester room & board charges will be applied if a student moves to on-campus housing up to the period ending 30 days from the beginning of the semester.
- B. For students wishing to enter residency after the first 30 days of the semester, the full semester charge will be pro-rated daily from the date of occupancy to the last day of the semester (from day 31 to the end of the semester).
- C. All resident students will be required to maintain the full room deposit regardless of the period of residency.

16. Check-out Procedure. Student agrees to comply with directions provided by College regarding proper check-out procedures, including but not limited to the following:

- A. Student must check out in person and return the Premises key and (where applicable) resident student ID.
- B. Student agrees to clean Premises and store or remove all personal property. Student understands and agrees all personal property remaining on the Premises will be removed and/ or discarded at Student's expense. College assumes no liability for personal property left on the Premises after Student has checked out or otherwise vacated the Premises. Student agrees to pay applicable charges related to cleaning and/ or removal of personal property.

17. Room and Public Area Damage. Student will complete a Room Inventory Form at the time of check-in and will be held responsible for damages to his/her individual living space and to public areas consistent with the following criteria:

- A. Student is responsible for damage to living space and furnishings. Damages beyond ordinary wear and tear will be assessed to the responsible party.
- B. Furnishings cannot be removed from assigned accommodation or public areas. Student responsible for loss or removal of furniture will bear the cost of replacement.
- C. In the event culpability for damage to public areas/furnishing cannot be attributed to specific individuals, all residents assigned to and responsible for the area will share the cost of replacement and/or repair.
- D. A minimum charge of \$1.00 per resident for each occurrence of damage/loss will be assessed to the appropriate Student account.

18. Entire Agreement. This agreement and the other documents incorporated by reference contains all terms between the parties and may be amended only in writing.

THIS AGREEMENT FOR PERMISSION TO LIVE IN A RESIDENCE HALL AT FISHER COLLEGE IS FOR THE FULL ACADEMIC YEAR OR REMAINING APPROPRIATE PORTION THEREOF.