2010-2011
Residential and Food Service Contract Terms
Albright College

1. Formulation of Contract
1.1 For new students, this contract takes precedence over other College publications and shall become binding when the signed contract and the $100.00 confirmation deposit have been received in the Admission Office. No rights shall accrue to either party until such time.
1.2 For returning students not living in apartment housing, this contract takes precedence over other College publications and shall become binding when the signed contract is received by the housing office.
1.3 For returning students living in apartment housing, this contract takes precedence over other College publications and shall become binding when the $300.00 damage deposit is received by the Controller’s Office, and the signed contract is received by the housing office.

2. Grant of Contract
2.1 The College does let to the student, and the student does take as tenant of the College, a space in a housing unit which is operated by the College; such space to be used and occupied as a residence by the student and for no other use or purpose whatsoever.
2.2 The College shall assign a student to a space in accordance with previous established applicant categories and according to the date of receipt of the student’s housing application and payment of all fees required in this contract.
2.3 The College shall have the right not to accept this contract if the student has an unsettled account in the Controller’s Office.
2.4 The College shall assign a College post office box to the student, which shall be the student’s official College mailing address during the term of the contract.
2.5 The College does not guarantee to assign to the student a specific space in a specific unit nor does it guarantee to assign a specific roommate to share the space let herein, but will attempt to honor specific requests whenever possible.
2.6 The College grants no right of storage nor is obligated to provide such space beyond the student’s space assignment.

3. Duties of the College
The College agrees to and shall:
3.1 Provide housing for traditional undergraduate students ages 17-25. On-campus housing is required and guaranteed for all students with first and second year academic status who are not living with a parent or legal guardian. Housing may also be made available to non-traditional students, including Accelerated Degree students, masters level students, 4+1 students and any other students returning for certification, at the discretion of the Housing Director and Dean of Students.
3.2 Furnish utilities and services to each housing unit, including, but not limited to, water, heat, electricity, maintenance, and basic cable.
3.3 Furnish to each student habitable premises containing furnishings and equipment in good working condition.
3.4 Provide maintenance service in the event of mechanical difficulties or interruptions of any utility service, which is under the control of the College and promptly seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the College but not under College control. There will be no adjustment of rent because of the College’s inability to restore services for a reasonable period of time, nor shall the College be liable for inconvenience incurred by the student during such period of time.
3.5 Provide an alternative space assignment or correction of any unsafe condition, which may arise within a housing unit in which the student’s space is situated. Refer to section 2.5.
3.6 Assume no liability for damages to or losses of the student’s personal property, or the property of others in the possession of the student, resulting from loss, fire, flood, theft, vandalism or other causes.
3.7 Provide reasonable notice to the student of all rules, regulations and other requirements applicable to living in student housing.
3.8 Reserve the right to vacate residents from their rooms for brief periods of time for official College functions due to security precautions or any other reason when deemed by the College to be in the student’s best interest. In such event, inconvenience to the student will be kept to a minimum.
3.9 Register the student’s vehicle and provide parking for non-freshmen students (see paragraph 4.18 for freshmen guidelines regarding cars and parking). The College does not guarantee that parking will be available in the most convenient parking area. The student may be asked to park in other parking areas.

