

**MORAVIAN COLLEGE RESIDENCE HALLS
ROOM CONTRACT
2009-2010**

I, _____, hereby apply for housing within the Moravian College residence hall system. In applying for a room assignment, I understand that I am contracting a space for the full academic year. I agree to all the rules, regulations and procedures established now and later by Moravian College including those in the current Student Handbook and all published residence hall regulations.

Signature: _____

Parent or Guardian Signature if under 18: _____

OFFICE USE: Residence Hall Assignment: _____

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THE RESIDENCE HALLS
of
Moravian College & Moravian College Housing Inc.,
Bethlehem, Pennsylvania
GENERAL PROVISIONS FOR STUDENT OCCUPANCY

General Information

The focal point of the residence hall programs at Moravian is the growth and the development of the individual student. To this end, the goal of the College is to do more than simply provide physical space to be used as a housing location. The development of a viable residential community carries with it certain obligations and responsibilities assigned to all members of that community. By striving to meet these obligations while observing standards of good citizenship, each member of the community can both benefit from and give to the residential experience.

The responsibility for the overall operation of the residence system rests on the Office of Student Affairs. Residence hall staff members are provided within each residence area except fraternity and sorority houses, and overflow housing locations. These individuals are responsible for various phases of the day to day operation of the residence areas and speak with the full of authority of the Office of Student Affairs.

The primary purpose of the following contract is to provide a framework for the occupancy agreement between Moravian College and an individual resident student. In addition to the provisions outlined, residence students agree to abide by all regulations outlined in the Student Handbook as well as any other adopted and distributed policies.

To the extent that any provision of this contract is deemed to be inconsistent or in conflict with the Operating and Maintenance Agreements between Moravian College and Moravian College Housing, Inc., it is understood and agreed that the Operating and Maintenance Agreements shall supersede and be controlling over this contract.

Specific Provisions

1. The College (hereinto referring to Moravian College & Moravian College Housing Inc.) reserves the right to enforce any regulation relating to the proper maintenance of its property or the maintenance of the general well being of its residents. Violations of the College or residence hall regulations or expectations will result in disciplinary action being taken against offenders. Such actions will be taken according to the procedures outlined in the Student Code of Conduct.

2. It is to be understood that in the enforcement of College or housing regulations, the College reserves the right to dismiss any student from the residence halls. The College may terminate the contract and take possession of a living space when the violation of regulations warrants. When a contract is terminated for disciplinary reasons, no refund of room charge will be forthcoming.

3. The College reserves the right to reassign any students to a new residence space when such is judged to be in the best interest of the residence system.

4. Residency within the College Residence system is limited to full time students who are making satisfactory progress towards graduations requirements and who are regularly attending classes during the period of this contract.

5. The provisions pertaining to student occupancy (and related issues) of the residence halls are subject to change as deemed necessary by the College.

Provisions Pertaining to Contract

1. Residency Requirements: All full time students at Moravian College are expected to live in College Residence unless they are specifically approved by the Office of Student Affairs to a) live at home with a parent or legal guardian or b) to live off campus. Off campus releases will be granted only after the regular residence spaces operated by the College are filled. Releases will be granted in the spring of each year for the following academic year and will be granted on a seniority basis. A student's discipline record will also be considered when determining off-campus release status. Changes to off campus status in the middle of an academic year will not be permitted. Off-Campus releases are granted for one academic year only; students need to reapply each year for an off-campus release.

Requests to change from resident to commuter status will be considered for the following academic year only upon receipt of a written request. Such requests are due by the published deadline in the spring term preceding the academic year in which the change is desired. Changes from resident to commuter status in the middle of an academic year will not be permitted.

2. Term of Contract: The term of contract will correspond to the schedule of the regular academic year of the college. This will run from the scheduled opening day of the fall term to the final day of examinations in the following Spring Term. Students contracting for residency for the Fall Term are automatically obligated for the Spring Term charges providing they remain as full time students at the institution.

