

Snow College Residence Life Contractual Agreement for Housing and Food Services

Read all provisions of this contract before signing. You, the Student, are legally bound by these contractual terms upon signature, including an electronic signature. In signing this Agreement the Student accepts all Snow College standards and regulations and understands and accepts the conditions as outlined in this Agreement. Once signed, a contract can be terminated only under specific guidelines listed in the contract cancellation and contract release sections of the contract. Any exceptions to provisions must be approved by the Office of Residence Life and follow the stringent guidelines for departure.

All notices required under the Contract shall be sent to: The Office of Residence Life: 150 College Avenue, Ephraim, UT 84627, Fax: 435-283-7284.

Section 1

THE AGREEMENT

1. The undersigned, herein called the "Student," and Snow College, herein called the "Office of Residence Life," hereby enter into this Residence Life Contractual Agreement for Housing and Food Services.
2. No term or condition of this Agreement can be waived, and no statement made by the Office of Residence Life or its agents is considered a waiver of any term or condition, whether expressed or implied.
3. Should any clause or portion of this Agreement be held invalid, all other portions continue to be in force.
4. The College reserves the right to refuse housing to any student who has demonstrated an unwillingness to abide by housing standards and policies and whom has demonstrated behavior which is incompatible with the maintenance of order and propriety in the Residence Halls.
5. Violation of this Agreement may result in a registration hold or other administrative action, as deemed appropriate by the Office of Residence Life or other College officials.

Section 2

ELIGIBILITY

1. Any person who is an enrolled student at Snow College with a minimum of 10 credit hours for each 15-week semester may occupy a room. Student agrees to vacate the assigned room within 72 hours upon loss of status as an enrolled student during the Agreement period.
2. Entering into this Agreement does not imply acceptance into any academic programs at Snow College.
3. Student is accepted for housing only upon notification by the Office of Residence Life of a housing assignment. Upon acceptance of this offer by the Office of Residence Life, this Agreement becomes a legally binding contract between the Office of Residence Life and Student. Student thereafter must abide by all the terms of this Agreement including but not limited to the obligation to pay for the full length of the Agreement.

Section 3

DURATION OF AGREEMENT

1. This Agreement may be for the Full Academic Year, Fall Semester Only, Spring Semester Only, or Summer Semester Only as indicated in the application process. Special arrangements may be made for occupation outside of contractual dates. Students applying for only one semester will need to reapply for subsequent semesters.

2. If Student is a continuing enrolled student, Student may leave personal belongings in his/her assigned room during Thanksgiving, Semester/Winter Break, and Spring Break, at no charge. However, Snow College is not responsible for theft, loss or damage to any items left in the Residence Halls.
3. **Full Academic Year Contract:** Student may move in four (4) days before the beginning of Fall Semester and may occupy the room until noon on the Monday after Finals for Spring Semester.
4. **Fall Only Contract:** A Student requesting a Fall Only Contract will pay an additional \$150 above the regular semester room rate. Student may move-in four (4) days before the beginning of Fall Semester and occupy the room until noon on the Monday after Finals for Fall Semester.
5. **Spring Only Contract:** A Student requesting a Spring Only Contract may move-in the Saturday prior to the first day of classes for the semester and may occupy the room until noon on the Monday after Finals for Spring Semester.
6. **Summer Only Contract:** A Student requesting a Summer Only Contract may move-in the Wednesday following commencement and may occupy the room until noon on the Monday after Finals for Summer Semester.
7. **Semester/Winter Break:** A Student wishing to occupy his/her room will need to apply and pay the daily rate of stay prior to the semester closing. This Agreement does not provide housing for the Semester/Winter Break period.
8. Students opting to stay for Semester/Winter Break in the Residence Halls must abide by all Residence Life policies and regulations as outlined in the Residence Life Handbook and in this Agreement. Students shall not host guests/visitors overnight during the Semester/Winter Break period.
9. Student is liable for all fees for the entire length of the Contractual Agreement regardless of occupancy.

