



LAFAYETTE COLLEGE

OFFICE OF RESIDENCE LIFE TERMS OF CONTRACT FOR COLLEGE RESIDENCES FOR 2009-2010

The student and parent, guardian or other guarantor is urged to read carefully the content of this Housing Contract. When the official Housing Contract form is signed and submitted to Lafayette College, or when the student occupies a space in a residence, this contract becomes a binding agreement – a contract between the student (and parent, guardian, or other guarantor) and the College. The terms and conditions of this contract are outlined below.

A. CONTRACT PERIOD: This contract is binding for the entire academic year; except during vacation periods as noted below, except when the student completes graduation requirements midyear, or except when the student withdraws or is withdrawn from the College at the conclusion of a semester, or except when the student enters into the contract at the beginning of the second semester. No room shall be occupied prior to 48 hours before the first day of classes for a semester without permission from the Director of Residence Life. The room must be relinquished within a 24-hour period following the student's last scheduled examination but no later than noon following the last day of examinations. All residence halls will be vacation locked at that time.

B. VACATION OCCUPANCY: The contract does not cover regularly scheduled vacation periods. A special living area may be established for students who are not able to leave the campus during these periods. Application must be made (by established deadline) through the Office of Residence Life prior to a scheduled vacation period for permission to occupy a room. An additional charge will be assessed for housing during vacation periods.

C. TERMINATION OF CONTRACT: The College may terminate a contract and take possession of a room at any time for: (a) violation of the Residence Hall Regulations as outlined in this contract; (b) violation of any College regulation, including disorderly conduct, interference with the rights and privileges of other residents, or destruction of property; (c) whenever the room is vacated or the relationship between the student with the College as a student is terminated. Furthermore, in their utilization of residential facilities, students are expected to obey laws of the general community. If the College terminates a contract for any of the reasons noted above, the room rent will not be refunded.

D. ROOM ASSIGNMENTS: The College will not discriminate in room assignment on the basis of gender, race, color, religion, creed, national origin, ancestry, age, physical ability, or sexual orientation. Room assignments will be made according to departmental procedures and, when possible, in accordance with student preferences. No specific assignment based on the resident's request is guaranteed. Failure to honor housing preferences will not void this contract. The College reserves the right to: (a) assign the remaining space(s) of a room whenever a vacancy in occupancy occurs; (b) increase the number of occupants per room in the event of emergency need; (c) assign students to temporary accommodations, in the event of emergency need; (d) reassign rooms for occupancy during vacation periods; (e) consolidate roommates, for space management purposes, when vacancies occur; (f) change room assignments for health, safety or repair services, for disciplinary reasons caused by the resident, or for irresolvable incompatibility of roommates; and (g) designate the occupancy level for each room.

E. ROOM RESPONSIBILITY: It is expected that rooms will be in the same condition at the end of the academic year as when first occupied. All personal belongings must be removed from rooms. Trash must be removed and placed in containers provided by the College. All College-owned furniture and furnishings must be present in the room and properly assembled. Any personal items left in a room will be discarded 24 hours following the last scheduled examination. Should a room require more than the normal amount of cleaning by the College when occupants move out, a fine may be imposed and a bill for the additional time will be charged to the student or students involved. Any damages not claimed by individual residents will be divided equally among all residents of the room.

F. LOSS OR DAMAGE: The College does not assume responsibility for damage or loss of personal property of residents due to fire, theft, or other causes.

CONDITIONS OF OCCUPANCY

The following regulations have been instituted by the College to insure that the rights and welfare of all students will be protected. Violations of these regulations may result in disciplinary action consistent with the *Statement On Rights and Responsibilities of Students and the Code of Conduct*. All of the regulations listed below apply to the residents and visitors of all College residences, including College-owned fraternity and sorority houses.

1. ALCOHOL AND NARCOTICS: It is illegal for students under the age of 21 to possess, consume, or transport alcohol. Alcohol is not permitted in common areas. Refer to the Student Handbook for more detailed information about the alcohol policy. The unlawful possession or use of narcotics and any controlled substances is not permitted. Students who violate this condition will be subject to severe disciplinary action.

2. ASSESSMENT FOR DAMAGE: Residents will be held responsible for any damage done to their rooms or any part of the residence hall and its equipment. When damage occurs in a public area, it will be billed on a per capita basis to the students of that area. Students are responsible for reporting to the Office of Public Safety any damages done to the outside of their room door; otherwise, they will be billed for such damage.

