



Manhattanville  
COLLEGE  
Office of Residence Life

# 2018-2019 Housing Contract

This Housing Contract ("Contract") is legally binding between Manhattanville College ("College") and the undersigned Student ("Student"). By signing this Contract, Student agrees to occupy a furnished residential housing unit to be assigned by the College (the "Unit") upon the following terms and conditions. The College may accept this Contract by giving possession of the Unit. Giving Student possession of the Unit shall be deemed as good and binding an acceptance of this Contract as execution of the same. If the Student is a minor, the Contract is with the undersigned parents and/or guardians.

The College reserves the right to change or alter any rule or regulation at any time. It is the Student's responsibility to understand and abide by any change that occurs.

## ELIGIBILITY

Students (undergraduate and graduate, excluding non-matriculating) must be admitted and enrolled in at least 12 credits, and must have fulfilled mandatory immunization requirements. Students who drop below a minimum credit hour load of 12 credits and are not part of an approved academic plan will be required to vacate their Unit within 48 hours, unless approved by the Academic Advising Office and the Director of Residence Life.

Special terms and conditions apply to certain housing opportunities such as first year housing and themed houses. These conditions can be found in the Unit Selection Procedures booklet.

## TERM

**Term:** The term of this Contract (the "Term") is for the full academic year, as defined by the College Academic Calendar. This includes both Fall and Spring semesters; Summer, Thanksgiving, Winter, and Spring break periods are not included and require an additional housing application to be submitted for each. Student is billed each semester (contact the Office of Student Accounts for due dates). By submitting this signed Contract, the Student agrees to pay beginning on the College designated check-in date and ending on the College designated check-out date.

If a Student does not check-in by end of that semester's Add/Drop period, as defined by the College Academic Calendar, the Student's Unit will be forfeited. If a Student is offered a Unit after the first day of classes, the Student will have 48 hours to accept or the Unit will be forfeited.

## FEES

**Housing Deposit:** A \$500.00 deposit is required to be paid prior to the acceptance of the Contract.

**Housing Fees:** In consideration of the use of the Unit for the Term, Student agrees to pay the Unit fees published by the College. Payment or payment arrangements must be completed by July 1 and December 1 for the Fall and Spring terms, respectively, before possession of a Unit is granted and to retain the guarantee of Unit selection or placement on a waiting list. Should the Student wish to cancel this Contract prior to the Fall semester, the Student may do so by contacting the Office of Residence Life, in writing, prior to June 15<sup>th</sup> with no financial penalty:

- Should the request to terminate the contract arrive, in writing, prior to June 15<sup>th</sup>, the housing deposit will be applied toward any charges remaining on the Student's account or, should no charges remain, the housing deposit will be refunded to the Student after the add/drop period of the upcoming academic year.
- Should the request to terminate the contract arrive, in writing, after June 15<sup>th</sup>, the housing deposit will not be refunded to the Student.
- Once the Student occupies the Unit, the termination of this contract and refunding of monies due to extenuating circumstances will be reviewed on an individual basis by the Director of Residence Life or Designee and, if the termination is granted, will be consistent with the Tuition Refund policy as published in the Student Handbook.
- If the Student is separated from the College or from College housing for disciplinary reasons, no refunding of monies will be granted.

If the Student desires to occupy the Unit for periods beyond the Term, Student shall pay such fees and execute such supplemental housing contracts as the College may require. Any such occupancy shall be subject to the terms and conditions of this Contract.

The College has the right to terminate this Contract prior to the expiration of the Term in the event that a Student should violate any terms of this Contract or any policies of the College as found in the Code of Conduct and/or other College policies or documents. This Contract can also be terminated for any reason at the discretion of the College. College housing may also be denied based on past infractions of rules and regulations.

**Board Fees:**

Students who elect to live on campus are required to obtain a meal plan unless otherwise advised by the Office of Residence Life or Dean of Students Office. Certain restrictions and conditions apply.

