

OFFICE OF RESIDENCE LIFE
TERMS OF CONTRACT FOR COLLEGE RESIDENCES FOR 2019-2020

The student and parent, guardian or other guarantor is urged to read carefully the content of this Housing Contract. When the official Housing Contract is signed and submitted to Lafayette College, or when the student occupies a space in a residence, this contract becomes a binding agreement – a contract between the student (and parent, guardian, or other guarantor) and the College. The terms and conditions of this contract are outlined below.

A. CONTRACT PERIOD: This contract is binding for the entire academic year commencing with the Fall semester; except when the student completes graduation requirements midyear, or when the student is enrolled in an approved spring semester study abroad program, or when the student withdraws or is withdrawn from the College, or when the student enters into the contract at the beginning of the spring semester. This contract remains in effect even if the student is approved for a part-time course load. No room shall be occupied prior to 48 hours before the first day of classes for a semester without approval from the Office of Residence Life. The room must be relinquished within a 24-hour period following the student's last scheduled examination but no later than noon following the last day of examinations. If the student voluntarily or involuntarily withdraws from the College, the room must be relinquished within a 48-hour period following the official change of status. Relinquishing the room includes removing all personal items, returning room key(s), returning building access tag, and no longer residing in the room.

B. ROOM RATES:

College housing rates are established by the Office of Finance and Administration. Room rates vary and students are responsible for knowing the room rate of their assignment.

C. WINTER TERM OCCUPANCY: During the period between Fall and Spring semesters, a special living area may be designated or established. Students may be assigned to a room different than their Fall/Spring semester assignment for this period. Application must be made in accordance with established deadlines through the Office of Residence Life prior to receiving permission to occupy a room. Failure to register for winter housing through the established process may result in disciplinary sanctions and/or fines. A separate charge will be assessed for housing during the winter housing period.

D. SUMMER TERM OCCUPANCY: During the period between the Spring and Fall terms, student housing will be offered in designated residence halls. Students must apply through the Office of Residence Life by the established deadline prior to receiving permission to occupy a room. Failure to register for summer housing through the established process may result in disciplinary sanctions and/or fines. A separate housing fee will be assessed for housing during the summer housing period.

E. TERMINATION OF CONTRACT: The College may terminate a contract and take possession of a room at any time for: (a) violation of the Residence Hall Regulations as outlined in this contract; (b) violation of any College regulation; (c) lack of adequate academic progress or participation (e.g. failure to attend class); or (d) whenever the room is vacated or the status of the student as a student is terminated. Furthermore, in their utilization of residential facilities, students are expected to obey laws of the general community. If the College terminates a contract for any of the reasons noted above, no portion of the room fee will be refunded.

F. ROOM ASSIGNMENTS: All students must live in College housing unless they apply for and receive permission, in writing, from the Office of Residence Life to live elsewhere. The College will not discriminate in room assignment on the basis of gender, race, color, religion, creed, national origin, ancestry, age, physical ability, gender identity, or sexual orientation. Room assignments will be made according to departmental procedures and, when possible, in accordance with student preferences. No specific assignment based on the student's request is guaranteed. Failure by the College to honor housing preferences will not void this contract. The College reserves the right to: (a) assign the remaining space(s) of a room whenever a vacancy in occupancy occurs; (b) increase the number of occupants per room in the event of need; (c) assign students to temporary accommodations, in the event of emergency need; (d) reassign rooms for occupancy during the winter housing period; (e) consolidate roommates, for space management purposes, when vacancies occur; (f) change room assignments for health, safety or repair services, for disciplinary reasons caused by the student, or for irresolvable incompatibility of roommates; and (g) designate the occupancy level for each room.

G. ROOM RESPONSIBILITY: Students are responsible for all activities within their residence including policy violations, damages, and other restrictions stated in this contract. It is expected that rooms will be in the same condition at the end of the occupancy period as when first occupied. All personal belongings must be removed from rooms at move out. Trash must be removed and placed in containers provided by the College. All College-owned furniture and furnishings must be present in the room and properly assembled. Any personal items left in a room are subject to being discarded or donated, following (a) 24 hours after the last scheduled examination unless student is approved for late departure; (b) an established date for room change; or (c) 48 hours after the date of change in enrollment status. Should a room require more than the normal amount of cleaning by the College when occupants move out, a fine may be imposed, and a bill for the additional time will be charged directly to the student or students involved. Any damages not claimed by individual residents will be divided equally among all residents of the room.

