

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

1. THE AGREEMENT

- A. 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.
- B. 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.
- C. Should any clause or portion of this Agreement be held invalid, all other portions continue to be in force.
- D. 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.
- E. 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.

2. ELIGIBILITY

- A. 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.
- B. Entering into this Agreement does not imply acceptance into any academic programs at Snow College.
- C. 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.

3. DURATION OF AGREEMENT

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Student is liable for all fees for the entire length of the Contractual Agreement regardless of occupancy.

4. APPLICATION AND ACCEPTANCE PROCESS

- A. Student must complete the online application for on-campus housing, pay the \$50 application fee and \$200 deposit 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.
- B. When the Office of Residence Life accepts the offer, Student will receive a housing assignment upon receipt of all documentation referenced in Section 4 Part A.

5. STUDENT RESPONSIBILITIES

- A. 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.
- B. 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.
- C. Student agrees to pay in full all housing and meal costs assigned by Snow College.
- D. It is the responsibility of the Student to secure his/her room/apartment/suite at all times.
- E. Student is responsible for any violations that occur in his/her assigned living space.
- F. 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 and these may be withheld from Student's deposit.
- G. 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.
- H. 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.
- I. Student agrees to abide by the Guest and Visitation policy outlined in the Residence Life Handbook.

6. PAYMENT/RESERVATION FEE

- A. 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.
- B. The Student agrees to be on a payment plan or paid in full, before the end of the 21st day of each semester. Failure to do so may result in, but is not limited to the following; administrative action, eviction, registration hold, etc.
- C. 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.
- D. See Residence Life website for room rate details at www.snow.edu/housing/cost.html
- E. The Residence Hall housing \$200 reservation fee must be paid upon application. The reservation fee will be applied to your account on August 3rd for the Fall Semester, January 3rd for the Spring Semester, or May 3rd for the Summer Semester.
- F. 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.
- G. If Student is not accepted for housing the reservation fee will be returned with notification of non-acceptance.
- H. Students in a Residence Life Contractual Agreement on April 1, 2013 may carry forward the existing deposit as the reservation fee if the application is submitted by the Student by May 1st to the Office of Residence Life.
- I. If any monies/deposits/reservation fees are refunded or returned, the monies will be sent to Student.

7. ROOM ASSIGNMENTS AND CONSOLIDATION

- A. 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.
- B. 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.
- C. Room assignments will be made according to the Office of Residence Life procedures and when possible in accordance with Student's preferences. No specific assignments based on Student's preferences are guaranteed. Failure to honor preferences will not void this Agreement.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

8. CONTRACT CANCELLATION

- A. This Agreement is binding for the duration of the assigned contractual term (Full Academic Year, Fall Only, Spring Only or Summer Only) or that portion remaining at the time Student begins occupancy.
- B. 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 30 days prior to checking out. Fees will be charged according to the following schedule:
 - a. If first semester of Agreement is Fall Semester: \$200 reservation fee and any prepaid rent is refunded if this Agreement is cancelled in writing or online and received by the Office of Residence Life on or before May 1st. Student may cancel this Agreement in writing or online if cancellation is received by the Office of Residence Life from May 2nd-July 15th but will forfeit the \$200 reservation fee. This Agreement may not be cancelled after July 15 but the contract buyout option may be exercised, see Section 10 below.
 - b. If first semester of Agreement is Spring Semester: \$200 reservation fee and any prepaid rent is refunded if this Agreement is cancelled in writing or online and received by Office of Residence Life on or before November 1st. Student may cancel this Agreement in writing or online if cancellation is received by Office of Residence Life from November 2nd-December 15th but will forfeit the \$200 reservation fee. This Agreement may not be cancelled after December 15th but the contract buyout option may be exercised.
 - c. If first semester of Agreement is Summer Semester: \$200 reservation fee and any prepaid rent is refunded if this Agreement is cancelled in writing or online and received by Office of Residence Life on or before March 1st. Student may cancel this Agreement in writing or online if cancellation is received by Office of Residence Life from March 2nd-April 1st but will forfeit the \$200 reservation fee. This Agreement may not be cancelled after April 1 but the contract buyout option may be exercised.
 - d. Students applying for housing after June 1st for Fall Semester, November 1st for Spring Semester or March 1st for Summer Semester have 14 calendar days from the date of application to cancel and receive a reservation fee refund.
- C. Notice of cancellation or withdrawal to any other Snow College office or official does not constitute notice of cancellation of this Agreement.
- D. A Student withdrawing due to loss of scholarship or financial aid during the Academic Year or at the end of Fall Semester will not void this agreement and that does not constitute notice of cancellation of this Agreement.

