RHODE ISLAND COLLEGE
RESIDENCE HALL ROOM AND DINING CENTER
2011-2012 CONTRACT

A. ROOM RESERVATION- DAMAGE DEPOSITS AND ROOM FEES REFUND
   1. Rooms are contracted for the entire academic year.
   2. Should this contract be broken prior to or during the academic year, the room reservation deposit is non-refundable. Otherwise, the room reservation deposit will be refunded for the spring semester. If a resident withdraws prior to or during the academic year, the damage deposit will be refunded minus any assessed damages. See Section D, item number 2 for further damage deposit information.
   3. Refunds (Residence Halls)
      If a new student withdraws from the College between July 15 and December 31, the room fees will be refunded on a prorated basis from their official date of withdrawal.

      If a resident withdraws from the residence halls or the college before July 15 the room and board fees will be cancelled for the year minus the room reservation of $100.

      If a resident wishes to withdraw from housing but remain a student at RIC, he/she must submit a request for release form to the Office of Residential Life & Housing. The resident must provide sufficient information that a release from the contract is appropriate. Approval of the request will be provided in writing and approval is not guaranteed. Residents who do not receive approval will be billed for housing and a meal plan for both semesters whether or not they actually live in housing or use any portion of the meal plan.

      However, if the vacated space can be filled, then as determined by the order of withdrawal (by date), a prorated refund of the room fee will be issued. For each semester, the vacating student is responsible for payment until the space is filled, including if the student no longer attends Rhode Island College. The transfer of another resident or placement of a new resident into the vacated room does not constitute a filling of the space.
Refunds (Meal Plan)

Note: Meal Plans are contracted for the entire academic year.

Any resident who is approved to withdraw from housing and continues as a student at RIC may continue to use their Meal Plan and will be billed accordingly.

If a resident withdraws from the residence halls or the college before July 15 the Meal Plan fees will be cancelled.

If a student new to RIC, withdraws from the College after July 15, the Meal Plan fee will be refunded on a prorated basis based upon the latter of week after their last use of the Meal Plan or the date their request for release was approved.

Any resident who is approved to withdraw from housing and who chooses not to continue using their Meal Plan shall be provided a refund of the food cost portion of their plan, prorated, based upon the latter of week after their last use of the plan or the date their request for release was approved.

Residents who do not receive approval will be billed for the Meal Plan for both semesters whether or not they actually live in housing or use any portion of the Meal Plan.

4. Exceptions to the above conditions will be made only under extenuating circumstances by the Director of the Office of Residential life and Housing and/or the Director of Dining Services.

B. ROOM OCCUPANCY

1. A resident must occupy their own assigned room; it may not be sublet.

2. Room and Hall changes will not be permitted during the first month of each semester. Changes, when approved are granted on a “first come, first serve” basis. A fine of $50.00 per person will be charged for any illegal room changes and/or unauthorized housing of non-residents. Resident students who allow other residents or non-residents to live in their room and/or suite are subject to eviction from the residence halls.

3. When an occupant enters or withdraws from the hall or transfers to another hall, he/she must complete the official check-in or check-out procedures and have their room checked by a Resident Assistant or Residence Hall Director before an adjustment can be made. Failure to check-out properly may result in a $50.00 fine.

4. Students must completely vacate their rooms within 24 hours after their last exam (each semester) or by the official date of closing whichever comes first, within 48 hours following termination of their student status, and at designated vacation/closing periods during the year. A fine of $50.00 will be assessed if an unauthorized student is found in a residence hall after official closing.
5. **The room fee does not cover occupancy of the room during vacations, holiday periods, semester break and the summer.** The College reserves the right to use a student’s room during a vacation period. Notice of intended use will always be given so that the student may make arrangements for their property.

6. NSE and International students, and students with other exceptions who receive written permission to occupy a space in the halls during vacations, holiday periods and the semester break may pay an additional fee for each day/week.

7. The Residential Life and Housing Office has the right when there are two or more double rooms occupied by one person, to move students together so that all double rooms are occupied by two people, or the student can pay the cost of both spaces.