Rooms may not be occupied prior to the indicated opening day of the term or after the last indicated day of the term or during official vacation periods unless such occupancy has been authorized by the Office of Student Affairs. A fee of 100.00 per day may be imposed for such early arrivals or late departures. Similar charges may also be invoked during the official vacation periods.

Failure to sign a room contract at the start of the academic year will not abrogate an individual's responsibility to live in residence or to abide by the applicable housing regulations.

3. **Housing Assignments:** Assignment to College housing locations will be done under the direction of the Office of Student Affairs. Procedures for assignment are available for examination in the Office of Student Affairs.

4. **Information:** Residents are responsible for knowing the content of all housing materials and publications developed and distributed by the Office of Student Affairs.

5. **Sub-Leasing:** Sub-leasing of rooms or other housing locations within the residence hall system is prohibited.

6. **Vacation Occupancy:** All students living in College housing are to vacate their assigned spaces by the closing dates indicated for each official College vacation period and are not to reoccupy these spaces until the indicated opening time.

Exceptions to the vacation occupancy policy may be granted on an individual basis by the Office of Student Affairs. Exceptions must be requested in writing at least 48 hours before the start of each vacation period. A \$50 per day charge may be assessed for vacation occupancy not associated directly with sponsored College activities or College programs.

Students found in residence facilities without authorization will be subject to disciplinary action.

7. **Termination of Occupancy:** Rooms must be vacated and personal property removed within 24 hours after the final scheduled examination of a resident or within 24 hours after the withdrawal of an individual from the College.

8. **Right of Entry:** The right is reserved for authorized personnel to enter any room at any time for the purpose of inspection, repair, maintenance, ensuring the safety of residents or when there is a reasonable cause to believe that violations of institutional regulation(s) or civil law(s) are taking place.

9. **Refunds:** Refunds of room charges will not be made once classes begin.

10. **Temporary Living Accommodations:** The College reserves the right to assign students to temporary living accommodations when necessary.

Provisions Pertaining to Occupancy

1. **Conduct:** Proper conduct is expected of all residents within the system. All students are expected to respond to directives issued by the College. These include, but are not limited to, the Office of Student Affairs, the Department of Campus Safety and Police and members of the residence hall staff. Failure to maintain proper standards of behavior will be dealt with through the judicial processes of the College. Respect for the rights of others is expected at all times. Actions which ignore these rights or which demean or harass others are unacceptable and will lead to disciplinary action.

2. **Permitted and Prohibited Appliances:** Appliances such as radios, stereo systems and televisions are permitted within a residence hall room provided they are used properly. Special consideration is expected for the rights of others especially as these rights can be impacted by inappropriate volume levels. Requests for lowering the volume should always be honored. Abuse of the rights of others through use of these items may necessitate their removal. Outside antennas and unauthorized connections to building television cable service are not permitted.

Other electrical appliances that are permitted include electric shavers, hair dryers, clocks, microwaves, personal computers and small refrigerators with a capacity less than 3 cubic feet. Heat producing appliances such as hot plates, toaster ovens, frying pans, halogen lights, twinkle lights and immersion coils are not permitted. Appliances judged to be unsafe or inappropriate will be removed.

Room air conditioners are not permitted in college housing unless specifically authorized by the Office of Student Affairs in conjunction with the Office of Facilities Services. Authorization will be limited to documented health conditions requiring air conditioning.

Weights and other exercise equipment capable of causing damage to flooring surfaces are not permitted.

3. **Room Decorations:** Rooms may be decorated to individual tastes as long as such decoration does not damage the space and does not present a safety hazard. Pictures and posters may be hung up but only in a way that will not damage wall surfaces. Flammable wall or ceiling fabric drapes are not permitted.

4. **Lofts:** Lofts are not permitted unless they are supplied by the College. Guidelines for room personalization will be issued yearly by the Office of Student Affairs. Room construction projects & self-constructed lofts are prohibited and will be removed and an assessment of repair costs and a fine will be levied against the resident.