H. LOSS OR DAMAGE: The College shall assume no liability for theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of, the resident from any cause whatsoever, whether such loss occurs in the resident's room, storage areas, or public areas. Therefore, students are encouraged to obtain renter's insurance to cover their personal property. The College does not carry insurance covering personal property and is not liable for losses or damages occurring to the resident's property, furniture, or equipment from any cause whatsoever.

CONDITIONS OF OCCUPANCY

The following regulations have been instituted by the College to insure that the rights and welfare of all students will be protected. The College reserves the right without prior notice to change these regulations or make rules as it deems necessary for the protection of property and/or the general welfare of the residents. Students are expected to abide by statements in the College Housing Contract, the Student Code of Conduct, and the Statement on Rights and Responsibilities of Students. All of the regulations listed below apply to the residents and visitors of all College-owned or -operated residences, including College-owned or -operated fraternity and sorority houses, and off-campus houses and apartments.

1. ALCOHOL: Alcohol is permitted in a student bedroom when one or more of the assigned occupants is at least 21 years of age. The student(s) of legal drinking age must secure alcohol within the bedroom and may not provide or make available alcohol to anyone under 21 years of age, including roommate(s), suitemate(s), or guests. Alcohol is prohibited in rooms, suites, apartments, or houses in which all assigned occupants are under the legal drinking age regardless of age of guests. Alcohol is prohibited in all residence hall common areas (e.g. lounges, stairwells, building kitchens, bathrooms) regardless of the age of person in possession. Refer to the *Student Handbook* for more detailed information.

2. ASSESSMENT FOR DAMAGE: Residents will be held responsible for any damage done to their rooms or any part of the residence hall and its equipment. When damage or the need for excessive cleaning occurs in a public area and the responsible individual is unable to be identified, it may be billed on a per capita basis to the students of that area. Students are responsible for reporting to the Office of Public Safety any damages done to the outside of their room door; otherwise, they will be billed for such damage. In cases of extreme damage or vandalism, students will also be subject to fines and disciplinary action.

3. CONTRACT SUSPENSION: Any student whose physical or behavioral health might jeopardize the safety or well-being of any resident, or who interferes with the educational process of the institution, may be required to have an assessment by the Student Support and Intervention Team. Should the Student support and Intervention Team determine that a health or safety concern exists, the Director of Residence Life may amend or suspend the student's housing contract as appropriate.

4. CONTRACTED SERVICES: Students may subscribe to cable television service through the College provider and will be charged separately for this service. Exterior satellite dishes and receivers are not permitted. Students may rent or purchase Microfridge units from the approved outside vendor. Contracting for other outside services is prohibited.

5. COOKING: Cooking is not permitted in student bedrooms with the exception of heating food in a College-approved microwave unit. Students may cook in common building kitchens or inside units with self-contained kitchens (e.g. suites, apartments). Students are expected to monitor food as it is being cooked, clean the kitchen area after each use, and properly store personal cooking items and food.

6. ELECTRICAL APPLIANCES: No appliances containing open heating elements may be used in student bedrooms or any room other than a kitchen as they pose distinct fire hazards and may exceed the capacity of existing electrical circuits. Prohibited appliances include and are not limited to: hot plates, coffee makers, electric grills, space heaters, toasters, and toaster ovens. Compact, personal-sized refrigerators are permitted. Apartment-sized or full size appliances are never permitted in student rooms, self-contained kitchen/common areas, or building common areas with the exception of those provided and maintained by the College. Students who live in units with a self-contained kitchen may use personal kitchen appliances (e.g. coffee maker, toaster) within the kitchen area. Microwave ovens (other than units available through the College-designated Rental Program or provided and maintained by the College) are not permitted except in units with self-contained kitchens when used in the kitchen area. Air conditioners are not permitted in College residences without approval through the established process. Air conditioners must be installed and removed by the Facilities Operations staff only.