3. BARBELLS: Barbells and other weight lifting equipment may not be used or stored in a student's room.

4. CABLE AND TELEVISION: Exterior satellite dishes and receivers are not permitted. Students are not permitted to split the television cable; this is illegal and constitutes theft of that service.

5. CARE OF ROOMS: Students are expected to keep their rooms clean and in order and to cooperate in maintaining the lounges and corridors in satisfactory condition. Waterbeds are not permitted. Furniture lofts or partitions may not be built in.

6. CONTRACT SUSPENSION: Any student whose physical or mental health might jeopardize the safety or well-being of that individual or that of any other resident may be required to have an examination by the College physician or a consultation with a College counselor. Should the physician or counselor determine that a health or safety concern exists, the Director of Residence Life may amend or suspend the student's housing contract as appropriate.

7. COOKING OF MEALS: Cooking of meals is not permitted in student rooms. This is a fire hazard and a health hazard. Appropriate cooking areas exist in all halls.

8. ELECTRICAL APPLIANCES: No appliances containing open heating elements may be used in student rooms. Hot plates, heaters, toaster ovens, etc., pose distinct fire hazards and overload existing electrical circuits. Microwave ovens (other than units available through the College designated rental program) are not permitted in student rooms. Window air conditioners are not permitted in college residences without approval from the College Physician.

Radios, stereos, and televisions are permitted, provided they are operated with the proper regard for quiet hours and do not disturb other residents. Speakers must not be placed in or near an open window.

Refrigerators must be no larger than 4 cubic feet in capacity.

9. FIRE SAFETY AND EQUIPMENT: Fire equipment is to be used only as necessary in case of fire; its use or misuse must be reported to Residence Life staff immediately so that it may be restored to useful condition without delay. Anyone identified as responsible for tampering with or theft of any College-owned Fire Extinguisher or other fire apparatus in any College-owned residence will be subject to an automatic \$300.00 fine and severe disciplinary action. If a person or persons responsible for tampering with fire equipment are not apprehended within a 5 day period, the students living on the floor, wing, or section of the residence hall will be billed the \$300.00 on a per capita basis. Decorations or furniture must never hinder exit from a room. Students are expected to leave the building for all fire alarms and drills. Lack of cooperation during fire drills or alarms will be considered a severe breach of discipline. Violators will be disciplined. Students must not decorate their rooms with combustible materials (paneling, combustible fabrics, etc.). Fiberglass or other fire-resistant hangings are acceptable if hung from picture molding. No items may be affixed to, installed in or suspended from the ceiling in any student room. Fabric decorations may only cover a maximum of 50% of one wall in any student room. Posters may only cover a maximum of 50% of the wall space in any student room.

10. FOOD STORAGE: Food may be stored in student rooms only if it is stored in appropriate containers. Food and drinks may not be stored on exterior windowsills. No dishes or silverware may be taken from the dining facilities to student rooms.

11. GENERAL PROVISION: The College reserves the right to change these regulations or make rules as it deems necessary for the protection of property and/or the general welfare of the residents. Students are expected to abide by statements in the College Housing Contract, the Code of Conduct, and the Statement of Student Rights and Responsibilities.

12. GUESTS: Guests may visit in residences under the provisions specified in the Lafayette College Code of Conduct. Students are allowed to have guests for short periods of time. Overnight guests are not permitted in College housing without advance permission from all students in the room/suite in which they reside. The host student is responsible for the conduct of his/her student and non/student guests, including damages caused by them. Overnight guests must be at least 16 years old.

13. HAZARDOUS MATERIALS: Firearms, air guns, weapons of any other kind, and other hazardous items, including ammunition, firecrackers, gun powder, and chemicals are strictly prohibited and, if found, will be confiscated and the owner subject to disciplinary action. Possession of burning or previously burned candles, incense, or kerosene lamps for any purpose is prohibited. Lamps may not use a halogen bulb.

14. INSPECTION: Inspections will be conducted at the beginning and end of each academic year to establish the basis for assessing damages. All College residential facilities will be inspected at least once per semester for the purpose of damage assessment. The right is reserved for College authorities to enter any room at any time for the purpose of inspection or repair. Filling out complete and accurate Room Inspection Reports by residents will facilitate appropriate billing. In addition, routine safety inspections are conducted between semesters.

15. KEYS: Residence hall keys are not to be duplicated except by the College locksmith. When keys are reported lost or stolen, a \$25.00 charge will be assessed for a lock change and key replacement. A \$25.00 charge will be assessed if keys are not returned when a student vacates his/her residence. A charge is also assessed for the loss or theft of the electronic access tag.