**Damage Fees:**

In the event the Student fails to return the Unit and adjacent facilities (i.e. conjoining or connected bathrooms) in the condition provided for herein, then Student shall owe to College the cost for repairing such damages, assessed to the Student bill. Assigned areas in Units and suites include the specific bedroom and all shared space. Residents are also subject to common area damage billing (hallways, laundry rooms, restrooms, stairwells, etc.) as assessed by the Resident Director. Lack of cleanliness and/or excessive damage is grounds for administrative removal from residence or reassignment to a different residence. A list of damage fees can be found in the Student Handbook/Code of Conduct.

**UNIT FURNISHINGS**

**Services:** The College shall furnish, at no additional cost to the Student, all heat, light, and water reasonably required for the occupancy of the Unit by the Student. Such utilities shall be furnished in accordance with the existing design of the building occupied by the Student, and shall be subject to load limits and availability. The College may charge the Student for any extraordinary or unreasonable use of utilities. The College shall not be liable for any matters, claims or any other damages resulting from the interruption of utility service. There will be no adjustment of monies due to the College's inability to restore service within a reasonable period of time. Each Unit will also be equipped with cable television, internet and phone service (upon request through the IT department).

**Furniture:** The College furnishes each Unit with a single bed, a desk, a chair, and either a dresser or a closet organizer for each occupant. Non-College sanctioned lofts, waterbeds, and halogen lamps are not allowed in any of the halls. Ceiling tapestries are also prohibited. You should also refer to the "Things Not to Bring" list, available in the Office of Residence Life or online, for those items that are prohibited in the residence halls. College furniture that is located in a Student's Unit is not allowed to be removed, nor is furniture that is located in any common areas to be removed from such areas.

**Unit Keys:** The Student is fully responsible for the possession of their assigned keys. The cost to replace lost keys is the responsibility of the Student. This cost may include changing the key core of the Unit. Upon departure from the residence hall, Unit keys must be returned to the Resident Advisor, Resident Director or to the Office of Residence Life. Failure to do so will result in charges to the Student's Account. Duplication of assigned keys is prohibited.

Keys may not be loaned or given to another person. For safety reasons, Students must report all lost or stolen keys to Residence Life immediately.

**Care of Units:** Students are required to file a Room Condition Report (RCR), provided by the Student's Resident Advisor, upon occupancy of such Unit. Students shall maintain the Unit and adjacent facilities in a clean, sanitary, and non-hazardous condition throughout the Term and return those areas to the College in the same condition as received, reasonable wear and tear expected. The Student agrees not to paint or otherwise alter the condition of the premises or furnishings of the assigned Unit or public areas of the residential facilities.

**Unit Maintenance Request:** Maintenance requests, excluding furniture and key requests, may be submitted on the Manhattanville website via the facilities page. If the reported problem has not been corrected within five business days, the Student should contact the Resident Director of their assigned building.

**Storage:** There is no available storage space on campus.

**ASSIGNMENTS**

**Occupancy:** Student is granted a nonexclusive license to use the furnished, residential Unit assigned by the College, or such other Unit as the College may assign or reassign during the Term, subject to all provisions of this Contract. This license is personal and it is neither assignable nor transferable. Student acknowledges that Student's use of the Unit may be in common with that of another Student, referred to as "Roommate". Nothing in this Contract shall be construed as an obligation of the College to offer housing outside the Term.

**Unit Assignment:** This Contract does not promise or guarantee the Student assignment to a particular building or Unit. The College will assign Roommates to first year and transfer Students on the basis of information provided on

the Manhattanville College Application whenever possible. This excludes when no application is available or when the College is limited by space.

**Residential Accommodations:** Residential Accommodation Applications are available for Students who require and request housing accommodations pursuant to the College's policies and procedures, as defined under the American with Disabilities Act. The applications are available in the Office of Residence Life.

