



College residence, by its communal nature, requires residents to respect differing lifestyles. At all times this entails respecting the rights of others. Therefore, residents are required to:

- Respect the right of all residents to cleanliness, security, privacy, space, quiet hours for study and sleep, and to an environment conducive to learning and college living.
- Comply with the rules and regulations stated in the College Catalogue, Student Handbook, the *Resident's Guide to Community Living* and/or posted on the website related to appropriate conduct established by the College and the Residence Life Staff.

Violation of these terms and conditions or any other applicable rules, policies or procedures incorporated by reference herein, may subject the student to fines and/or disciplinary action, including but not limited to termination of the student's right to occupy a space and/or suspension or expulsion from the College. Students evicted from the residence hall for disciplinary reasons are responsible for paying all housing and board charges.

## **1. TERMS AND CONDITIONS**

- a. The following terms and conditions for residing in Marymount Manhattan College residence apply to all Marymount Manhattan College (MMC) students who will reside in MMC housing during the 2020-2021 academic year, specifically the Fall 2020 semester, January 2021 session, Spring 2021 semester, and Summer 2021 sessions, as indicated on the academic calendar. This contract is for residence hall use of an assigned space. The student agrees that he/she has no rights as a tenant with respect to the assigned space.
- b. The contract period is binding for the term indicated. The starting and ending dates of the term are as published in the College Catalogue and website, and may be modified by other publications made available to all students.

## **2. CANCELLATION/TERMINATION AND RELEASE FROM RESIDENCE CONTRACT**

This contract may be terminated by the College if:

- a. The student ceases to be a student at the College for any reason;
- b. The student violates the terms of this contract, the College Catalogue, the Code of Conduct, or Student Handbook; or
- c. The student violates the terms and conditions of any financial agreement with the College, or the student violates established College policies, rules, or procedures.

No refunds of room charges are granted if the College terminates this contract by reason of the foregoing or by reason of any matter set forth in Section 3 below.

**Students are obligated to fulfill the year-long contract** with the Office of Residence Life as long as they are enrolled for classes at Marymount Manhattan College. However, a student may request to be released for any one of the following reasons:

- a. Graduation from the College;
- b. Withdrawal from the institution prior to moving in;
- c. Withdrawal from the institution between the fall and spring semesters of the contract period;
- d. Acceptance into a College-sponsored internship program that requires living outside New York City or the surrounding area; or
- e. Acceptance into a College-approved study abroad program.

For other reasons that are not outlined in Section 2, the student is responsible for submitting a request for release through a Special Petition Form.

Signing a lease for housing off-campus or failing to receive financial aid because of ineligibility is not a valid reason for contract release. **Students who drop to part-time status while residing in housing are not eligible for contract release.** Students approved for cancellation, termination, or release from the residence contract must vacate their assigned room within 24 hours or by the date assigned by the Office of Residence Life. Students who fail to vacate by this date will be charged a \$150 fine. Students who withdraw between the Fall and Spring terms will be charged a \$150 fine should their items remain in the hall after their assigned vacate date. Should a student fail to vacate, all belongings will be discarded at the student's expense 48 hours after the assigned date.

### **3. OTHER DEFAULTS**

Without limiting the generality of Section 2 and in addition to the other remedies of the College for a student's breach of its obligations hereunder, the College may terminate this contract, require a resident student to immediately vacate his/her assigned space and may prohibit the defaulting student from applying for student housing for the academic semester or longer if the student: (a) commits a criminal act, including without limitation the possession, distribution or sale of illegal drugs; (b) possesses, distributes or sells drug paraphernalia; (c) engages in behavior that is considered to be threatening or violent to another person or to himself/herself; (d) commits a hate crime; (e) throws items from a residence hall window; (f) tampers with fire alarm system/smoke detectors; or (g) creates a public nuisance or engages in other objectionable behavior.

### **4. ASSIGNMENTS**

The assigning of occupants, furnishings, and features of the space shall be made by Marymount Manhattan College and may be changed at any time at the sole discretion of Marymount Manhattan College. Applications specifying only a particular residence or type of accommodation cannot be accepted, nor can roommate choice be based upon race, color, religion, ethnicity, nationality, economic background, age, physical and mental health or ability, sexual orientation, physical characteristics, or veteran status, or on the basis of any other legally protected status.

A room assignment may be rescinded prior to move-in if a student has not fulfilled financial obligations to Marymount Manhattan College according to the dates outlined in the academic calendar.

