

2018–2019 HOUSING OCCUPANCY AGREEMENT — Instructions: Please Read This Section Carefully

Fitchburg State University desires to provide on campus housing for its students at the lowest possible rate and, for that reason, must operate the residence halls on an agreement basis for the **FULL ACADEMIC YEAR**.

If you need to change your housing status, you MUST cancel it by contacting the Housing and Residential Services office. Cancellation fees may apply—the full schedule of fees can be found in Section V of this agreement. Cancellation will not be processed until BOTH the cancellation form and the associated fees are received.

The following terms and conditions are the basis for which all residence hall students must abide. Please read them carefully. If you do not understand any portion of these terms, please contact Housing and Residential Services at (978) 665-3219.

I. ELIGIBILITY

To qualify for university housing a student must be an undergraduate degree seeking student, with less than 120 credits and/or 8 total semesters of campus residence, who is registered for at least 6 credit hours and who is without academic, disciplinary, or other infractions warranting exclusion from university housing. Students who have applied for May graduation will not be eligible to sign-up for housing or participate in room selection events for the following academic year.

II. OCCUPANCY AGREEMENT PERIOD

This agreement financially obligates you, the student, to a contract that lasts for the full academic semester, as long as you are enrolled as a student. If you are enrolled for both semesters (fall and spring), you are financially obligated for both semesters. If you enter into this agreement for the spring semester only, you are obligated to perform on this agreement through final closing of the residence halls for the spring semester.

Students may occupy their assigned space from the date designated as the opening of university housing to the date designated as the end of the each semester in the university's academic calendar with the exception of breaks and periods halls are rendered closed.

Unless students are notified otherwise, residence halls will be closed during the Winter break (between fall and spring semester) and Spring Break. Should selected residence halls remain open for a break, students who reside in that facility will be notified of this option and would be required to pay an additional fee if they choose to extend the agreement period to include break housing. When residence halls are closed for breaks, residents of these and other units who are not under an occupancy agreement will be required to vacate their rooms.

Occupancy is defined by issuance of a key/card access to the student for a specified room and does not require actual physical presence by the student and/or his/her possessions.

III. ACCEPTANCE OF OCCUPANCY AGREEMENT

The signature/online acceptance of the student on his/her housing occupancy agreement signifies that the student has read these terms and conditions and agrees to abide by all conditions, terms and policies specified in this agreement and binds the student to this agreement upon acceptance by Housing and Residential Services.

IV. OCCUPANCY AGREEMENT TERMINATION**A. Occupancy Agreement Termination by the Student**

The student may terminate this agreement by giving written notification to Housing and Residential Services under certain circumstances (refer to section XV). If the student has occupied the assigned space, he/she must follow proper check-out procedures as published in the Residence Hall Policies and Procedures Handbook. Occupancy is defined by issuance of a key/OneCard to the student for a specified room and does not require actual physical presence by the student and/or his/her possessions. Failure to check-out properly will result in a \$25 charge for resulting administrative costs. Additional costs may be assessed for a lock recombination. The student must contact Housing and Residential Services directly to terminate his/her agreement.

B. Occupancy Agreement Termination by the University

Upon reasonable notice and for good cause, the university reserves the right to terminate this agreement at any time. Examples of good cause include, but are not limited to: 1) a change in student status, including academic or disciplinary sanctions; 2) failure to attend classes; 3) failure to remain a degree seeking student; 4) failure to make payment of required charges by announced deadlines; 5) failure to comply with state or federal laws, residence hall policies and regulations, or rules and regulations as described in the Student Handbook, Residence Hall Policies and Procedures Handbook, this agreement and/or terms, or any other published rules and regulations of the university; 6) failure to admit an officer or agent of the university for reasonable inspection of the room for health, safety, sanitation standards; 7) failure to comply with the direction or order issued by any officer of the university; 8) possession, sale or use of drugs; 9) tampering with life safety equipment or otherwise endangering the safety and/or security of other residents; 10) failure to occupy the assigned space before the established deadlines for each semester.

Should this agreement be terminated, the student will be required to vacate the residence hall within 48 hours unless special permission, in writing, has been obtained from the Director of Housing and Residential Services or a designee of the department. In the event the student does not vacate within the allowed time period the room lock will be changed at the student's expense. Any property of the student remaining in the residence hall room or building will be treated as abandoned property and disposed of at the conclusion of the student's 48 hour leave window. All charges for removal, disposal and storage will be assessed to the student.

