



## **Residence Hall Housing and Dining Agreement Marywood University 2008-2009 Academic Year**

This agreement is between the University and the individual student. It entitles the student to the use of the residence halls and dining halls as stated in the Marywood University Student Handbook and the Resident Handbook.

**Residency Requirement: All unmarried full-time students under the age of 21, who do not live with their parent/guardians, are required to reside in university housing during their first two years of enrollment.**

**THIS AGREEMENT IS BINDING FOR THE FULL ACADEMIC YEAR OR REMAINING PORTION THEREOF AND CANNOT BE TRANSFERRED OR REASSIGNED.**

### **I. Eligibility**

Eligibility to live in university housing is limited to full-time students. (Undergraduate students must be enrolled for a minimum of 12 credits each semester; a minimum of 9 credits each semester is required for graduate students.) Eligibility for housing ends immediately upon withdrawal or termination of enrollment as a full-time student (registered for 12 credits).

### **II. Agreement Term**

This agreement is binding for the full academic year when classes are in session beginning with the student's official arrival date until the official closing date of the residence halls for the 2008-2009 academic year. It may not be terminated or canceled except under the conditions cited in the Termination Section of this agreement. If entered into after the student's official arrival date, this agreement applies only to the balance of the 2008-2009 academic year.

### **III. Payment/Fees**

The \$300.00 room deposit, which should be submitted with this agreement, will be credited to the returning resident's account for the upcoming fall semester. Residents who withdraw or take a leave of absence may apply for a room deposit refund. For new students, this \$300.00 room deposit also serves as your Admissions deposit. (See also Section IV – Agreement Termination.) The University reserves the right to adjust the Room Fee and/or Board Fee before or during the agreement period by action of the Board of Trustees. Payment of semester Room and Board Fees should be made according to the dates set by the Cashier's Office.

### **IV. Agreement Termination**

**THIS AGREEMENT IS BINDING FOR THE FULL ACADEMIC YEAR OR REMAINING PORTION THEREOF AND MAY NOT BE TRANSFERRED OR REASSIGNED.**

The Housing and Residence Life Office will grant agreement termination to a resident only when one of the following reasons is verified: 1) termination of enrollment; 2) withdrawal during the semester (Students must withdraw through the appropriate Dean's Office.); 3) student teaching, internship, or field experience requiring off-campus housing; 4) part-time student status; 5) academic or disciplinary dismissal from the University or the residence halls; 6) extraordinary financial hardship (Financial circumstances must be documented by the University's Director of Financial Aid prior to review of this application.); or, 7) commuting from home/permanent address, as long as it is within a 50 mile radius. **Commuting from home is not a condition for release from the Woodland Townhouse Apartments.** Addresses will be confirmed with the Office of the Registrar. A completed Application for Housing Agreement Termination must be submitted to the Housing and Residence Life Office, 205 Nazareth Student Center for review at least 4 weeks before the end of the semester. Residents should not presume that the termination request will be granted until formal notification of the decision is received from the Director of Housing and Residence Life. **Note: Commitment to a lease for housing off-campus while this Housing and Dining Agreement is in effect does not constitute a financial hardship and is not grounds for a release.**

### **V. Vacation Periods - Occupancy**

During official University break periods, residents with approved Break Request Forms may occupy rooms as assigned by the Housing and Residence Life Office. Fees for break housing will be assessed accordingly. **University Housing facilities are closed during the week between Christmas and New Year's Day.**

### **VI. Vacating**

Except as otherwise approved, residents must vacate the residence facilities within 24 hours after termination of this agreement or any change in their status as a student, within 24 hours after a student's last final examination of the semester, or, at the official closing time, whichever occurs earliest. May graduates must vacate rooms by 6:00 p.m. on Commencement Day. Closing notices

will be posted prior to the close of each semester, vacation or recess period. The resident is responsible for complying with the conditions stated in all closing notices and following checkout procedures and timelines or be subjected to fines.