### **5. ELIGIBILITY**

Eligibility for residence is limited to Marymount Manhattan College students or approved Summer Program attendees who have made all required deposits and payments by the established deadline date, with time being of the essence. Students must be registered full time in order to apply for housing, and at the beginning of each semester. Fall residents must be registered full time for the Spring semester prior to the end of the Fall semester in order to leave their items within their assigned room during Winter Break. Students who drop to part-time status while residing in housing are not eligible for contract release, but may be subject to a review of eligibility. **Students dropping below six (6) credit hours will forfeit eligibility for housing. If, for any reason, a student ceases to be eligible for residence, he/she must promptly vacate his/her assigned space, and forfeit any housing fees.**

## **6. RESIDENCE TERM**

The Residence Term, for full-time registered students only, begins at the time of the published check-in for each term as indicated elsewhere in this document. The Residence Term ends, for the Fall and Spring semester on the earliest to occur of (a) at noon on the day after the last day of the semester; (b) the time a student ceases to be eligible for residence; (c) 24 hours after a student's last final examination; or (d) upon termination or other cancellation of this contract by the College pursuant to Sections 2 and 18 hereof. In the case of graduating seniors, the Residence Term ends:

- a. Fall or January terms: The Residence Term ends 24 hours after the completion of the student's final examinations, or at noon on the day after the last day of the semester, whichever occurs first.
- b. Spring Semester: The Residence Term ends 24 hours after the completion of the student's final examinations, or at noon on the day after the last day of the semester, whichever occurs first. If participating in Commencement Exercises, the student's term ends at noon on the day following Commencement.
- c. Summer: The Residence Term ends at noon on the day following the last day of the session.

## **7. LATE CHECK-IN**

The Office of Residence Life cannot hold a specific room assignment later than midnight on the first day of class due to the housing demand at the start of the year. Residents who anticipate arriving after classes begin must submit a written request to the Office of Residence Life and receive approval for a late arrival. Unapproved late arrivals may result in an alternate hall or room assignment. An alternate hall or room assignment is not cause for breaking the housing contract.

## **8. WINTER BREAK CLOSING**

Marymount Manhattan College closes its housing facilities during the published Winter Break period. All students must vacate their residence hall rooms during this period, but are not required to remove their belongings, unless they will not be returning for the Spring semester, or are not registered for full-time status prior to their check-out date for the Fall semester, as stated in Section 6 above. The College does not offer student housing during Winter Break.

## **9. JANUARY SESSION**

Housing for the January session is open to fall residents who are registered full-time for the spring semester. There is an additional fee as the January session is not included in the fall and spring semester housing charges. Residents must submit a January Session housing form and the applicable fee to secure their space. There are limited dining options during January session, and Dining Dollars from the fall semester may be used during the January session.

## **10. DEPOSIT AND PAYMENTS**

- a. A non-refundable housing deposit must be submitted with a housing application. Fall, Spring, Summer I, and Summer II applicants are required to submit a \$500 deposit. Students must submit separate non-refundable deposits for Fall/Spring and Summer I/II and Summer Programs. The housing deposit will be credited towards the student's total cost of residence.
- b. Failure to remit full payment of tuition and fees, as published, will result in forfeiture of his/her space assignment. No student under any circumstances will be allowed to move into or occupy an assigned space in a residence hall unless all registration charges are paid in the time and manner established by the College. Students who have failed to resolve their outstanding balance and failed to make arrangements with the Center for Student Services by the established payment date will forfeit their room assignment and deposit.

## 11. REFUNDS

- a. **Housing Deposit:** The housing deposit is not refundable. Students withdrawing from the College forfeit the deposit. Students staying at the College may apply their deposit to the cost of tuition.
- b. **Room Charge Refund:** The following schedule of refunds applies only to cancellation of the Housing Contract by the student as a result of the student's voluntary withdrawal from the College or a psychological/medical Leave of Absence. No refunds will be made to any student if the College terminates this contract or his/her enrollment or he/she is required to withdraw from the residence by the College pursuant to Sections 2 or 3 above or otherwise.
  - i. Summer: Room charges are not refundable after the first day of the summer program residency as listed in the schedule.
  - ii. Fall and Spring: If the student withdraws his/her enrollment:
    1. Before the term start date, the withdrawing student will be entitled to a refund of 75% of the housing charges paid, not including the \$500 deposit. The student is not entitled to any refund of the Dining Dollars.
    2. On or after the term start date, the withdrawing student is not entitled to a refund of the housing or Dining Dollars charges.
  - iii. January Session: If a student withdraws his/her January Session housing enrollment:
    1. Before the last day of the Fall Semester, the student is entitled to a 50% refund of the housing charges.
    2. On or after the last day of the Fall semester, the student will not be entitled to any refund of the housing charges.
- c. **Eviction/Leave of Absence:** Students removed from housing for disciplinary reasons will receive no refund for room or Dining Dollars charges, regardless of removal date. Students who take an involuntary or voluntary leave of absence receive a refund for room charges based on room charge refund policy Section 11(b) above. Residents who are evicted or take an involuntary leave of absence are prohibited from visiting the residence halls for one calendar year.

