

COLLEGE OF CHARLESTON  
**RESIDENCE HALL CONTRACT**

ACADEMIC YEAR 2009-2010

**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 and must maintain a minimum of nine (9) semester hours each semester. The age limit is 24. Exceptions due to extenuating circumstances may be considered by the dean of Residence Life. 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: The residence hall contract is for the entire academic year consisting of two semesters, from the first day of the fall semester to the last day of the spring semester. All residence halls except for Kelly House, McAlister, Warren Place, George Street Apartments, Liberty Street, and Historic Houses will close for winter break. All residence halls will be open for spring break. A \$25 fine per day is imposed for not vacating by the assigned date and time.

C. MEAL PLANS: First time entering freshmen (regardless of hours) living in campus housing during their first academic year are required to purchase a qualifying College of Charleston meal plan. 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 decreased up until 5:00 pm one week from the start of classes; the selection may be increased at any time prior to and throughout the term.

D. HOUSING FEES: A \$200.00 housing prepayment and \$30.00 nonrefundable web application fee or a \$50.00 paper application fee must accompany the housing application of each student. The tiered pricing system below is currently in effect for the 2009-2010 academic year. Fees include fully furnished rooms, local phone, all utilities, cable, security, laundry, and high-speed Internet. For the most up-to-date fees, check our website at <http://reslife.cofc.edu/oncampushousing/oncampushousing.html#fees>.

Tier	Residence Hall	Standard Rate* per year	Private Rate** per year
Tier I	Craig Hall and Union	\$4956	NA
	Buist Rivers (Honors Program housing)	\$4956	NA
	College Lodge	\$4956	NA
Tier II	Berry Hall	\$5238	NA
	Rutledge Rivers (Honors Program housing)	\$5238	\$6024
	McConnell Hall	\$5238	NA
Houses	Historic Houses	\$5662	\$6512
Tier III	McAlister Hall	\$7404	NA
	Liberty	\$7404	NA
	Kelly House	\$7404	\$8516
	Warren Place	NA	\$8516
	George Street Apartments	NA	\$8516

\*Standard rooms house *two* or *three* occupants per room.

\*\*Private rooms house *one* occupant per room. A private room surcharge can be expected.

**Rates are subject to final approval by the Board of Trustees.** Should a student assignment change to a different tier, fees will be prorated based on check-in and checkout dates.

E. MEAL PLAN FEES: The College offers a wide variety of meal plans to meet every lifestyle. Each qualifying freshman meal plan includes guaranteed meals per week; optional dining dollars may be combined with any of these plans. Freshman students residing in campus housing may choose from the following plans:

- 21 Meals Per Week
- 15 Meals Per Week
- 15 Meals Per Week + \$100 Dining Dollars
- 10 Meals Per Week
- 10 Meals Per Week + \$175 Dining Dollars
- 225 Meals per semester
- 175 Meals per semester + \$100 Dining Dollars

The guaranteed meals for the plans above are allocated weekly; Dining Dollars combined with the weekly plans above are allocated per semester. Meals and dining dollars for the block plans are allocated per semester.

Non-Freshman resident students may also select from the following plans:

100 Meals per Term + \$175 Dining Dollars  
50 Meals per Term + \$50 Dining Dollars

For more information on meal plans, menus and dining policies, please visit the Dining Services web site: [www.cofc.edu/diningservices](http://www.cofc.edu/diningservices) . All rates are subject to change and final approval by the Board of Trustees.

F. 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 director of Judicial Services for Residence Life. Residence Life and 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 Dining Services.**

G. CANCELLATION, WITHDRAWAL, AND TERMINATION: This agreement is binding for the entire academic year. A student may make a written request (email, fax, mail, or completion of Housing Cancellation Form) to Residence Life and Housing c/o Housing Assignments Area for contract cancellation according to the cancellation policy listed below.

