



Department of Housing and Residence Life 2012-2013 Residence Hall and Meal Plan Contract

PURPOSE STATEMENT:

The purpose of the Residence Hall and Meal Plan Contract is to establish the contract between the student and Bellarmine University with regard to living in Bellarmine University residence halls and meal plans. The undersigned (hereinafter referred to as the “Student”) and Bellarmine University (hereinafter referred to as the “University”) agree to enter into this Residence Hall Contract and all of the Terms and Conditions. The signed (electronic or written) Contract section of the Residence Hall Application makes this Residence Hall Contract a legally binding agreement between the University and the signee. **The Residence Hall and Meal Plan Contract is for ONE ACADEMIC YEAR (i.e. for fall AND spring semesters), or balance remaining at the time of assignment. The Student must be enrolled full-time during the fall and spring semesters (at least 12 credit hours) to live on campus.** Delivery of the Contract signed by the Student (or Parent/Guardian) does not constitute acceptance by the University. The period of occupancy begins upon receipt of the room key by the Student and will terminate within 24 hours after his/her last class or examination. Students are not entitled to occupy the residence unit during holiday/vacation periods (Thanksgiving break, semester break, and spring break), without requesting special permission. The University reserves the right to deny such requests, or if granted, the Student may be required to pay a fee for the specified period.

RESIDENTIAL LIVING POLICY:

All first, second and third year students are required to live in the residence halls or with a local parent or guardian. Students who do not adhere to the Residential Living Policy are subject to judicial sanctioning.

RESIDENCE HALL: TERMS AND CONDITIONS:

1. The Room Deposit reserves a room for the Student and is applied to room cost. Students who cancel their housing reservation prior to May 1 may receive a 100% refund of the Room Deposit. After May 1, Room Deposit is non-refundable.
2. The Damage Deposit will be applied toward any damage assessments, which might occur against the Student. Damage Deposit balances will be carried forward to the next semester or refunded if not returning. Costs for damages that occur to public areas (e.g. restrooms, lobbies, study rooms, etc.) that cannot be attributable to any specific individuals(s) shall be equally shared by the residents in closest proximity to where those damages occurred. Once the student’s Damage Deposit is exceeded any additional charges will be posted directly to the student’s account.
3. This Contract does not guarantee housing if the student has been placed on a waiting list.
4. The University does not guarantee assignment of the Student to any particular residence unit, building, type of accommodation (e.g. single room, or a particular room). Private rooms, if and when space is available, cannot be guaranteed until after the first full week of classes.
5. Assignments will not be made on a segregated basis, with regard to race, religion, national origin, or disability.
6. Any notification of a voluntary withdrawal from University housing, either before or after occupancy by the Student, must be made by the Student in writing to the Residence Life Office. A student will have no less than 48 hours and no more than 72 hours to leave the university and residence halls upon withdrawing from university classes. Any exception to this would need the approval of the Associate Dean of Students for Residence Life. In the event the Student fails to notify the Residence Life Office and permanently vacates the assigned residence unit without such written notification; the University may impose additional fines or cancellation fees.

7. **Room and Damage Deposit Refund Schedule:**

	Prior To May 1*	May 1 to June 1**	June 1 to End of First Week of Class***
New Students	100% of Room Deposit/ 100% of Damage Deposit Non-refundable application fee	Non-refundable Room Deposit & application fee 100% Damage Deposit	Non-refundable Room, application fee & Damage Deposit/ \$250 Late Cancellation
Returning Students	100% of Room Deposit/ 100% of Damage Deposit	Non-refundable Room Deposit/ 100% Damage Deposit	Non-refundable Room & Damage Deposit/ \$250 Late Cancellation

