

COLLEGE OF CHARLESTON  
**RESIDENCE HALL CONTRACT**  
ACADEMIC YEAR 2016-2017

THIS AGREEMENT IS BINDING FOR THE ENTIRE ACADEMIC YEAR (FALL AND SPRING SEMESTERS).

I. **GENERAL CONDITIONS**

A. **ELIGIBILITY:** A resident of campus housing must be enrolled at the College of Charleston or in a College of Charleston sponsored program. The age limit is 24. Exceptions due to extenuating circumstances may be considered. Priority for campus housing will be given to undergraduate students who are enrolled in nine (9) or more credit hours. The College reserves the right to refuse residence hall admission or readmission at any time if the student fails to meet College admission requirements.

B. **DURATION:** This residence hall contract is for two academic semesters (Fall 2016 and Spring 2017) beginning opening weekend in August and ending at noon on the day following the last day of final exams for the Spring semester. All residence halls will be open for fall break, Thanksgiving break and spring break. Only Kelly House, Warren Place, George Street Apartments, and Historic Houses will remain open for winter break. A daily fine will be imposed for not vacating by the assigned date and time. In connection with approved College programs, students may be granted permission to move-in before or move out after the occupancy period outlined above. A daily charge will apply for each day outside the regular occupancy period.

C. **MEAL PLANS:** First time entering freshmen (regardless of credit hours) living in campus housing during their first academic year are required to purchase a qualifying College of Charleston meal plan. Cancellations are not permitted unless the student's request has been approved by Cougar Card Services. Meal plans are billed by semester and assigned by academic year; the meal plan selected for an initial term is the default plan for the subsequent term. This selection may be changed until 5:00 pm on the last day of drop/add. All meal plan rates are subject to change and final approval by the Board of Trustees. Meal plan term and conditions may be found at <http://cougarcard.cofc.edu/meal-plans/index.php>.

D. **HOUSING FEES:** A \$200.00 nonrefundable housing prepayment and \$50.00 nonrefundable application fee must be paid prior to submitting the housing application. **Once approved by the Board of Trustees, the 2016-2017 Housing rates will be posted on the Campus Housing website.** For the most up-to-date housing rates, check our website at <http://housing.cofc.edu/residence-halls/index.php>. Rates include fully furnished rooms, all utilities, laundry, IPTV and high-speed wireless Internet.

**NOTE:** Should a student's housing assignment change, fees will be prorated based on check-in and checkout dates.

E. **VIOLATIONS OF POLICIES:** The College will remove a student from campus housing for the following reasons: violation of housing policies and regulations as stated in this contract and the *Guide to Residence Living*, such as vandalism, physical violence, disrespect to a college staff member, possession of or participation with illegal substances, drug paraphernalia, or weapons, whether such policies and regulations be now in effect or later enacted after due notice; the student's health (mental or physical) renders the student unqualified for group living; or failure to enroll. The College reserves the right to remove a student if it is deemed to be in the student's best interest - for psychological/behavior problems or due to a change in the use of College residence hall space. The College also reserves the right to move students in order to accommodate a student with a physical limitation or disability. The College reserves the right to revoke privileges such as visitation as a disciplinary measure. The College reserves the right to fine students individually or as a group for violations of residence hall policies. The College reserves the right to remove students for multiple policy violations (three or more whether major or minor in nature). Students removed from the residence hall for disciplinary reasons can re-apply for housing for the following academic year by submitting a written request to the Conduct Coordinator for Residence Life. Campus Housing reserves the right to accept or reject such a request after consideration. If the student is removed from the residence halls for disciplinary reasons or for a violation of housing policies and regulations, the student will be held responsible for the full housing fee for the entire academic year. Removal from housing does not automatically cancel meal plan enrollment. If the student no longer wishes to participate in the meal plan, the student must make an inquiry with Cougar Card Services.

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F. REGULATIONS: The following are not permitted and are subject to confiscation by the College: Cooking appliances and heaters, candles, cinder blocks, incense and burners, alcohol or illegal substance containers/paraphernalia, animals (except for fish), waterbeds and lofts, electrically amplified musical instruments, amplifiers with stereo sets, drums and drum sets, and any items found not in compliance with the *Guide to Residence Living*. The College will remove the non-regulation item(s) from a student's room and such items will be returned solely at the discretion of Campus Housing.

G. AUXILIARY SERVICE: Campus Housing is an auxiliary service and is required to be self-supporting by the State of South Carolina. Therefore, the terms, conditions, and services provided, as enumerated in this contract, are subject to change upon reasonable notice.

