This document sets forth the terms and conditions upon which space in residence halls owned by Fairfield University (herein called UNIVERSITY) may be occupied by a person (herein called RESIDENT). The UNIVERSITY agrees to provide to the RESIDENT space in a residence hall subject to the following conditions. Failure of the RESIDENT to meet any of these conditions of residency may result in the cancellation of this Agreement by the University. In addition, violations of the terms and conditions of this Agreement by the RESIDENT may also result in UNIVERSITY disciplinary action of the RESIDENT where applicable. The UNIVERSITY reserves the right to change any provision of this Agreement at any time.

ELIGIBILITY:

To be eligible for residency in a residence hall, a RESIDENT must meet the following criteria as determined by the UNIVERSITY REGISTRAR:

a. The RESIDENT must be registered as a full-time, undergraduate matriculated student at the UNIVERSITY.
b. The RESIDENT must have been admitted to the UNIVERSITY as a resident student or have attained that status from the Office of Residence Life since entering the UNIVERSITY.
c. In addition to the immunizations required of all students, Connecticut state law requires that any UNIVERSITY student living in University-owned housing be vaccinated against meningitis as a condition for living in the UNIVERSITY housing. All mandated health policies must be maintained in order to be eligible.

Others may live in University-owned residences only after receiving the written permission from the Office of Residence Life or Office of the Dean of Students.

LENGTH OF AGREEMENT:

A RESIDENT agrees to reside in the assigned residence hall for the entire academic year, or the remaining portion of the academic year. A RESIDENT may terminate this Agreement only if the RESIDENT has graduated, withdrawn from the UNIVERSITY, becomes a commuter student, becomes a Resident Assistant, or has entered a study program approved by the Dean of the RESIDENT’S college or school, away from the campus. A RESIDENT may not move to another unit, to a residence hall or off campus during the term of this Agreement without written permission from the Office of Residence Life.

Students who withdraw from the UNIVERSITY but are readmitted without missing one full fall or spring semester before being readmitted are not considered withdrawn for purposes of this Agreement and will be held to any obligations made herein. Requests to cancel this Agreement for reasons other than those stated above must be made in writing to the Office of Residence Life. Such requests will be considered on a case-by-case basis, and the Office of Residence Life will have the discretion to grant or deny any request to cancel based upon the information available. No other office or department of the University can agree to cancel this Agreement.

Residence halls may be occupied on or after Monday, September 3, 2012. (First-year students only will occupy their residence halls one day earlier as part of Orientation.) Residence halls close 24 hours after the completion of the RESIDENT’S last exam in May, or by 6 p.m. on the last day of final examinations, whichever comes first.
RESIDENTS may not remain in residence during UNIVERSITY vacation periods that fall during the term of this Agreement. Graduating seniors may stay until noon the day after graduation.

Units will be inspected when the RESIDENT takes occupancy and when he/she vacates the unit. Damage shall be classified as either accidental or malicious. Accidental damage is damage occurring through unintentional, chance happenings. Malicious damage is disruptive behavior resulting in damage.

Any damages or alterations to the unit will be charged to the RESIDENT(s). A RESIDENT agrees to surrender the premises to the UNIVERSITY at the termination of this Agreement in clean and in good condition. It is understood that the RESIDENT has examined the premises and found the same to be clean and in good condition at the commencement of the Agreement. If the RESIDENT should find the premises at the commencement of the Agreement in a condition not clean and not in good condition, the RESIDENT must make this known in writing to the Office of Residence Life within five (5) days after the beginning of the semester. RESIDENTS moving into a unit after the commencement of a semester shall make their inspection of the premises known in writing to the Office of Residence Life no later than five (5) days after taking possession of the premises.

VACATIONS/BREAKS:

All campus residences, including but not limited to residence halls, are closed during the Thanksgiving break, Christmas and semester break, and spring break. RESIDENTS wishing to remain on campus during these periods must request permission in writing to the Office of Residence Life. Students approved to remain in housing when campus residences are closed may be required to pay a daily fee (exceptions to this fee are at the discretion of the Office of Residence Life and will be made for students unable to leave campus) and may be reassigned to a temporary space in a central area.

MEAL PLANS:

All students living in residence halls are required to have a meal plan and are automatically enrolled in a basic plan. However, students may change their plan to one of multiple options (depending upon class year) during the first two weeks of classes each semester. All meal plan changes are conducted online at www.fairfield.edu/mealplan. Complete information about the various meal plan options is available online at www.fairfielddiningservices.com or from the food service office in the Barone Campus Center, Room 404.

