

HOUSING CONTRACT CONDITIONS

Saint Joseph's College does hereby agree:

1. To provide the student a residence hall assignment on campus.
2. To provide a full meal plan to the student in the Saint Joseph's College (referred to as SJC) dining hall. The meal plan does not include special diet items or allowances/refunds for such considerations.
3. That this agreement is for room AND board.
4. That this contract does not include room and board accommodations during vacations or recess periods identified in the SJC calendar.
5. To accept this contract as valid upon the receipt of a \$200.00 room deposit (to the Treasurer's Office) and the signed housing contract to the Office of Student Life. **For new students** this deposit is refundable until May 1st. **For returning students the \$200.00 Housing Deposit is nonrefundable.** Resident students requesting to break their housing contract after the start of the term of occupancy must do so through the Housing Contract Release process.
6. Not to discriminate in room/hall selection/assignment on the basis of sex, creed, race, religion, national origin, age, or handicap. A reasonable attempt will be made to meet the student's housing preference; however, **a failure to honor a preference will not void this contract.**

The Student does hereby agree:

1. To make payment for these accommodations to SJC in accord with the published payment schedule.
2. That continued compliance with SJC policies, procedures, guidelines, and standards is a condition of this agreement. SJC policies are promulgated through the student handbook and residential life publications. A violation of this condition or any section of this contract is subject to disciplinary action. A violation shall also allow SJC to terminate this contract by its sole option. An election by SJC not to exercise this option does not preclude or waive the exercise of this option in the event of continuing or subsequent violation.
3. To utilize the assigned room only as a personal living area and that no commercial or unlawful operations are allowed to be carried on therein.
4. Adhere to the published opening and closing dates. At the end of each term, the student agrees to vacate the halls within 24 hours of their last exam and before the designated closing date/time. Any student who does not vacate their room according to the published opening and closing dates and times is subject to additional charges and disciplinary action.
5. At the termination/completion of this contract, the assigned room will be left in the same condition, with the same furnishings, provided at the time of arrival to the hall.
6. To be responsible for damage beyond normal wear to the student's room and for any other on-campus damage caused by the student. If damage occurs in the room or common area for which the individual(s) cannot be identified, all residents of the room will share equally in the financial responsibility for the damage. All students are also financially responsible for any damage caused by personal guests.
7. That all personal belongings left by the student at the completion of residency will be disposed of by SJC with the student charged for additional maintenance service.
8. That as a condition of residing in a College residence hall a student authorizes the College to search the student's room in instances of suspected policy violations.

Moreover, it is mutually agreed upon:

1. This agreement constitutes a contract and not a tenant lease.
2. That all 1st year students are required to live on campus unless the student is over the age of 21 or lives with a legal parent/guardian within reasonable commutable distance as approved by the College.
3. That the student will submit a \$250.00 damage deposit according to the SJC payment schedule. This deposit will be held against the student's account throughout the duration of the student's on-campus residency. Any damage charges will be placed directly on the student's account. The deposit will be refunded within ten weeks following graduation/withdrawal.
4. **That SJC shall have no responsibility for the theft, loss, or destruction of property belonging to, or in the custody of, the student. Each student is advised to carry his or her own property insurance.**
5. That SJC reserves the right to inspect rooms and regulate the use of the premises according to SJC policy. Additionally, SJC reserves the right to enter rooms for making routine repairs during the normal workday and in emergency situations.
6. That execution and performance of this contract by SJC is conditional upon the student fulfilling the admissions, registration and academic requirements of SJC.
7. **That room & board charges are not refundable if the student withdraws or is granted a leave of absence from SJC. That room & board charges are not refundable if the student changes place of residence to non-SJC operated housing. That room & board charges are not refundable if the student is evicted from the halls for disciplinary reasons.**
8. That the residence hall assignments are available only to full-time students enrolled at SJC. Exceptions must make written petition to the Office of Student Life in advance.
9. That SJC reserves the right to assess a \$500.00 per semester surcharge to a student residing in a single room, should the student be offered this option or be the result of the inability to secure a roommate.
10. That SJC reserves the right to room assignment/reassignment for the benefit of the community. Residential Life may fill any vacant space in a room without prior notice to the current occupant(s). In the event of under assignment, SJC reserves the right to reassign individuals to consolidate space. An Area Coordinator will reassign the student if the student has not located a roommate by the end of the room change period as published by the Office of Student Life.
11. That SJC reserves the right to make adjustments to the estimated charges & expenses, as may be necessary in the opinion of the Board of Trustees, up to the final date of registration in a given academic year.
12. That the occupants of each hall will be held financially accountable, as a group, for damages beyond normal wear to the building common areas and its furnishings in the event individual(s) have not been identified as having caused the damage.
13. To ensure the security of the residence hall key/card access system by the student agreeing to maintain all issued keys in her/his possession at all times, by not duplicating any SJC issued key, and to return all issued keys upon checkout.
14. If any provision of this contract is determined invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions herein.
15. That this contract is made and is to be construed in accord with the laws of the State of Maine.