

SIMMONS

OFFICE OF RESIDENCE LIFE

Simmons College Housing License Agreement
2017-2018



Located on the Residence Campus at:
94 Pilgrim Road
2nd Floor of the Health Center
Boston, MA 02215

Contact us:

Phone: 617-521-1096
Fax: 617-521-1110
Email: reslife@simmons.edu
Website: <http://www.simmons.edu/reslife>

**Simmons College Office of Residence Life
Housing Contract
2017-2018**

Welcome to the Simmons College Residential Community! Congratulations on choosing to live in the College Housing program. It is exciting to have you as a part of the community. The rules and requirements, policies and procedures for all students living in College Housing are included in this Housing Contract. Please read this Housing Contract carefully and keep it for future reference as your acceptance by electronic signature is a binding legal obligation for the full 2017-2018 academic year. Once you have read it please check the box on the online Housing Application form indicating that you agree with the terms set forth.

This document in its entirety constitutes the contract (the “Housing Contract” or “Contract”) between the undersigned (whether signed electronically, or by returning a signed Contract electronically or as a paper copy to the Office of Residence Life) student resident (“you”) and Simmons College (the “College”) This Contract sets forth the terms and conditions of your occupancy in the College Residence Campus facilities (“College Housing”) and in the housing accommodation assigned to you (“Housing Accommodation”). As a condition to residing in College Housing, you also must abide by the College’s Residence Hall rules, policies, and procedures whether described in this Housing Contract or included in the Student Handbook.

License to Occupy College Housing

By signing this Housing Contract, I hereby accept from Simmons College a license to occupy the Residential Accommodations that are assigned to me by the College. I understand that my rights to occupy College Housing are subject to all of the conditions, rules, policies and procedures of the Housing Contract and for the College’s Residence Halls. I agree to pay the Room and Board charges for the full academic year (unless the College agrees to cancel the Housing Contract), understanding that all students residing in College Housing must accept the College Meal Plan, any other charges associated with my occupancy such as costs for damages or fines as described in the Housing Contract, and agree that any unpaid charges will be a charge on my College account. Room and Board charge information for the 2017-2018 academic year is posted on the Student Financial Services website www.simmons.edu/admission-and-financial-aid/student-financial-services/tuition-and-fees

I understand that (a) my license to occupy the Residential Accommodations shall terminate if I am no longer a full time registered student and for other reasons described in the Housing Contract including failure to pay the Room and Board charges, (b) this license is not an interest in real estate but only a license to occupy the Residential Accommodations assigned to me, and the license to occupy the Residential Accommodation cannot be assigned to any other person, and (c) the College may reassign me to other Residential Accommodations during academic year.

IMPORTANT DATES, AND DEADLINES FOR RESIDENT STUDENTS:

Please refer to the online Academic Calendar for additional dates and deadlines

June 30, 2017: Last day to submit requests for special housing accommodations on the basis of disability for incoming first year and incoming transfer students to the Disability Services Office for the Fall 2017 Semester. (Section 2.3)

July 7, 2017: Last day to apply to withdrawal from housing without a \$400 administrative fee. Students withdrawing at this date will forfeit their housing deposit.

August 1, 2017: Date by which all Room and Board charges for the Fall 2017 semester must be paid in full, to allow occupancy.

September 2, 2017: First day that students may occupy College Housing for the Fall 2017 Semester. First day that the meal plan is activated.

September 8, 2017: Last day to provide indication of residency and pick up keys to Office of Residence Life before possible forfeiture of Residential Accommodation for the Fall 2017 Semester, unless prior arrangements have been made with the Office of Residence Life. Failure to provide indication of residency does not cancel your obligation to pay for Room and Board charges for the semester, except for the circumstances in Section 5.

November 17, 2017: Last day to submit requests for special housing accommodations to the Disability Services Office for the Spring 2018 Semester (Section 2.3).

November 17, 2017: Last day for students to request withdrawal from housing for the Spring 2018 semester, for any of the reasons described in Section 5. If not withdrawn, the student must pay the Room and Board charges for the Spring semester.

December 15, 2017: Date by which all Room and Board charges for the Spring 2018 Semester must be paid in full, to allow continued occupancy.

December 17, 2017. All students must leave by noon, Residence Halls close for Winter Break.