Termination for any of the above conditions will result in the student being liable for all charges assessed during the term of this agreement and will not receive any refund for current semester room and board fees, forfeiture of their reservation/security deposit, being financially responsible for any room damages and unreturned keys, and be required to properly check-out with a residence hall staff member.

V. OCCUPANCY AGREEMENT RELEASES AND CANCELLATIONS**A. Occupancy Agreement Releases**

A student may request, in writing, a release from this agreement under the following conditions with no penalty if granted:

- Graduation
- Student Teaching outside of Worcester County
- Practicum / Internship outside of Worcester County
- Nursing Practicum outside of Worcester County

A student may request, in writing, a release from this agreement under the following conditions, but will forfeit their deposit if granted:

- Withdrawal from University
- Transferring to another school

B. Buy-Out of Occupancy Agreement

A student wanting to be released from his/her agreement for any other reason must participate in the Buy-Out option by paying 35% of room charges for the subsequent semester.

A student cannot participate in the buy-out option for the current semester. All buy-outs must be filed by the published deadline. Students who participate in the Buy-Out are not eligible for a refund of their deposit.

C. Returning Student Cancellation Policy

Current residents who complete an occupancy agreement, thereby reserving a space for the full academic year, may request, in writing, to cancel this agreement by:

April 15 to receive a refund of the housing deposit.

Cancellation requests received:

April 16–June 30 will result in forfeiture of the deposit and being assessed a \$50.00 cancellation charge.

July 1–July 31 will result in forfeiture of the deposit and being assessed a \$150.00 cancellation charge.

August 1–Opening will result in forfeiture of the deposit and being assessed a \$250.00 cancellation charge.

Opening is defined as opening day of the residence halls on the academic calendar.

All cancellation dates will be established by postmark or fax date on the written request.

D. Incoming Student Cancellation Policy

Upon receiving a signed agreement and deposit, this agreement will be accepted by Office of Housing and Residential Services for assignment. A student may request, in writing, to cancel this agreement by August 10 with no penalty. Students who cancel their agreement after this date and before opening, defined as opening day of the residence halls on the academic calendar, will be assessed a \$150.00 cancellation charge and will forfeit their deposit.

E. Cancellation After Occupancy is Scheduled to Begin —“No Shows”

Cancellation after occupancy is scheduled to begin, defined as opening day of the residence halls on the academic calendar, will result in the student being held financially responsible for their room charges for the semester as long as they are enrolled at Fitchburg State University.

VI. ASSIGNMENT OF SPACE

A. Assignment

All eligible returning residents who apply for housing by the published deadline are guaranteed university housing. Returning residents who applied late and did not meet published deadlines will be placed on a waiting list. Current students who reside off campus will be placed on a waiting list, and will be assigned pending availability of space. Incoming students who meet agreement/deposit deadlines are guaranteed university housing and will be assigned on a first-come-first-served basis. The receipt date of the reservation/security deposit determines priority; the last receipt date will determine priority if sent separately.

While every attempt will be made to honor building preferences and mutual roommate requests, the university reserves the right to reassign students to other rooms and/or buildings for cause(s) deemed sufficient by Housing and Residential Services. This occupancy agreement is for a space, not a particular room. Roommate requests must be mutual and will be assigned based on the receipt date of the last student to apply for university housing.

If a student fails to occupy his/her assigned space before 5:00 pm on the first day of classes without notifying Housing and Residential Services of a delayed arrival, the space may be reassigned and the student declared a no-show. Students declared to be a no-show forfeit their reservation/security deposit and students who continue to enroll in classes at Fitchburg State University will be held financially responsible for their occupancy agreement.

B. Expanded Occupancy

If the words “EXPANDED OCCUPANCY” appear on your room assignment letter, the student is eligible for regular spaces unclaimed by the assignees, provided the student checked into the “expanded occupancy” assigned space. Moves out of “Expanded Occupancy” spaces are based on receipt date of housing occupancy agreement, except where extenuating circumstances may necessitate deviation from that order. If a student is assigned to “expanded occupancy” beyond the consolidation period, the rental fee for all residents in the expanded occupancy will be reduced by 20% according to the guidelines established by the Massachusetts State College Building Authority.