**Vacant Unit:** The Student must keep an available Unit ready for a Roommate to move in should they not have a current Roommate. Assigned furniture needs to be available, and the Unit needs to be kept in a clean, orderly and sanitary fashion, which is satisfactory to the Office of Residence Life. In the case that a vacancy occurs in a Unit, Student agrees to accept an assigned Roommate or move to another Unit at the request of the College.

## RESIDENCE/UNIT CHANGES

**Unit Changes:** Unit changes are not permitted without prior approval from the Resident Director. Unit changes may not be made during the first or last three weeks of any semester. Requests for hall or Unit assignments/reassignments in violation of the College's Non-Discrimination and Harassment Policy will not be honored by the Office of Residence Life.

The College reserves the right to re-assign the Student(s) or remove the Student from housing based upon the inability to be an effective Roommate and/or a positive member of a community, according to the process set forth in the Student Handbook. The Office of Residence Life is available for mediation if the Student feels as though they may be at risk or if the Office of Residence Life believes it necessary to have mediation.

Residents may "pull in" eligible Students who currently live in campus housing only when the three week Unit freeze period at the start of each semester has ended. Once a potential Roommate has been identified and approved by the appropriate Resident Director(s) that individual has 48 hours to complete the move. Residence Life reserves the right to assign a new Roommate prior to permitting residents to "pull in" a Roommate of their choosing. Should a new Roommate be assigned to a Unit, the College will make every effort to inform the Unit as soon as possible. The Office of Residence Life reserves the right to assign or change a Unit assignment at any time.

## BUILDING MEETING

**Building Meetings:** Each Student is expected to attend any meetings established by the Resident Advisor, Resident Director, or Office of Residence Life. Meeting times and locations will be posted. Any Student not present is expected to understand the covered information and may be subject to disciplinary sanctions.

## CONDUCT

**Code of Conduct:** Students are required to acknowledge and adhere to all rules and regulations contained in the Student Handbook/Code of Conduct upon arrival to campus. The following areas of the Code of Conduct are considered by the College to be pertinent information for the Student prior to the arrival date.

**Banned Items:** The following are prohibited on the Manhattanville College campus: Hot plates, Candles (with or without wicks), Incense, Kerosene heaters, Electric skillets, Electric blankets, Heating pads, Sterno, Toasters/Toaster ovens, Multi-plug extension cords, Halogen lamps, Outdoor and indoor grills/Camp stoves, Charcoal/Propane/Gasoline and/or other combustible liquids, Hookahs, Liquid potpourri, Unauthorized Loft beds, Satellite dishes, Window bird feeders, Oversized speakers (DJ speakers), Novelty lights (including non-battery operated string lights and "lava lamps"), Air Conditioners (unless considered a medical need and documented by a doctor). The College considers the possession of weapons to be a violation of the law and therefore prohibits the possession or use of firearms, explosives and knives, including pocket knives. The College also prohibits the use of any other objects that may be utilized in a dangerous manner. The College, Office of Residence Life, and their designees reserve the right to deem any item banned at any time.

**Fire Safety:** It is a serious offense to tamper with fire detection or safety equipment including smoke detectors, exit signs, fire extinguishers, sprinkler systems, etc. and such actions are subject to fines and/or contract termination. Dammann, Tenney, Spellman, and Founder's Halls, along with Pagli, Duchesne, Burnett, Olmstead, Houston, and Barat Houses are all equipped with heat-activated sprinkler systems. When a fire alarm sounds, every Student must evacuate the premises immediately and remain at the designated "safe" area with their Resident Advisors until approved to re-enter by a College Official or the Fire department. Failure to evacuate a building and/or report as directed by the College or Office of Residence Life during a fire situation will result in judicial sanctioning and follow up. To review the College's fire safety report, please visit the Annual Security Report.

**Pets:** With the exception of non-dangerous fish, service animals, and assistance animals, no pets are allowed in the residence halls at any time. Pets are not allowed to "visit" in the residence halls. Fish must be kept in the aquariums that do not exceed ten gallons in size. Violations of this policy will result in a \$250.00 fine, the removal of the animal/pet within a 48-hour period, and disciplinary action, which may result in loss of residency.

