



2011-2012 On Campus Housing Contract

Introduction

The *Contract for On-Campus Housing*, which is called the “*Contract*”, is an agreement between Mary Baldwin College Residence Life, which is called the “*College*,” and the student whose name appears on *the Contract Acceptance Form*, who is called the “*Student*.”

The term “*Residence Hall*” as used in this document describes all college owned residential facilities such as residence halls, houses, and apartments.

The contract represents an academic year obligation beginning the first day the residence halls open in the fall and ending when the residence halls close after May Term as published in the calendar on the Residence Life web page, and includes any break times and other periods of extension. The Contract may be extended for subsequent years the student is enrolled at the college. This is accomplished by the student’s participation in the annual Housing Selection Process where the student is asked to sign a new Contract Acceptance Form.

The Student is responsible for carefully reviewing all information including the terms and conditions of the Contract before signing the Contract Acceptance Form. Additionally, the Student acknowledges review of all housing policies and procedures listed on the Mary Baldwin College website, including not but not limited to the Administrative Policies and Procedures and the Judicial and Honor Codes as they pertain to the residential living environment.

The student understands that this Contract is for a space in the residence halls and not for a specific room or building.

Eligibility and Priority

Campus housing is available to all undergraduate students who are registered as a full-time student, defined as registered for at least twelve (12) semester credit hours. Students who drop below full-time status during the term of the contract and wish to remain in campus housing must submit a request in writing which is subject to approval.

Students currently enrolled at Mary Baldwin College are provided priority to return to campus housing for the upcoming contract period by participating in the Housing Selection Process. Prior to the selection process, a certain number of rooms/spaces will be reserved for incoming first year students and those spaces will not be available to returning students. Returning students who do not participate in the Housing Selection Process will be assigned rooms after incoming first year students are placed if there is space available.

General Terms and Conditions

Assignments

The room assigned to the student by the Office of Residence Life will be used by the student solely for residential and educational purposes while enrolled at the College.

The College reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall to another.

It is the policy of the College to assign roommates without regard to race, color, national origin, religion, age, sexual orientation, or disability.

Consolidation of Open Spaces

The College may consolidate rooms to full capacity when vacancies occur and may move students to another room when such consolidations become necessary. Students who have not contracted for a designated single room, do not have a roommate, and have been requested to consolidate may either select another roommate or change rooms. Any room change must be approved by the Office of Residence Life and must be completed within five days after notification to consolidate. If the consolidation has not occurred within this five-date period, the student may be relocated or will automatically be charged and required to pay the single room rate.

Double Room as a Single

In the event one of the occupants of a double room moves out, the remaining student has several options. The remaining student can request another particular student to move in the room. The new roommate and remaining one can initiate this by contacting the Office of Residence Life. If the remaining student does not have another roommate in mind, the Office of Residence Life can assign another student. In this option, the remaining roommate must maintain the room in an appropriate condition to accept another student and refrain from any inappropriate behavior that discourages the prospective roommate from accepting the assignment. If the remaining student does not wish to have a roommate, the student may request retention of the room as a single accommodation at the prevailing single rate as space is available and upon approval by the Office of Residence Life. The additional fee is applied for the remainder of the contract period and is prorated. If the remaining student does not accept another roommate or wish to guarantee the room as a single, the remaining student will be consolidated.

Single Rooms

The College offers a limited number of designated single rooms. Single rooms are reserved and assigned first to those students with a documented need. Should the number of designated single rooms exceed the number of students with need, said rooms will be offered in the Housing Selection Process to the general student population. A student assigned to a single room agrees to pay the single room fee charged to the student account.

Room Change

The College is charged with keeping accurate records of student room assignments. If a change is desired, a request is submitted to the Office of Residence Life by the student. Approval is given by the Office of Residence Life. Students may initiate room changes only with approval from the Office of Residence Life.