8. Students in “over-crowded” doubles will be offered to move to regular spaces as they become available. At that time the “regular” room rate will become effective. Students are required to move into the offered space.

9. Students are responsible for all activities occurring within their room, suite and bathroom. This would include any improper behavior and/or damage to the property in their presence or absence by a guest.

10. The College reserves the right to assign and reassign a student’s room assignment when in its sole discretion such action is deemed necessary.

11. Resident students must personally live in their assigned space at least 50% of any given billable week. Any variation to this must be reported to and approved by the Director of Residential Life and Housing. Violation of this policy may result in termination of this resident agreement.

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**C. TERMINATION OF RESIDENCY**

1. Withdrawal and/or dismissal from the College requires termination of residency.

2. **A student’s residency will be terminated if they do not sign for their keys and occupy their room assignment within three (3) business days after the first day of classes for the semester and the space will be reassigned.** By reassigning the space, the student is not released from the obligations of the Residence Hall Room and Dining Center Contract. Exception would be students who informed the Office of Residential Life and Housing, in writing, as to a planned arrival at a later time.

3. **Voluntary Termination**- A student who voluntarily terminates residency must officially withdraw from the residence hall by completion of the Residence Hall Withdrawal Form and must be properly checked out with return of all keys and the room condition report to Hall Staff. See section A, item number 3 for refund information.

4. **Involuntary Termination**- Students who have a medical or emotional difficulty or who violate the conditions of this contract may be required to terminate residency. The resident must complete the Residence Hall Withdrawal Form and must be properly checked out with return all keys and the room condition report to Hall Staff. See section A, item number 3 for refund information.
5. Any residents involved in deliberately discouraging or rejecting a fellow student who is officially applying for or attempting to occupy a legitimate vacancy, will be reassigned within College housing or may be dismissed from College housing.

D. CONDITIONS GOVERNING RESIDENCY

1. Each resident is automatically a member of their Hall Government and the Resident Student Association (RSA). Dues ($20.00 annually) are established and administered by the Office of Residential Life and Housing and must be paid before the room may be occupied.

2. Each resident must pay a damage deposit of $100.00 when reserving his/her room. Residents are billed for damages, losses and illegal phone calls as they occur during the period of occupancy. (The deposit will be credited to the following academic year’s bill minus any outstanding charges at the end of the current academic year.)

3. Residents will be held liable for damage to or loss of College property based on inspection before and after occupancy. Residents are not allowed to make changes or adjustments to rooms or furnishings (i.e. deadbolt locks, construction of lofts, painting of rooms and suites, etc.) without prior approval from the Office of Residential Life and Housing. Rooms, bathrooms and suites must be left clean and in good condition. Each student is individually responsible for damage or loss in their room. Damages or losses in a suite or hall for which responsibility cannot be assessed to an individual will be charged to members of that particular suite or hall. Any student who is billed for personal damages (excluding common area charges) in excess of $400 will have his/her housing status reviewed in light of his/her previous discipline record and personal housing damage charges.

4. Residents are responsible to obey all rules of their hall government and regulations of the College as printed in this contract, the Office of Residential Life and Housing Resident Student Handbook, and the Rhode Island College Student Handbook. Changes in policies may occur during the year if necessitated by changes in state laws or for the protection of residents and must also be followed. Violators are subject to termination of their residence hall contract and/or disciplinary action by a College authority or Judicial Board. Included in these College/Housing regulations are restrictions against the following:
   a. Gambling
   b. Use, sale or possession of illegal or prescription drugs or paraphernalia (except under direction of a physician).
   c. Improper use of fire extinguishers, tampering with fire safety equipment or causing a false fire alarm.
   d. The housing and/or visit of any animal in a room, suite or bathroom.
   e. The storage of vehicles/motorcycles in the building or courtyard.
   f. Consumption and/or possession of alcoholic beverages, containers and paraphernalia (i.e. shot glass, beer funnel, etc.)
   g. The possession of firearms, knives, explosives, (including firecrackers), incendiary (including candles and halogen lamps) or other dangerous devices.
h. Salespeople and solicitors of college and non-college groups or sale of goods and services from a room and/or suite without the written approval of the Director of Residential Life and Housing.

i. Advertisements not approved by Residential Life and Housing.

j. Fighting and/or use of physical force.