4. Duties of the Student
The student hereby agrees to and shall:
4.1 Make no assignment of or sublet the premises assigned, nor move into any premises other than the assigned without advance approval from the housing office, nor at anytime withdraw from the College without officially checking out with the resident staff and the housing office staff. If the student moved into a space that is not assigned to the student, a $50.00 fine will be applied to the student’s account.
4.2 Make no nonresidential use whatever of any portion of the building in which the space is situated.
4.3 Make no alterations, additions, improvements, repairs or changes to the space or the furnishings or equipment assigned without prior written consent of the College; and assume liability for any alterations, additions, improvements, repairs or changes made without such consent.
4.4 Commit no waste within the room; nor in the building in which the space is situated; nor maintain or permit any such abuse of any portion of the building or the College property.
4.5 Make no alterations, additions, improvements, repairs or changes to the space or the furnishings or equipment assigned without prior written consent of the College; and assume liability for any alternations, additions, improvements, repairs or changes made without such consent.
4.6 Furnish utilities and services to each housing unit, including, but not limited to, water, heat, electricity, maintenance, and basic cable.
4.7 Indemnify and hold harmless the College and its employees from any and all suits, claims, demands, damages, liabilities, costs and expenses, including reasonable attorney’s fees, resulting from or arising out of any injury to the student’s person or property, or the property of another, or the property of any other individual or the property of another in the possession of the student, which occurs in or about the premises of the student’s building which may occur during the term of the contract.
4.8 Accept and comply with all rules and regulations on conduct and all policies for housing facilities as published in The Compass, The Community Living Guide, and all other College policies.
4.9 Allow the College to enter the space for routine inspection at reasonable hours and non-routine inspection at all hours where circumstances necessitate repair or alteration of the room, where there is sufficient reason to believe violations of College rules and regulations are occurring, where there is sufficient reason to believe that an occupant of the room may be physically harmed or endangered, where College property is endangered or where possible emergency circumstances exist.
4.10 The College grants no right of storage nor is obligated to provide such space beyond the student’s space assignment.
4. Duties of the Student (continued)

4.14 Vacate the room space during building closings at the designated time unless prior approval is given by the housing office officials at least 48 hours in advance of closing.

4.15 Vacate the room space within twenty-four (24) hours of withdrawing or being dismissed during the academic year, or a $30.00 improper check out fee will apply.

4.16 Avoid by all procedures established by the Office of Housing and Residential Learning when leaving housing for any reason. If the student does not check out properly, the student is liable for all housing charges against the student’s account, including but not limited to a $30.00 improper check out fee. Personal items of the student’s remaining in the room will be removed and stored at the student’s expense for a period not to exceed fifteen days. Any items remaining thereafter shall be declared abandoned and the College will dispose of them.

4.17 Avoid by all room/building change policies established by the Office of Housing and Residential Learning. If the student does not follow the room/building move policies, a $50.00 improper room change fee may be charged.

4.18 Register the student’s vehicle with the Department of Public Safety and adhere to all parking regulations. The student will be issued a parking permit. Because of limited parking, the freshman student is not permitted to park on campus but must register his/her vehicle. Failure to do so is a violation. The College reserves the right to make changes in the parking regulations at anytime without notice.

4.19 Adhere to all policies related to the use of telecommunication services (internet access, electronic, mail, telephone, voice mail, etc.) as outlined in The Compass or promulgated from the Department of Information Technology Services and/or the Office of Housing and Residential Learning.

5. Payments

5.1 The new student shall pay the College upon submission of the housing application/contract, a confirmation deposit of $100.00 as scheduled in the important facts sheet. If the new student’s confirmation deposit or damage deposit check is returned by the bank, the new student’s application will be held aside and not accepted. In addition, the new student will be assessed a return check bank fee. The new student will remain liable for housing and food service costs under this contract.

5.2 After notification of a space assignment, the student shall pay the balance due in accordance with the Controller’s Office policies (for more information, see the housing and food services fees). If the student enrolls and fails to occupy the assigned space, full cost of the space and meal plan will nonetheless be due.

5.3 The College reserves the right to increase housing and food service fees as deemed necessary and appropriate.

5.4 Should the student maintain his or her annual residential housing and/or food service contract for both the fall and spring semesters for any reason, including cancelling either or both aspects of the contract, separate Interim session and spring semester fees will be charged (see fee schedule for specific housing and/or food service fees).

6. Term of the Contract

6.1.a The term of this contract for the student entering FALL SEMESTER is based on the general College academic calendar year and is for the ENTIRE ACADEMIC YEAR (two semesters) commencing on the first day of fall semester and terminating within twenty-four (24) hours of the student’s final spring semester exam (unless an exception is granted) or upon the student’s graduation, but not including official recesses. The term of the contract for the student entering FALL SEMESTER will include the interim session only if the student is enrolled in classes, or participating in approved co-curricular activities.