Room Condition

Upon check-in, the student is issued a Room Condition Report prepared by the Physical Plant Office. The report details the condition of the room. The room will once again be inspected upon check-out by the Physical Plant Office and any changes not attributed to normal wear and tear will be assessed as damages and charged to the occupants of the room.

Alterations

No alterations or repairs may be made to the assigned room, its furnishings or equipment without express written consent of the Offices of Residence Life and Physical Plant.

Room Furnishings

The student is individually responsible for the proper care of the room and its furnishings and equipment, and is jointly responsible with other students in the suite, floor, or residential facility for the proper care of common areas, furnishings and equipment. All College furniture must remain in the room. Charges for missing or damaged furniture will be shared by each occupant of the room and assessed to the student account.

Damages - Individual

Charges will be assessed for students who are responsible for damage to a room or public area throughout the term of the Contract. Residents may be billed directly for repairs, cleaning, furniture replacement, lost or non-returned keys, or other College owned furniture or equipment. Damage assessments are conducted by the Physical Plant Office and applied to the student account.

Damages – Group

In public areas of the residence halls, including but not limited to lounges, hallways, kitchens, elevators and bathrooms, the replacement or repair costs for damages are assessed to an individual when responsibility can be determined. However, when individual responsibility for damages cannot be determined, the residents of a floor, suite, wing or entire hall are collectively responsible for repair or replacement costs. Damage assessments are conducted by the Physical Plant Office and applied to the student account.

Abandoned Property

Any personal property left in the residence hall after a student leaves the college, will be considered abandoned. Notice will be sent to the student that the College will dispose of the items if not claimed within a specified amount of time. Should the items not be claimed by the time specified, the items will be disposed of by the College.

Residence Hall Opening and Closing Dates

Residential facilities will open and close at specific dates and times as published in the operational calendar on the Residence Life web site. Students are not permitted to stay in the residence halls during Thanksgiving or Winter Breaks. Students are permitted to remain in the residence halls during Spring Break only with permission from the Office of Residence Life. Students must vacate the residence halls by the specified times and may not return until the halls officially reopen. Students must vacate their rooms within 24 hours of their last exam. Graduating seniors have until 4pm to vacate the halls on the day of Commencement.

Commercial Enterprise

Personal business enterprises shall not be conducted in or from the College residential facilities, including Internet related business operations.

College Liability

The College does not assume any obligation or liability for loss or damage to items of personal property which may occur in its building or on its grounds, prior to, during or subsequent to the terms of this Contract. Students are urged to purchase renter's insurance for protection against loss or property damage.

Guests

Only the assigned students are legal occupants of the room. All others are considered guests and must comply with all campus regulations. Students are responsible for the behavior of their guests.

Leave of Absence or Withdraw

Students taking a leave of absence or withdrawing from the College are required to check out of the residence halls within 24 hours of their last day of classes.

Use of Room Spaces

The College reserves the right to use all room spaces as necessary. It is the responsibility of the student to notify the Office of Student Life if she is not returning to the college. When the vacancy occurs, the college may assign a new occupant.

Room Entry

The College respects the privacy of the student but does reserve the right to enter rooms when deemed necessary to perform routine maintenance or address an emergency health or safety situation.

Smoking

All residential facilities (individual rooms and public areas) are smoke free. Students may smoke on the Mary Baldwin campus in designated smoking areas only.

Medical Needs Accommodation

The College seeks to provide special housing accommodations for students with medical needs where possible. A student must submit a request for accommodation in writing. A request consists of completing the Medical Needs Accommodation form and providing accompanying documentation provided by a physician and/or licensed mental health care provider. Requests must be received by the deadline published by the Office of Residence Life. Requests are reviewed on a case by case basis and evaluated in conjunction with the MBC Health Center professionals. A student must annually resubmit a request and provide updated documentation.

Assignments for medical needs are made on a first come, first served basis. Assignments are made based on meeting the documented need and not on the basis of meeting a request by the student for a particular room or building.