5. **Waterbeds:** Waterbeds are not permitted.

6. **Room Condition:** Residents are expected to maintain their rooms in a neat and orderly fashion. At the conclusion of a year's occupancy, the room is to be returned to its original condition. Special cleaning required by reason of neglect of reasonable room care will be billed to the occupants of the room. Students must keep personal property clear of the heating/air condition units so that proper functioning of the units maintained. Failure to do so may result in a fine. Students are also expected to cooperate in keeping lounges, corridors, stairwells, and bathrooms in satisfactory conditions.

7. **Furniture:** Furniture supplied by the college is not to be removed from the room unless such item(s) are movable and a request for "Furniture Removal" has been filed. Only certain specified items may be removed using this form. Lounge furniture may not be moved from the space where the furniture resides. Individual room furniture may be rearranged when components are movable. Residents of a room are responsible to ensure that all College owned furniture supplied at the start of each year is present at the end of the year. Any missing or damaged items will be billed to the room residents.

Personal furniture, in reasonable condition, may be added to an individual room during occupancy. All such items must be removed at the end of the academic year and may not be stored in any resident unit over the summer. Requests for exceptions should be addressed to the Office of Student Affairs. Abandoned items will be discarded with appropriate fees being levied.

8. **Prohibited Activities:** Certain activities within the halls are inconsistent with the maintenance of a proper environment and are not permitted. These include any activities which may lead to damage to personal property or property of the College, the use of hallways for sports activities, food preparation in areas not designated for that purpose or activities which may present health or safety problems to any resident. If your unit has a roof that is accessible from a door or window, the only authorized use of the roof surface is for emergency exit only; in most cases the roof is

not an emergency exit and access to the roof may result in disciplinary action.

9. Custodial Service: Custodial services are provided in common areas of the residence halls only. Cleaning of student rooms is the responsibility of the rooms' residents. Special cleaning required by reason of students' carelessness or neglect will be billed to the appropriate residents or group. Weekend custodial services are not provided.

10. Pets: Pets other than non-carnivorous fish are not permitted in any College operated residence unit. Violations will be subject to disciplinary action.

11. Room Painting: Residents may not paint their individual rooms. Unauthorized painting of a room will result in the repainting of that area by Facility Services with the cost being billed to the room residents.

12. Solicitation: Solicitation by persons not associated with the College is not permitted within the residence complex. Solicitation by individual Moravian students or student organizations must be approved by the College.

13. Quiet Hours and Visitation Hours: The policies developed relative to the quiet hours and the visitation hours are to be followed by all residents and their guests. Violations will result in disciplinary action. Hours may vary from one area to another.

14. Social Functions: All social functions whether private, floor or hall sponsored must be registered and conducted according to applicable institutional policies. Proper conduct and respect for the rights of others is expected at all times. Failure to register a function or problems associated with a function will result in disciplinary action.

Provisions Pertaining to Security and Safety

1. Security: Within the residential community, security is to be a concern of all residents. Full cooperation with campus and City police, college staff and residence hall staff personnel is expected from all residents in matters of security and safety. Action which compromises the security or safety of resident or living areas will be dealt with by disciplinary processes.

2. Keys and/or swipe cards: Keys and/or swipe cards to assigned living spaces will be distributed at the start of each academic year. The security of these is the responsibility of the person to whom they were issued. Keys are not to be duplicated or given to any other individual. Possession or exchange of an authorized key, duplication of a key or the illegal entry into a room by any means will result in disciplinary action.

If a room key is lost during the academic year a charge of \$50.00 will be assessed to change the lock. If a room key is not returned when a student withdraws or leaves for the summer, a charge of \$200.00 will be assessed for the replacement of the lock core and the issuance of new keys to the person(s) assigned to that room. If a front door key to a residence location is lost, the front door lock will be replaced at a charge of \$50.00 plus \$5.00 for each key needed over two.