9. CONTRACT RELEASE

- A. Student can request release from his/her Agreement for one of the following reasons. Student must provide proper notification by submitting his/her intent in writing to the Office of Residence Life at least 30 days prior to departure. Students departing after occupancy or the first day of classes in any semester, or requesting to be released from his/her contract without proper notification will be charged a \$200 Early Exit Fee.
- B. Special circumstances: Student may be released from this Agreement with reduced financial obligations for the following reasons:
 - a. Non-admission, graduation, military service.
 - b. Marriage during the Agreement term.
 - c. Affiliation with a Snow College program that is away from the Snow College Ephraim campus.
- C. All contract releases must go to an Appeal Committee for approval; an application must be filled out and sent with the documentation and an explanation of the reasons for seeking contract release are required.
- D. The Office of Residence Life, prior to approval being granted, will review all documentation. Student must provide all required documentation to the Financial Appeal Committee within 30 days of checking out or the total contract will be charged to Student's account.

10. CONTRACT BUYOUT OPTION

- A. Fall Semester Only Contract or Full Academic Year Contract: Between July 15th-August 1st Student may buyout his/her Agreement for 50% of the total cost of the Agreement, including all meals used prior to August 1st.

- B. Spring Semester Only Contract or remainder of Full Academic Year Contract: Between December 15th-January 1st Student may buyout his/her Agreement for 50% of the total cost of the Agreement, including all meals used prior to January 1st.
- C. Summer Semester Only Contract: Between April 1st- May 1st Student may buyout his/her Agreement for 50% of the total Agreement, including meals used prior to May 1st.
- D. The reservation fee may be applied to buyout charges. The \$200 Early Exit Fee identified in Section 9 may apply.
- E. Students choosing to buyout his/her Agreement may not receive a refund for the buyout costs or Meal Plan.

11. CONTRACT TERMINATION/EVICTION

- A. 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.
- B. 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:
 - a. 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.
 - b. Destruction (by Student and/or guest) from fire or other causes that make the room, or any room, inhabitable and/or any malicious acts to the Residence Halls.
 - c. Behavior, which interferes negatively with the living-learning environment of the Residence Halls.
 - d. False statements or misrepresentation by Student made in connection with the Residence Halls Contractual Agreement.
 - e. Academic or behavioral discipline resulting in Student being barred from campus.
 - f. Non-payment of rent or food charges.
- C. 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.
- D. 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.
- E. 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.

12. 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 facilities and their occupants, and also to assure against the waste or misuse of our resources, programs or services. The Student hereby agrees that Residence Life personnel may enter Student's room for the following reasons:
 - a. For the purpose of assuring fire protection, life safety, sanitation or scheduled maintenance and use of the College's furnishings, fixtures and facilities. 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 when rooms are unoccupied or during break periods, including the Semester/Winter Break.
 - b. 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.
 - c. In order to secure the buildings, Residence Life staff will enter and check all resident's rooms during the semester breaks.
 - d. 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.
 - e. To verify that rooms are prepared for new occupants if a vacancy occurs.
 - f. If unreasonable noise (alarms, stereos, etc.) is coming from a room where the Students are not present.
- 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.

13. FOOD SERVICES

- A. Students living in a Sleep Study unit or the Suites at Academy Square are required to have a full Meal Plan each Semester.
- B. Students living in a Cooking Apartment are required to have a Munch 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 Meal Plans and Munch Cards **must be used by the end of each Semester.** Meal Plans and Munch Card funds cannot be carried over to the next semester.
- E. Students moving from a Sleep Study unit to a Cooking Apartment will be charged \$250 for your Munch Card. This change does not void previously spent meal money.
- F. Snow College reserves the right to adjust meal hours and service locations.
- G. Snow College does not provide meals on most holidays, holiday weekends, breaks or summer.
- H. Students withdrawing during a semester may receive Meal Card refunds. 90% if made in the first week, 70% if made in the second week and 50% if made in the third week. No meal card refunds will be given from the fourth week on. Refunds are only granted if Student meets the terms of the contract release, as stated in Section 9.

14. 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.

By signing below, the Student indicates that he/she has read this Contractual Agreement in full, including any and all sections and documents incorporated by reference, and agree to be bound by its items.

Signature (Student)

Print Name (Student)

Date

Badger ID #

Email Address

Signature (Parent if Student is under 18)