## 12. OCCUPANCY AND USE

From the start of the semester, beginning on the date established by the College, only the student assigned to a residence space may occupy the assigned space full time. Additional temporary occupants, i.e. guests, are subject to the rules and regulations of the residence hall and the College and applicable legal requirement regarding maximum occupancy. Resident students are fully responsible for their guest's actions. No pets of any kind are permitted in the assigned space at any time unless pre-approved as assistance animals. The Office of Residence Life may assign any vacant space in any room or suite occupied by resident students to other students in order to achieve full occupancy. Under no circumstances may a student sublet, license, or assign his/her assigned space in the residence facility. Failure to occupy a room assignment does not relieve a student of housing charges.

## 13. CONDITIONS OF PREMISES

By taking occupancy of the assigned space, the student accepts its conditions "as is" at such time and assumes responsibility for maintaining the room furniture and furnishings supplied by the College and located therein in its then current condition. Each student is responsible for leaving his/her assigned space in a clean and orderly condition, and for removing all his/her personal items.

## 14. DAMAGES AND EXPENSES

The student shall reimburse the College, upon demand, for all damages or expenses that the College may suffer or incur caused by neglect or misconduct of the student or of his/her guest or any other breach of the student's obligations hereunder, such as damage to a residence hall or the facilities of

the residence hall, or damage or replacement of furniture or furnishings provided by the College. Any damages or expenses incurred by the College as a result of such misconduct or neglect or breach will be charged equally to all the resident students in the room, suite or residence hall, as applicable, in which the damage occurred, unless liability is accepted by the person(s) responsible. In addition to the other remedies the College may have, failure to pay damage assessments may result in the College's refusal to permit the student to register or for such other action as may be determined appropriate by the College until all sums owed are paid in full.

#### **15. PERSONAL PROPERTY**

The College accepts no responsibility for loss or damage to a student's personal property, and advises that students obtain insurance coverage for their personal property to cover loss, damage or destruction arising from any cause, including, but not limited to fire, theft, water damage, and the elements. In the event of any damage by fire, water, steam, or other causes which render an assigned space unfit for occupancy, the College reserves the right to reassign residence unfit for occupancy, or to reassign the occupant or occupants to an alternate college residence. If an alternate residence is not available or if the student rejects the offer of an alternate residence, the College shall not be liable thereafter.

#### **16. CONSOLIDATION**

At any time, the residents remaining in an under-occupied room or suite may be given the following two options by the College: a) consolidating with another partially vacant room, or b) accepting a reassignment to a new room or to another residence hall to achieve full occupancy. The decision of a Residence Director is final. Room consolidation may take place at any time during the academic year.

From time to time students from other colleges may reside in our residence halls. In those instances, the College reserves the right to consolidate MMC students as outlined above.

#### **17. STUDENTS WITH DISABILITIES**

Marymount Manhattan College may provide housing accommodations for residents who have documented their learning, physical, and/or psychological disabilities with the Office of Disability Services no later than June 1 for Fall and January 1 for Spring. Accommodation requests received after these dates require a minimum of a ten-business day review prior to the student moving in. Previous accommodations are not automatically extended; residents must re-apply each year to be reconsidered. With documentation, accommodations may include the following:

- Low occupancy room (one roommate and two or three suitemates)
- A room on a low floor within the building
- A delofted or bottom bunk bed
- Assistance animals

**Please note: Single rooms are not available in the residence halls.**

#### **18. COMPLIANCE WITH APPLICABLE LAWS, COLLEGE RULES AND POLICIES**

The College prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by students, faculty members, or staff members while on College property, in residence halls, or while participating in College-sponsored activities or conducting College business off-premises. The College prohibits the unlawful possession of weapons of any kind. Verification of the violation of any of these policies will result in the student's dismissal from housing. The College prohibits smoking any substance in the residence halls, whether in common areas or private apartments, or rooms, or outside of the front entrance of the residence halls. The College prohibits unlawful conduct of any kind in the residence halls or adjacent facilities. Students are required to comply with all Federal,

