



Dominican College, Office of Residence Life

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Housing Agreement & Contract

- This Housing Agreement defines the conditions of the licensee (resident) in the Dominican College Residential System. This agreement is for the full academic year. The “**academic year**” commences on the move-in date provided by written notice from the Office of Residence Life, prior to the first day of classes for undergraduate programs for the fall semester, and ends for non-graduating students, three hours after their last final exam for the spring semester. Please note that this agreement excludes college vacation periods.
- A board (dining) plan is **mandatory** for all residents. Dominican College will establish and announce the residence and board fee schedule each academic year.
- Dominican College, at its sole discretion, reserves the right to assign and reassign students in the residence hall or to revoke and terminate any agreement at any time for any reason set forth or referred to in this document.

A. TERM/CANCELLATION

- The licensee and guarantor will be held responsible for all residence and board fees for both semesters of the academic year, except under the following conditions:
 - 1) Written notice of cancellation is received by the Office of Residence Life on or before August 15. All notices of cancellation **MUST** be in writing; a housing cancellation form **MUST** be filled out and returned to the Residence Life Office; or
 - 2) The licensee graduates at the end of the Fall Semester; or
 - 3) The licensee withdraws officially from the College and is eligible for refunds; or
 - 4) The Residence License Agreement is stamped *single semester only*; or
 - 5) The licensee requests to terminate the Agreement and/or vacate residence accommodations under exceptional circumstances, and gains approval at the College’s sole discretion.
- If one of the above conditions applies; a student must also complete the housing checkout procedure detailed here:
 - 1) A Checkout Room Condition Report form must be completed and signed by the resident and by a residence life staff member, and the completed and signed form returned to the Office of Residence Life.
 - 2) The resident’s belongings must be removed from the facility. Any belongings left behind will be discarded after one week of the resident’s departure, without further notice.
 - 3) If official checkout has not occurred a resident’s abandoned belongings will be discarded after thirty days.
 - 4) The room keys must be returned by the resident to the director of their assigned building. Failure to return keys will result in additional charges.
 - 5) Failure to leave the residential accommodations in a clean and habitable condition will result in additional charges.

B. ELIGIBILITY

- Dominican College’s Residence Facilities are primarily intended for occupancy by its registered students. Students shall be eligible for residence privileges if they are full-time

registered students as determined by the Registrar’s Office and have settled their account as determined by the Business Office. Both registration and settlement of accounts must be completed in accordance with established policies and procedures. Students shall be ineligible for residence privileges if they are withdrawn, suspended, or expelled from the College.

- Resident students are expected to make normal academic progress towards their degrees (e.g. 24 credits hours earned per academic year) **FAILURE TO DO SO MAY RESULT IN THE WITHDRAWAL OF RESIDENTIAL PRIVILEGES.** Students who fall below full-time status for unforeseen reasons may appeal their housing status in writing to the Director of Residence Life.

C. FOOD SERVICE

- Each resident will be issued a DC1 ID Card, which must be presented, at the on-campus dining location in order to be served. This Dining/I.D. Card is nontransferable and non-assignable. Use of another person’s ID is considered identity theft. The DC 1 ID Card remains the property of the College and must be surrendered to a College official upon demand. Alteration or use of this card for any unauthorized purpose will result in additional charges, disciplinary action, and/or confiscation of the DC 1 Card.
- On College holidays, dining service will be for brunch and dinner only. The College does not provide dining service during official College vacation periods.

D. RESIDENT STUDENT RULES AND OBLIGATIONS FOR USE OF COLLEGE COMPUTING RESOURCES

- To use the high speed internet access service all resident students at Dominican College must agree to:
 - 1) Install an Anti-Virus program on their PC. The College will provide an Anti-Virus Program to all resident students with Virus definitions updates for the entire time that they are a student in good standing.
 - 2) Regularly backup all their data files (documents, papers, presentations etc.) on their PC.
 - 3) Update the virus definitions, on the Anti-Virus Software at least twice a week, daily is suggested.
 - 4) Do a full virus scan on all of the PC’s hard drives, at least once a week.
 - 5) Have the original CD’s for all software installed on their PC with them.
 - 6) Have the Original Operating System CDs with them.
 - 7) Have the original restore CDs with them.
 - 8) **OBEY ALL COPYRIGHT LAWS** and agree that if they are not sure if something is copyrighted they will assume that it is and honor the Copyright.
 - 9) Install the latest Operating System Security Updates from Microsoft.
 - 10) Not use P2P (Peer to Peer) Networks for illegal music or video file sharing.
 - 11) Use the Internet and all College computer resources appropriately, as described in the student handbook.

