

UMassAmherst Residence Hall Contract

University of Massachusetts Amherst
Division of Housing and Residence Life
Residence Hall Contract
(Trustee Document T79-034)(as revised)
As recommended by the Residential Committee of
the Vice Chancellor for Student Affairs

I. Signing the Contract

All students must sign the Residence Hall Contract before applying for housing and living in a residence hall. This is a multiyear contract, a legally binding enforceable agreement, which will remain in force for the duration of residency and includes financial responsibility for the entire contract period. Any substantive changes will be communicated by Housing Services to all residents each year prior to room choosing. All students are responsible for complying with the rules, policies, regulations, and procedures contained in this document, official University publications, and the Housing Services website, www.housing.umass.edu. The student's signature on the Residence Hall Contract, or completion of the Residence Hall Contract via the web, or completion of the Key Record Form binds the student to this Residence Hall Contract. Questions regarding the Residence Hall Contract should be referred to the Housing Assignment Office, 235 Whitmore Administration Building at 545-2100. Students who reside in the residence halls may be administratively withdrawn from the University if the resident refuses to sign the Residence Hall Contract.

II. Parties

The parties to this contract are the University of Massachusetts Amherst and the undersigned student. This contract will be entered into when the student signs the legally binding Residence Hall Contract T79-034.

III. Termination of Contract

This contract may be terminated by the University for violation(s) of the applicable provisions of the Code of Student Conduct and other rules and regulations enacted within that authority.

Termination of contract in such cases will afford rights of hearing and appeal; however, the University through its appropriate staff may remove a student from the residence halls before a hearing is held if the University has grounds to believe the continued residence of the student presents a clear and present danger to life or property. No refund of housing fees will be given to individuals removed from the residence halls. Information on the hearing and appeals process is available in the Dean of Students Office, 227 Whitmore Administration Building (545-2684). The student, and/or the University may terminate this contract if one or more of the following criteria are met: A. Withdrawal from the University; B. Participation in an approved academic program which requires off-campus residency; C. The existence of a documented, serious, medical problem which cannot be accommodated within the residence hall system; D. Marriage after entering into the contract; E. Commuting from the home of parents or legal guardians within forty miles of campus; F. Approval of an exemption to the mandatory housing policy after entering into the contract; G. If, between semesters, the Academic Level of the student is such that he/she is not required to live in the residence halls (junior and senior status); H. The existence of severe financial hardship which cannot be alleviated by the Financial Aid Office, 255 Whitmore Administration Building (545-0801).

- Residents who terminate their contracts after the posted deadlines will be subject to a Housing Cancellation Fee.
- In non-disciplinary cases a refund schedule is available from the Bursar's Office or the Housing Assignment Office.

IV. Assignment of Space in the University's residence halls will be assigned subject to the availability of space, and the reasonable ability of the University to match the student's request with available space. Assigned space is not transferable by the student. In accordance with Trustee policy, space is reserved for freshmen and sophomores required to be housed in University residence halls. Space will be assigned without regard to race, creed, or national origin, except in the case of assignment of space to designated "special housing

options” corridors, floors, or halls. Each year students required to live in the residence halls will have the option to apply for residence hall space that is available for occupancy in accordance with widely announced procedures. Students not required to live in the residence halls will apply for available spaces according to widely announced procedures. Requests for assignment changes will be accommodated on a space available basis. Room choosing and room change practices will be determined by the student’s semesters in campus housing and randomly assigned rank. Each student may be permitted to change space assignments if it is determined necessary by the student and residential staff member. Students going on a University-approved exchange program may, prior to leaving for their exchange program, apply for an assignment according to the procedures established by the Housing Assignment Office. The responsibility for completing these arrangements lies with the student. Occupancy levels in the residence halls will not exceed standards based upon the University physical audit as presented in the Housing Task Force Report of 1978 or subsequent University audits, except in cases of emergency or unanticipated housing needs.