Section 4

APPLICATION AND ACCEPTANCE PROCESS

1. Student must complete the online application for on-campus housing, pay the \$50 on-refundable Application Fee and \$200 Reservation Fee and agree to all contract terms. This action constitutes an offer to live in Snow College housing in accordance with all the terms and conditions of this Agreement, the Residence Life Handbook and the Student Code of Conduct.
2. When the Office of Residence Life accepts the offer, Student will receive an email containing the signed contract. Students may then log into the housing application to review his/her room assignment.
3. Student may select his/her room through the online application process until July 31st, after which time the Student will no longer be able to select a room in the StarRez portal, instead the Office of Residence Life will select a room for the student based off the preferred housing options selected in the application if possible.

Section 5

STUDENT RESPONSIBILITIES

1. Student agrees to abide by all terms of this Agreement and referenced documents including the Snow College Code of Conduct, Residence Life Handbook, the terms of the online Student Housing Application and any posted Residence Life procedures and policies including changes. It is the responsibility of Student to know and comply with all such policies and procedures.
2. Student agrees to conduct him/herself in a manner that is conducive to promoting a positive environment for those students residing in the Residence Halls.
3. Student agrees to pay in full all housing and meal costs assigned by Snow College.
4. It is the responsibility of the Student to secure his/her room/apartment/suite at all times.
5. Student is responsible for any violations that occur in his/her assigned living space.

6. Student agrees to not damage the room or any other living area and to leave them clean and in their original condition when vacating the rooms. Student agrees that if he/she fails to do this he/she will be liable for all damages and repair costs.
7. Student agrees to acquire renter's insurance or extended family insurance to cover his/her belongings. Student acknowledges that Snow College is not responsible for theft, loss, damage or destruction of Student's personal belongings.
8. Student agrees that he/she will live in the assigned room until the Office of Residence Life changes the assignment. Student understands and agrees that he/she cannot transfer, without approval of the Office of Residence Life, and cannot sublet his/her room assignment.
9. Student agrees to abide by the Guest and Visitation policy outlined in the Residence Life Handbook.
10. Student agrees to checkout properly with a Resident Assistant at the end of his/her contract, failure to do so will result in a \$150 improper checkout fee and subsequent fees for property removal, (i.e. lost keys or damages to the living space).

Section 6

PAYMENT/RESERVATION FEE

1. The Student must pay the \$50 Application Fee and \$200 reservation fee when applying for housing. The Application Fee is not refundable. The Reservation Fee may be refunded only as outlined in Section 8 of this Agreement.
2. The Student agrees to be on a payment plan or paid in full, before the end of the 5th day of each semester. Failure to do so may result in, but is not limited to the following; administrative action, eviction, registration hold, etc.
3. The Student is responsible to contact the campus Cashier's Office prior to these payment deadlines to resolve any issues or concerns related to payment.
4. The Residence Hall housing \$200 Reservation Fee must be paid upon application. The Reservation Fee will be applied to the Student's account during the 4th week of the semester for Fall Only, Spring Only and Summer Only contracts. For Academic Year contracts, the Reservation Fee will be applied during the 4th week of the spring semester.
5. The Student agrees that in the event of damage to the common areas of the building where he/she resides, including, but not limited to; stairwells, hallways, windows, doors, laundry rooms, etc., where the responsible party is not identified, it will be the financial obligation of all the building's occupants to reimburse the College for the costs incurred to repair.
6. If Student is not accepted for housing the reservation fee will be returned with notification of non-acceptance.
7. If any monies/deposits/reservation fees are refunded or returned, the monies will be sent to the Student's account.
8. The Student must pay a \$5 Residence Hall Association Fee (RHA) that will be charged to the student's account. This fee goes towards programming and the RHA Club that every on-campus student is a member. This fee cannot be refunded regardless of cancellations.