State and Local laws as well as rules and regulations established by the College and the Office of Residence Life, including but not limited to:

- a. Rules contained in the Marymount Manhattan College Catalogue, the Code of Conduct, the Student Handbook, *The Policy on Sexual Misconduct, Sexual Assault, Stalking, and Relationship Violence*, and *The Resident's Guide to Community Living*;
- b. Rules concerning sanitary conditions, recycling programs, prevention of fires and protection of the safety of other residents and guests;
- c. Rules concerning the condition under which areas in the residence may be visited by student residents or by others; and
- d. Applicable policies and procedures of the Office of Student Affairs, the Center for Student Services and the Office of Residence Life.

Such policies and procedures are available at the appropriate College offices, the College Catalogue and on the College website. Students are responsible for informing themselves of those policies and procedures. At the discretion of the Office of Residence Life and/or the Vice President of Student Affairs/ Dean of Students, the student may be subject to a change in room assignments, or to dismissal from the College residence for disruptive behavior. This includes behavior that endangers the student's own health and/or safety or the health and/or safety of others.

#### **19. PROCEDURES TO VACATE**

Each student must vacate his/her assigned space and officially check out and return all keys at the end of the residence term, as designated herein, or immediately upon cancellation or termination of this contract. If the student does not officially check out, return keys, and vacate the space by that date, he/she is authorizing the College to enter the room/apartment, remove his/her possessions, and change the locks of the room/apartment. The student shall be responsible for all costs and direct or indirect damages suffered by the College in connection with his/her failure to check out and vacate by that date, including, without being limited to, the cost of accommodations for each person who would otherwise have occupied the assigned space and all legal and other expenses incurred by the College in connection with removing him/her from the assigned space.

Notwithstanding any other provision in this contract, the resident waives any right that he/she may have or acquire to remain in the assigned space beyond the end of the Contract Term.

#### **20. DINING DOLLARS**

All residential students are required to participate in the Dining Dollars program with a minimum charge of \$1,350 for the fall semester and a \$1,350 charge for the spring semester. When applying for housing, residents select the desired amount of Dining Dollars. Residents who do not make a selection will automatically be enrolled in the minimum required amount of \$1,350 per semester. The amount the student selects for the fall semester will automatically be charged to the resident's account for the spring semester. Should the resident wish to change their selected Dining Dollars amount for a specific term, the student must notify the Office of Residence Life via the Dining Dollars Change Request Form no later than the Academic Calendar's Add a Class Deadline for the requested term. Requests for changes after the Add a Class Deadline will not be considered.

The College will carry-over any remaining Dining Dollars in a student's account at the end of the Fall Semester and add it to the required Spring Semester Dining Dollars amount. At the end of the Spring Semester, any unused Dining Dollars on the card will remain available for future use. Students who remain in housing will continue to be charged the required minimum of Dining Dollars each semester. For all students, balances will continue to carry-over from semester to semester until the student graduates or withdraws from the college at which time any remaining Dining Dollars funds will be forfeited.

## **21. PSYCHOLOGICAL/MEDICAL LEAVE OF ABSENCE**

All students who take an involuntary or voluntary psychological or medical leave of absence and who live in the residence halls will not be able to continue to reside in the halls for any portion of the term that the student is on leave. Students who take an involuntary or voluntary leave of absence receive a refund for room and board based on the room charge refund policy section 11(b) above.

## **22. RESPONSIBILITIES OF THE RESIDENCE LIFE STAFF; RESERVED RIGHTS OF THE COLLEGE**

The College has delegated to the staff of the Office of Residence Life the responsibility for establishing and enforcing the rules and regulations governing the conduct of students within each residence used by the College. Residence Life staff members may consult with the College Administration, the Director of Residence Life, and student residence governing bodies in carrying out these responsibilities. The College reserves the right to enter and inspect any room and personal belongings at the discretion of responsible staff members when it is deemed necessary for security and/or maintenance of the residence or for safety and/or discipline of the residents, including specifically the right to inspect any residence, announced or unannounced, to ensure compliance with rules concerning the use of residence, preservation of clean and sanitary conditions, fire prevention, or personal health and safety. Failure to allow entry to a College official may result in a police response and loss of housing.

The College reserves the right at any time to terminate, establish, and amend any term, conditions, policies, and procedures concerning the matters covered herein, without prior notice.