6.1.b The term of the contract for the student entering INTERIM SESSION is for the Interim session and spring semester, commencing on the first day of Interim session and terminating within twenty-four (24) hours of the student’s final spring semester exam or upon the student’s graduation, but not including official recesses.

6.1.c The term of the contract for the student entering SPRING SEMESTER is for spring semester, commencing on the first day of spring semester and terminating within twenty-four (24) hours of the student’s final spring semester exam or upon the student’s graduation, but not including official recesses.

6.1.d The term of the contract for the student entering a SUMMER SESSION is for that summer session only, commencing on the first day of the session and terminating within twenty-four (24) hours of the student’s final exam or upon the student’s graduation.

6.2 Until all available space is exhausted, the student classified as a freshman (having completed less than 8 semester courses) will be required to live in College-owned student housing and participate in the Albright Gold 20 or Silver 14 Flex meal plan options. The freshman student who is residing with a parent or legal guardian, who has been approved by the College, is exempt from this requirement. The student who has lived in College-owned student housing for two semesters (four summer sessions of residence equals one semester) but who has not yet attained sophomore standing, will be considered to have met the freshman housing requirement.

6.3 Until all available space is exhausted, the student classified as a sophomore (having completed more than 8, but less than 16, semester courses) will be required to live in College-owned student housing. The sophomore student who is residing with a parent or legal guardian, who has been approved by the College, is exempt from this requirement. The student who has lived in College-owned student housing for four semesters (four summer sessions of residence equals one semester) but who has not yet attained junior standing will be considered to have met the sophomore housing requirement.

6.4 If a first-year student is placed on a waiting list and an assignment cannot be made, a refund of the $100.00 confirmation deposit will be made. Once the student on the waiting list has been assigned a space, has received confirmation of this space and paid the $100.00 confirmation deposit, the contract is binding.

6.5 After a contract and confirmation deposit are received by the Office of Housing and Residential Learning, if the first-year student decides not to attend Albright College or decides to attend and live-off campus, the confirmation deposit will be applied to the student’s account, if written notice is received in the housing office, BEFORE the deadline, which is set prior to the beginning of the contractual period (see important facts sheet for deadlines).

6.6 The College shall have the right to terminate this contract if the student fails to occupy the assigned space on or before the first day of classes and does not give proper notice of later arrival to the housing office; and the student will be assessed a $500.00 cancellation fee.

6.7 The College shall have the right to terminate this contract immediately upon breach of any term of this contract by the student, specifically including violation of any College regulation by the student whether such regulation be now in effect or later enacted and promulgated, or if the student is not registered as a full-time student (at least 3 courses each semester) or for other reasons as detailed in The Compass or The Community Living Guide.

6.8 The College shall have the right to require a student who has acquired an illness or other medical condition that requires on-going monitoring and/or attention of a nature that is over and above the capabilities of the residential housing staff and/or services beyond those that are routinely provided by the Gable Health Center, to leave residential housing within 48 hours, unless additional time is requested and approved by the Dean of Students. Determination of such conditions shall be at the sole discretion of the College.

6.9 If student does not intend on occupying a compatible space in College-owned housing after executing the contract, the student must notify the housing office in writing by specified deadlines (see important facts sheet) to terminate this contract without financial penalties.

6.10 If the contract is terminated for any other reasons, after specified contract termination deadlines (see important facts sheet), the student will be charged on a prorated basis according to the schedule maintained by the Controller’s Office and will be assessed a $500.00 cancellation fee. If only the housing portion of the contract is terminated (i.e. meal plan is retained) after specified contract termination deadlines, the student will be assessed a $300.00 cancellation fee.

6.11 The student can remain in student housing during Interim session if he/she is enrolled in classes at Albright College or is participating in an approved College-related activity recommended by the appropriate Vice President and approved by the Vice President for Administrative & Financial Services.

6.12 The student may appeal terms of the contract if he/she feels there are extenuating circumstances. Appeals will be reviewed by a residential and food service appeals committee. Appeals must be made in writing, with supporting documentation, and submitted to the Director of Housing and Residential Learning within ten (10) business days of the student’s departure. The student will be notified, in writing, of the decision of the appeals committee.