When a student leaves, campus keys must be returned in person to the Senior Resident Advisor of the building or to the Office of Campus Safety. Keys returned through the mail should be addressed to the Student Affairs Office. Credit for keys returned cannot be given unless procedure described above is followed.

Replacement of keys should be done at the office of Student Affairs. Swipe card replacements are done through the Office of Campus Safety. Charges for core replacements are

assessed each time a lock change is necessary. Payment for the service is due at the time of the report of the missing key. A request to have the charge billed through the Student Accounts Office can be made but this will result in an extra charge of \$10.00 for personal billing.

It is expected that a student will report the loss of a key or swipe card as soon as this takes place. Additionally, possession and/or use of any key by a member of the community other than those directly issued to that person is not allowed and will result in disciplinary action being taken. Master keys to each floor are issued yearly to members of the residence hall staff. These keys are to be used for emergency and lock-out purposes only. The possession or use of a master key by any unauthorized person will result in disciplinary action.

3. Electronic Access: Various residence locations are accessed using the student ID card rather than a regular key. For these areas, loss of the student ID card should be reported immediately to the Office of Campus Safety so that the lost card can be deactivated and a new one issued. A replacement fee of \$10.00 will be assessed for any lost ID card. Cards that are damaged or not working properly may be brought to the Office of Campus Safety and will be replaced at no charge. The Office of Campus Safety is open 24 hours a day, seven days a week to handle such requests. **ADDITIONAL INFORMATION REGARDING LOST ID CARDS CAN BE FOUND IN THE STUDENT HANDBOOK.**

4. Exterior Door Locking Schedule: For security purposes, all exterior doors of the residence hall, fraternities, and sororities will be locked at all times during the day and evening. Doors are not to be propped open for any reason. Failure to cooperate in keeping doors secured will result in either a fine or a disciplinary action.

Exterior door security within the upper-class apartment area is the responsibility of the residents of the unit.

5. Fire Equipment & Phone System: Fire equipment is to be used only in the case of fire. Tampering with fire bells, alarm boxes, smoke detectors, fire extinguishers, exit signs or other pieces of fire or safety equipment is strictly prohibited.

Any tampering with or misuse of fire or safety equipment will result in disciplinary action along with a fine of \$300. Discharge of a fire extinguisher or turning in a false alarm will usually result in action ranging between a fine of three-hundred dollars (\$300) and removal from the College. Similar penalties will be invoked for any abuse or tampering with the residence hall phone system or any other safety device and may result in disciplinary action. In rooms equipped with special security screens, the red plastic safety tabs are not to be removed.

6. Fire Drills and Safety Inspections: For protection of all residents, fire drills will be held periodically. All residents are expected to participate in these drills and cooperate in every way possible. The College reserves the right to allow authorized officials to enter and inspect any room at any time for safety violations. Violations or hazards identified must be corrected immediately by the residents of the space when an alarm sounds you must exit the building.

7. Combustible Materials: Combustible materials such as gasoline, kerosene, cleaning fluids, chemicals, explosives, and fireworks are not to be stored or used within the residence halls under any circumstances.

8. Air Conditioning: Unauthorized air conditioners are not permitted under any circumstances. Their installation or presence may result in a fine of up to \$300 for the first offense. Requests for room air conditioners must be directed to the Office of Student Affairs prior to installation. Approval will only be

granted when there is (1) medical documentation supporting the need for air conditioning and (2) the electrical system of the unit/room is sufficient to allow for the safe operation of the unit.

Failure to keep the air passages for College supplied AC units unblocked is also a violation of regulations. Blocking such AC passages with either furniture or debris may result in a fine for each occurrence up to the assessed cost of the AC unit replaced.