Housing Deposit

Returning students must pay a non-refundable advance deposit and clear their student account of any assessed charges in order to participate in the Housing Selection Process.

Termination of Housing Contract

The student may terminate the contract by notifying the College of their intent in writing and vacating the room within 24 hours of notification. Students wishing to move-off campus must notify the Office of Residence Life by submitting an Off Campus Housing Form. Students requesting a Leave of Absence and or Withdraw from the College must also notify the Office of Student Life and complete the appropriate paperwork.

The College reserves the right to terminate the housing contract of a student if the student's behavior is disruptive to the residential environment or if the student is a threat to self or others. Specific examples of this include but are not limited to the following.

- A student whose behavior necessitates unusual measures to monitor, treat, protect, or restrain. Such behaviors may include but are not limited to threats of suicide, self mutilation, violence, or injury resulting in serious limitations on self-care.
- A student whose behavior is severely disruptive to others, including behavior that causes emotional, psychological, or physical distress to fellow students or staff substantially above that normally experience in daily life. Disruption may be in the form of a single incident or somewhat less severe but persistent disruption over a more extended period.
- A student who refuses or is unable to cooperate with recommended assessment and/or treatment and whose behavior or physical condition suggests a disorder, such as an eating disorder, which is likely to deteriorate to the point of permanent disability, disfigurement, impairment, or dysfunction without such assessment or treatment. Where standard assessment is impossible because of the student's resistance, indirect behavioral observations will constitute the basis for judgment.
- A student whose physical or psychological disorder is such as to require highly specialized services beyond those available locally and whose condition will deteriorate without additional resources.

Standards of Conduct

Students enrolled at the College and living in the residential facilities agree to abide by the rules, regulations, and standards set forth by the College. Prohibited conduct for which a student is subject to disciplinary action is defined as, but not limited to the following.

- Noncompliance with the laws of the Commonwealth of Virginia regarding the possession and consumption of alcohol.
- Noncompliance with the federal laws that prohibited the use, possession, or distribution of illegal drugs or drug paraphernalia.
- Smoking in hallways or other public areas of residence halls or individual rooms.
- Stealing, attempting to steal, or assisting in theft of any college owned property or the property of any other student, staff, faculty, or visitor.
- Possessing or displaying any type of gun, knife, or other edged-weapon that could potentially harm a person.
- Throwing or displaying any type of projectile that has the potential to deface college property or to harm or disrupt another person.
- Any form of verbal or written abuse, such as intimidation, coercion, bullying, and harassment, which beyond a reasonable opinion is likely to cause another person in the community harm or discomfort.
- Assaulting, striking, or in any other way threatening or causing harm to another member of the Mary Baldwin community.
- Destroying or vandalizing the property in the care of or belonging to the college or to a member of the Mary Baldwin community or to a campus visitor.
- Engaging in any indecent or obscene conduct on college property.
- Disrupting and disregarding quiet hours set aside by each hall.

Health and Safety Standards

Each resident is required to maintain the residence hall room in an acceptable, safe, sanitary condition. To ensure that rooms meet standards, the staff from the Residence Life and Physical Plant will conduct routine room inspections. Prohibited conduct for which a student is subject to disciplinary action is defined as, but not limited to the following.

- Using candles, open-flame lamps, incense, potpourri pots and burners, and the like.
- Using hot plates, toaster ovens, space heaters, electric/oil fryers, gas or propane cooking equipment, George Foreman grills, or similar devices.
- Using microwaves, water coolers, or refrigerators larger than 4-cubic-feet capacity.
- Standing, sitting, or hanging on the roof, ledge, or out of a window of a residence hall.
- Deliberately removing the screens from any residence hall window.
- Failing to dispose of trash in the designated areas in or around the residence halls.
- Failing to exit the building during a fire alarm and/or tampering with smoke detectors, fire alarms, or fire-fighting equipment.
- Housing pets, with the exception of fish, in the residence halls.