This document sets forth the terms and conditions upon which space in townhouses and apartments 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 townhouse/apartment subject to the following terms and 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 an apartment or townhouse, a RESIDENT must meet the following criteria as determined by the UNIVERSITY REGISTRAR:

a. The RESIDENT must be a full-time, matriculated student at the UNIVERSITY.
b. The RESIDENT must have attained Junior Class status at the time of occupancy.
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 apartment or townhouse 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 A RESIDENT may terminate this Agreement only if the RESIDENT has graduated, withdrawn from the UNIVERSITY, becomes a commuter, becomes a Resident Assistant, or has entered a study program, approved by the Dean of the RESIDENT’S college, away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but are readmitted without missing one full fall or spring semester before being readmitted are not considered withdrawn for purposes of this Agreement and will be held to any obligations made herein.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.

Apartments and townhouses may be occupied on Tuesday, September 4, 2012. Apartments and townhouses close 24 hours after the completion of the RESIDENT’S last exam in May. 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. 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 townhouses and apartments 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.

A RESIDENT AGREES:

a. Not to sublet or assign his/her assignment to another person. Occupancy of the apartment or townhouse may not be increased by the RESIDENT of the apartment or townhouse.

b. To abide by the rules and regulations contained in the Student Handbook, Undergraduate Catalog, and other publications from the Office of Residence Life.

c. To attend any required sessions pertaining to rules and regulations.

d. To abide by the laws and ordinances of the State of Connecticut and the Town of Fairfield where applicable.

e. To promptly vacate the apartment/townhouse and return the key at the completion of the contract period or no later than 24 hours upon written cancellation of the contract by the UNIVERSITY. All costs associated with moving RESIDENT’S possessions out of vacated unit will be the RESIDENT’S sole responsibility.

f. To fill vacancies in his/her apartment/townhouse with students who meet the criteria stated herein. If the RESIDENT is unable to do so, the UNIVERSITY will assign a qualified person to fill the vacancy. Any unit that loses more than 50% of its members may be disbanded.

The UNIVERSITY reserves the right to disband the apartment/townhouse if RESIDENTS refuse any qualified person from being assigned to that house. The UNIVERSITY is not required to fill vacancies that occur in apartment/townhouse units. Should a townhouse or apartment be disbanded, the UNIVERSITY reserves the right to close down the unit for the remainder of the year for repairs and/or to save utility costs.

g. To assume all responsibility for personal belongings. The UNIVERSITY does not assume responsibility for damage or loss to Resident’s belongings, regardless of cause.

h. To report repair needs to the Office of Residence Life. The RESIDENT may not make repairs or modifications to the apartment or townhouse except when approved in writing by the UNIVERSITY.

i. Not to paint the apartment or townhouse. Not to block or cover any window or openings.

j. Not to tamper with fire safety equipment including extinguishers and smoke detectors. In addition, RESIDENTS are expected to vacate the unit promptly in the case of a fire alarm. Violations of these fire safety requirements are considered serious and may result in disciplinary action. Fire hazards, including but not limited to: natural Christmas trees, candles, incense, building materials, motorcycles or gas driven vehicles, gasoline, butane or other flammable liquids, barbecue grills (including propane gas grills) are prohibited.

k. NOT TO OVERLOAD THE TOWNHOUSE OR APARTMENT based on fire code.

l. Not to possess or use fireworks, dangerous chemicals, hazardous materials such as mercury thermometers, halogen lamps, firearms, or weapons of any type.

