

On-Campus Housing Contract

Rocky Mountain College (RMC) and the undersigned student (student) enter into this On-Campus Housing Contract upon the following terms and conditions:

Premises: RMC requires all freshmen and sophomore students to reside in the residence halls (Widenhouse Hall, Anderson Hall, or Rimview Hall). Exceptions to this policy can be applied for online using the Off-Campus Exemption Request Form. Students of junior or senior class standing, students 21 years-of-age or older on the first day of the classes for the fall semester, or who are married and/or students with dependent children living with them are eligible to live in Jorgenson Hall. Execution of this agreement does not guarantee that students will be assigned to a space in the residence halls. Students whose conduct is not conducive to a group living and learning environment may be denied an assignment in the residence halls. Qualified students for whom space is not available will be placed on a waiting list and notified as a vacancy exists.

Assignment: RMC will assign a space (based on availability) only after the student has submitted a completed *Housing and Meal Plan Application/Roommate Preference Application* or *Returning Student On-Campus Housing and Meal Plan Application* and a \$250 enrollment deposit. In the case of roommate assignments, assignments will be biological birth sex specific*. Student housing preferences are not guaranteed. The student must reside in the space assigned to them and may not reassign or sublet the space. Assignment changes will only be considered after meeting with the Area Coordinator. *Students who are assigned a unit in Jorgenson Hall under a Jorgensen Hall Family Unit Contract must pay a \$450 housing deposit prior to check-in.*

*Rocky Mountain College is required to assign students based on the gender designation in their official College record (through the Office of Student Records). The Office of Residence Life is available to answer your questions and to provide you with a personal and confidential assessment of our available housing options. Please contact the Office of Residence Life at (406) 657-1051 or via email at housing@rocky.edu to understand options available to you or discuss any questions that you may have. If you speak with the Office of Residence Life staff, you choose what you want to disclose. Our goal is to make you feel safe and welcome into your new community. Please keep in mind, the earlier you contact us with questions and/or concerns, the more flexibility we will have in assisting you with exploring different housing options.

Eligibility and Priority: The student must be enrolled as a student of RMC. If the student withdraws from RMC, this contract will be terminated and the student will be required to vacate the residence hall within 24 hours, unless an exception has been made in writing by the Director of Residence Life.

To remain eligible for a Jorgenson Hall Family Unit Contract, the student must continue to meet the eligibility requirements stated herein. If there is a change in marital status, residence or dependency of children, or the occupant's change in student enrollment status the Director of Residence Life must be notified in writing.

Jorgenson Hall Family Unit Registered Occupants: The student must register all occupants with the Office of Residence Life that will be living in the unit prior to their arrival. Occupants must have a legal relation to the student. Rocky Mountain College reserves the right to limit the amount of registered occupants based on the assigned unit.

Contract Period: This contract becomes binding upon notification of the student's assigned space and shall continue for the entire contracted period, or the remaining portion thereof. The RMC calendar indicates the opening and closing dates of each semester. Students may not move in earlier or move out later than the established dates without prior written authorization from the Director of Residence Life. Additional charges may be assessed for approved early and late occupancy. All residence halls are closed during winter and summer breaks. Eligible students may apply for winter and or summer break housing through the Office of Residence Life. Jorgenson Hall Family Unit Contracts will be 6 month terms, students whose enrollment ends prior to the end of the Jorgenson Hall Family Unit Contracts will be required to check out upon the end of their enrollment regardless of contract dates.

Check In: All residence hall assignments will be held until 8:00 a.m. on the first day of class, after which time may be reassigned. If a student must take occupancy after the first day of class, they must submit notice to the Office of Residence Life and specify the date the student will check-in, in which case assignments will be held at the student's expense.

Food Service: All students living in Widenhouse Hall or Anderson Hall must contract for one of the top two tier meal plans offered by RMC and Sodexo. Students residing in Rimview Hall or Jorgenson Hall have the option to contract for a meal plan at any point during the academic year. Food service may be closed or have varied hours of operation during the established vacation period(s). Meal plans are not transferable. Meal plans may be reduced or canceled up to the 5th day of classes each academic semester. A new meal plan may be added or an existing plan may be increased at any time during the semester. In the case of meal plan changes, meal plan rates will not be prorated regardless of the time of change. No refunds for meal plans after the 5th day of classes each semester will be awarded regardless of cancellation request circumstances.

Payment of Room and Board Charges: The student agrees to pay all room and board fees for each semester by the deadline for payment of RMC fees.

A. Room and board rates for this contract will be those rates approved by the Vice President for Student Life.

- B. Room and board charges begin the first day the residence halls open, regardless of the date of occupancy.
- C. Jorgenson Hall Family Unit Contract holders can elect to make monthly installments for their assigned Jorgenson Hall Family Unit on or before the first day of the month. Late monthly installment payments will be assessed a \$25 late fee per month.

