

**COLLEGE OF CHARLESTON
RESIDENCE HALL CONTRACT
SPRING 2008**

THIS AGREEMENT IS BINDING FOR THE ENTIRE SPRING SEMESTER.

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 spring semester, from the first day of the spring semester to the last day of the spring semester. 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 in May.

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 \$100.00 housing prepayment and a \$30.00 non refundable 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 spring 2008 semester. Fees include fully furnished rooms, local phone service, all utilities, cable, security, and high-speed internet.

Tier	Residence Hall	Standard Rate* per semester	Private Rate** per semester
I. Residence Hall	Craig Hall and Union	\$2248	N/A
	Buist Rivers (Honors)	\$2248	N/A
	College Lodge	\$2248	N/A
II. Suite/House	Berry Hall	\$2375	N/A
	Historic Houses	\$2375	\$2731
	Rutledge Rivers (Honors)	\$2375	\$2731
	McConnell Hall	\$2375	\$2731
III. Apartment	McAlister Hall	\$3357	N/A
	Kelly House (upperclassmen)	\$3357	\$3861
	Warren Place (upperclassmen)	N/A	\$3861

*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 pro-rated based on check-in and check-out 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

The guaranteed meals for the plans above are allocated weekly, Dining Dollars combined with the plans above 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

Meals and Dining Dollars for the non-Freshman resident plans are allocated per semester. For more information on meal plans, menus and dining policies, please visit the Dining Services web site: 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 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 spring semester. 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 spring semester. A student may make a written request to the Director of Housing Administrative Services for Residence Life and Housing for contract cancellation for a given term for the following six reasons:

- Graduation
- Withdrawal from the College
- Academic exclusion
- Marriage (documentation required)
- Full-time Internship/co-op (documentation required)
- Transfer to another institution

Notification of graduation, withdrawal, transferal, academic exclusion, marriage, or internship/co-op to the Admissions Office, Dean's Office, Registrar's Office, or Treasurer's Office does not constitute a withdrawal from the Office of Residence Life and Housing. Written notification to the Office of Residence Life and Housing is required, in addition to notifying these other offices.

1. HOUSING REFUNDS BEFORE JANUARY 1ST DEADLINE: This is a binding contract for the entire 2008 spring semester.

- a. The \$100.00 housing prepayment deposit may be refunded only before or on **January 1**. After January 1, the \$100.00 housing prepayment deposit is **not refundable for any reason. A request for cancellation must be made in writing and received by January 1, for the 2008 spring semester.**
- b. The \$30.00 application fee is not refundable for any reason.

2. HOUSING REFUNDS AFTER JANUARY 1ST DEADLINE: This is a binding contract for the 2008 spring semester. A request for termination will be granted only under the six conditions stated above. Requests are to be made in writing with support information included. The Office of Residence Life and Housing may prorate fees where appropriate solely at its discretion. 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 **January 1st** or is not granted release for one of the 6 reasons stated above and attends the College.

3. EXTRAORDINARY CIRCUMSTANCE REFUNDS: If a student feels that for extraordinary circumstances he or she needs to be released from the housing contract after the deadline, he/she may make an appeal in writing to the Residence Life and Housing Contract Release Committee for consideration. A proration of fees may be used if

deemed appropriate. The \$100.00 prepayment and the \$30.00 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 29401.

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, birds, cats, dogs, and other animals, 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.

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, sex, religion, creed, handicap, disability, veteran status, national origin, or ancestry. In accordance with this policy, no factor except sex 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 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 Office 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.

G. Students who wish to decrease their meal plans (Freshman students in housing may only change to another, smaller 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. It 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 mechanical, electrical, or water difficulties, it 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. It 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 2 and 3 to a room situations and share baths, furniture, and closet space.

D. It 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 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 and unauthorized property and property damage. Inspection 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.