***December 1 deadline for spring semester applications **No corresponding December deadline for spring applications**

***** December 1st to End of First Week of Classes for spring semester applications**

- Note: For Returning Students who have subsidized Room Deposit (ROTC, those on athletic scholarships, Resident Assistants, etc) cancellation of the housing contract will apply to the stipulations of the above dates and will result in being billed for the Room Deposit and a late cancellation fee.**
8. Students who reside in the hall must be of Full-time status (12 credit hours). If space is available, exceptions to the minimum credit hour requirement may be made on a semester-by-semester basis for students who are completing degree requirements, upon written request to the Associate Dean of Students for Residence Life with confirmation of their status by their Academic Advisor. If a student changes his/her status from Full-time to Part-time after the first full week of classes the student is bound to room and board fees for that semester.
 9. **Students not actively going to university classes and/or causing community disruption may be asked to leave the residence halls.**
 10. The Damage Deposit will be refunded as follows: If the housing application is voluntarily withdrawn before occupancy, the entire \$85 Damage Deposit will be credited to the student’s account or refunded. If the housing application is voluntarily withdrawn after occupancy, and before the end of the first full week of a semester, the Student will be assessed a nightly rate, beginning with the date of occupancy, and any remaining Damage Deposit balance will be refunded.
 11. After the **end of the first full week of the semester**, the Contract is binding and all residence hall fees are **Non-refundable** for either voluntary or involuntary withdrawals.
 12. The University reserves the right to require the Student to share a room with a roommate. If the Student is a single occupant in a unit (regardless of the circumstances that gave him/her that status), the Student’s options are: 1) to consolidate, or 2) pay the private room fee.
 13. If a Student cancels the Residence Hall Contract and then re-enrolls in the University full-time during the period covered by the original rental agreement, the Student will be bound to the fees and terms of the original rental agreement.
 14. A Student planning to obtain a room key later than forty-eight (48) hours after the official opening date of the residence halls must notify a Residence Life Office staff member at least forty-eight (48) hours prior to the official opening date or the Student may lose the right to occupy any residence hall room; and/or be subject to cancellation fees.

15. The Student hereby acknowledges that the University is a not-for-profit institution operated exclusively for educational purposes and thereby understands and agrees that housing accommodations provided under this Contract do not establish a landlord-tenant relationship subject to Federal, State, or City rent stabilization laws or other regulations associated with leases or the payment of rent. The Student further acknowledges that any occupancy of a residence unit is contingent upon maintaining an affiliation with the University in accordance with the terms of this Contract and, therefore, the Student agrees to vacate a residence unit immediately upon termination of that affiliation.
16. A student who chooses to change their assignment through the Room Change Process will be responsible for any additional cost on a pro-rated basis.
17. A student wishing to reside in the residence halls for summer school must be enrolled in at least one of the summer sessions and be pre-registered for the following fall semester (exception includes a graduating senior) **or** be participate in a Bellarmine sponsored internship for class credit or degree requirement. Students will be charged a weekly rate for summer school. All summer school residents will be required to move from their spring assignment when their summer assignment is ready and to move to their fall assignment before the official start of the fall semester. All dates will be provided in advance from the Department of Residence Life.

MEAL PLAN: TERMS AND CONDITIONS:

1. All residential students are required to purchase a meal plan each semester. Changes in Meal Plan choices can be made in writing with the Residence Life Office **within the first 10 days** of each semester (fall and spring). **Meal Plan Exceptions** must be submitted **prior** to the beginning of each semester (August 1 and December 1 respectively). If an exception is granted after the semester begins, the student is responsible for the portion of the meal plan contract days that are billed from Sodexo to the University during this time period.
2. All **meals** associated with the Meal Plan will be served in the University Dining Hall (all-you-can eat venue). Any exceptions will be posted in advance.
3. Approximately 113 days of meal service is offered during the course of a semester. The Dining Services Vendor will provide a calendar of meals during the first month of each semester.
4. Dining Services may not be offered during university holidays and break periods. Students will be notified prior to break periods of meal service.
5. Board Plan fees may be refunded at the following rates: **If a student withdraws from student housing: within the first two weeks of a semester -75%; the third week through the sixth week of a semester -25%; and none thereafter.**
6. Flex Dollars associated with all Meal Plans can only be used at Café Ogle and any of our Al a Carte venues. Flex Dollars may roll forward from the Fall to the Spring semester as long as the student retains a meal plan. These Flex Dollars are added to the meal plan purchased for the Spring semester. Any unused Flex Dollars are forfeited at the end of the fall semester **if** a student is released from the housing and/or meal plan contract at the end of the fall semester. All unused Flex Dollars are forfeited at the end of the Spring semester.