Section 7

ROOM ASSIGNMENTS AND CONSOLIDATION

1. The Office of Residence Life will not discriminate in room assignments on the basis of race, color, creed, religion, national origin, disability or status with regard to public assistance.
2. Students with medical, psychological, learning or other disabilities desiring accommodations, academic adjustments or auxiliary aids should contact the Accessibility Resource Center, Room 241 Greenwood Student Center, phone number 435-283-7321. The Americans with Disabilities Act (ADA) Coordinator at the Accessibility Resource Center (ARC) determines eligibility for and authorizes the provision of appropriate services and aids.
3. Room assignments will be selected by the student during the application processes. If the Student does not select a room by July 31st, the Office of Residence Life will assign a room

based off the Students' selected preferences to the extent possible. No specific assignments based on Student's preferences are guaranteed. Failure to honor preferences will not void this Agreement.

4. All room and building changes must be requested by Student in writing to the Office of Residence Life. Room changes are subject to a \$35 administrative fee. All unauthorized room changes shall be subject to a \$200 charge to the Student's account in addition to other solutions. Further details regarding room changes are available in the Residence Life Handbook.
5. The Office of Residence Life reserves the right to reassign or consolidate rooms in the interest of order, safety, health, discipline, disaster; best use of facilities for the good of the Residence Halls; or for unresolvable incompatibility of roommates.
6. Students living in the Residence Halls or a portion of a Residence Hall room dedicated to a certain group may be reassigned by the Office of Residence Life if their circumstances change.
7. The Office of Residence Life reserves the right to eliminate apartments, rooms or suites based on changes in occupancy and to reassign Student to another room.
8. Housing assignments are not transferable from one Academic Year to another. Students must reapply for housing each year or semester if a semester only contract was entered into.
9. The Student is required to live in the room to which he/she has been assigned, unless asked by the Office of Residence Life to move locations or a room change is approved as discussed above.
10. Students in a Fall Only Contract that leave belongings in his/her room after the Spring Semester has commenced will be charged the entire Spring Semester rate.

Section 8

CONTRACT CANCELLATION

1. Student may cancel the Agreement by submitting written notice of the cancellation via the cancellation/departure notification located online and submitted to the Office of Residence Life prior to checking out. Student must arrange a checkout appointment with his/her Resident Assistant 24 hours in advance prior to moving out. Failure to do so will result in an improper checkout fee of \$150 and possible cleaning/repair fees. Student will be held responsible for any remaining contractual financial obligations for the semester as follows.
2. Cancellations received prior to August 1 for Fall Only and Academic Year housing contracts; December 1 for Spring Only housing contracts; April 1 for Summer housing contracts will result in forfeiture of the \$200 reservation fee and \$50 application fee with no further housing charges.
3. Cancellation received after the cancellation deadlines will result in the Student owing 100% of his/her contract.

Section 9

CONTRACT RELEASE

1. All contract releases must go to a committee for approval; an application must be filled out and sent with the documentation and an explanation of the reasons for seeking contract release.
2. Failure to properly apply or provide all required documentation to the Financial Relief Committee within 30 days of checking out will result in the total contract being charged to the Student's account.

Section 10

CONTRACT TERMINATION/EVICTION

1. The Office of Residence Life may terminate this Agreement if the Student fails to comply with the terms of the Agreement, referenced documents or Snow College policies. No refunds will be granted to Students whose Agreement is terminated. The Student will remain liable for the full cost of his/her Agreement.