V. Duration of Occupancy

This contract authorizes occupancy during the Academic Year, exclusive of Thanksgiving, intersession and spring break vacation periods except as provided herein. Residents who are granted permission to reside in the residence halls during intersession, summer, and other vacation periods may make special arrangements through the Housing Assignment Office. All provisions of this contract will then apply to intersession, summer, and vacation residents as appropriate. This contract will remain in effect until the official semester closing date(s) of the last semester of residency, which shall be widely announced at least six weeks prior to said closing, regardless of the date upon which it was entered into, subject to the terms, conditions, and covenants herein. During intersession and other designated vacation periods during the academic year, students may store personal property in the room to which they are assigned, unless the University indicates at least four weeks in advance

a need to have the room emptied. However, please note that the University cannot accept responsibility for personal possessions left in student rooms during said periods. This is not intended to absolve the University of responsibility in matters related to property damage caused by maintenance problems and/or acts of negligence on the part of the University. Students are also encouraged to arrange privately for insurance of their property.

VI. Housing Deposit and Fees

The Housing Deposit reserves an assignment until occupancy and is applied to the student’s housing fee. The Housing Fee must be cleared in full by the date established by the Bursar’s Office, 215 Whitmore Administration Building prior to the beginning of each semester. For consideration of an assignment in University Residence Halls, the student agrees to pay the contract rates as they have been announced or as they may be adjusted. The fee schedule applicable to each resident is established by the Board of Trustees for the then current year of occupancy by the undersigned student. Once established, the fee schedule is available in the Housing Assignment Office. Pro-rated refunds, less the housing cancellation fee, may be made upon the departure of the student from the residence halls in accordance with the Termination of Contract clause, following schedules established by the University (see Section III).

VII. Obligations of the University

The University will furnish utilities to each residence hall, including room telephone service at student expense. The University shall also provide prompt maintenance service in the event of mechanical difficulties or interruptions to any utility service which is under control and/or ownership of the University; and promptly seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the University but not under University control. There will be no adjustment of housing fees because of the University’s inability to restore service for a reasonable period of time, subject to appeal to the Residential Appeals Committee (see Section X). The University shall, within a reasonable time, exercise reasonable care to correct unsafe conditions in the residence halls and maintain the residence halls in

good repair. The student may request correction of such conditions through the peer, professional, or cluster office staff, or Maintenance and Operations staff. Determination of unsafe conditions may also be made upon request to the University's Division of Environmental Health and Safety, N-414 Morrill Science Center (545-2682).

VIII. Obligations of the Student

In addition to meeting the fee obligations, the student agrees to adhere to the provisions of the current editions of the Undergraduate Rights and Responsibilities (including the Code of Student Conduct), and the Residence Hall Manual, which will be published and distributed regularly. The student also agrees to comply with policies established to promote the quality of life within the residence hall. The student assumes any and all liability for damage, cleanliness, or other claims made as a result of the misuse by others of access cards, keys or premises assigned to him/her, in the event that such misuse is the result of negligence of the student.

IX. Joint Obligations

The University and the student share the responsibility for ensuring the quality of life within the residence hall; its maintenance, furnishings and facilities; and for a physical environment secure from fire and other hazards.

X. Residential Committees

The Residential Committee is composed of appointed staff members and selected students. The committee monitors all policies and operations of the residence hall system, and recommends changes in policy to the Vice Chancellor for Student Affairs. One of its functions is recommending changes in the Residence Hall Contract. Student members of the Residential Committee are appointed annually by area. Information is available from the Student Government Office, 420 Student Union Building (545-0341) or the respective Residential Area Governments. The Residential Appeals Committee is an appointed body with the responsibility for hearing students' billing grievances and grievances regarding the fulfillment of the University's obligations as stated in the Residence Hall Contract. Claims to this committee must be filed within 45 days of the incident, or in the case of a bill, within

45 days of the date of the bill. This committee also reports to the Vice Chancellor for Student Affairs. The student members of the Residential Appeals Committee are appointed by the residential area governments. The staff members of both committees are appointed by the Vice Chancellor for Student Affairs. Specific information on the composition and function of the two committees is available in the Office of the Vice Chancellor for Student Affairs, 319 Whitmore Administration Building (545-2334), and the Student Senate Office.

