

COLLEGE OF CHARLESTON

CAMPUS HOUSING CONTRACT

2022-2023 ACADEMIC YEAR

I. GENERAL CONDITIONS

A. INTRODUCTION: This contract sets forth specific rights and obligations related to student housing at College of Charleston. The student agrees to abide by all College policies, regulations, and administrative requirements as a condition of retaining the right to live on campus. The College reserves the right, through appropriate authorities, to change its policies as necessary to maximize achievement of College goals.

Students attending the College of Charleston are not required to live on campus.

This contract becomes effective after the completed Campus Housing Application has been electronically submitted. For the purposes of this contract, a “signed contract” is created when students who are over the age of 18 digitally sign the Campus Housing Contract within the MyHousing/Dining portal. If the student is under the age of 18, a parent and/or legal guardian must digitally co-sign and submit the Campus Housing Contract in order for the housing application to be considered complete.

B. ELIGIBILITY: A resident of campus housing must be enrolled in at least three courses at the College of Charleston, a College of Charleston approved Bridge program, or in a College of Charleston sponsored program. Exceptions due to extenuating circumstances may be considered. Priority for campus housing will be given to traditional undergraduate students who are enrolled in twelve (12) or more credit hours. A resident of campus housing must also be in compliance with the College’s immunization policy, prior to being able to move onto campus. <https://policy.cofc.edu/documents/8.4.1.pdf> The College reserves the right to refuse residence hall admission or readmission at any time if the student fails to meet College admission requirements. Students who are no longer enrolled in classes, no longer participating in the assigned college program, or are dropped for non-payment will be ineligible to remain in college housing and are required to move out of the residence halls within 2 business days.

C. PERIOD OF OCCUPANCY: This campus housing contract is for two academic semesters (Fall 2022 and Spring 2023) beginning opening weekend in August and ending on the day following the last day of final exams for the Spring semester. All residence halls will remain open for fall break, Thanksgiving break and spring break. All residence halls will close for winter break. A daily charge will be imposed for not vacating by the assigned date and time at the end of the fall and spring semesters. **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. All terms and conditions of this contract apply during the periods of early and late occupancy.** In the event of a national emergency, epidemic, or pandemic, as defined of the United States Centers for Disease Control and Prevention, as well as a safety emergency, civil unrest, natural disaster, act of God or other emergency, it is understood and agreed by the undersigned, that government, municipal and/or school officials may deem it appropriate for the safety, health and welfare of all concerned (students, faculty, staff and /or the general population at large), that housing students in a normal/traditional university residence hall setting may require significant alteration or re-design during the academic term, up to and including the partial or complete closure of residence halls. Residential students are required to comply with any de-densifying and other efforts needed on campus due to COVID-19 or other emergency, including, but not limited to, the relocation of all or some residential students to alternative off-campus housing. Relocation does not constitute a termination of a residential student’s housing contract. The undersigned acknowledges, understands and agrees that should conditions require these changes be made, they are required to comply with these directives. The undersigned further acknowledges that these changes do not require the College of Charleston to issue any refunds or adjustments for housing fees paid.

D. 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 according to the Medical Modification Procedure. Meal plans are billed by semester, itemized on the student bill, 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 academic drop/add. All meal plan rates are subject to change and final approval by the Board of Trustees. Meal plan terms and conditions and the Medical Modification Procedure may be found at <http://cougarcard.cofc.edu/meal-plans/index.php>.

E. HOUSING FEES: Once approved by the Board of Trustees, the 2022-2023 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, and high-speed wireless internet. Note: Should a student's housing assignment change, rates will be prorated based on check-in and check-out dates.

F. VIOLATION OF COLLEGE AND HOUSING POLICIES: The College may remove a student from campus housing, or move them to a different location on campus, for violation of college, housing, and/or residence life policies or rules, whether such policies and/or 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; failure to enroll in classes or failure to participate in a college sponsored program. 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 reserves the right to revoke student privileges on an interim or permanent basis as a conduct violation measure. The College reserves the right to fine students individually or as a group for violations of residence hall policies or destruction of college property. The College reserves the right to remove students for multiple policy violations. If the student is moved to a different on campus location or removed from the residence halls for conduct reasons and/or for a violation of housing policies, the student will be required to pay the full housing fee and meal plan fee for fall and spring semesters. There will be no refunds. Removal from campus housing does not automatically cancel meal plan enrollment. If the student no longer wishes to participate in the meal plan, the student must make a request to Cougar Card Services. Students removed from the residence hall for conduct reasons can re-apply for housing the following academic year by submitting a written request to Campus Housing. Campus Housing reserves the right to accept or reject such a request.