January 22, 2018: Last day for students moving into College Housing to provide indication of residency and pick up keys to Office of Residence Life before possible forfeiture of Residential Accommodation for the Spring 2018 Semester, unless prior arrangements have been made with the Office of Residence Life. Failure to provide indication of residency does not cancel your obligation to pay for Room and Board charges for the semester, except for the circumstances in Section 5.

March 16, 2018: Last day for current resident students to submit requests for special housing accommodations on the basis of disability to the Disability Services Office for the Housing Selection Process for the 2018-2019 academic year (Section 2.3).

March 23, 2018: Last day for current resident students to submit in writing to the Office of Residence Life their request to withdraw from housing for the Fall 2018 Semester. Student who withdraw from housing past this date are not eligible for a refund of their housing deposit.

May 13, 2018: Housing Contract ends for the 2017-2018 academic year for all students who are not graduating in May 2018 and students must be checked out by 3pm. (Section 3).

May 19, 2018: Housing Contract ends for the 2017-2018 academic year for the May 2018 graduating seniors and students must be checked out by noon. (Section 3).

STATEMENT OF NON-DISCRIMINATION. The College does not discriminate on the basis of race, color, religion, national origin, ancestry, disability, age, gender identification and expression, sexual orientation, or veteran status in its housing accommodations assignments.

SECTION 1: ELIGIBILITY; TIMES OF OCCUPANCY; CHARGES

1.1 First-Year and Incoming Transfer Students in College Housing. All first year students and all incoming transfer students who are full-time undergraduate students enrolled at Simmons College (enrolled for 12 credits or more each semester), 16 years of age or older at the time that the Housing Contract begins are required to reside in College Housing. Students may apply for exemption from this requirement by following the Housing Exemption Request process. Enrolled students who do not meet these requirements are not permitted to live in College Housing. Matriculating students, as well as those students who are part of a special college-sponsored program approved by the Office of Residence Life, will be given priority for College Housing for the next academic year. Students who fall below the full time status while in residence must seek approval through the Office of the Dean of Student Life to obtain permission to remain on campus. If your failure to maintain eligibility as a full time student results in termination of this Housing Contract you are not automatically released from your Room and Board charges unless the termination is approved as provided in this Housing Contract.

1.2 Occupancy Dates. You may occupy the Residential Accommodation on the day the Residence Halls open for the Fall Semester. You must take occupancy by the date stated above or notify the Office of Residence Life of your intention to arrive after that date; if you fail to take occupancy or notify the Office of Residence Life in writing of a late arrival you may forfeit the Residential Accommodation assignment, with no guarantee that a replacement Residential Accommodation will be available and without releasing you from the obligation to pay full Room and Board charges. All undergraduate students must vacate the Residential Accommodation by noon on the day following the end of the Fall semester Final Examinations Period and may return on the day the Residence Halls reopen for the Spring semester, unless you have obtained permission from the Office of Residence Life to remain in residency over the winter break for an academic-related obligation requiring you to work as provided in the Residence Life procedures. Any student returning to a Residential Accommodation during the Winter Break without authorization may be charged a fee as provided in the Residence Life procedures. You must vacate the Housing Accommodation and remove all of your belongings by noon of the day following the end of the Final Examination Period of the Spring Semester, unless you are a graduating senior in which case you must vacate and remove all of your belongings by noon of the day following Commencement. If you are withdrawing at the end of the Fall semester you must vacate the Residential Accommodation and remove all of your belongings not later than noon of the day after the Fall semester Final Examination Period ends. If you withdraw (or are withdrawn or suspended) from the College during a semester you will be required to vacate the Residential Accommodation not later than 5 p.m. on the third day after the withdrawal is effective, unless a shorter period is specified by the College.