H. EQUAL OPPORTUNITY: The College of Charleston is committed to a policy of affirmative action, which assures equal opportunity in education and employment to all qualified persons regardless of gender, sexual orientation, gender identity or expression, age, race, color, religion, national origin, veterans' status, genetic information, or disability, as proscribed by law. In accordance with this policy, no factor except gender and age shall be considered in making room assignments or approving room changes. These factors are considered due to the traditional nature of our facilities and the atmosphere of college residence life.

## II. OBLIGATIONS OF THE STUDENT

A. CANCELLATION OF APPLICATION/CONTRACT: It is the responsibility of the student to notify Campus Housing should the student wish to cancel his/her housing application or contract. The application fee is not refundable for any reason. A student may cancel his/her housing application via the MyHousing/Dining portal until August 15, 2016. After that date students may make a written request (email, fax, US Postal Service, or completion of Housing Cancellation Form) to Campus Housing for contract cancellation according to the cancellation policy listed below.

a. Students have until April 30, 2016 to cancel their housing application and contract with no penalty. The cancellation must be received via the MyHousing/Dining portal by April 30, 2016 to receive a refund of the housing prepayment.

b. After April 30, 2016 the following penalties will apply to students who wish to cancel their housing application and contract:

1. **INCOMING STUDENTS: Between May 1st – June 30th** – students may cancel their academic year housing contract during this time; however, they will forfeit the \$200 housing prepayment. The cancellation must be received via the MyHousing/Dining portal by June 30, 2016. If the \$200 prepayment was waived for any reason, the \$200 prepayment will be charged to the student's account.

**Between July 1st – July 31st** – Incoming students may cancel their academic year housing contract during this time; however, a cancellation penalty of \$500 will be charged to the student's College account (\$200 prepayment forfeiture fee plus a \$300 cancellation fee). The cancellation must be received via the MyHousing/Dining portal by July 31, 2016. If the prepayment was waived for any reason, the \$500 cancellation penalty fee will be charged to the student's account.

**Between August 1st – August 23rd** – Incoming students may cancel their academic year housing contract during this time; however, a cancellation penalty of \$1000 will be charged to the student's College account (\$200 prepayment forfeiture fee plus an \$800 cancellation fee). The cancellation must be received via the MyHousing/Dining portal by August 15, 2016 or by sending written notification after August 15, 2016 via email, fax, or US Postal Service to Campus Housing. If the prepayment was waived for any reason, the \$1000 cancellation penalty fee will be charged to the student's account.

2. **INCOMING STUDENTS NOT ATTENDING THE COLLEGE:** Students may cancel their academic year housing contract; however, they will forfeit the \$200 housing prepayment. The cancellation must be received via the MyHousing/Dining portal by August 15, 2016 or by sending written notification after August 15, 2016 via email, fax, or US Postal Service to Campus Housing. If the \$200 prepayment was waived for any reason, the \$200 prepayment will be billed to the student.
3. **RETURNING STUDENTS:** **Between May 1st – June 30th** – students may cancel their academic year housing contract during this time; however, they will forfeit the \$200 housing prepayment. The cancellation must be received via the MyHousing/Dining portal by June 30, 2016. If the \$200 prepayment was waived for any reason, the \$200 prepayment will be charged to the student’s account.

**Between July 1st – July 31st** – Returning students may cancel their academic year housing contract during this time; however, a cancellation penalty of \$500 will be charged to the student’s College account (\$200 prepayment forfeiture fee plus a \$300 cancellation fee). The cancellation must be received via the MyHousing/Dining portal by July 31, 2016. If the prepayment was waived for any reason, the \$500 cancellation penalty fee will be charged to the student’s account.

**Between August 1st – August 23rd** – Returning students may cancel their academic year housing contract during this time; however, a cancellation penalty of \$1000 will be charged to the student’s College account, (\$200 prepayment forfeiture fee plus an \$800 cancellation fee). The cancellation must be received via the MyHousing/Dining portal by August 15, 2016 or by sending written notification after August 15, 2016 via email, fax, or US Postal Service to Campus Housing. If the prepayment was waived for any reason, the \$1000 cancellation penalty fee will be charged to the student’s account.

- c. After **August 23, 2016**, the contract will be binding. If a student fails to occupy his/her room by August 23, 2016, the room may be reassigned if proper notice is not given to the Department of Campus Housing that the student will arrive late. A student who enrolls and fails to occupy his/her assigned room will be responsible for paying the full housing fee for the space. All rights will be forfeited if the assigned student does not occupy the space.