C. Occupancy

A room may only be occupied by the person(s) properly assigned to the room. Neither room assignments, nor the occupancy agreement, are transferable and occupancy by a student or other person without authorization is not permitted. Room changes are not permitted during the first two weeks of classes of the fall and spring semesters. This “freeze” period allows Housing and Residential Services to identify “no shows” and stabilize occupancy records. Changes of room assignments are permitted according to the guidelines outlined in the Residence Hall Policies and Procedures Handbook. If a student completes an unauthorized room change, that student will be required to return to his/her originally assigned space, may be denied the opportunity to participate in any other room changes, and will be assessed a \$25.00 administrative charge.

If the unit occupied is a disabled-accessible unit, and the student is not disabled in a manner which requires him or her to have a disabled-accessible unit, the student agrees to transfer to a non-disabled-accessible unit if the accessible unit is needed for a disabled student.

D. Consolidation

Students who are in a double occupancy room, but who find themselves without a roommate for whatever reason, may be required to consolidate. Consolidation involves either: 1) moving to another room or 2) finding someone else in the same situation to move in with you. In cases where none of the consolidating parties wishes to move, priority to remain will be determined by (1) length of room occupancy, (2) length of enrollment by credit hours, and (3) date of receipt of occupancy agreement.

E. Non-Discrimination Policy

The university prohibits discrimination on the basis of religion, race, creed, age, gender, veteran status, color, disability, sexual orientation, or national origin in the assignment of persons as roommates.

VII. MEAL PLAN REQUIREMENT

All students electing to live in university housing, except for Apartment and Cedar Street residents, are required to select one of the following meal plans.

Apartments, Cedar Street, and Simonds Hall ONLY—5 meals per week, one per day Monday to Friday, plus 50 Dining Points per semester

10 meals per week—any 10 meals seven days a week, plus 75 Dining Points per semester

15 meals per week—any 15 meals seven days a week, plus 100 Dining Points and 5 guest meals per semester

Freedom meal plan—Unlimited number of meals in Holmes Dining Commons, plus 125 Dining Points and 5 guest meals per semester.

There is no refund for missed meals or carry over to the next semester. Changes in the meal plan selected may not take place after the third week of classes. Meal service is not provided during Thanksgiving, winter and spring breaks.

Students may also add additional money to their Fitchburg Gold account which can be used on campus and at approved off-campus vendors. Fitchburg Gold is not refundable. On-campus dining service and all retail food units are operated by Chartwells Inc. on behalf of the university.

OneCards are not transferable and may not be loaned. A non-refundable charge of \$25 is assessed for each replacement card.

VIII. DEPOSIT AND AGREEMENT PAYMENT

A. Deposit

A housing deposit of \$150 is due before the student submits a housing application and signed online occupancy agreement, if a deposit is not already on file with the university. The deposit will be refunded upon proper completion of this occupancy agreement or subsequent occupancy agreements. Upon satisfactory completion of the occupancy agreement per current release terms, the deposit will be refunded/applied to the students' Fitchburg State University account.

B. Payment

The room and board charges at the prescribed rate per academic semester are payable in full at the time of payment of tuition and fees for each semester. All other charges must be paid in full upon notification of charge. If payment is not made by the stipulated deadline, late fees may be assessed. In addition, failure to pay all outstanding charge will result in a HOLD being placed on the students account which may prohibit further registration, issuance of transcripts and other records, and face loss or removal from student housing. Failure to make payment by appropriate deadlines may result in termination of this occupancy agreement. If charges are not paid and the university requests assistance from a collection agency, the student is responsible for any additional collection fees.

Residence hall and meal rates for the academic year will be announced during the Spring of the academic year prior.

IX. REFUND

A student who withdraws or is required to withdraw from the university during a semester, or whose occupancy agreement is properly cancelled (see section XV Occupancy Agreement Release), may receive a prorated refund of housing and meal plan fees, determined by the date the student removes all personal belongings from the assigned room, returns key, and officially checks out of the residence hall. No refunds will be made after the 10th week of classes, for a fractional part of a week, or if the student is removed from housing for disciplinary reasons.

X. RESIDENCE HALL FACILITIES AND POLICIES

This agreement is not intended to create a usufruct or convey any tenancy or other property interest to the student, the intent being instead to create a licensor/licensee relationship subject to the terms and conditions stated herein. The residence halls are considered private property, reserved for the exclusive use of resident students, invited guests, and authorized University personnel. Residents are responsible for abiding by all University and residence hall policies and for informing their guests of said policies. Residents are held responsible for the behavior of their guests and all activities originating from their assigned rooms. Violations of any of the provisions in this occupancy agreement or those outlined in The Student Handbook, University Housing Handbook, or any other university policies will be considered violations of the occupancy agreement and grounds for removal from university housing. Violations will be referred to appropriate university personnel for disciplinary action and also may be referred to law enforcement officers for investigation and prosecution under applicable criminal laws.