1.3 Housing Contract Charges; Deposits; Health Fee. You must pay the Room and Board Charges for the Fall and Spring semesters in the amount established by the College before the start of each academic year (and found on the Student Financial Services website) and not later than the dates set forth above before the start of each semester. If Student Financial Services notifies Residence Life that you have an outstanding debt to the College, whether for Room and Board, tuition, or any other fees or charges owed to the College, you may be denied permission to move into College Housing or may be required to vacate College Housing. In addition to the Room and Board Charges for each semester, the College will keep a housing deposit of \$250 for the entire time you live in College Housing, which is initially funded by taking one-half of the new student deposit of \$500. The housing deposit may be used to pay for any of your unpaid housing fees (excluding Room and Board) such as room lockout charges, lost or replacement key or lock change charges, damage repair costs, unauthorized occupancy fee, etc. All housing related charges should be paid when billed; if not paid the housing deposit may be charged, and if charged during the Fall semester, must be replenished to the full \$250 before the start of the Spring semester as a condition to continued occupancy and if charged later or not replenished must be replenished to the full \$250 before you submit an application for housing for the next academic year in order to participate in the Housing Selection Process in the Spring semester for the next academic year.

Deposits for new incoming students are not refundable. If the new student receives an exemption from housing their housing deposit will be credited toward their tuition bill. As a condition to living in College Housing you must pay the Simmons College Health Fee, in the amount found on the Student Financial Services website. (Please note that this Health Fee is not the same as student insurance which all full-time students enrolled in a college in Massachusetts are required to purchase separately.

SECTION 2: MEAL PLANS; HOUSING ASSIGNMENTS; ROOM CHANGES AND VACANCIES; HOUSING ACCOMMODATIONS

2.1 Meal Plans. The Meal Plan for all students residing in College Housing is required and is included in the Room and Board charges for this Housing Contract. *Students living in the Townhouse Apartments may opt out of the meal plan as their spaces all have in unit kitchens*. The Meal Plan is offered during the time the Housing Contract is in effect and the Residence Halls are open *except* that no meals are available during the Thanksgiving Break or Spring Break. See the Dining Services website for specific times and dates for meal plan availability. Meal Plans are reviewed on a yearly basis and are subject to change prior to your arrival. You will be notified of any changes. Selection of your meal plan can be made prior to each semester on AARC and may be changed within the first two weeks of the start of the semester. Students with medically documented food allergies should contact the Disability Services Office (<http://www.simmons.edu/student-life/student-services/disability-services>) to learn more about disability-based meal plan accommodations.

2.2 Room Assignments. The College reserves the right to make or change room assignments, consolidate students due to vacancies, and restrict a returning student's option to participate in any or all portions of the Housing Selection Process based on the student's academic, conduct or financial standing with the College. This Housing Contract (including the license to occupy) provides you with a space in College Housing only; it does not guarantee to you a specific room, building, or number of roommates.

2.3 Room Changes. College may consider room change applications but you should be aware that room changes may be difficult to accommodate and the College is not required to provide a room change to you. A room change application will not be accepted or considered until after the end of the first two weeks of each semester. Room changes that are proposed for the Spring semester and that will take place at the end of the fall semester must be applied for within the timeline outlined by the Office of Residence Life. If you wish to apply for a room change, you must first meet with their current Professional Staff member, explain your reason for requesting a room change, and obtain consent to submit an application for a room change. Requests for room changes as a disability-based housing accommodation should be discussed with the Disability Services Office. The Office of Residence Life will consider a room change only when presented with clear and compelling reasons. All room changes must be approved in writing by the Office of Residential Life before you move into a new room.

2.4 Room Vacancies. If a vacancy occurs in a Residential Accommodation, the remaining occupants must keep the one bed, dresser, desk and chair empty and available for a new roommate throughout the semester. If a new roommate is assigned, the remaining occupants will be notified and provided with contact information for the new roommate. In an effort to provide adequate space for new students, you may be required to move to another room to fill a vacancy (consolidate) before or during the fall and spring semesters.

2.5 Disability-Based Housing Accommodations. Any resident student requiring a housing accommodation on the basis of a disability should register with the Disability Services Office at Simmons College and follow the accommodation request process. Requests for disability based housing accommodations must be submitted by the dates identified above. Disability housing accommodation request deadlines are very important. Late requests for disability-based housing accommodations or

requests for housing accommodations made after a semester has begun will be considered, but availability may be limited.