The only reasons a student will be released from the housing contract after August 23, 2016 will be:

1. Withdrawal/Transfer from the College of Charleston
2. Graduate from the College of Charleston
3. Academically ineligible to return
4. Study Abroad/National Exchange
5. Full time internship outside of Charleston, Berkeley, and Dorchester Counties (documentation required)
6. Marriage (documentation is required)

Students must notify Campus Housing in writing if they are cancelling the housing contract for one of the six reasons stated above. If the student has checked into the residence halls, the housing fees will be prorated based on the date that the student checks out of his/her residence hall. If the student does not check into the residence halls and it is after opening day, the fees will be prorated based on the date of withdrawal/leave of absence from the institution. The \$200 housing prepayment will be forfeited and not returned to the student. If the prepayment was waived for any reason, \$200 will be charged to the student’s account. The application fee is not refundable for any reason.

Notification of graduation, withdrawal, transfer, academic exclusion, marriage, or full-time internship to the Admissions Office, Dean’s Office, Registrar’s Office, or Treasurer’s Office **does not** constitute a withdrawal from the Department of Campus Housing. Written notification to the Department of Campus Housing is required, in addition to notifying the other offices.

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If a student is released from the contract for one of the above reasons (ex. withdrawal) and then re-enrolls in the College during the term of the contract, the College will require the student to be financially liable for housing fees during the agreement period. The College will hold the student liable for payment of the full housing fee if the student does not cancel the contract in writing by the dates stated above or is not granted release for one of the six reasons stated above and attends the College.

Students who wish to be released from the housing contract after August 23, 2016 and who do not meet one of the six criteria stated above may submit a letter to the Campus Housing Contract Release Committee. This committee will hear only **extraordinary** cases concerning a student's release from the housing contract. **Getting an apartment off campus is not a reason for cancelling and students will not be released for this reason. The fact that a lease has been signed off campus is not an argument or justification to be released from the contract.** The \$200.00 prepayment and the application fee cannot be refunded for any reason. Submissions to the Contract Release Committee should be sent to Campus Housing, c/o Chair of the Contract Release Committee, 40 Coming Street, Charleston, SC 29424.

B. The student is responsible for knowing and observing the principles and policies governing conduct and procedures as stated in the *Student Handbook* and the *Guide to Residence Living*. Students will be removed from the residence halls for policy violations. There will be no refunds. Full payment of residence hall fees is required from students who are removed from the residence halls for any reason.

C. The student is responsible for the condition of his or her assigned room and jointly responsible with other students for his or her residence hall or house and may be fined under the College's collective assessment policy for damage to the residence hall or house and its common areas, such as lobbies, lounges, halls, elevators, and stairwells in addition to their room or suite. The College reserves the right to levy and collect charges for damages due to unauthorized use of rooms, equipment, or buildings, and for special cleaning necessitated by improper care of rooms or equipment. Each student is asked to inspect his or her assigned room upon arrival with the aid of an online room condition report form to make note of any problems or malfunctioning equipment that exists at the time so that charges will not be levied against the student unfairly. Students will be removed from the residence halls for vandalism. There will be no refunds, and full payment of the contract is required.

D. The assigned student must occupy his/her room in person and may not sublet it to another person. The student shall at no time collect payment or compensation from another individual for the use of his/her room. The student may not change his/her assignment or room without advance written approval of Campus Housing.

E. The student agrees to indemnify and hold harmless the College of Charleston, its agents, and employees from any and all suits, claims, demands, liabilities, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of any injury to the student's personal property or the property of others while in the possession of the student during the term of this contract.

F. The student understands that rooms are normally occupied by two or three students who share the bath, furniture, and closet space, and agrees to live in this space as provided. Students may not move College furniture outside of their room or suite and it may not be removed. Students cannot bring their own furniture. In the event that one of the occupants move from the room or the other bed(s) is not assigned, the student(s) agree(s) to accept an assigned roommate or move to another available space upon request.

G. The College does not accept responsibility for student property and does not provide insurance of student's property. The purchase of renter's insurance is highly recommended. See Section III, paragraph B. During winter and spring break personal property is to be secured and valuables removed.

H. Students who wish to change their meal plans (freshmen students residing in campus housing may only change to another qualifying mandatory meal plan) have until 5:00 p.m. on the final day of drop/add to do so. All changes must be made through Cougar Card Services.

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**III. OBLIGATIONS OF THE COLLEGE**

A. The College shall grant the use of the facilities from the published date that residence halls open, except during official recesses, until the published date that residence halls close.