- Resident students must also understand that some virus and spy-ware infections can happen even if they have up-to-date anti-virus software. Some of these infections can be severe and can only be resolved by reformatting the PC and using the vendor supplied restore CD. Students understand that by using a restore CD they will lose any files not provided by the PC's manufacturer. They understand that it is their responsibility to insure that all personal files are backed up. If a PC is identified as infected the student will forfeit Internet service until the PC is cleaned up or restored. It is the individual student's responsibility to clean up or restore their PC.
- The best way to limit the exposure to viruses and spy ware is to not use P2P Networks and only go to reputable web sites.

E. ROOM ASSIGNMENTS

- A residence assignment and other pertinent housing information will be mailed to each new student at the home address on file with the Residence Life Office by early July, providing all completed housing materials are received by June 1. **Students submitting housing materials after June 1** will be notified as time permits.
- Assignments are made after all agreements, the roommate information form, and housing guarantee payments are received. Students may be assigned to temporary accommodations at the beginning of the fall semester as a result of over-subscription of regular accommodations. This includes temporary triples. Specific assignments are not guaranteed and a resident may be reassigned to a different accommodation such as Off-Campus Housing.

F. RETURNING STUDENTS

- Details of room selection procedures will be announced during the spring semester. Students with unsettled accounts for the current or prior academic years will not be guaranteed residence accommodation for the upcoming year. Students who have questions about room selection should contact the Office of Residence Life.

G. ROOMMATE INFORMATION

- The College may provide a resident's full name, permanent home address and telephone number to all assigned roommates, unless the resident has submitted a written request indicating that such a release is not authorized.

H. REASSIGNMENT OR TERMINATION OF PRIVILEGES

- The College may reassign a resident to a different accommodation, to a temporary accommodation, or increase the number of residents assigned to any residence accommodation if the College, in its sole discretion, deems such reassignment necessary or advisable. Reassignment may occur as a sanction for a resident's failure to comply with any rule/regulation, in the interest of health and safety, for the more prudent use of resources, or efficient administration of the residential hall.
- Dominican College may terminate this Agreement and require a resident to vacate the Residence Hall by giving written notice to vacate for any of the following reasons:
 - 1) **If the resident becomes ineligible to be a resident.**
 - 2) **If the resident fails, for any reason, to comply with any provision of this Agreement, or any rule/regulation established at any time by the College.**
 - 3) **If the College, in its sole discretion, deems such termination necessary or advisable.**

- ***In situations where a resident or his/her guests or visitors cause damage or injury or imminent threat of damage or injury to life, health, safety, or property in or about the residence facility, the College may immediately terminate this Agreement and expel the resident from the Residence Hall or take any other steps it deems necessary.***

- In the event that this agreement is terminated, the College shall have the unconditional right to take complete possession of the residence accommodation, by lawful means, without being guilty of any manner of trespass and without prejudice to any other remedies. Failure to comply with a notice to vacate may result in civil or criminal trespass charges being filed against the resident.

I. RULES/REGULATIONS

- Residents must comply with the terms and conditions in this document and abide by all policies, procedures, rules, regulations, and codes established by the College.
- These terms and conditions include, but are not limited to, all academic, non-academic, residential, and conduct policies set forth in the **CODE OF STUDENT CONDUCT, THE DOMINICAN COLLEGE STUDENT HANDBOOK, AND RESIDENT STUDENT HANDBOOK. DOMINICAN COLLEGE'S ALCOHOL AND DRUG POLICIES ARE DETAILED IN THE RESIDENT STUDENT HANDBOOK.**
- ***It is the resident's responsibility to read and know all such documents and revisions, and abide by their contents. The resident's failure to do so will not absolve the student of any consequences received for violating College policy.***
- Residents must abide by all rules and regulations, which may be established by the Office of Residence Life and the Student Development Office, in the interests of health, safety, the proper conduct of residents, and the orderly and efficient operation and administration of the residential system. Residents must attend all house, floor, and individual meetings as they are convened by the Office of Residence Life throughout the academic year. The resident is responsible for knowing and abiding by any materials and information discussed and/or distributed at any such meetings.

J. STUDENT CONDUCT

- Residents must respect the rights of other residents of the facility. The Residence Hall will be reasonably quiet at all times, and specific quiet hours will be in effect as established by the College. Residents shall not make or permit their guests or visitors to make any disturbing noise or other nuisance in or about the interior or exterior of the residence facility that will interfere with the rights, comforts, or convenience of others.
- Residents are prohibited from engaging in conduct in or about the residence facility which poses a threat to the health or safety of persons or property, which interferes with the rights or well being of others, or which violates any provision of this Agreement, or any rule/regulation of the College or any applicable law.
- Residents shall be responsible for the conduct of their guests or visitors (guests and visitors shall in all instances include family, friends, or relatives), who must also respect and comply with all

rules/regulations while in or about the Residence Hall. Any breach by any such guests or visitors shall be deemed to be a breach by the resident.