## VII. Dining Service

Residence hall students, except those living in the Woodland Townhouse Apartments, are required to choose one of the University meal plans indicated on the Residence Hall/Dining Services Plan Selection Form. Upon notification or in cases of emergency, the University may adjust meal hours and dining service locations. Students who request to change meal plans may do so no later than the last day to add/drop classes for the semester (typically the 9th day of the semester). Meals are provided for the agreement holder only. Only valid University ID cards may be used for entrance to dining facilities; these cards may not be altered or transferred. **During summer school sessions all residents must select a meal plan regardless of residence hall/area placement.**

## VIII. Room Assignment Policy

The University does not discriminate with regard to room or hall assignment on the basis of race, color, national origin, gender, religion or disability. **Marywood further recognizes and appreciates the educational value of diversity and does not consider differing backgrounds, physical limitations, races or religions as grounds for approving room change requests. Official notification of final room assignments will be made in mid-August.**

## IX. Room Changes

Room changes are permitted only during the designated period at the beginning of each semester and in those circumstances approved in advance by the Residence Director of a particular hall. Requests to change assignments must be filed with the resident's Residence Director. Unauthorized room or residence hall changes or failure to move at the designated time may result in disciplinary charges and sanctions which may include fines up to \$ 100.00.

## X. Responsibilities for Room Use

1. Upon moving into the room, each resident must complete, sign and submit a Room Condition Form which will be considered an accurate and complete record of the contents and conditions of the assigned room. This inventory will serve as the basis for check-out and damage charges, if assessed.
2. **Door-to-door solicitation** by individuals or groups is not permitted in the residence halls.
3. **Room Inspection:** The University reserves the right to inspect rooms to: insure proper maintenance of health and safety standards; take inventory and/or make necessary repairs to rooms and furnishings; and, to enforce University policies. Common area furniture found in resident rooms will be removed and residents charged for labor costs to return the furniture to its assigned location. Periodic inspections will be made at reasonable times with advance notice except in emergency situations or in order to gain access to enforce University policies. The Room Search and Entry Policy and Procedure is further outlined in the policy section of the [Resident Handbook](#).
4. **Room Care:** Residents are responsible for cleaning their rooms, removing refuse regularly according to the designated trash removal and recycling procedures for their residence hall and maintaining sanitation and safety conditions acceptable to the University.
5. **Decorations:** Pictures, posters and other materials may be hung using tacks or masking tape. However, if paint peels when removing the tape the resident may be charged for repainting. All decorations, masking tape and tacks must be removed when the resident vacates. Students may decorate the outside of the room door providing decorations are not lewd or offensive, do not block exits and do not create a potential fire or safety hazard. Similarly, decorations visible from the outside of the room (i.e. through windows) may not be lewd or offensive.
6. **Noise:** All residents are responsible for maintaining reasonable studying conditions. Excessive noise is a violation of the right to study and/or sleep and will be cause for disciplinary action. Students have the right to sleep and study in their rooms twenty-four hours a day. To support these rights, the Housing and Residence Life Office has established minimum courtesy and quiet hours. Courtesy hours are in effect 24 hours a day and require students to be considerate of the needs of others and to comply with requests to maintain a reasonable level of noise. Minimum quiet hours are set by the University and cover specific evening hours. Quiet hours require that noise be reduced so that nothing can be heard from rooms when doors are closed. At the beginning of the semester, residents of each floor may vote to extend the existing quiet hours. A twenty-four hour quiet period is in effect prior to and during final examination periods to provide residents with an atmosphere conducive to preparing for exams. Quiet hours are: Sunday-Thursday from 10:00 p.m. until 10:00 a.m. and Friday and Saturday from Midnight until 10:00 a.m.
7. **Guests:** Every guest is expected to comply with University rules and regulations. The resident host agrees to monitor and accept responsibility for the behavior of his/her guests. **Guests must be escorted by their hosts at all times.** The University reserves the right to deny access to any guest if that person has disturbed or endangered any resident. Rights to study, sleep and privacy rights precede visitation privileges. Visitation hours for guests of the opposite gender are as follows: Sunday - Thursday: 10:00 a.m. - 1:00 a.m.; Friday and Saturday: 10:00 a.m. - 2:00 a.m. and for 24 hours in the building lounges. Residents living in Specialty Housing Living Units vote at the beginning of each semester to determine the visitation hours for their individual rooms. **The Self-determined Visitation Hours Policy does not allow guests of the opposite gender to sleep overnight in the rooms.**
8. **Furniture:** University furniture must remain in a resident's room. Removal of furnishings from student rooms, lounge areas and/or buildings is prohibited and will constitute a theft. The responsible student(s) may be referred to the University disciplinary system. The University does not maintain storage space for personal items or for University furnishings. Residents may loft their beds providing the loft is a solid, freestanding structure. Residents may not use cinder blocks or wood blocks to raise their beds.