A RESIDENT AGREES:

a. To allow the UNIVERSITY to release contact information to the RESIDENT’S prospective roommate.
b. To be accountable for any behavior within the residence halls that infringes on individual or group rights or jeopardizes the health and safety of individuals and property.
c. To abide by the rules and regulations contained in the Student Handbook, Undergraduate Catalog, and other publications from the Office of Residence Life.
d. To abide by the laws and ordinances of the state of Connecticut and the town of Fairfield where applicable.
e. To promptly vacate his/her residence hall within a specified timeframe when the Agreement is terminated by the UNIVERSITY. Any costs associated with removal and storage of personal possessions will be charged to the RESIDENT.
f. To reside in the assigned room. The University has the right to assign students to the other spaces in a RESIDENT’S room without the RESIDENT’S permission or prior notification.
g. Not to sublet or assign his/her room to another person. Only RESIDENTS are allowed to occupy a room. In no case may occupancy of the room be increased by the RESIDENTS of the room.
h. To report maintenance needs or concerns to the Office of Residence Life or the Resident Assistant via the online work order system, e-mail, or phone. The RESIDENT may not make repairs in the room nor may the RESIDENT contract with outside vendors to complete repairs or modifications to the room except where approved by the UNIVERSITY. Painting of rooms by RESIDENTS is not allowed.
i. To assume all responsibility for personal belongings. The UNIVERSITY does not assume responsibility for damage or loss to RESIDENTS’ belongings, regardless of cause.

j. Not to allow more than 12 persons including the RESIDENT in the room at any one time.

k. To conduct his/her activities so as not to interfere with the reasonable quiet enjoyment of others.

l. To register guests with the Resident Assistant, Department of Public Safety, or the Office of Residence Life. It is the RESIDENT’S responsibility to find housing for guests on floors of their guest’s gender. Guests may not remain in residence for more than three (3) days. At no point can a RESIDENT ask their roommate(s) to leave the room for guests or personal reasons. Residents will be subject to disciplinary actions and subject to switch rooms if found in violation.

m. Not to loan or duplicate a room key. A RESIDENT must report a lost key or key card to the Office of Residence Life within 24 hours. The UNIVERSITY will replace the door lock and charge the cost of the replacement to the RESIDENT(S) of that room when keys are lost.

n. Not to cook in student rooms. The Office of Residence Life policies provided by the UNIVERSITY contain a listing of approved cooking appliances and no other appliances are permitted.

o. Not to project objects to or from the halls.

p. To report solicitors found in the halls to Public Safety. Solicitation is not allowed in the residence halls.

q. Not to have pets except for fish. A fish tank may not be any larger than a 10-gallon capacity.

r. Not to remove screens from the windows.

s. Not to install a waterbed or a personal bed.

t. Not to build lofts in any of the residence halls.

u. To follow all UNIVERSITY guidelines regarding room and holiday decorations. Live Christmas trees are not permitted.

v. Not to post signs, posters, banners, or other printed material, art or advertisements in windows, in the halls or restrooms, or on the outside of the buildings, or on the grounds without the written permission of the Office of Residence Life.

w. Residents are responsible for behavior that occurs within their room whether they are present or not.

x. Smoking is prohibited in all areas of the residence halls, including student rooms, bathrooms, lounges, hallways, and stairwells.

y. Not to have halogen lamps or mercury thermometers inside the residence halls.

THE UNIVERSITY:

a. Reserves the right to enter a room for inspection for cleanliness, health and safety, and to complete repairs, and where required by law.

b. Agrees to provide cleaning of common areas in the residence halls. RESIDENTS are expected to keep their rooms clean. Cleaning of bathrooms in 42 Bellarmine Road and Kostka and Claver Halls is the responsibility of the RESIDENTS.

c. Reserves the right to take appropriate disciplinary action and to terminate the room contract for conduct which is unlawful, which is found by the UNIVERSITY to be in violation of the UNIVERSITY’S rules, or which is otherwise detrimental to the residence hall community or environment.

d. Reserves the right to move a RESIDENT from one room to another when it appears that the RESIDENT’S best interests or those of his/her fellow students or the UNIVERSITY as a whole so require.

e. Reserves the right to assign students to vacant spaces without prior notification.

f. Reserves the right to reassign students in order to consolidate vacant spaces.

g. Reserves the right to increase room occupancy as the need arises so long as such an increase conforms to prevailing occupancy and health standards.

h. Reserves the right to notify RESIDENTS that certain floors in a residence hall will be utilized to house undergraduate students and staff who are authorized to remain on campus during a vacation period. The UNIVERSITY will give reasonable notice to the RESIDENT so that he/she may remove personal belongings from the room if they so desire. The UNIVERSITY will provide space for storage of these belongings and will assign responsibility for the room when it is being used by the temporary occupant.
Residential Guidelines

i. Reserves the right to move any student from any handicapped-accessible unit if a need for this type of accommodation arises and said student does not require such an accommodation.

j. Reserves the right to move/modify the composition of a floor or wing for any proper reason, including but not limited to, an increase or decrease in the number of students of a particular gender.

PAYMENT PROVISIONS:

a. Payment of the room and board fees is due August 1, 2012 and January 1, 2013.

b. Failure to pay the room and board obligations of the contract will result in withdrawal of the RESIDENT from the UNIVERSITY.

c. RESIDENTS are required to maintain a $400 refundable room deposit with the UNIVERSITY during the period of residency. This deposit will be returned to the RESIDENT upon graduation or upon withdrawal from the UNIVERSITY, providing all financial obligations related to residing in the residence halls, apartment, or townhouse have been met.

d. In those cases when the responsible parties for damages to the hall cannot be determined, the UNIVERSITY reserves the right to charge the cost of repairs or replacement for these damages among all RESIDENTS residing in that area or hall.

REFUNDS:

a. RESIDENTS who withdraw from the UNIVERSITY should refer to the Undergraduate Catalog to determine if they are eligible for any refund.

b. RESIDENTS who are granted release from this Agreement, but continue as a full-time student at the UNIVERSITY, should contact the University Bursar to determine if they are eligible for any refund.