Students shall have equal rights to use lounge areas, hallways, baths, and other common spaces and agree to respect the rights of other students in such areas. These facilities include, but are not limited to, study lounges, main lounges, recreation rooms, laundry rooms, bathrooms, etc.

A. Student Rooms/Furnishings

Any room furnishing added by a student must be free standing, and no part of one's personal furnishings may be attached, wedged, or secured in any manner to the ceiling, floor, walls, or university furnishings in the room. No item may be located so as to obstruct direct access to the door or windows so that evacuation is hindered. No university room furnishings may be altered from their intended design or removed from the room by the student or his/her guest(s). Lofted beds are not available to students who are not housed in additional occupancy rooms.

No common area furniture may be taken from the lounges or other areas and placed in student rooms or moved to other locations. No personal property may be stored in public areas.

B. Appliances/Equipment

Residence halls have varying design and construction and as such the university reserves the right to impose reasonable requirements with respect to the use of appliances or equipment in the residence halls. Some examples of items not permitted in the residence halls are listed below; however, this list is not all-inclusive.

1. Refrigerators with internal dimensions larger than 4.0 cubic ft.
2. Air conditioners or ceiling fans.
3. Waterbeds
4. Halogen Lights
5. Hot plates, toaster ovens, deep fat fryers, open flames, open coil appliances.
6. Microwaves with wattage greater than 1000.
7. Kerosene heaters or electric heaters, electric blankets, burning candles and/or incense, or explosives.

All permitted units and cords must be UL approved. The university reserves the right to determine the danger of electrical appliances/cords and to require their removal or to permanently confiscate them if student fails to remove the designated item in a timely manner.

C. Pets

Pets are not permitted in the residence halls except fish in tanks not larger than 20 gallon capacity and trained guide dogs for visually/hearing impaired residents or guests.

D. Community Policies

Because the residence halls comprise a unique community living situation, policies that provide for the health, safety, and security needs of all residents are a necessity. These policies foster a cooperative living environment and prohibit behaviors which adversely affect the residence hall community.

1. Rights of Others: In order to maintain the academic atmosphere of the residence halls, students are expected to conduct themselves in a considerate manner with regard to the rights, safety, and needs of others. Accordingly, students are obligated to live in a cooperative manner with roommates and other residents. Students are expected to recognize and respect the authority of university staff and to comply with requests they make in the performance of their duties.
2. Fire Safety and Other Safety Issues: (A) Possession or use of fireworks, explosives, flammables, hand guns, rifles, shotguns, weapons of any kind, including BB guns, stun guns, knives, martial arts equipment, laser pens, bows and arrows, etc., or other objects with the potential to cause bodily harm, are prohibited. (B) Burning candles and/or incense, use of grills, any open flame apparatus, or explosive devices are prohibited. (C) Fire fighting, detection and alarm equipment is provided for the protection of all residents. Misuse of or tampering with this equipment is a violation of university regulations and state criminal statutes, and may result in any one or combination of the following: immediate termination of this occupancy agreement, university disciplinary action, and criminal fines and/or imprisonment. (D) Students are

required to evacuate a residence hall when a fire alarm is activated or during other emergencies. (E) No objects are to be thrown or dropped from balconies, roofs or windows. (F) Propping open corridor or stairway fire/smoke doors, opening a secured outside door of a residence hall or improper use of emergency exits is prohibited. (G) Threats or acts of bodily harm are prohibited. (H) Blocking or obstructing corridors, breezeways or stairways is prohibited.