SECTION 3: PROCESSES AND PROCEDURES

3.1 Check In/Out. You must check in and check out of your room following the Office of Residence Life procedures. You must check out, either at the end of the academic year or earlier time if you are withdrawing or not returning to College Housing, not later than the time and date specified above. At the time of check out, you must remove all of your personal belongings and property that are in the Residential Accommodation or elsewhere in College Housing (including any bicycles or other items stored outside). Any belongings and property not removed at the time of check out will be considered abandoned and the College reserves the right without notice to dispose of any personal property which remains on the premises after the Housing Contract ends. You will be charged for the removal and disposal of any abandoned items. If you do not check out by the check-out deadline you may be assessed late check-out fees.

3.2 Room Key and Lockouts. You are responsible for your room key for the duration of their stay in the room. Residents may not loan or share use of a key or identification card. You must sign out the key upon checking in and return the key and sign out with a Residence Life staff member when checking out of your Residential Accommodation. If you do not return your key at the time of check out you will be charged a \$50 lock change fee. If you lose your key and require a new key during the term of the Housing Contract you will be charged a \$50 lock change fee. Lock change fees will be charged to your housing deposit, or charged to your student account if the entire housing deposit has been used and not replenished. If you do not have your key and are locked out during normal business hours (8:30 am-7:00 pm) the Office of Residence Life can issue a temporary loaner key/ID free of charge. If you require a staff assisted lockout, the you will be charged the following:

- Monday-Friday, 8:30am-4:30pm: \$5
- Monday-Friday, 4:30pm-11:00pm: \$10
- Any evening from 11:00pm-8:30am; weekends and holidays: \$15

Lockout fees are to be paid at the Cashier's Window (MCB W-207), within 2 business day. Lockout fees paid after this time are subject to a late fee. Please note unpaid fees will be taken out of your \$250 housing deposit.

3.3 Room Condition Report and Room Damage. You must complete and sign a Room Condition Report (RCR) after you check in, that should be an accurate and complete report of the contents and conditions of the assigned Residential Accommodation upon moving in. The RCR will be verified and collected by a Resident Advisor and the information will serve as the basis for charges at the time of check out, if warranted. To avoid being charged for another resident student's common space damage, all roommates should be present at the time the check out RCR is completed, or if you have caused damage you should report the damage to the Office of Residence Life by a damage claim email. If damage is observed in any common area shared by students but no damages have been claimed by the students living in the accommodations or suite, the cost of repair will be allocated equally to all students sharing that space. Students will be charged for any damages listed on their RCR at the end of their occupancy of that room, even if they have not signed and submitted the RCR at the time of moving in.

3.4 Room Inspections. The Office of Residence Life may enter and inspect your Residential Accommodation in the interests of health, safety, cleanliness; to determine compliance with the College's policies, procedures or regulations; to assess or perform maintenance, repairs, or improvements; or in case of an emergency or other reason deemed necessary by the Office of Residence Life. Residence Life staff will escort any non-College person who are entering your room. Entry may be made at any time, whether or not you are present and without prior notice to you if emergency, health, or safety circumstances

warrant such entry. Any prohibited items or property found in your Residential Accommodation may be removed and impounded by the College.

3.5 Upkeep of Your Residential Accommodation and Furnishings. You are responsible for and expected to keep your Residential Accommodation, and any shared common living areas, and the furnishings, clean and safe and in good order, with trash removed to the designated areas. You may not physically alter, remove, or in any way tamper with the room furnishings provided by the College. This includes construction of any kind (i.e. lofts or other alterations of the bed) or painting of the walls, ceilings and floors. Removal of or damage to furnishings may result in the assessment of a damage charge equal to the cost of replacement or repair. No other College furniture (i.e. lounge furniture) other than the assigned furnishings may be moved into your room. Removal costs and fines may be assessed if unauthorized furnishings are found in your Residential Accommodation or common spaces. You may not store any items in halls or other common areas or passageways of the Residence Hall. Decorations on the outside of doors may not cover more than half of the door area, or one-quarter of the surface for student rooms in stairwells. Any decorations that could block or inhibit use of a fire exit are prohibited. Electric string lights are prohibited as decoration in exterior spaces, such as the hallway or doorway. The Office of Residence Life reserves the right to ask students to remove any decoration deemed as a potential fire hazard.

3.6 Personal Property. The College is not liable for any loss of or damage to your personal belongings or property in College Housing.