2. In addition the Office of Residence Life may terminate this Agreement and give the Student written notice to quit the premises, for any of the following reasons:
 - Non-compliance with policies and regulations of the Residence Halls and with the directions of the Residence Hall Staff acting in accordance with their assigned responsibilities, and/or non-compliance with any federal, state or local laws or regulations, including Snow College policies.
 - Damaging rooms or other Snow College property including damage caused by student's guest(s).
 - Behavior, which interferes negatively with the living-learning environment of the Residence Halls.
 - False statements or misrepresentation by Student made in connection with the Residence Halls Contractual Agreement.
 - Academic or behavioral discipline resulting in Student being barred from campus.
 - Non-payment of rent or food charges.
1. Upon notice of termination, Student must vacate the room and may not visit the Residence Halls without written permission of the Director of Residence Life.
2. The Office of Residence Life reserves the right to terminate this Agreement if Student drops below 10 credit hours or is not attending classes, fails to make payments as required or for any other violations of the terms of this Agreement.
3. Any Student who is evicted from on-campus housing or has his/her Agreement terminated for disciplinary reasons will not be eligible to live in or visit Residence Life Halls at Snow College unless a formal appeal is made to the Office of Residence Life and approved.

Section 11

ROOM ENTRY/INSPECTIONS/SEARCHES

A. Office of Residence Life, as owner and operator of on-campus housing, reserves the right to control and monitor all portions of student housing to assure the safety of persons and other institutional purposes. The Student hereby consents to Residence Life personnel and its designees entering Student's room for the following reasons:

1. Without notice when there is a clear or apparent emergency, such as fire, serious injury or injury (including a report or belief thereof), or when a danger threatens persons or property.
2. Without notice when there are health and safety reasons including reports or reasonable suspicion of violations of law, College policies, procedures and rules, or this Agreement.
3. For routine maintenance or safety and sanitation inspections. Any such inspections or entry, except in the case of emergencies, shall be announced in advance by the posting of a notice or via e-mail notification. The Student's absence will not prevent the carrying out of such maintenance or safety inspections. Inspections may take place without notice during break periods when rooms are not supposed to be occupied including the Semester/Winter Break.
4. When Student has requested a repair or filed a Maintenance Request, authorized personnel may enter in Student's absence for the purpose of making the repairs.
5. In order to secure the buildings, Residence Life staff will enter and check all resident's rooms during the semester breaks without notice.
6. If a roommate/suitemate moves out of a room, a member of the Residence Life staff may enter the room following the completion of the move to inspect for damages and insure space is suitable for a new occupant.
7. To verify that rooms are prepared for new occupants if a vacancy occurs.

B. Within all buildings, all common areas, including but not limited to entrances, lobbies and hallways, may be under surveillance at any time and are subject to entry by Snow College officials or public safety. Student and guests should expect no right to privacy in any common areas.

Section 12

FOOD SERVICES

- A. Students living in a Sleep Study unit or the Suites at Academy Square (non-cooking rooms) are required to have a \$795 Badger Buck Plan each semester.
- B. Students living in a Cooking Apartment are required to have a \$200 Munch Card and owe the funds that were previously used on the ID card.
- C. Students that fail to obtain a Student ID card or otherwise fail to utilize Food Services funds on his/her card will still be charged and will receive no refunds.
- D. All Badger Buck Cards may roll over to the following semester or application may be made for cash out at the cashier's office at the end of the Academic Year. The Student must have at least \$50 of Badger Bucks remaining in order for a refund and the Student is responsible for all processing fees
- E. Snow College reserves the right to adjust meal hours and service locations.
- F. Snow College does not provide meals on most holidays, holiday weekends, breaks or summer.
- G. Students withdrawing during a semester may apply to receive all but \$10 of Badger Bucks if the entire Badger Buck Card has been purchased.
- H. Students may use Badger Bucks in the Badger Den (cafeteria), Bistro, Library (for copies), and the Bookstore (book and supply purchases only).
- I. Badger Bucks are not considered FULL meal plans, but rather a supplementary meal plan that can have additional Badger Bucks added to a student's account by any valid Debit or Credit Card by going online to www.snow.edu/badgerbucks.

Section 13

APPEALS

- A. Students have the right to appeal disciplinary or financial consequences. Appeals must come in the form of an application, located online and Students may contact the Office of Residence Life for additional information about the process for each type of appeal.