16. LEAVES OF ABSENCE AND STUDY ABROAD: It is the responsibility of students who are returning to the College from abroad or from a leave of absence to communicate their housing needs to the Office of Residence Life in advance of their return. The office will attempt to accommodate students' hall and room preferences; however, preferred assignments cannot be guaranteed. Students returning in January will be assigned to residence hall space based on class seniority and the date their request for housing is received. Students who are away from campus during the spring semester, but who desire to live in the residence halls in the fall, should notify the Office of Residence Life, in writing, of their arrangements for a fellow student to serve as proxy and select a room for them during the housing room reservation process. All students must live in College housing unless they apply for and receive permission, in writing, from the Director of Residence Life to live elsewhere.

17. MOVING FURNITURE: Furniture is not to be moved from rooms. All New England Woodcraft furniture must remain in student rooms. Common area furniture is for use by all residents and may not be removed. Unauthorized removal of furniture will be considered theft of college property and students will be disciplined and fined for such behavior.

18. MUSICAL INSTRUMENTS: Musical instruments should not be played in residence halls. Practice rooms are available upon request in the Williams Center for the Arts and South College.

19. PETS: Residents are not permitted to keep pets of any kind except fish in an aquarium. Lab specimens are also prohibited. Violations will warrant a \$25.00 fine and disciplinary action.

20. QUIET HOURS: To maintain conditions conducive to academic achievement, quiet hours are established and maintained in all residence halls. Excessive noise at any time will not be tolerated. During exam periods 24-hour quiet hours will be observed.

21. ROOFS AND LEDGES: Students are not permitted on residence hall roofs or ledges.

22. ROOM CHANGES: No student will be allowed to move off campus, exchange a room or substitute one occupant for another without permission from the Director of Residence Life. If one of the occupants of a room moves, the student(s) who remains agrees to accept an assigned roommate(s). Students who misrepresent the truth, intimidate assigned occupants, or otherwise attempt to manipulate the housing assignment or lottery process may be subject to disciplinary action, fines, reassignment and/or contract termination.

23. ROOM DECORATIONS: Decals, pictures, posters, stickers, labels, etc., which are fastened to walls, doors, woodwork, and ceilings must be removed without damage to paint or finished surfaces of the room. Pictures, decorations, etc., should be hung from the picture moldings or attached in a method that does not damage the walls. Double-faced tape, scotch tape, and masking tape and duct tape will damage walls, causing possible assessment for damage/fine. The use of nails, tacks or screws is forbidden. Writing instruments must not be used on any building surface.

24. SANITATION: Each resident is expected to maintain his/her room in an acceptably safe and sanitary condition.

25. SEARCH AND SEIZURE: Except under emergency circumstances, College premises occupied by students and the personal possessions of students will not be searched unless authorization is obtained from the Office of the Dean of Students. Authorization shall be made before a search is conducted. The authorization shall specify the reasons for the search and the objects sought. The student should be present, if possible, during the search.

26. SECURITY: Students agree to abide by the safety rules and procedures of the College. Residents who leave the residence hall by locked doors are responsible for leaving the doors in a locked position. Doors should never be propped open. Residents are urged to lock the windows and doors during periods of absence. During holiday periods, additional precautions should be taken to include removing small portable items and closing curtains or shades. Any losses should be reported to the Office of Public Safety and the Office of Residence Life. Checkpoints are issued individually to students and may not be loaned or transferred. The Office of Public Safety will file an Incident Report that may help facilitate the settlement of your claim with your insurance agent.

27. SOLICITING-SALES: Soliciting, canvassing or the use of College housing as a location for selling and advertising is prohibited unless written permission is granted by the Office of Residence Life.

28. SMOKING: Smoking is not permitted in any college-owned residence, including individual bedrooms, suite bedrooms and common rooms, lounges, bathrooms, and hallways.

29. STORAGE: Limited storage closet space is available in some residence halls for student use. There are restrictions on the type of items that may be stored in College storage closets. Lafayette College assumes no responsibility for loss, theft, or damage of property stored in residence halls. Complete storage information can be found on the residence Life webpage.

30. SUBLET: Assigned rooms may not be sublet. The housing contract is personal and may not be transferred to another person.

31. TELEPHONES: Any misuse of telephone equipment may result in disciplinary action by the College and civil and criminal charges against the student by the telephone company. Anyone identified as tampering with a telephone or its wires will be fined a minimum of \$90.00.

32. TRASH DISPOSAL: All waste paper and other trash must be deposited in the wastebaskets, dumpsters, or in recycling containers. Littering or improper disposal of trash is not permitted.