RMC Regulations: The student and **Jorgenson Hall Family Unit Contract** registered occupant(s) agree to observe all published RMC policies and regulations. Failure to do so may result in disciplinary action up to eviction from the residence halls and/or suspension/dismissal from RMC. All published RMC policies and regulations are specifically made a part of this contract by this reference.

Students approved for early arrival, who violate RMC policy or regulations will be immediately removed from the residence halls and forfeit of all fees paid for early arrival housing; and additionally may result in suspension/dismissal from RMC.

RMC Authority: RMC has the right to:

- a. Change room, suite, or apartment assignments when vacancies occur. When vacancies occur in a room, suite, or apartment, the remaining student(s) must accept a new roommate(s) and/or move to another room, suite, or apartment.
- b. Move students from a specific room, suite, apartment, floor, hall, or the residence hall system if necessary for order, sanitation, health, safety, or disciplinary purposes.
- c. Inspect all rooms, suites, or apartments, for purposes of inventory, fire protection, sanitation, safety, maintenance, and policy enforcement. Students may not block or restrict RMC officials from access to their rooms, suites, or apartments.
- d. Enter any room, suite, or apartment without notice in cases of emergency, maintenance, or student welfare purposes.

RMC's Responsibility for Student's Personal Property: RMC assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the student, no matter the cause or location of the property. RMC does not carry insurance against the loss or damage of individually owned personal property; students are encouraged to provide their own personal property insurance coverage.

Student's Responsibility for Damage and Loss of RMC Property: The student's signature on the condition report is the student's acceptance of the condition of the room, suite, or apartment and its contents at the start of occupancy. The condition report is the standard for determining the condition of the room, suite, or apartment and contents at the termination of occupancy. The student is responsible for any damage or loss caused to the building, room, suite, or apartment, furniture, and equipment; ordinary wear and tear is expected. Failure on part of the student to complete and submit the condition report within 24-hours of check-in (key issued) may result in the student being held responsible for all damages and cleaning needed at check-out. Damage or loss within student rooms, suites, or apartments will be charged to the assigned student's deposit; in the cases of charges exceeding the deposit, balance charges will be assessed to the student's account. The student agrees to pay such charges to RMC upon demand.

Termination: Students who wish to be released from this contract for any reason before the end of the contract period must file a <u>Contract</u> <u>Cancelation Request Form</u> with the Office of Residence Life. The student will be released from the contract only if they meet the criteria for release stated in the <u>Contract Cancelation Request Form</u>. The Director of Residence Life will make the final decision regarding contract releases.

Regardless of reasons for the release or termination of this contract prior to the expiration of the term other than immediate withdrawal from Rocky Mountain College*, a \$250 cancellation fee and pro-rated room charges may be assessed as of the date of final check out if completed before the 10th day of classes. If final check out is completed after the 10th day of classes, full room charges will be assessed. Student account refunds will not be considered/processed until the final checkout is complete, cleaning and/or damage fees are assessed, furnishings/keys accounted for, and outstanding debt to RMC has been resolved.

*In cases of immediate withdrawal from Rocky Mountain College, room charges will be prorated and assessed based on the Federal Title IV and Institutional Funds Policy as stated in the Rocky Mountain College catalog and the \$250 cancellation fee will be assessed. Student account refunds will not be considered/processed until the final checkout is complete, cleaning and/or damage fees are assessed, furnishings/keys accounted for, and outstanding debt to RMC has been resolved.

A student whose <u>Contract Cancelation Request Form</u> is denied must pay the full amount of the room charges for the full contract period and will not be checked out until the expiration of the contracted term.

This contract may be terminated by the Office of Residence Life at any time for violation of the terms and conditions of this contract. If the contract is terminated, RMC may assess a \$250 contract cancellation fee, retain all payments made under the contract, and may seek any other remedy in law or equity. If this contract is terminated, the student agrees to vacate the residence hall within 24 hours, unless written permission has been obtained from the Director of Residence Life. The student agrees to pay all reasonable costs, attorney's fees, and expenses made or incurred by RMC in enforcing this contract.

Check-Out: The student must use the established check-out procedures provided by the Office of Residence Life upon termination of this contract. Students who fail to return their issued key(s) will be charged for the lock change(s). Students who fail to clean and/or cause damage to the room, suite, or apartment and its contents will be charged a fee for RMC personnel to clean and repair the room, suite, or apartment, furnishings and equipment. Students who fail to properly check-out of their assigned space will be charged an improper check-out fee of \$150.

Abandoned Property: If personal property is left by the student on RMC property after termination of occupancy, the property shall be deemed abandoned. RMC will dispose of the property if not removed by the student. Any charges incurred to remove, store, or dispose of the property will be assessed to the student.

Submission of application requires agreement to the following - I hereby accept the terms of this contract and an assignment to a room, suite, or apartment in the RMC residence halls. I agree to all stipulations in effect during the term of this contract and understand failure to observe these stipulations may result in fines, termination of contract, removal from the residence halls, and forfeiture of deposit and any paid room and board fees.