G. EQUAL OPPORTUNITY: The College of Charleston is committed to a policy of affirmative action, which assures equal opportunity in education and employment to all 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. Gender may be considered, in accordance with law, for individual room assignments.

H. HOUSING ACCOMMODATIONS: Students requiring accommodations based on disabilities may make inquiry with the Center for Disability Services (<http://disabilityservices.cofc.edu/accommodations/housing.php>) The deadline for requesting modified housing accommodations will be the same as the deadline to submit the housing application.

I. QUARANTINE/ISOLATION/SEPARATION: Residential students are required to comply with requests from the College of Charleston to leave their assigned space due to COVID-19 or other public health or safety emergencies, and failure to do so is a violation of College policy and may subject a student to emergency removal from their assigned space. Students may be required to make accommodations for off-campus housing should they be required to isolate or quarantine outside of their assigned space. Removal from the assigned space to isolate or quarantine does not constitute termination of a residential student's housing contract and obligations.

The College of Charleston has limited isolation and quarantine spaces on campus and will provide emergency housing to students who have extenuating circumstances that prohibit them from leaving campus to isolate or quarantine on a space-available basis. Meals will be delivered to students who are granted emergency housing. Meal taps or Dining Dollars will be used to cover the cost of meals delivered. Meal charges will be placed on the student's eBill if the student does not have a meal plan or Dining Dollars, or if the meal plan or Dining Dollars are insufficient to cover all meals delivered.

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 prior to move-in to the assigned residence hall. After that date, a student may make a written request for a contract cancellation using the *Housing Cancellation Request Form on MyHousing/Dining portal* according to the cancellation policy listed below. Note: The College reserves the right to cancel a student's application if we receive notice that the student will not enroll during the term of the contract.

1. INCOMING STUDENTS WHO DECIDE NOT TO ATTEND THE COLLEGE: Students who decide not to attend the College may cancel their housing contract; however, a cancellation penalty of \$200 will be charged to the student's eBill account. The cancellation must be received via the MyHousing/Dining portal by August 19, 2022, or by sending written notification after August 19, 2022, via email, fax, or US Postal Service to Campus Housing.

2. INCOMING STUDENTS:

a) **February 1st – June 30th** – students may cancel their housing contract during this time; however, a cancellation penalty of \$200 will be charged to the student's eBill account. The cancellation must be received via the MyHousing/Dining portal by June 30, 2022.

b) **July 1st – July 31st** – students may cancel their housing contract during this time; however, a cancellation penalty of \$500 will be charged to the student's eBill account. The cancellation must be received via the MyHousing/Dining portal by July 31, 2022.

c) **August 1st – August 19th** – students may cancel their housing contract during this time; however, a cancellation penalty of \$1,000 will be charged to the student's eBill account. The cancellation must be received via the MyHousing/Dining portal by August 19, 2022.

3. RETURNING STUDENTS:

a) **February 1st - March 31st** – students may cancel their housing contract during this time; however, a cancellation penalty of \$200 will be charged to the student's eBill account. The cancellation must be received via the MyHousing/Dining portal by March 31, 2022.

b) **April 1st - May 31st** – students may cancel their housing contract during this time; however, a cancellation penalty of \$500 will be charged to the student's eBill account. The cancellation must be received via the MyHousing/Dining portal by May 31, 2022.

c) **June 1st – August 19th** – students may cancel their academic year housing contract during this time; however, a cancellation penalty of \$1,000 will be charged to the student's eBill account. The cancellation must be received via the MyHousing/Dining portal by August 19, 2022.

4. ALL STUDENTS: If a student fails to occupy his/her room after August 23, 2022, the room may be reassigned if proper notice is not given to Campus Housing that the student will arrive late. A student who enrolls in classes 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 timely occupy the space, as required above.

a) The only reasons a student will be released from the housing contract after August 19, 2022 will be:

- (1) Withdrawal/Transfer/Leave of Absence/Graduation from College of Charleston
- (2) Academically ineligible to return
- (3) Study Abroad/National Exchange
- (4) Full-time Internship outside of Charleston, Berkeley and Dorchester Counties
- (5) Marriage
- (6) Induction into the military service/military absences that necessitate a change in residence