7. FIRE SAFETY:

a. Equipment: Fire equipment is to be used only as necessary in case of fire; its use or misuse must be reported to Public Safety and Residence Life staff immediately so that it may be restored to useful condition without delay. Anyone identified as responsible for tampering with or theft of any College-owned fire extinguisher or other fire apparatus in any College-owned or operated residence will be subject to a \$300 fine for each incident and disciplinary action. Tampering includes and is not limited to obstructing access to fire safety equipment, covering smoke detectors, and suspending items from sprinkler heads. If a person or persons responsible for tampering with fire equipment in a common area are not identified, the students living on the floor, wing, or section of the residence hall are subject to a \$300 charge billed on a per capita basis. Students are expected to leave the building for all fire alarms and drills. Lack of cooperation during fire drills or alarms will result in disciplinary action.

b. Room Decorations: Students must not decorate their rooms with combustible materials (paneling, combustible fabrics, etc.). Fiberglass or other fire-resistant hangings are acceptable if hung in accordance with the Room Decorations policy (see #20). No items may be affixed to, installed in or suspended from the ceiling, sprinkler head (exposed or concealed), or other fire safety equipment in any student room or other residence hall space. Approved wall decorations must be at least 18 inches from sprinkler heads (exposed or concealed). Fabric decorations and/or posters may only cover a maximum of 50% of one wall in any student room. Light fixtures must remain uncovered. Lamps or light fixtures may not use halogen bulbs unless manufactured with safety screen. The possession of items that result in an open flame or that are designed for being burned are always prohibited. For the safety of everyone within a residential community, candles or incense, whether burned, for decoration, or never previously used, are prohibited and will be confiscated. Students in violation are subject to fines and disciplinary action.

c. **Egress:** Decorations, personal items, or furniture must never hinder exit from a room or the building. Any items or bedroom furniture in the hallway, lounge, stairwell, common area, or other means of egress are subject to removal. Students will be liable for furniture replacement costs and may be subject to disciplinary action. Personal items, including bicycles, found in stairways, ramps, common areas, stairwells, hallways, or in violation of fire code are subject to being removed and discarded.

8. HOSTING GUESTS: Only those students specifically assigned to a location by the Office of Residence Life may reside there. A student or non-student guest who is not regularly assigned to a particular residence hall room may not be lodged in that room for more than a brief stay. The consent of other occupants of the room and apartment/suite is always required. Student residents who wish to have a guest who is not a currently enrolled Lafayette College student for more than three nights or repeatedly (more than twice in one term) must register their guest directly with Public Safety. The College reserves the right to prohibit overnight guests. The host student is responsible for the conduct of his/her student and non-student guests, including damages caused by them. Overnight guests must be at least 16 years old.

9. INSPECTION: Inspections will be conducted at the beginning and end of each academic year to establish the basis for assessing damages. In addition, all College residential facilities may be inspected at least one other time per semester for the purpose of damage assessment. The right is reserved for College authorities to enter any room at any time for the purpose of inspection or repair. In addition, routine safety inspections are conducted between semesters. Students are subject to disciplinary actions for violations in view during any room inspection or repair call.

10. INTERNET: Students are not permitted to supply/connect the following devices to the Lafayette Network: routers, hubs, switches, wireless access points, wired and wireless printers.

11. KEYS: Each resident will be issued one bedroom key and, as applicable, a separate suite/apartment entry key. Residence hall keys are not to be duplicated except by the Access Control Office. Students are expected to immediately report lost or stolen keys and access tags to Public Safety. Students will be billed for lock changes if keys are lost, stolen, or not returned at the end of occupancy. Students are subject to a \$100 fine if keys are not returned by the specified return date at the end of the occupancy period. A separate charge is assessed for electronic access tag replacement. Keys and access tags are issued to students individually; they may not be loaned or transferred.

12. LEAVES OF ABSENCE: It is the responsibility of students who are returning to the College from a leave of absence to communicate their housing requests to the Office of Residence Life in advance of their return. The office will attempt to accommodate students' hall and room preferences; however, preferred assignments cannot be guaranteed. Students returning in January will be assigned to residence hall space based on class seniority. Students taking a leave of absence during the spring semester will be assigned fall housing through the summer waitlist process.