3. **Alcohol and Drugs:** Students 21 years of age and over are permitted to possess and consume alcoholic beverages in accordance with state and university policies and regulations. Fitchburg State University policy permits students 21 years of age and over to consume alcoholic beverages only within the confines of their own residence hall room or residence hall rooms in which invited guests of students 21 years of age or older are present. Common containers (ie. Kegs, party balls, punch bowls, or other large containers) are not permitted within the residence halls. The possession or consumption of alcoholic beverages in public areas is not permitted. Residents who choose to consume alcoholic beverages are responsible for their actions and should their behavior detract from the living environment they will be held accountable through the discipline process. The university prohibits the illegal or abusive use of drugs. Please reference The Student Handbook and the Residence Hall Policies and Procedures Handbook concerning use of alcohol and/or other drugs.
4. **Quiet Hours Policy:** Students shall observe and respect the rights of other students occupying university housing. Students will avoid excessive noise levels and will observe quiet hours for study established in each residence hall.
5. **Visitation:** The university permits visitation of guests in a student's residence hall room at certain times and under certain conditions as specified in the Residence Hall Policies and Procedures Handbook. Residents are responsible for the behavior of their guest. Overnight stays are limited to two (2) overnight stays within a ten (10) day period.
6. **Other:** The living and studying conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the university and all of its other students. Therefore, Housing and Residential Services may make changes in official administrative policies as deemed necessary in the interest of health, safety, discipline of students or university employees, or for educational purposes, and the student shall abide by such changes in policies. Campus policies and regulations are published in The Student Handbook, the Residence Hall Policies and Procedures Handbook, this Agreement Booklet, and other documents which address particular operations of the university.

E. Solicitation

No solicitation is allowed in university housing. No student may operate a business or other commercial enterprise from his or her residence hall room or any other part of the campus without expressed written consent of the university.

XI. DAMAGE CHARGES

Students are responsible for loss or damage to furnishings or equipment in the residence hall room to which they are assigned. When damage occurs to any part of the public area of your community (hallway, lounges, bathrooms, etc.), all residents of the living community will be notified and held responsible for cost of the repair. Students will be billed for the replacement or repair of any university property they damage or lose. For more information on the community assessment process refer to the Residence Hall Policies and Procedures Handbook.

At the time a student occupies a room, a Room Inventory & Checkout Form must be completed. This form establishes student responsibility for the room condition, furnishings, and room key/OneCard. It includes a check-in inspection section which must be

checked and signed by both the occupant and a staff member upon moving into the room and when vacating and checking out. Any damages, beyond normal wear and tear, upon check-out will be charged to the student. Students vacating rooms are expected to remove all trash and personal belongings from rooms and be officially checked out by the Resident Director. Final billing will be assessed by the Resident Director once rooms are vacated.

XII. KEY/ONECARD

Students are issued a key/OneCard at the time of occupancy at no charge. If a key/OneCard is lost, the students will be charged to replace the core and cut new key/OneCard. When a room is vacated, it is the responsibility of each student to turn in the keys to the Resident Director or Resident Assistant and see that the check-out form is reviewed. If a key is not returned by the resident, it is considered an improper check-out and the lock will be automatically recombined at the student's expense. It is the responsibility of all residents to keep their key with them at all times. It is not the responsibility of the residence hall staff to unlock doors.

XIII. RIGHT OF ENTRY SEARCH AND SEIZURE POLICY

The university reserves the right to enter the student's room in the following instances: (A) when there is sufficient reason to believe that an occupant of the room may be physically harmed or endangered; university property is being endangered; university policy is being violated; (B) to make periodic health, safety, and maintenance inspections; or (C) to make routine physical repairs to university property. If there is some specific reason to suspect that a criminal offense has taken place or that evidence of that offense may be secured in that room, the warrant requirement shall be followed. If in the course of entry as described above, illegal materials are found in plain view they will be removed and the student will be notified of the confiscation and face possible disciplinary action.

XIV. LIABILITY

Residents are responsible for their belongings. The university does not assume responsibility for loss of, or damage to, personal articles through fire, water, theft, or any other cause. Additionally, the University is not responsible for personal property left by students during vacation periods; after the date of their withdrawal, transfer, departure, suspension or dismissal from any room in a university residence hall. The university suggests that students insure their personal property.

XV. UTILITIES

The residence hall fee charged under this agreement includes the following utilities: electric, sewer, water, gas, local telephone service, basic cable TV, and data access to the university computer network. Residents shall use utilities in a conservative, economic, and efficient manner. Failure of utility services will not render the university liable for inconvenience to residents or damage to property, nor abatement of agreement residence hall charges owed, nor relieve residents of obligation under this agreement. Utility services may be reduced or cut off during prolonged vacation periods in the interest of energy conservation or maintenance and safety.

XVI. ADDENDA

Housing rules and regulations appearing in the most recent Student Handbook, Residence Hall Policies and Procedures Handbook or revisions thereto as may be periodically instituted by Housing and Residential Services, are made a part of this agreement.