XI. Security

The University will work with students to promote effective security of person and property in the residence halls. The University is not, however, responsible for property which is lost, stolen, or damaged in any way, unless caused by negligence or wrongdoing on the part of the University. Students are encouraged to arrange privately for insurance of their property.

XII. Damage to University Property

The student is responsible for damage, other than normal wear and tear, to the room and common areas to which he/she is assigned and the furnishings therein. The student is also responsible for damage caused by her/his guest(s). Billing for such damage will be made within a damage billing procedure that includes provisions for determining the appropriate responsibility for damage to rooms, furnishings, and common areas. The student may initiate damage appeal proceedings at the Area Office. Appeals of decisions may be made to the Residential Appeals Committee.

XIII. Check-in, Check-out

The University and the student will, prior to the occupation of assigned space, complete and sign an inventory of the number and condition of furnishings, and the condition of the premises assigned to the student. This inventory will be completed again at the end of the student's occupancy, and will serve as the basis for determining billable damages to the room and furnishings. The University may require an interim inventory to be completed prior to the end of the student's occupancy if the University has reason to believe that substantial damage to the premises

or property has occurred. A student withdrawing or withdrawn from the University must vacate her/his room within forty-eight hours of the date of withdrawal. Check-out times will be designated for students withdrawing during the intersession period. The student must leave the room "broom clean" and may be charged for extraordinary costs of cleaning required by failure to meet this standard. Personal property remaining in the residence hall after the term of this contract has expired shall become the property of the University, unless the property has been left in a designated area for which storage has been authorized in advance in accordance with established procedures as outlined in the Residence Hall Manual.

XIV. Rent Rebates and Refunds

The student may apply for a rent rebate as a result of hardship in living conditions, and/or appropriate compensation for damage or loss of personal property caused by University negligence or wrongdoing. Rebate and refund applications may be made through the Area Office. Appeals of area decisions may be addressed to the Residential Appeals Committee. Should a student room become unfit for occupancy because of damage or other reasons the student may choose to change room assignments as space permits. No rent rebate will be awarded in such cases unless significant hardship has been experienced by the student before the move.

XV. Furnishings

The student will be assigned furnishings for his/her use during the period of occupancy. These furnishings may vary from building to building, but a complete list of the furnishings available in any hall will be a part of the residence inventory, and will be available in advance of the room choosing period. Furnishings will include at least a bed frame and mattress, desk unit and chair, and wardrobe or closet and waste basket. Classes of furnishings will not be added or deleted without consultation with the Residential Committee and prior notification to residents. Assigned furnishings may not be removed from the room to which they were assigned without permission. Common area furniture and equipment may not be removed from common areas.

XVI. Entry of Student Rooms

Inspection of Hall Rooms: The University may enter student rooms without notice if it has reason to believe a health or safety emergency exists. In the event of such an emergency the University will give prior notice whenever practicable under the circumstances. The University is responsible for the monitoring and maintenance of University property. Entry into rooms for routine maintenance will be made only after notice of the inspection and entry is posted 48 hours in advance. Housing Services shall not conduct blanket room sweeps. The University will not intrude into a student's personal effects or otherwise search a room except with permission of the student, or by appropriate legal authorities with a search warrant. The University is guided by the "Plain View Doctrine" and may report evidence of unlawful acts in "Plain View." All student rooms are checked immediately after the halls close for intersession and vacations and throughout the summer for maintenance, safety, and security reasons. These inspections do not involve intrusion into the student's personal belongings. Prohibited items (pets, firearms, oversized and unauthorized appliances, etc.) may be removed at student expense by housing, security, or environmental health personnel conducting the inspections. Students are notified in writing if any item is removed. Plain View Doctrine: College officials are legally obligated to report evidence of unlawful acts in "Plain View." This means that if illegal items such as marijuana plants, weapons, etc. are found during a normal inspection (for maintenance reasons, or due to an emergency situation, or for health and safety reasons), the evidence can be seized and used against the student in a campus hearing.