13. MAINTENANCE & REPAIR: The College, through the Facilities Operations Department, shall perform all maintenance and repair work. Students may not make repairs or perform maintenance themselves. Neither can students contract or arrange for an outside provider to perform facilities services, including housekeeping. Residents will be charged for any maintenance that the College has deemed not to be the result of normal and routine use. To avoid being charged for pre-existing damage, residents must report facilities issues at the time of move-in. The College expects that facilities problems will be reported promptly. Failure to report problems in a timely manner can lead to further property damage for which residents may be charged. Students are expected to cooperate with maintenance personnel and prepare their rooms for servicing as directed.

14. MOVING FURNITURE: All College-supplied furniture must remain in student rooms. Lounge furniture is for use by all residents and may not be removed or relocated. Unauthorized removal of furniture will be considered theft of college property: students will be disciplined and fined for such behavior. No College residence hall furniture or upholstered furniture is permitted for use outside the building or on College grounds.

15. PETS: Residents are not permitted to keep animals of any kind except fish in an aquarium of no more than 10 gallons with the exception of registered service animals and emotional support animals that have been approved through the College. Lab specimens and visiting animals, with the exception of service animals, are also prohibited. Violations will result in a fine and disciplinary action.

16. PROHIBITED ITEMS: Possession, use, or installation of items that could result in damage, interfere with the satisfactory functioning of the residences, are illegal, or present a potential health or safety hazard, are in violation of College regulations and are prohibited. Further, prohibited items are subject to confiscation and will not be returned. Students are subject to fines and/or disciplinary action for possession of prohibited items. Prohibited items include: waterbeds, barbells and other weight lifting equipment, furniture lofts or partitions in addition to other prohibited items listed in other sections of this contract.

17. QUIET HOURS: To maintain conditions conducive to academic achievement, quiet hours are established and maintained in all residence halls. Quiet Hours are in effect from 10pm-8am Sunday through Thursday and 12am-10am Friday and Saturday. Excessive noise at any time will not be tolerated. During exam periods 24-hour quiet hours will be observed. Personal electronic equipment (e.g. computers, televisions, etc.) is permitted, provided it is operated with the proper regard for quiet hours and does not disturb other residents. Speakers may not be placed in or near an open window. Musical instruments should not be played in residence halls.

- 18. RESTRICTED AREAS:** Students are not permitted to access roofs, ledges, basements, attics, mechanical closets, or other restricted areas including residential buildings that are not open for occupancy. Students may not use windows as a non-emergency means to exit or enter a room. Students in violation are subject to disciplinary action.
- 19. ROOM CHANGES & VACANCIES:** No student will be allowed to move off campus, exchange a room, or substitute one occupant for another without permission from the Director of Residence Life. Student(s) who reside in a room in which there is a vacancy agree to accept an assigned roommate(s) and will maintain the unoccupied space in the room in such a condition that would allow someone to move in on short notice (e.g. furniture assembled and clear of belongings). Students who misrepresent the truth, intimidate assigned occupants, or otherwise attempt to manipulate the housing assignment or lottery process will be subject to disciplinary action that may include fines, reassignment, and/or contract termination. All housing assignments, including filling vacancies that occur prior to or during the academic year, are made at the discretion of the Office of Residence Life.
- 20. ROOM DECORATIONS:** Decals, pictures, posters, stickers, labels, etc., which are fastened to walls, doors, woodwork, and ceilings must be removed without damage to paint or finished surfaces of the room. Pictures, decorations, etc., should be hung from the picture moldings or attached in a method that does not damage the walls. Double-faced tape, scotch tape, and masking tape and duct tape are prohibited as they will damage walls, causing possible assessment for damage/fine. The use of nails, tacks or screws is forbidden. Writing instruments, including chalk, must not be used on any building surface. Posters, flags, or other decorations hung in a student's window and/or visible from outside of the residence hall that may be obscene in nature or disruptive to the College community are not permitted. Students are prohibited from hanging items outside room or building windows and may not affix items to the exterior of the building.
- 21. SANITATION:** Each resident is expected to maintain his/her room in an acceptably safe and sanitary condition and to cooperate in maintaining the lounges, corridors, and common areas in satisfactory condition. Students within suites and apartments are responsible for regularly cleaning their bathroom, kitchen, and common area. Food may be stored in student rooms only if it is stored in appropriate containers. All waste paper and other trash must be deposited in the designated wastebaskets, dumpsters, or recycling containers. Littering or improper disposal of trash or recycling is not permitted.
- 22. SEARCH AND SEIZURE:** Except under emergency circumstances, College premises occupied by students and the personal possessions of students will not be searched unless authorization is obtained from the Office of the Dean of Students. Authorization shall be made before a search is conducted. The authorization shall specify the reasons for the search and the objects sought. The student should be present, if possible, during the search. Students are subject to disciplinary action for violations in plain view regardless of whether discovered during an authorized search.
- 23. SECURITY:** Students agree to abide by the safety rules and procedures of the College. Residents who leave the residence hall by locked doors are responsible for leaving the doors in a locked position. Doors should never be propped open and students should not permit non-residents to enter the building. Residents are urged to lock the windows and doors during periods of absence. During holiday periods, additional precautions should be taken to include removing small portable items and closing curtains or shades. Any losses should be reported to the Office of Public Safety and the Office of Residence Life. The Office of Public Safety will file an Incident Report that may help facilitate the settlement of insurance claims.
- 24. SOCIAL EVENTS:** Students or guest(s) in College-owned or operated housing are required to comply with the procedures outlined in the *Student Handbook* regarding registering and managing social events.
- 25. SOLICITING-SALES:** Students may not solicit, canvass, distribute literature, or use College housing as a location for selling or advertising unless permission is granted by the Office of Residence Life. Refer to the Policy on Solicitation in the *Student Handbook*.
- 26. STORAGE:** Personal belongings must be stored in student rooms or a designated storage closet. Limited storage closet space is available in some residence halls for student use. There are restrictions on the type of items that may be stored in College storage closets. Lafayette College assumes no responsibility for loss, theft, or damage of property stored in residence halls. Complete storage information can be found on the Residence Life webpage.
- 27. STUDY ABROAD:** It is the responsibility of students who are returning to the College from abroad to communicate their housing requests to the Office of Residence Life in advance of their return. Residence Life staff will attempt to accommodate students' hall and room preferences; however, preferred assignments cannot be guaranteed. Students returning in January will be assigned to residence hall space based on class seniority.
- 28. SUBLET:** Assigned rooms may not be sublet. The housing contract is personal and may not be transferred to another person.