## COLLEGE RESERVES THE FOLLOWING RIGHTS

**Unit Entry and Search:** The College respects the Student's right to privacy; however the College reserves the right to enter any Unit without prior notification. Manhattanville College or its agent shall also have the right to enter a Student's dwelling under the following stipulations:

- To make necessary repairs or maintenance at any time so as to prevent further damage.
- In emergency circumstances when imminent danger to life, health, safety or property is reasonably feared.
- In circumstances where a Manhattanville College policy violation is suspected to have occurred or is occurring
- During planned Health & Safety checks.
- During the following vacation periods: Thanksgiving, Winter, and Spring Break.

## CHECK-IN PROCEDURES

**Early Arrivals:** The Student is not permitted to occupy the Unit prior to the College designated check-in date. Should the Student need to arrive on campus prior to the College designated check-in date, the Student needs to contact the Office of Residence Life at least four business days in advance to determine if there is interim housing availability. Should interim housing be available, the Student agrees to pay additional associated housing costs as published by the College. Should the Student arrive unannounced and should the Student be accommodated by the Office of Residence Life, the Student will be fined \$75 along with additional associated housing costs.

**Check-In:** On the College designated check-in date, the Student needs to check-in with the Office of Residence Life staff prior to occupying the Unit. This check-in procedure includes the Student acknowledging the Room Condition Report, associated key codes, and any outstanding business with the College including any holds on the Student's account. The Student will be fined \$75 if the Student occupies the Unit without completing a check-in process.

## CHECK-OUT PROCEDURES

**Vacating the Unit:** Upon vacating a Unit the Student must complete the mandatory check-out procedure. The Student's Unit must be inspected for damage and the RCR signed, unless the Student waives their right to dispute and completes an Express Checkout Form. If the Student is withdrawing before the end of the semester, Student must contact Academic Advising to complete the process. Should the Student not complete the check-out process, Student will be fined \$75 and any Unit and/or common area damage will automatically be added to the Student's bill.

**Abandonment:** Students are responsible for removing all items when a Unit or suite is vacated. Any items left in any Unit after voluntary or involuntary termination of the Contract will be considered abandoned. The College does not take responsibility for any items left in the Unit/suite. If a Student has left belongings in their Unit for more than five business days, the Office of Residence Life will dispose of the items and the Student's account will be assessed for cleaning.

## LIABILITY

**Liability:** The College shall not be liable for any failure, delay or interruption in performing its obligations herein stated due to causes or conditions beyond its control. Under no circumstances shall the College be liable for any loss, theft, or damage to a Student's personal property or effects or for the personal property or effects of the Student's guests. All resident Students are encouraged to secure Renters Insurance in order to protect their valuables. Students may also want to review their parent/guardian's Home Owners insurance policy to obtain coverage.

## NOTICES

**Notices:** Notices regarding housing will be presented to the Student in email form as that is the official means of communication for Manhattanville College. The Office of Residence Life may occasionally choose to additionally inform Students through the use of posters, mailings and flyers and bulletin board postings.

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By signing this Contract, I agree that I am bound by certain responsibilities and am granted certain rights established by the College, and that I have read the above Contract. I also understand that I am required to view the Manhattanville College Student Handbook and Code of Conduct in its entirety.

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Signature of Student

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Printed Student Name

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Date

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Signature of Parent/Guardian (If under 18)

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Printed Parent/Guardian Name

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Date

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**Signature of Manhattanville Staff Member**

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**Date**

*Any Student wanting to live in residential housing must sign this Contract upon presentation.  
This Contract, as well as the Student Handbook and Code of Conduct, is available for later viewing on the College's website.  
Manhattanville College is an Equal Opportunity/Affirmative Action Employer and Educational Institution.*

*Revised 4.11.18*