- b) Students must notify Campus Housing via the Housing Cancellation Request Form in the My Housing/Dining portal if they are cancelling the housing contract for one of the six reasons stated above. If the student has moved into their assigned residence for the fall semester, they will be charged a cancellation penalty of \$200 in addition to prorated housing fees based on the date that the student moves out of his/her residence hall and returns the residence hall room key. If the student does not move into their assigned residence and it is after opening day, a cancellation penalty of \$200 will be charged to the student's eBill account.
- c) Notification of withdrawal, transfer, leave of absence, academic exclusion, study abroad, full-time internship, marriage, or induction into military service to another campus department or office does not constitute a valid withdrawal from Campus Housing. The student must notify Campus Housing in writing, check-out of the assigned residence hall and return his/her room key. Students will be responsible for all room charges based on when the room keys are returned and the date of check-out.
- d) Students who are dropped from their classes (voluntarily or involuntarily) or become ineligible to enroll in classes must vacate their room assignment/residence hall within 2 business days. Students will be responsible for all room charges based on when the room keys are returned and the date of check-out. If a student drops all classes and then re-enrolls at the College during the term of the contract the College will require the student to be financially liable for the housing fees during the agreement period.
- e) If a student is released from the contract due to withdrawal, transfer, or leave of absence from the college and then re-enrolls at 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.
- f) Students who wish to request a release from the housing contract after August 19, 2022, and who do not meet one of the six criteria stated above may submit a request via the MyHousing/Dining portal along with any legally viable supporting documents or evidence to support his/her claim to be released from the contract to the Campus Housing Contract Release Committee. Requests for contract release will only be granted when circumstances are determined by the Contract Release Committee to be sufficiently extenuating as to warrant cancellation. Leasing an apartment off campus is not an argument or justification to be released from the housing contract. Students will not be released for this reason. The Contract Release Committee will review cases every few weeks. Students will be notified via email of the committee's decision.
- g) Students who are released from their housing contract for reasons other than the six reasons stated above will be charged the prorated housing fees that are based on when he/she moves out of his/her assigned residence and returns the residence hall key along with a \$200 housing cancellation penalty.

B. KNOWLEDGE OF POLICIES AND RULES: The student is responsible for knowing and observing the principles, rules, and policies governing conduct and procedures as stated in the Student Handbook, residence life policies and the campus housing contract. Students may be removed from the residence halls or moved to a different residence hall for policy and/or rule violations. There will be no refunds due to a student being moved or removed from the halls. Full payment of residence hall and meal plan fees is required from students who are removed from the residence halls for any reason.

C. ROOM CONDITIONS/CLEANING: The student is responsible for the condition of his/her assigned room and jointly responsible with other students for his/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 required to inspect his or her assigned room upon arrival and submit an online room condition report form to document any problems or

malfunctioning equipment that exists at the time so that charges will not be levied against the student unfairly. The College of Charleston will continue to implement and modify its cleaning protocols to address COVID-19 or other public health or safety emergencies in the interest of minimizing the spread of disease. Residential students will be required to properly clean their assigned spaces, using a CDC and/or SCDHEC approved disinfectant, including bedrooms, bathrooms, kitchens, and other shared spaces.

D. ROOM CHANGES/SUBLETS: 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 room assignment or move rooms without advance approval from Campus Housing. Unauthorized room changes will be subject to a fine to the student eBill account. Incoming freshmen will not be permitted to move into a Fraternity or Sorority house during their first semester in campus housing unless there is an extenuating circumstance to which an exception is made.