TERMS AND CONDITIONS FOR STUDENTS LIVING IN COLLEGE-OWNED
OFF-CAMPUS APARTMENTS AND HOUSES FOR 2019-2020

All of the Terms of Contract and Conditions of Occupancy described in the College Housing Contract as set forth online and in the Student Handbook apply to those students living in Lafayette College-owned apartments and houses. In addition, the following information and stipulations apply to students assigned to these accommodations:

PROVIDED SERVICES:

a. Utilities

In College-owned houses and apartments heat, electricity, and water and sewer services are included in the housing fee.

b. Custodial & Grounds

The College, prior to occupancy in the fall, will be responsible for cleaning the house/apartment. Common hallways, corridors and similar public spaces in College-owned properties will be the responsibility of the College. The College will supply and change light bulbs and supply one shower curtain liner at the beginning of occupancy. In addition, lawn care and snow removal will be the responsibility of the College.

c. Trash Collection: Garbage and recycling collection are provided by the City of Easton, and it is the residents' responsibility to deposit garbage and recycling into the appropriate location at the designated time and day for garbage collection. The College will supply at least one exterior garbage can and recycling bin. Students will be charged for any garbage clean-up facilitated by the Facilities Operations Department and will be subject to disciplinary action for excessive or repeated occurrences of failing to place curbside their garbage or recycling on the designated day. Trash at 512 March Street is contracted through private trash removal. A schedule of trash and recycling pick-up is provided at the time of occupancy.

NON-PROVIDED SERVICES:

a. Utilities

In College-owned houses and apartments, phone, cable and internet are not provided by the College nor are they available through the College. Students must arrange and pay for phone, cable, and internet service, if they desire these utilities. Satellite equipment is also not permitted. All students who contract with a local telephone service are advised to consider adding wire maintenance plan insurance to their list of options. If problems arise with phones lines in the apartment and require repair, the residents will be financially responsible for such repairs unless they have elected a wire maintenance plan through the phone company. For the College-owned apartments located at 512 March Street, students will receive College-provided internet service and may elect separately to purchase cable through a private provider. Residents of 512 March Street may request a landline phone at no additional charge from the ITS department.

b. Custodial & Grounds

Regular cleaning during the occupancy period, and prior to move is the responsibility of the residents. Interior apartment space will not be cleaned by the College. Residents are responsible for providing their own vacuum cleaner, cleaning supplies, and toilet paper. Students are expected to keep interior and exterior spaces clean and sanitary, so as not to affect other students within the apartment or house or to contribute to unhealthy or unsafe conditions.