9. **Restricted Items:** To assure personal safety and prevent damage to property, possession of dangerous items or materials is prohibited within the residence halls. These items include, but are not limited to, firearms, ammunition, pellet guns, sling shots, bows and arrows, martial arts weaponry, explosives, fireworks, and hunting knives. Such items are subject to confiscation and possession will lead to disciplinary action. Candles, halogen lights, hookahs and incense are not permitted.

10. **Trash:** Trash is not to be allowed to accumulate in individual rooms, corridors, or other areas of a living unit. Removal of trash or discarded furniture by College personnel will result in a charge being levied against the residents of the area concerned.

11. Smoking is NOT allowed in any residence facility of the college at any time.

Provisions Pertaining to Property

1. **Room Inventory:** Each resident, upon checking into a room or moving to a new room, is required to complete a Room Inventory. More information about this process will be shared by the Office of Facility Services and/or residence hall staff. Failure to complete a Room Inventory form negates a student's right to contest room repair and damage charges that may be assessed by the college.

2. **Damage Assessments:** Residents will be held responsible for any damage to their rooms, other areas of the residence hall or contracted equipment or furnishings. Damages to individual rooms or room furnishings will be billed to the room residents unless the damage was caused by other identified parties. Damage done to general areas of a hall or floor will be prorated to all floor residents unless assigned to the responsible individual. Damages done to general areas of a building such as lounges, stairwells, TV lounges, kitchenettes and laundry rooms will be prorated to all building residents unless assigned to the responsible individual.

A security deposit of \$150.00 will be charged to each resident at the start of their first term. This deposit will be returned to a resident when final occupancy has been terminated (graduation or withdrawal) minus any withdrawals for prorated damages.

3. **Damage Reporting:** All residents are expected to report any damages to property they observe and to cooperate fully in determining who was responsible for such damage.

4. **Room Alterations:** Any room alterations or decorations are to be accomplished in such a way as not to cause damage to the space. Guidelines as to what is and is not permitted will be issued yearly and distributed during check-in. Damages resulting from room personalization will be corrected at the residents' expense and may also result in a fine being assessed. Correction of improper or unauthorized renovations may be ordered at any time. Room inspections to check the adherence to guidelines will be conducted by residence hall staff personnel. Displays of beer cans and/or liquor bottles are not permitted in rooms occupied by individuals under the age of 21.

5. **Student Property:** The safekeeping of personal property is the responsibility of each individual student. Rooms should be double locked when not occupied and proper care should be exercised at all times. The College is not responsible for loss or damage from any cause to the personal property of residents. Residents should determine if personal possessions are covered by their parents' homeowners' insurance policies and are encouraged to purchase additional coverage as needed.

Personal property left in student rooms at the termination of a lease period is judged to be abandoned and will be discarded by the College with the appropriate charge being levied.

6. **Storage:** The college does not provide storage for personal belongings during the summer or academic year. Any consideration for an exception to this policy can be directed to the Office of Student Affairs.

Provisions Pertaining to Dining Services

1. **Board Plan Requirements:** All residents living in the traditional halls and units housing 9 or more students are required to participate in the full (20 meal) board plan which covers meals on a seven day a week basis. Upperclassmen may substitute the 14 meal or a 12 meal program for the full board plan. Individuals living in small group units in the HILL, Hillside, Nitschmann, Spangenberg, and Overflow houses are required to participate in the 10 meal or 8 meal program. Individuals living in the Beck/deSchweinitz or Townhouse complexes are required to participate in one of the board plans. Requests for board plan releases must be directed to the Office of Student Affairs. Release requests will be considered on a case-by-case basis, but typically are only granted for medical reasons.

2. **Identification:** Admission to the College dining rooms for boarding residents will be granted only after the presentation of a College ID with a current board plan sticker attached. ID cards may not be exchanged or used by other than the individual to whom it was issued. Use of a false ID will result in disciplinary action and possible loss of dining room privileges.

3. **Conduct:** Proper conduct is expected at all times within the dining rooms. Disruptive or destructive behavior will result in disciplinary action and possible loss of dining room privileges.