3.7 Guest Policy. You are responsible for the escort and conduct of your visitors while they are on campus or in College Housing. You may have up to three (3) visitors who are not students at the College in at one time and who are visiting you at the College. You must be present in your Residential Accommodation when any guest is present in your Residential Accommodation; no guest may be left unattended by you anywhere within College Housing. All visitors must comply with College rules and regulations. Resident students will be held responsible, financially and otherwise, for the actions of their visitors. You must obtain permission from your roommate(s) prior to the visit of any overnight guest. Overnight guests are permitted to stay for up to six (6) nonconsecutive days in a thirty (30) day period with up to three (3) consecutive days at a time. You may lose your guest allowance privilege if you or any of your guests violates the guest policy. The Guest Policy does not allow you to host guests who are not known to you.

3.8 Prohibited Acts and Items in Residential Accommodation. The following are strictly prohibited within Residential Accommodations. This list may not be comprehensive and other prohibitions may be found in the Student Handbook and College policies:

- a. possession, use, distribution, purchase, sale, or exchange of illegal drugs, marijuana, narcotics or drug paraphernalia; *please note suspicion of marijuana will be referred to the Simmons College Conduct Process.*
- b. possession, use, distribution, purchase, sale, or exchange of alcohol by persons under the age of 21; possession of empty alcohol containers, including decorative pieces, by persons under the age of 21;
- c. possession or use of candles, incense, oil burners, the burning of these or any other substances, and any item that requires an open flame for use; possession of a wax warmer of any kind;
- d. possession or use of a hookah;
- e. possession, use, or sale of weapons including but not limited to firearms (including but not limited to: pellet guns, BB guns or any reasonable facsimile of a gun), mace, unregistered pepper spray (students may possess pepper spray registered with Simmons College Public Safety), explosives of any kind including fireworks, knives (with the exception of kitchenware), nunchucks, stun guns, or any other articles or substances commonly used as weapons;

- f. possession or use of electrical appliances with heating elements or high energy consumption, including but not limited to hot plates, electric coffee pots, immersion heaters, popcorn poppers, crock pots, electrical heaters, electric frying pans, electric woks, stoves, toaster ovens, standard toasters, air conditioners, torchiere style halogen lamps, lava lamps, or any other appliance which uses over 1,000 watts of electricity, and/or any appliance that does not meet current UL specifications (exceptions include hair dryers, as well as coffee pots, electric tea kettles, irons, and rice cookers with automatic shut offs);
- g. possession or use of microwaves with the exception of those attached to MicroFridges; possession or use of refrigerators that are larger than 3.5 cubic feet;
- h. waterbeds or possession of any bed mattress that is not issued by the College;
- i. possession of any type of upholstered furniture not provided by the College which do not meet Massachusetts Regulations which require furniture in college dormitories to meet the standard of CAL 133 or CAL 117 (each piece must be suitably labeled and written notice of compliance is required);
- j. smoking (including e-cigarettes and vaporizers) is prohibited anywhere in the Residential Accommodation, in any other location in or around College Housing, and anywhere outside on the Simmons College Campus.
- k. cinderblocks;
- l. having pets or animals of any kind with the exception of service animals and small fish in properly maintained tanks of no more than a five-gallon capacity;
- m. possession of gasoline-powered machinery such as motorcycles or mopeds and any other combustible items including combustible engines, flammable liquids, non-electric lanterns, and large combustible decorations;
- n. hanging anything outside windows or on the residence hall facades, or placing anything on outside window ledges, except as part of an official College event or with the approval of the Director of Residence Life;
- o. hanging anything on or from interior room walls, ceiling, sprinklers, or fire detectors and covering the walls/ceiling with excessive decoration, covering over a quarter of the wall, so as to create a fire safety hazard as may be determined by Residence Staff during health and safety inspections;
- p. Decorations such as cornstalks, natural wreaths, straw, dried plants, cloth or cotton batting are prohibited on doors or in hallways.
- q. Possession of hover board, battery and/or hover board charger is prohibited.
- r. Any unauthorized occupancy or violation of the Guest Policy in a Residential Accommodation.
- s. Operating personal business within the residence hall (including all services and goods). Includes online businesses.