5. No resident may add major appliances (i.e., air conditioner) or stationary sports equipment to their room/suite or move any College property, (i.e. room, suite and lounge furniture) from assigned locations in the building without the permission of the Residence Hall Director.

6. Duly authorized College representatives shall have the right to enter housing spaces without prior notice for the purpose of a) fire safety and health inspections, b) compliance with multiple dwelling unit laws, c) responding to clear indications of immediate danger to life, safety, health or property, or d) maintaining the conditions of the facilities and furnishings. Whenever possible, students will be present during these entries. Students will be notified at least 48 hours before Health and Safety Inspections are conducted.

7. A search of premises occupied by students or the personal possessions of students may be conducted upon authorization of designated College Officers or Police to determine compliance with Campus regulations and State Laws where there is probable cause to believe that a violation has occurred or is taking place.

8. The College is not responsible for injuries or loss of student property by fire, theft, water damage, etc. Residents are urged to check their family or personal insurance policies regarding coverage, and if necessary, arrange a policy to protect their valuables.

9. Residents must abide by the College’s visitation and escort policies at all times.

10. The College reserves the right to suspend a student’s housing provided by this contract when the safety or health of the student or any member of the College community is threatened, pending due process action by an appropriate judicial authority or administrative officer.

11. The Office of Residential Life and Housing reserves the right to suspend housing provided by this contract if money is owed to Residential Life and Housing or to the College. This includes: room reservation and damage deposits, room and board fees, monies owed for outstanding hall damages or other bills.

12. Residents are required to uphold and abide by College Recycling Procedures.

13. Smoking of tobacco products are prohibited in all areas within and immediately surrounding the residence halls.

14. Monetary fines will be assessed for various Residential Life and Housing Policy Violations or for the failure to pay previously assessed fines.

15. To be eligible for on campus housing, a student must be enrolled at Rhode Island College as a full-time, matriculated student taking a minimum of 12 credit hours per semester. Any special circumstances otherwise need to be approved by the Director of Residential Life and Housing.

16. To be considered a resident in Rhode Island College Housing, a student must: have on file in the Office of Residential Life and Housing a current Residence Hall Room and Dining Center Contract, be issued keys by the Office of
Residential Life and Housing and have completed the proper “Room Condition Report”.

17. Cinderblocks are prohibited in the Residence Halls.

18. A student may not be able to participate in the Housing Eligibility Process and/or the Room Selection Process if they are on Housing Probation for an alcohol or drug policy violation.

E. POLICIES FOR DINING SERVICES

1. In accordance with existing covenants, all students who elect to reside in College residence halls are required to purchase one of four currently offered Meal Plans.

2. The College reserves the right to adjust Meal Plan rates during the year to compensate for cost of living increases.

3. Residents have the sole responsibility for monitoring their Meal, Guest Pass, and Bonus Point balances.

4. Special Diets. The College is a non-sectarian institution and resources are not available to construct special diets for religious, personal or unique medical reasons. All Residents with dietary issues are encouraged to consult with Health Services or the Dining Service Nutritional Consultant for advice.

5. Alcohol. Alcohol is not permitted in the Dining Services facilities.

6. Misuse. Improper use of the Dining Services meal cards including use by other than the issuee is prohibited. Offenders will be referred to the College Judicial System for formal judicial action. Persons attempting to use meal cards not belonging to them may be billed for a full semester meal plan and/or have sanctions imposed as a result of formal judicial action.

7. Loud or Abusive Action. Loud and/or abusive action (including harassment of staff/students and participation in “food fights”) which disturbs or threatens the peaceful assembly of students in the Dining Services facilities will be grounds for referral to the College Judicial System.

8. Dining Services recognizes that Residents will miss meals and has factored this into the Meal Plan costs. There is, therefore, no refund for missed meals.