- Residents are prohibited from activating, without reasonable cause, fire alarm systems, thereby producing false alarms, or damaging any fire safety equipment or discharging or tampering with fire-safety equipment without a fire or the reasonable threat of a fire being present.
- The following are **PROHIBITED: alcohol, drugs, smoking and other tobacco products, animals and pets of any kind (except for trained guide dogs for the blind and deaf, with prior permission from the Residence Life Office and fish in tanks no larger than 20 gallons), heating and food preparation appliances, refrigerators whose capacity is in excess of three (3) cubic feet, waterbeds, gasoline powered vehicles, electric blankets, air conditioners, and ultraviolet tanning lamps.**

Guest/Visitors

- Guests are welcome to visit the Residence Hall. However to ensure the safety and welfare of all residents, the following guidelines must be adhered to. Guests must be accompanied by their hosts at all times. All guests must be announced and leave a valid ID (driver's license or college ID) at the front desk. Under no circumstances will guests be allowed to visit after 12:00 midnight (if they are not signed in overnight). Violation of the guest policy may jeopardize student guest privileges.

Overnight Guests

- Residents may only host same sex overnight guests. Overnight guests must be registered prior to 10:00pm on the evening they wish to stay. Overnight guest request forms are available in the Office of Residence Life. The staff members on duty, (RA or AD) and any roommate(s) must approve overnight guests. Overnight guests are allowed to visit a total of seven nights during a one-month period or a maximum of fifteen nights for the semester. Overnight guests are allowed to stay no more than three nights in a seven-day period. There is a limit of one guest per student any night. Overnight guests must vacate the residence hall by 12pm. **Hosts are responsible for their guests and their behavior at all times. In addition the host must escort their guest throughout the campus. At all times guests must follow all residential policies and procedures.**

Freshman Guest and Visitation policy

- Dominican College recognizes that freshmen are faced with a period of transition to college residential living. In order to facilitate a successful transition, a freshman guest and visitation policy has been implemented. Freshmen are allowed visitors between the hours of 8:00 AM and 12:00 midnight, Sunday-Thursday. Overnight guests for freshmen are permitted in accordance with the above policy on Friday & Saturday evenings only. Upper-class resident students are not permitted in the freshman rooms after the above hours.

Cohabitation

- Cohabitation with a sexual partner is inconsistent with the community philosophy and purpose of the Residence Hall and is not permitted and may result in disciplinary action.

K. DISCIPLINARY ACTION

- Residents are expected to abide by all rules/regulations established by the College and by applicable law. Residents,

who fail, for any reason, to comply with any provision of this Agreement, or any rule/regulation established at any time by the College, will be subject to disciplinary action. The College will use reasonable efforts to enforce such rules/regulations, but in no event, provided it has acted in good faith, shall it be liable to a resident, guests, or visitors for any failure to enforce such rules/regulations.

- Disciplinary action may result in a range of sanctions including, but not limited to: issuance of a fine, assignment of community service hours, revocations of guest and visitor privileges, reassignment to another accommodation, termination of this Agreement, expulsion from the Residence Hall, refusal to accept future Agreement applications, or dismissal from the College.
- The College may also pursue legal remedies against students, where appropriate, by means of civil action and/or criminal prosecution.

L. LOSS OR DAMAGE

- The College's insurance program is limited to coverage of College owned property. Every resident is encouraged to obtain personal injury and personal property insurance. Subject to the provisions of applicable law, the College shall not be liable directly or indirectly for personal injury, loss, and/or damage to personal property of a resident, guarantor, legal guardian, guests, or visitors caused by fire, theft, or any other cause, whether such personal injury, loss, or damage occurs in the residence hall or elsewhere on or off the College campus. The resident and guarantor expressly authorize the College to receive and sign for all personal property and goods delivered to the student's residence.
- As licensees, residents shall indemnify and hold the College harmless from all loss, damage, or liability to any person arising from any nuisance made or suffered in or around the residence accommodation or facility by the resident or guests or visitors, or from any carelessness, negligence, or improper conduct of such resident, guest, or visitor.