B. In the event of mechanical, electrical, or water difficulties, the College shall make all reasonable efforts to restore service but shall give no abatement in room rates because of inability to restore service, and shall not be liable for any inconveniences or damage to student property.

C. The College shall furnish to each student habitable premises containing furnishings and equipment in good working usable condition, which are to be shared by occupants of the room. Students are housed in one-, two-, and three-person room situations and share baths, furniture, and closet space.

D. The College shall assign a room based on available housing space after the student - and where appropriate, his or her guardian - has signed this contract and paid the required housing application fee and prepayment. Whenever possible, requests for a specific building, room, and roommate will be honored, but cannot be guaranteed. The College reserves the right to require assignment changes when it considers this necessary or advisable. Due to an extremely high level of interest in on-campus housing, the College reserves the right to assign students to "Overflow" accommodations including, but not limited to, converted study or utility rooms, student staff rooms, standard double rooms converted to triple rooms or off-campus accommodations in the event regular spaces are not available.

E. The College will conduct announced and unannounced inspections of rooms for sanitary and safety conditions, unauthorized property, and property damage. Inspections will be conducted by residence hall directors and College staff. Spot inspections will be conducted by authorized College employees for necessary repair and maintenance in order to maintain College property.

F. The College reserves the right for appropriate officials to search individual rooms in cases where there is reasonable cause to believe that the occupant has concealed within his or her room property or is engaging in conduct which is in violation of College policy and/or student regulations.

If such property is discovered, the College will seize the property. Students may be removed from the residence halls as a disciplinary action and will be held responsible for the full housing fee. If a student feels that he or she has been removed unfairly, he/she may submit a written letter of appeal to the Executive Vice President of Student Affairs.

G. The College reserves the right to request a search warrant from the City of Charleston where there is probable cause to believe (a) that a violation of state or municipal law has occurred or (b) that the occupant has concealed within the room property or is engaging in conduct which is a violation of municipal, state, or federal law.

H. The College of Charleston assumes no liability for bodily injury or damage to or loss of personal property.

I. Dining Services suspends service for the following College breaks: Thanksgiving, Winter Holiday, Spring Break and Graduation. Meal plans are not accepted during these times; however, College restaurants may be open for business during these breaks. These locations will gladly accept cash, Dining Dollars, Cougar Cash, and credit card transactions. Holiday schedules are posted on the Dining Services web site and at each dining location.

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This Residence Hall Contract, for and in consideration of the mutual agreements hereafter set forth, is entered into between the undersigned student, and the College of Charleston, Charleston, South Carolina for accommodations for the period from the first day of the fall semester to the last day of the spring semester, as of the (current date) \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Student's Full Name (Print)

Student's College ID Number

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Student's Permanent Address

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Student's City, State, Zip Code

I have read and agree to abide by the terms and conditions of this contract. I also agree to abide by the housing rules and regulations. I acknowledge and fully understand that this contract is for the academic year (Fall 2016, Spring 2017). I understand that I am fully bound to the terms of this contract, including full payment of room rental charges for both the Fall and Spring Semester, even if I decide not to occupy my residence hall assignment. I have read and fully agree to abide by the Dining Services meal plan policies, even if I decided not to use my chosen meal plan. I understand that I have read the cancellation policy in section II, paragraphs A-C of this contract and I agree to the terms and conditions of the cancellation policy.

The College reserves the right to assign any and all delinquent accounts to a collection agency and this can and will include outstanding housing fees. You will be responsible for all past due amounts and all additional collection cost (33.33%) as well as legal fees. By my signature I understand and agree to this stipulation.

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Student's Signature

Date

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Parent/Guardian if under the age of 18

Date

STUDENTS CAN BE REMOVED FROM THE RESIDENCE HALLS FOR POLICY VIOLATIONS. IF NO ONE TAKES RESPONSIBILITY FOR ILLEGAL SUBSTANCES AND ALCOHOL FOUND, ALL STUDENTS IN THE SUITE WILL BE HELD RESPONSIBLE. ALL STUDENTS ARE RESPONSIBLE FOR REPORTING VIOLATIONS OF RESIDENCE HALL POLICIES. FULL PAYMENT OF RESIDENCE HALL FEES IS REQUIRED FROM STUDENTS WHO ARE REMOVED FROM THE RESIDENCE HALLS FOR ANY REASON. THERE WILL BE NO REFUNDS. ANY POLICY PRESENTLY UNDER REVIEW, OR ANY CHANGES TO THE POLICY WILL BE OUTLINED IN THE "GUIDE TO RESIDENCE LIVING".

Student may wish to make a photocopy of this contract for his/her records.

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