## **XI. Damages**

Residents agree to pay for damages, lost or stolen property or unnecessary service costs caused by them. Damages or loss should be reported promptly to the Housing and Residence Life staff. If two or more residents occupy the same room and individual responsibility for damage or loss cannot be ascertained, charges will be divided and assessed equally between or among the residents of that room. All residents share responsibility for the condition of the common areas within their assigned residence hall and may be assessed fees for damage or theft to common areas of a floor/wing that cannot be attributed to a particular individual(s) and for damaged or missing furniture or equipment based on the current replacement cost or of labor and materials. Payment of these charges is due immediately upon receipt of the invoice.

## **XII. Telephones**

Local line service is provided in every residence facility in vending and common areas. If you require local phone service in your room it can be obtained for a fee through Verizon. To order phone service call Verizon at 1-800-660-2215 and specify that you are ordering new service. Calling cards are needed for long distance calls from vending and common area phones.

## **XIII. Pets**

With the exception of fish in small tanks (10 gallon or less), all pets are prohibited in any residence facility.

## **XIV. Refrigerators and Other Electrical Equipment**

Starting with students entering housing in Fall 2008, only Energy Star Rated Refrigerators or Microfridge units drawing no more than 3 amps of electrical current are permitted. Electrical devices such as televisions, radios, stereo equipment, personal computers, hair dryers, razors, irons and clocks may be used provided such devices are plugged in within the room and do not exceed the amperage limits of the circuits within the room. The use of portable space heaters is prohibited except during extreme weather conditions as determined and approved by the University. **Halogen lamps and multi-bulb lamps are prohibited, as are octopus-type electric plugs.** The use of a surge/noise suppression outlet strip to protect computers and other electrically sensitive equipment and the use of UL listed multiple outlet power strip with a built in 15 amp fuse or circuit breaker protector are strongly recommended. The University reserves the right to confiscate unauthorized or dangerous electrical appliances.

## **XV. Food Preparation**

Fire safety requirements prohibit cooking in any area within the residence halls except in kitchenettes specifically designed for such use. Coffee pots, popcorn makers and hot pots are the only food preparation appliances which may be used within a resident's room. **Stand alone microwave ovens, toaster ovens, hot plates and open burners are not permitted in individual student rooms.** Food must be kept in tightly closed metal or plastic containers and must be removed when the residence halls are closed to insure effective pest control.

## **XVI. Fire Safety**

Due to the extreme danger fires pose in a residence community, any resident who: ignites any facility, furnishings and/or equipment; interferes with fire officials; interferes or tampers with a fire alarm system or safety equipment including heat or smoke detectors and fire alarm pull stations; or, places false alarms will be subject to immediate removal from the residence hall and to further University or civil action. All residents are required to participate in fire drills. Evacuation of the building by all residents is required immediately after the fire alarm sounds. Failure to evacuate will result in disciplinary action and sanctions including fines. The storage of explosive or flammable substances within any residence hall is strictly prohibited. In addition, the use of other flaming items, including candles and incense, is prohibited. **Smoking is prohibited inside all University residence facilities.**

## **XVII. Firearms/Weapons**

The possession or use of rifles, shotguns, firearms, ammunition, gunpowder, fireworks, numchucks, air rifles, knives, BB guns, air pistols, bows and arrows, dart guns, pellet guns, paint guns, stun guns, tazers or any other item commonly or potentially used as a weapon is prohibited and is cause for immediate disciplinary action.