AIR CONDITIONERS: Residents may not install air conditioner units in an off-campus house or apartment. If a student receives approval for an air conditioner through the College's established process, Facilities Operations must install and remove the air conditioner. Air conditioners are approved for installation in student bedrooms only.

ALCOHOL POLICIES: The Lafayette College Code of Conduct, found within the *Student Handbook*, states that possession of open containers of alcohol on the grounds of any College property, including the yards of off-campus residences, is prohibited regardless of residents' ages. Kegs and common source containers of alcohol are not permitted in or on the grounds of College residences, including College-owned off-campus houses and apartments also regardless of residents' ages.

EXTERIOR OF PROPERTY: Students may not erect or install temporary or permanent structures on College property. Prohibited items include, but are not limited to, wading pools, tents and inflatable structures/games. No upholstered or College-owned furniture may be placed outside of the house or on the porch. The only furniture permitted outside of the houses is lawn furniture. Residents are permitted to have a portable grill; however, no fire pits or open fires are permitted on College property.

FURNITURE & APPLIANCES: The College will provide lounge furniture and kitchen appliances (oven/stove, refrigerator) and bedroom furniture for each student (bed, mattress, desk, desk chair, and dresser). Furniture must remain in the house/apartment. The College will not store or remove these items from the property. Any furniture that has been damaged by students or is missing during inspection times will be replaced at the cost of all of the residents of that particular house/apartment.

INSPECTIONS: The College will inspect the house or apartment periodically to check for cleanliness, wear and tear on furnishings, paint, fixtures, safety device operation, and any violations of College regulations. The College provides one fire extinguisher per floor and will inspect these units twice per year.

NOISE: Music, loud voices, and other loud noises should not be heard outside of College-owned off-campus houses or apartments. Students at all times shall show proper regard for others. Voices, radios, televisions, stereos, musical instruments, and other audio equipment shall be adjusted so as not to disturb the community by being audible outside of the unit. Any student residents or guest(s) of houses or apartments with noise complaints and/or citations by the City of Easton may be subject to disciplinary action by the College, which may include reassignment to a campus residence hall.

OCCUPANCY: Students assigned to an off-campus house or apartment may request early arrival on or after the Wednesday prior to the first day of classes for the fall semester without additional fees. The house or apartment must be relinquished no later than the day following commencement. All houses and apartments will be locked after this time. College-owned houses and apartments are not available for summer occupancy. As with all College residence halls during the period between fall and spring semesters, College-owned apartments and houses are closed, unless residents receive written permission for occupancy from the Office of Residence Life. Unauthorized entry and/or occupancy may result in disciplinary action, fines, and/or reassignment.

PARKING:

A **limited number of** students in College-owned off-campus apartments and houses will be eligible to receive a City of Easton Residential Parking Permit (RPP) through the established process. Students who are not eligible for an RPP may register for a College parking sticker through the established process. Students who do not receive an RPP may not park on the city streets.

PERSONAL CONDUCT:

Students are expected to abide by all policies outlined within the Lafayette College Code of Conduct, found within the *Student Handbook*, including the terms and conditions found in the College's Housing Contract. Whether living on- or off-campus, students are representatives of Lafayette College and will be held accountable for their behaviors. Students living in College-owned, off-campus house or apartment property who violate the policies of the *Student Handbook* and/or the Housing Contracts and/or have complaints at their addresses, are subject to disciplinary action by the College. This action may include reassignment to a campus residence hall, at the discretion of the College. Further, the College reserves the right to reassign a student to an on-campus residence hall at any time.

SEARCH AND SEIZURE: Except under emergency circumstances, College premises occupied by students and the personal possessions of students will not be searched unless authorization is obtained from the Office of the Dean of Students. Authorization shall be made before a search is conducted. The authorization shall specify the reasons for the search and the objects sought. The student should be present, if possible, during the search. Students are subject to disciplinary action for violations in plain view regardless of whether discovered during an authorized search.