E. WAIVER/RELEASE/INDEMNIFICATION: The student, and if applicable, their parent and/ or legal guardian (if the student is under 18), understanding all of the dangers and risks associated with campus housing and associated activities, and in consideration of being permitted to live in campus housing, agrees to assume any and all risks associated with such activities and such housing. Further, on behalf of themselves, their family, their spouse and children (if any), along with their heirs, assigns and personal representatives, hereby agrees to release, waive, forever discharge, and covenant not to sue the State of South Carolina, the College of Charleston and its Board of Trustees, officers, employees and agents, for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a releaser, arising out of or relating to living in campus housing, or any activity related thereto in any way, or for any occurrence supplemental to such activity or housing situation. Both the student and his/her Releasers, referenced above, also agree to indemnify and hold harmless the College of Charleston and its Board of Trustees, its agents, officers, servants 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, damage or cost to the student, the Releasers, or their personal property, or the property of others while in the possession of the student, during the term of this contract, while the student is living in campus housing, and within any statute of limitations period thereafter. No one, including the College of Charleston, can completely prevent or control transmission of communicable illness, including Covid-19. Therefore, everyone should take all necessary health precautions for their own personal safety, as well as the safety of those around us. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the College of Charleston as it relates to all public health crises, including COVID-19. This includes, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, food , laundry and other service modifications, closing of certain communal spaces, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, faculty, staff, contractors and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, kitchens, living rooms, courtyards, laundry rooms and other common spaces. All residential students are prohibited from creating a health or safety hazard within their assigned living environment. The College of Charleston may request or require a resident to leave campus housing if their continued presence in the housing community poses a health or safety risk for community members and others. Requirements include, but are not limited to, all matters addressed in the College's Back on The Bricks Plan. The undersigned, on behalf of themselves and also their heirs and assigns, agrees that outside willful misconduct, they waive, release, hold harmless, forever discharge and covenant not to sue the College of Charleston, its Board of Trustees, officers, employees and agents (The Releasees) regarding any and all liability, claims, damages, and/or causes of action arising from illness, costs, expenses, damages of any kind, including death and/or disability, associated with living in a residence hall, historic house, or any alternative housing assigned by the College of Charleston and participation in its meal program. The undersigned further agrees to indemnify and hold harmless the above releasees from any and all liability or damages associated with living in a residence hall, participation in the College's meal program and/or residing in other alternative housing assigned by the College.

F. ROOM SPACE AND BED BUYOUT: 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. In the event that one of the occupants checks out or the other bed is not assigned, the student agrees to accept an assigned roommate or move to another available space upon request. Students may also have the option to buy out the other bed within the room for the semester.

G. STUDENT PROPERTY: 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. During winter break, spring break and any other times the residence halls may be closed, personal property is to be secured and valuables removed.

Students are responsible for removing all personal belongings upon check-out, leaving the room in its initial condition, prior to move-in. Any property left behind will be disposed of and any cost associated with this disposal will be charged to the student account.

H. MEAL PLANS CHANGES: 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 5:00pm on the final day of drop/add to do so. All changes must be made through Campus Services HQ.

I. REQUIREMENT TO VACATE IN EMERGENCY: In the event the College orders the campus to close because of a hurricane, natural disaster or other emergency, Campus Housing will require students to vacate his/her room until further notice. There will be no abatement for housing or meal plans.

J. TERMINATION OF CONTRACT BY THE COLLEGE: Upon reasonable notice, in its sole discretion, the College of Charleston reserves the right to terminate housing contracts due to public health emergency needs, safety considerations, acts of God, civil unrest, natural disasters, or other emergencies, including but not limited to COVID-19 and related situations. In the event the College of Charleston terminates housing contracts related to any of the above, the undersigned acknowledges, understands and agrees that these changes do not require the College of Charleston to issue any refunds for housing fees paid. Partial, pro-rated refunds may be considered and offered by the College of Charleston on an individual and voluntary basis, as deemed appropriate by the College, in its sole discretion.

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 severe weather, mechanical, electrical, heating, air conditioning 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 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 upon receipt of the student's completed housing application. Whenever possible, requests for a specific building, room, and roommate will be honored, but cannot be guaranteed. The College will not accommodate room change requests based on sexual orientation, age, race, color, religion, national origin, veterans' status, genetic information, or disability. Priority will be given based on the date the housing application is completed. The College reserves the right to require assignment changes when it considers this necessary or advisable. The College also reserves the right to move students in order to accommodate a student with a physical limitation or disability. 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 rooms, student staff rooms, and standard double rooms converted to triple rooms.

E. The College will conduct announced and unannounced inspections of rooms for sanitary and safety conditions, unauthorized property, rule violations, 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 unauthorized property, contraband, or is engaging in conduct which is in violation of College policy, the Student Code of Conduct, and/or student rules and regulations. If such property is discovered, the College will seize the property. Students may be removed from the residence halls as a conduct 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 law enforcement authorities where there is probable cause to believe (a) that a violation of law has occurred or (b) that the occupant has concealed within the room illegal 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 for occupants and their guests.

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 accept cash, Dining Dollars, Cougar Cash, and credit card transactions. Holiday schedules are posted on the Dining Services website and at each dining location. Dining Services may suspend or limit service due to severe weather and other emergencies.

This Campus Housing 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 2022-2023 academic year.