m. To register vehicles(s) with the Department of Public Safety.
n. Not to house pets except tropical fish in a tank no larger than 10 gallons.
o. To conduct their activities so as not to interfere with the quiet of others. Musical bands may not play
in the townhouses and/or apartments unless registered with the Office of Residence Life. Stereo
speakers placed in such a way to allow sound to emanate from the unit are not permitted. Disorderly
conduct, which disturbs others, is not permitted.
p. Not to project objects to or from the units.
q. Not to solicit residents of the apartments or townhouses. Solicitors found in the apartments or
townhouses should be reported to the Department of Public Safety immediately.
r. Not to remove screens from the units.
s. Not to install waterbeds, personal beds, or pools in the apartment or townhouse unit. No unit may
have a bar installed. Gaming tables (pool, ping pong, and/or foosball tables) are not allowed
t. To be responsible for any damages to the interior or exterior of the unit, including appliances,
furnishings, and immediate grounds, caused by the RESIDENT or his/her guest(s).
u. Not to leave trash or furniture on decks and to regularly deposit trash in receptacles provided by the
vendor.
v. To support state, local, and University recycling programs and to properly recycle.
w. To accept any changes in apartment and/or townhouse living guidelines issued by the Office of
Residence Life during the term of this agreement.
x. To allow the UNIVERSITY to release student’s or RESIDENT’S name, address, and telephone number
to the RESIDENT’S prospective roommate(s).
y. Not to allow more than 49 persons, including the occupants, in the townhouse or 25 persons in the
apartment, at any one time due to fire codes and safety standards.
z. Not to loan or duplicate a townhouse or apartment key. A RESIDENT must report a lost key to the
Office of Residence Life within 24 hours. The UNIVERSITY reserves the right to replace the door locks
and charge the cost of the replacement to the resident(s) of that townhouse or apartment when keys
are lost.

aa. Not to post signs, posters, banners, or other printed material, art or advertisements in windows, on
outside of unit or on the townhouse grounds.
bb. To be held accountable for the behavior of visitors in their units.
cc. Not to entertain in their apartment or townhouse during exam week or vacation periods.
dd. To allow University employees the right to enter the apartment or townhouse for inspections for
cleanliness, repairs, and to assure that the terms of this agreement are being met and that University
policies are being adhered to in a manner prescribed in the Fairfield University Student Handbook.
e. Not to install dishwashers in the apartment or townhouse unit or any other appliances. Additionally
students or residents may not enter into any contract or service agreement with any outside vendor
or provider.
ff. Not to access or use townhouse basement area for any reason, including living, social, or storage
space.

gg. To vacate the apartment or townhouse on the last day of fall finals, or within 24 hours of RESIDENT’S
last final or within 24 hours of a change in status, if not returning for the second spring semester.
hh. Not to remove any furniture from the apartment unit or place any townhouse furniture on back
porches or in the basement. Only outdoor deck/patio furniture may be used on the deck.
ii. To operate heating, ventilating, and air conditioning equipment correctly and to maintain a proper
environment.

THE UNIVERSITY AGREES:

a. To maintain common areas of the apartment or townhouse complex including the laundry rooms
and grounds.
b. To provide extermination service upon the request of a RESIDENT or upon need. In cases when
residents cause infestation; (i.e., pets, garbage) all charges will revert back to unit RESIDENTS.
c. To provide trash removal from dumpsters.
Residential Guidelines

d. To provide repairs to the townhouse or apartment upon request or need as determined by Office of Residence Life. If the RESIDENT or his/her guest(s) is determined responsible for the damages, the cost of the repairs to the apartment or townhouse will be borne by the RESIDENT(S). If the degree of damages is considered by the UNIVERSITY to be excessive, the UNIVERSITY reserves the right to cancel this Agreement and/or take disciplinary action against the responsible person(s).

e. The UNIVERSITY reserves the right to close an apartment or townhouse unit in the event of an emergency.

f. The UNIVERSITY reserves the right to move any student from any disability-accessible unit if a need for this type of accommodation arises.

g. The UNIVERSITY reserves the right to close any offering of apartment or townhouse meal plans through contract food services.

PAYMENT PROVISIONS:

a. A RESIDENT agrees to pay the apartment or townhouse fees to the UNIVERSITY according to the payment schedule determined by the UNIVERSITY BURSAR. Failure by a RESIDENT to pay any fees or expenses related to the occupancy of a townhouse unit does not cancel the obligations of a RESIDENT to comply with all of the other terms of this Agreement.

b. A RESIDENT agrees to maintain a $400 security deposit with the UNIVERSITY for 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 apartment or townhouse have been met.

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.

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 apartment or townhouse have been met. Additionally, the RESIDENT must inform the UNIVERSITY if they are withdrawing. This notification must take place by June 30.