This Housing License Agreement ("Agreement") is legally binding between Manhattanville College ("College") and the undersigned Student ("Student"). By signing this Agreement, the 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 Agreement by giving possession of the Unit. Giving Student possession of the Unit shall be deemed as good and binding an acceptance of this Agreement as execution of the same. If the Student is a minor, the Agreement 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.

I. 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 (9 for graduate students) 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 Office of Residence Life & Conference Services.

Special terms and conditions apply to certain housing opportunities such as first-year housing and themed houses. These conditions are outlined in the Housing Selection Guidelines.

II. OCCUPANCY PERIOD
The term of this Agreement (the “Term”) is for the Fall and Spring semesters only, as defined by the College Academic Calendar. Residence halls close during certain periods, as set forth below. The college may adjust occupancy periods due to unforeseen circumstances, alterations in the academic calendar, or emergencies.

1. The occupancy period for all students living in residence halls begins in late August, just before the first day of classes, and ends on the day after the last regularly scheduled final examination day of the Spring semester. Students must vacate their room within 24 hours of their last final examination and no later than the College designated closing date.

2. Students may request a limited extension of the occupancy period, which the Office of Residence Life & Conference Services may grant or deny at its sole discretion. Extensions of the occupancy period will only be granted in exceptional circumstances. There will be a daily charge of fifty dollars ($50) for occupancy before or after the occupancy period stated above.

3. Graduating students may extend the occupancy period until the day after Commencement without additional charges, provided they have made appropriate arrangements with the Office of Residence Life & Conference Services by the announced deadline. Students will be notified of the deadline via email.

4. Students may not occupy or enter residence halls during official College recesses. All residence halls shall be closed for Winter Break, with exact dates being defined by the College Academic Calendar. Only students approved for Winter Break Housing will be permitted access to the residence halls.

5. If the Agreement is terminated effective at the end of Fall semester, the Student must vacate the Unit on or before the college designated closing date.

6. Graduate students living in undergraduate halls must abide by the regular undergraduate academic-year opening, closing, and recess schedules.

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 the Unit or the Unit will be forfeited.
The College has the right to terminate this Agreement prior to the expiration of the Term in the event that a Student should violate any terms of this Agreement or any policies of the College as found in the Code of Conduct and/or other College policies or documents. This Agreement 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.

III. PAYMENTS
The Student is billed each semester (contact the Office of Student Accounts for due dates). By submitting this signed Agreement, the Student agrees to pay for the assigned Unit beginning on the College designated check-in date and ending on the College designated closing date.

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 for the Fall semester must be completed by July 1 for returning students, or by August 1 for newly admitted students before possession of a Unit is granted and to retain the guarantee of Unit selection or placement on a waiting list. Payment or payment arrangements for the Spring semester must be completed by December 1 for all students before possession of a Unit is granted and to retain the guarantee of Unit selection or placement on a waiting list.

IV. FEES
Housing Deposit: A $200.00 deposit is required to be paid prior to the acceptance of the Agreement. This deposit is a pre-payment of housing fees.

Damage/Key Deposit: A $200.00 Damage/Key Deposit will be charged to all first time residential students.

Laundry Fee: A $60.00 Laundry Fee will be charged to all students. The College shall not be liable for any matters, claims or any other damages resulting from the interruption of laundry service. There will be no adjustment of monies due to the College’s inability to restore service within a reasonable period of time.

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

Winter Break Housing Fees: If the Student desires to occupy the Unit for during Winter Break, with exact dates being defined by the College Academic Calendar, the student will be charged a flat rate of $100 per week of occupancy.

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 & Conference Services 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.

V. CANCELLATION AND TERMINATION FEES
1. The Agreement is binding until the end of the academic year.
2. If the Student fails to occupy the Unit or if the Student vacates the Unit during the Agreement period without an Agreement release, the Student will continue to be liable for the full amount of the housing charges outlined herein.
3. Agreement Releases:
   a. The Student will be released from the Agreement without a penalty if:
i. The Student is leaving the College for a qualifying academic internship, graduation from the College, or qualifying study in absentia (for purposes of this section, a qualifying academic internship or study in absentia requires prior approval of the college); or

ii. The Student is granted a medical withdrawal from the College or is required to take medical or academic leave from the College

b. The Office of Residence Life & Conference Services may require written verification of (i) or (ii) from the Student’s advisor, college, or physician.

c. The Student will be released from the Housing Agreement if the Student is no longer enrolled in the College. If the Student re-enrolls during the same academic year, the Student will be required to sign a new Housing Agreement.

d. Agreement Releases for any other reason than those listed above may be granted, but only under exceptional circumstances. Agreement Releases due to exceptional circumstances will be determined by, and are at the sole discretion of the Office of Residence Life & Conference Services. All approved Agreement Releases due to exceptional circumstances will result in a cancellation fee of $500.

e. If the Student obtains an Agreement Release, the Student will need to vacate the Unit and turn in the keys on the date specified in the Agreement Release.

f. The Student will receive a prorated refund of any prepaid housing fees, less any applicable fees or charges, based on the College refund policy

4. Agreement Terminations: If the College terminates the Student’s Housing Agreement for cause, the Student will continue to be liable for all housing charges and will not receive a refund of any housing charges. The Student will be required to vacate the Unit as of the effective date of the Agreement Termination.