SECTION 4: RESIDENCE LIFE EXPECTATIONS AND GUIDELINES

4.1 Compliance with Residence Life and College Conduct Standards. Your right to occupy the Residential Accommodation under this Housing Contract is subject to your compliance with all College policies, conduct standards, and requirements as set forth in the online Student Handbook at: simmons.edu/handbook

SECTION 5: CANCELLATION, WITHDRAWALS, AND REFUNDS

5.1 Cancellation Requests. In order for you to cancel this Housing Contract, you must submit a written request by the dates specified above and receive written approval from the Office of Residence Life. You may cancel this Housing Contract after it has been accepted and prior to the beginning of classes for the Fall or Spring semester, only on the following grounds, however any refund of the Room and Board charges will be made only in accordance with Section 5.1:

- withdrawal for academic or medical reasons (approved by the College);
- leave of absence (approved by the College);
- transfer to another college or university;
- participation in a College sponsored domestic exchange, study abroad, or internship program which requires living outside of the College's local area.

If you wish to withdraw to commute from a permanent residence, the withdrawal request will only be considered if you present evidence of a change in circumstance between the initial deposit date or housing selection and the time of the withdrawal request, with supporting documentation as may be requested by the College. Please note that carrying fewer than 12 credits is not grounds for cancellation of the Housing Contract. While a requests will be considered, you should understand that you are bound to the obligation of the Housing Contract unless and until your receive written notification from the Office of Residence Life that your cancellation request is approved.

5.2 Termination. The College shall have the right to terminate your Housing Contract on the following grounds:

- disciplinary action which requires you to leave the College or College Housing
- your academic withdrawal for failure to maintain class attendance
- your failure to register for classes or to pay all or any portion of tuition, Room and Board, or other charges when and in the amount due
- your failure or to carry fewer than 12 credits without approval from the Office of Residence Life
- in the College's absolute discretion when it is deemed in the best interest of the College, in the student's best interest, or in the best interest of other students

Should the College terminate your Housing Contract for any of the reasons listed, you will not be entitled to a refund of the Room and Board charges except as is provided in Section 5.3.

5.3 Refund Policy. Room and Board charges are refundable only if you give written notification of withdrawal to the Office of Residence Life prior to the date of occupancy, based on one or more of the reasons for withdrawal listed in Section 5.1 and if the request is approved by the College. No portion of the housing deposit is refundable. If a resident student withdraws from housing between July 8, 2017-September 8, 2017 they will be charged a \$400 administrative fee as well as forfeit their housing deposit. Students may appeal this fee based on grounds of withdrawal for leave of absence. If you submit your withdrawal notice during the first four weeks of a semester, and officially withdraw from residence, your refund will be made according to the schedule for refund for room and board charges below. No refund will be made if you withdraw after the Friday of the fourth week of the semester. (Federal financial aid recipients may be subject to different rules, and students are encouraged to meet with a financial aid counselor at Student Financial Services for an explanation of their individual case).

Schedule of Room and Board Refund Fall 2017:

| | |
|-----------------|---|
| Thru 7/7/17 | \$250 Housing Deposit retained by the College |
| 7/8/17-9/8/17 | \$400 administrative fee plus \$250 Housing Deposit retained by the College |
| 9/9/17-9/15/17 | 80% of room and board refunded |
| 9/16/17-9/22/17 | 60% of room and board refunded |
| 9/23/17-9/29/17 | 40% of room and board refunded |
| 9/30/17-10/6/17 | 20% of room and board refunded |

After 10/7/17 No refund given

Schedule of Room and Board Refund Spring 2018:

| | |
|------------------|---|
| 11/18/17-1/19/18 | \$250 Housing Deposit retained by the College |
| 1/20/18-1/26/18 | 80% of room and board refunded |
| 1/27/18-2/2/18 | 60% of room and board refunded |
| 2/3/18 - 2/9/18 | 40% of room and board refunded |
| 2/10/18-2/16/18 | 20% of room and board refunded |
| After 2/17/18 | No refund given |

Refunds will be made in accordance with the College's policies found on the Student Financial Services website. Any refunds that are due shall be applied to any outstanding balances in your student account.

SIGNATURE ON FILE

By submitting the housing application online or by submitting a signed paper copy to the Office of Residence Life, you agree to a full academic year contract and agree to comply with all College and Residence Life policies as described or referred to in this Housing Contract and in the student handbook. Please retain a copy of this Housing Contract for your records.