THE STUDENT AGREES:

1. To pay the University the full amount of the room and board charges and any other fees as prescribed by the University.
2. To enroll in the University's authorized Meal Plan.
3. **That the duration of this Contract is for one full academic year.** Any Student who has not canceled his/her Residence Hall Contract **in writing** before the stated deadlines will be responsible for all housing fees, as outlined by #6 under Application, Assignment, & Cancellation Processes in the Contract.
4. To know and abide by the policies contained in this Contract, the Student Handbook, and any other policies the University may establish, which are hereby incorporated by reference and made a part hereof. If there is any conflict between the terms of this Contract and the aforementioned documents, the terms of this Contract are controlling.
5. To comply with all published procedures and announcements regarding check-in and checkout, which are hereby incorporated by reference.
6. To inform the Residence Life Office in writing if the assigned room location, telephone number, or other directory information are not to be disclosed to any party, in accordance with the Family Educational Rights and Privacy Act.
7. To assume all risks associated with the occupancy of a residence unit and does hereby, for himself/herself, his/her heirs and personal representatives, agree to hold harmless, indemnify, release and forever discharge the University and any and all of its officers, agents and employees from any and all claims demands, action, causes of actions, on account of loss or damage to personal property, or personal injury, including death, which may result from causes beyond the control and without the negligence of the University, its officers, agents, or employees during the term of this Contract.

THE UNIVERSITY AGREES:

1. Reserves the right at any time to assign the Student to a residence unit other than the one originally or previously assigned, and to assign additional students to a particular residence unit (e.g. study rooms). In such an event, fees may be adjusted.
2. Reserves the right to change or cancel any assignment that is in the best interest of an individual student, group of students, or the residential community in whole or in part for the purposes of promoting order, health, safety, and peace.
3. Reserves the right to make reasonable entry to the Student's residence unit without consent for the following purposes or occurrences: a) Safety inspections, facility repairs and maintenance, general housekeeping, and other similar purposes; b) Evidence or information regarding life, safety, or medical emergencies; c) To ensure the safe evacuation of residents when the fire alarm system has been activated; d) Repair, removal, replacement or movement of University property; e) Disorderly conduct and unreasonable noise levels; f) To uphold University policy.
4. Reserves the right to make reasonable modifications in costs for accommodations, facilities, food services, and to make such new or added regulations as may be dictated by unforeseen circumstances.
5. Reserves the right to suspend/dismiss a Student from the residence hall for disciplinary reasons. Suspension/Dismissal will result in termination of the Contract, and residence hall fees will not be refunded. A student will have no less than 48 hours and no more than 72 hours to leave the university upon suspension or dismissal from the residence halls.
6. Will make every effort to provide reasonable notice to the Student upon termination of the right of occupancy. However, when the Student is unable to personally receive such notice, a notice of termination will be posted on the door of the Student's assigned residence hall room, which shall constitute reasonable and acceptable notice to the Student.
7. Reserves the right to remove a Student from the residence hall and terminate the Contract for failure to meet financial obligations to the University.
8. Is not responsible for the loss, theft, or damage to any personal property owned, operated, or possessed by the Student. The Student understands and expressly agrees to accept all risks of such losses or damages and is urged to seek appropriate insurance coverage through family homeowner's insurance or other means.

Failure to comply with the Residence Hall and University policies, or state, federal, and local laws is considered serious and may result in disciplinary action, fines, dismissal from the residence halls, and /or expulsion from the University. This contract is valid as long as the student has a room assignment with Residence Life and cannot be absolved without written permission from Residence Life.