1. **Before May 1<sup>st</sup>** - All students have until **May 1<sup>st</sup>** to cancel an academic year contract with no penalty. The cancellation must be in writing and received in the Residence Life and Housing Office before May 1<sup>st</sup> to receive a refund of the deposits. If a financial aid deferment form was signed or the deposit was waived for any reason, no refund will be given. The application fee is not refundable for any reason.
2. **Between May 1<sup>st</sup> – May 30<sup>th</sup>** – students may cancel their academic year housing contract during this time; however, they will not receive a refund of the \$200 housing deposit. The cancellation must be in writing and received in the Residence Life and Housing Office before May 30<sup>th</sup>. If a financial aid deferment form was signed or the deposit was waived for any reason, the \$200 deposit will be charged to the student's account (\$100 will be equally applied to the fall and spring semesters). The application fee is not refundable for any reason.
3. **Between June 1<sup>st</sup> – June 30<sup>th</sup>** – 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. The cancellation must be in writing and received in the Residence Life and Housing Office before June 30<sup>th</sup>. The \$200 housing deposit will be forfeited and not returned to the student. If a financial aid deferment form was signed or the deposit was waived for any reason, the \$200 deposit will be charged to the student's account (\$100 will be equally applied to the fall and spring semesters). The application fee is not refundable for any reason.
4. **Between July 1<sup>st</sup> – July 30<sup>th</sup>** – 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. The cancellation must be in writing and received in the Residence Life and Housing Office before July 30<sup>th</sup>. The \$200 housing deposit will be forfeited and not returned to the student. If a financial aid deferment form was signed or the deposit was waived for any reason, the \$200 deposit will be charged to the students account (\$100 will be equally applied to the fall and spring semesters). The application fee is not refundable for any reason.
5. After **August 1<sup>st</sup>**, the contract will be binding. The only reasons a student will be released from the housing contract will be:
  1. Withdrawal from the College of Charleston
  2. Transfer to another institution
  3. Graduate from the College of Charleston
  4. Student is Academically ineligible to return
  5. Study Abroad, National Exchange, or full time internship outside of Charleston, Berkley, and Dorchester Counties (documentation is required)
  6. Marriage (documentation is required)

Students must notify the Department of Residence Life and Housing in writing if they are canceling 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 deposit will be forfeited and not returned to the student. If a financial aid deferment form was signed or the deposit was waived for any reason, the \$200 deposit will be charged to the students account (\$100 will be equally applied to the fall and spring semesters). The application fee is not refundable for any reason.

Notification of graduation, withdrawal, transferal, 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 Residence Life and Housing or Dining Services. Written notification to the Department of Residence Life and Housing and Dining Services is required, in addition to notifying these other offices.

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.

#### 6. **Extraordinary Circumstance Refunds:**

For students who wish to be released from the housing contract after August 1<sup>st</sup>, and do not meet one of the 6 criteria stated above, they may submit a letter to the Residence Life and Housing Contract Release Committee. This committee will only hear **extraordinary** cases concerning student's release from the housing contract. **Getting an apartment off campus is not a reason for canceling 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.** A proration of fees may be used if deemed appropriate. The \$200.00 prepayment and the application fee cannot be refunded for any reason. Submissions to the Contract Release Committee should be sent to the Housing Assignments Area, c/o Chair of the Contract Release Committee, 40 Coming Street, Charleston, SC 29424.

H. 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 Residence Life and Housing.

I. AUXILIARY SERVICE: The College of Charleston residence halls are an auxiliary service and are 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.

J. 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 race, gender, religion, creed, handicap, disability, veteran status, national origin, or ancestry. 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. The student is responsible for knowing and observing the principles and policies governing conduct and procedures as stated in the *Student Handbook*, the *College of Charleston Undergraduate Bulletin*, 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.

B. 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 a room condition report form furnished by the residence hall director and 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.**

C. The assigned student must occupy his/her room in person and may not sublet it to another person. The student may not change his/her assignment or room without advance written approval of the Director or Assistant Director of Housing Assignments. If a student fails to occupy his/her room within 48 hours after the first day of classes, the room may be reassigned if proper notice is not given to the Department of Residence Life and 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.

D. 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.

E. 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 moves from the room, the student(s) agree(s) to accept an assigned roommate or move to another available space upon request.

F. Students are required to carry health and accident insurance. Insurance of student's property is not provided by the College. The purchase of renter's insurance (if homeowner's insurance is not in effect) is highly recommended. During winter and spring break personal property is to be secured and valuables removed.

G. Students who wish to change their meal plans (freshman students in housing may only change to another, qualifying mandatory plan) have one week from the first day of classes to do so. All changes must be made through Dining Services.

#### 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. All residence halls except for Kelly House, McAlister, Warren Place, George Street Apartments, and Historic Houses are closed during winter break and all other residents must vacate their rooms. All residence halls and houses will be open for spring break.

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 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 utilize temporary housing spaces.

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 Residence Life Disciplinary Panel within one week of the disciplinary action for consideration.

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 and Visa/MasterCard transactions. Holiday schedules are posted on the Dining Services web site and at each dining location.