M. ROOM AND FACILITY CONDITION/CARE OF PREMISES

- Each resident is responsible for the care of College property in the Residence accommodation and, as determined by the College, in the common area of the Residence Hall. No resident may paint, put nails or screws in, make holes in, or otherwise alter or damage the residence accommodation or any other part of the residence facility, without on each occasion obtaining prior written consent from the Director of Residence Life.
- The cost of any repair or damage or loss to the residence facility will result in appropriate charges to the resident(s) responsible for violating this policy. Residents are prohibited from removing any furnishings from their accommodations.
- **Each resident is required to verify and sign a Room Condition Report Form upon checking in to the residence accommodation.** In instances when the resident fails to sign this form, Office of Residence Life will assume the initial level of "good condition" for furnishings and equipment. Each resident may be responsible for a prorated assessment in the event of damage or loss to the accommodation or to common areas of the residence facility if the damage is reasonably determined by the College to have been caused by careless or

willful acts by residents but cannot be attributed to specific individuals.

- Each resident shall be responsible for keeping the residence accommodation, including all the furnishings and equipment, clean and safe, and for maintaining the cleanliness and order of public areas and lavatories. Residents are prohibited from placing garbage or trash or other receptacles, vehicles, bicycles, or other articles in the halls or other common areas or passageways of the residence facility. The College reserves the right, at the expense of the licensee, and/or guarantor, to remove personal property stored or placed in common areas in violation of this Agreement. Such property shall be deemed to have been abandoned and shall not be returned to a claimant without satisfactory proof of ownership and payment of all expenses of removal and/or storage.
- Residents may not remove windows, window blinds, or screens or throw objects from windows, doors, or other exterior parts of the residence facility. Residents may post or hang signs, posters, banners, and the like on the walls of, or in or about, the residence facility only as permitted by College policy. Residents may not display signs, banners, flags and or lights from resident room windows.
- Residents are prohibited from removing, changing, installing, or replacing any locks in a residence accommodation or facility. It is prohibited to duplicate keys to any College residence accommodation or facility.

N. ROOM INSPECTION

- The College reserves the right for its designees to enter and inspect a residence accommodation in the interests of the health, safety, and proper conduct of the residents, or the orderly and efficient administration and operation of the residential system, or to maintain or repair the premises. Entry may be made at any time, whether or not the resident is present, and without prior notice to the resident, if emergency, health, or safety circumstances warrant such entry or if there are reasonable grounds to believe that any substance, material, or item is being kept or used on the premises in any manner prohibited by law, by this Agreement, or by the rules/regulations of the College.
- The College’s representatives without prior notice may impound any such substance or item. Any necessary cost of such removal shall be the responsibility of the licensee who introduced the prohibited substance or item. Entry may also be made without prior notice, during normal hours, for the purpose of conducting non-emergency inspections and repairs or for the purpose of showing the premises.

O. COLLEGE VACATION PERIODS

- The Residence facility and dining facility will be closed for the official college vacation periods that occur at Thanksgiving, between the fall and spring semesters, spring recess, and Easter Break. Upon application, certain residents may, at the Director of Residence Life’s discretion, be granted permission to remain in residence during these vacation periods. **In that event they may be responsible for additional charges and/or temporary reassignment.**

P. SOLICITATION

- Solicitation, sale, or promotion of any goods or services by any person or company is prohibited within the residence hall

except as approved in writing by the Director of Residence Life.

Q. ADDITIONAL REMEDIES

- In addition to all other rights and remedies contained in this Agreement or applicable law, the College may withhold official transcripts, degrees, and diplomas from the student until financial obligations of the licensee or guarantor under this Agreement have been settled. It has been and remains the policy of the College that no student shall receive a diploma, degree, or any other official recognition of work completed until all amounts due for occupancy of the Residence Facility and for board have been paid in full and or disciplinary sanctions have expired.

PLEASE BE AWARE THAT YOU ARE SIGNING A LEGAL DOCUMENT AND YOUR SIGNATURE IMPLIES THIS KNOWLEDGE.

I, the undersigned student, apply to become a licensee in the Dominican College residential system for the full 2013-2014 academic year.

I hereby agree to comply with the terms and conditions set forth in the Housing Agreement & Contract as well as in the documents incorporated herein by reference, as well as with any subsequent revisions thereof authorized by the College. I agree to be responsible for reading all such documents and revisions and knowing their contents.

I understand and acknowledge the receipt of the Housing Agreement, the Resident Information Form, and the Roommate Information Form.

Please Print Name

Student Signature

Date

Guarantor’s Signature

Date

(Parent or legal guardian must sign if student is under 18 years of age)

We strongly recommend that you make photocopies of this contract for your own records. You are responsible for knowing the content of this contract.

The Mission of Residence Life is to assure every student by direct and in-direct means a healthy, safe, academically conducive environment, where they can achieve success and prosper as scholars and human beings