5. First Semester in Residence: Should the Student wish to cancel this Agreement prior to their first semester living on campus, the Student may do so by contacting the Office of Residence Life & Conference Services in writing, prior to June 15th (Fall Semester) or prior to December 1st (Spring Semester) with no financial penalty:

a. Should the request to terminate the Agreement arrive, in writing, prior prescribed deadline above, 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.

b. Should the request to terminate the Agreement arrive, in writing, after the prescribed deadline above but before the first day of the Occupancy Period, the housing deposit will not be refunded to the Student.

VI. 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 and internet.

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. Furniture provided by the College may not be removed from the Unit. Non-College sanctioned lofts and waterbeds are not allowed in any of the halls.

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 is not adequately resolved, the Student should contact the Resident Director of their assigned building.

Storage: There is no available storage space on campus.

VII. 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 Agreement. 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 Agreement shall be construed as an obligation of the College to offer housing outside the Term.
**Unit Assignment:** This Agreement 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 & Conference Services.

**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 & Conference Services. 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.

**VIII. 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 2 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 & Conference Services.

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 & Conference Services is available for mediation if the Student feels as though they may be at risk or if the Office of Residence Life & Conference Services believes it necessary to have mediation.

Residents may “pull in” eligible Students who currently live in campus housing only when the 2-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 & Conference Services reserves the right to assign or change a Unit assignment at any time.

**IX. RESIDENT RESPONSIBILITIES**

**Code of Conduct:** Students are required to know 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, Sterno products, Toasters/Toaster ovens, extension cords, halogen lamps, outdoor and indoor grills/camp stoves, charcoal/propane/gasoline and/or other combustible liquids, hookahs, oversized speakers (DJ speakers), novelty lights (including non-battery operated string lights and “lava lamps”), air conditioners (except approved Residential Accommodations). 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 & Conference Services, 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 Agreement 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 & Conference Services during a fire situation will result in judicial sanctioning and follow up.
Pets: With the exception of non-dangerous fish, and service and emotional support animals as described below, 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 may result in cleaning charges, the removal of the animal/pet within a 24-hour period, and disciplinary action, which may result in loss of residency.

Service animals are permitted under the Americans with Disabilities Act. Emotional Support Animals are approved in residence halls as a housing accommodation. See the Office of Residence Life & Conference Services’ website for a Housing Accommodations Application Packet.

Guests: The Student may have overnight guests up to 2 nights in a 7-day period, and only if it is convenient for the other students living in the Unit. Guests must observe all College rules and regulations, as the Student is responsible for the behavior of their guests. The Student must escort their guests at all times while in the building, whether staying overnight or not. Guests who wish to be in the halls past 10:00pm must register with the Office of Residence Life & Conference Services and Campus Safety & Security prior to 11:00pm.

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 & Conference Services. 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 the Office of Residence Life & Conference Services 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 that no alterations, repairs, or modifications will be made to the permanent structure and fixtures of the room, including but not limited to: walls, doors, furniture, bathroom facilities, windows, and other equipment in the room. Painting of rooms, suites or any common area or public areas of the residential facilities is prohibited.

Respect Community Spaces: Students are expected to respect common spaces (such as classrooms, lounges, hallways, etc.) by cleaning up after themselves and reporting general repairs. Vandalism will not be tolerated and Students are encouraged to report individuals responsible for such damage to the Office of Residence Life & Conference Services, so the appropriate individuals may be held accountable. Note that damage to community spaces will be divided equally between all residents of that community when the responsible individual cannot be identified.

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.

X. COLLEGE RESERVES THE FOLLOWING RIGHTS

Unit Entry and Search: Manhattanville College or its agent shall have the right to enter and search a Student’s dwelling under the following circumstances:

i. To make necessary repairs or maintenance at any time so as to prevent further damage.

ii. In emergency circumstances when imminent danger to life, health, safety or property is reasonably feared.

iii. In circumstances where a Manhattanville College policy violation is suspected to have occurred or is occurring.

iv. During periodic inspections conducted by the Office of Residential Life & Conference Services and/or the local Fire Marshal.

In addition, the College reserves the right to enter any Unit without prior notification to the Student where circumstances other than or in addition to those described above justify such entry.
XI. 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 must contact the Office of Residence Life & Conference Services 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 established by the College. Should the Student arrive unannounced and should the Student be accommodated by the Office of Residence Life & Conference Services, the Student may be assessed a $75 early-arrival fee, along with additional associated housing costs.

Check-In: On the College designated check-in date, the Student must check-in with the Office of Residence Life & Conference Services 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.

XII. 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 Room Condition Report must be signed, unless the Student waives his or her right to dispute an adverse room condition finding and completes an Express Checkout Form. If the Student is withdrawing before the end of the semester, the Student must contact Academic Advising to complete the process. Should the Student not complete the check-out process, the Student will be charged a $75 improper check-out fee 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 Agreement will be considered abandoned. The College does not take responsibility for any items left in a Unit. If a Student has left belongings in his or her Unit for more than five business days, the Office of Residence Life & Conference Services will dispose of the items and the Student’s account will be assessed for cleaning.

XIII. LIABILITY AND INSURANCE

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.

Insurance: Furthermore, the Students personal property is not covered by College insurance. Students are strongly 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.

XIV. 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 & Conference Services may occasionally choose to additionally inform Students through the use of posters, mailings and flyers and bulletin board postings.

By signing this Housing License Agreement, 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 Agreement. I also understand that I am required to view the Manhattanville College Student Handbook and Code of Conduct in its entirety.

Any Student wanting to live in residential housing must sign this Agreement upon presentation.
This Agreement, 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.