## **XVIII. Safety and Security**

Residents are required to comply with University safety and security procedures in all residence facilities and are prohibited from tampering with locked doors, admitting unauthorized people into buildings, and/or propping outside entrances open. Residence hall room keys may not be duplicated or transferred. Residents will be charged for the lost room key and the charge for recoring the door lock. Hallways and stairways must be kept clear for emergencies, for exit and for cleaning. Objects which obstruct these areas are prohibited. Conduct which threatens or endangers the health, safety or well-being of any person is prohibited and subject to disciplinary action.

### **XIX. Smoking Policy**

Smoking is prohibited in the residence halls. Smoking in any of the areas within the buildings will be considered as a serious health and safety risk and will be subject to disciplinary action.

### **XX. General Policies**

The following are prohibited in and around University residence halls. Failure to observe these and all other regulations described in the Marywood University Student Handbook and the Resident Handbook may result in disciplinary charges and action:

- Abuse - Including, but not limited to, physical/verbal abuse, sexual harassment/assault, intimidation or invasion of privacy;
- Acts that compromise in anyway the network computing services provided by the University as stated in the Computer Training and User Support Services Student Responsibilities Agreement and in the Student Handbook;
- Aerials, masts and radio transmitting or receiving equipment;
- Air conditioners and wireless routers;
- Use of obscene or indecent language in telephone calls or emails to annoy or harass others;
- Possession, sale and/or consumption of alcohol within University residence halls;
- Dropping objects from stairwells, exits, or windows;
- Accessing or attempting to access residence hall balconies;
- Possession, use or distribution of illegal controlled substances and/or paraphernalia;
- Tampering with or altering electrical equipment or wiring;
- Ceiling fans, halogen lamps, multi-bulb lamps;
- Waterbeds;
- Gambling;
- Removing the screen from a window, or hoisting items through a window; and,
- Sports activities in corridors or common areas.

Residents are expected to comply with all University regulations described in the Marywood Student Handbook, the Residence Hall Housing and Dining Agreement, the Resident Handbook, the University Catalogs and other official University publications. Within this agreement, University regulations have been designed to maintain an appropriate environment for the mutual benefit of all residents. Violations may result in disciplinary charges and action including residence hall reassignment, removal from the residence halls and/or suspension or expulsion from the University.

The University may change rules and regulations during the term of this agreement. Such changes will be publicized through notices before they are implemented, unless the health, safety or welfare of persons using the facilities may be adversely affected by the delay, in which cases implementation may be immediate.

### **XXI. Liability**

In the event of damage by fire, smoke, water, steam, excessive heat or cold or other causes that render a room unfit for occupancy, the University reserves the right to reassign the resident to alternative housing accommodations. If such housing is not available, the University may terminate this agreement without further liability.

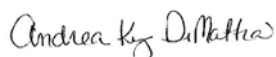
The University shall not be liable, directly or indirectly, for loss of or damage to any article of personal property anywhere on the premises due to insufficient or excessive heat, smoke, fire, water, steam, electrical surge, the elements, actions of their persons or similar causes.

### **XXII. Insurance of Personal Property**

Personal property of residents is not covered by University insurance. **Residents are strongly encouraged to carry their own insurance protection against loss of or damage to personal property. Most students' personal property is covered under their family's homeowners or renters insurance policy. Residents are encouraged to verify this extended coverage with their individual insurance carrier and, if necessary, to obtain adequate coverage for their personal property.**

### **XXIII. Repairs/Renovations and New Construction**

The University reserves the right to make repairs/renovations to its facilities and grounds and undertake new construction at any time. This includes repairs/renovations in residence halls, townhouse apartments, houses and dining halls as well as the adjacent grounds. Typically work is scheduled during University business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday. If an emergency occurs, corrective measures may be undertaken at any time.



Andrea K. DiMattia  
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