



Menlo College Terms of Occupancy 2008-2009

The Terms of Occupancy serves as a source of information for the student who plans to reside in the residence halls at Menlo College. THIS IS NOT A LEASE AND NOTHING HERE PROVIDES STUDENTS WITH THE RIGHTS OF A LEASEE/TENANT. THIS AGREEMENT DOES NOT PROVIDE THE STUDENT WITH ANY EXCLUSIVE POSSESSION OR EXCLUSIVE OCCUPANCY OF ANY PREMISES ON THE CAMPUS OF THE COLLEGE.

DEFINITIONS OF TERMS:

Residency Requirement/Eligibility: Menlo is committed to the philosophy that an individual’s college education is enhanced through the experience of residing on campus. Students benefit from associations with fellow students and faculty, in the type of planned and spontaneous activities (social, educational, cultural and athletic) and discussions that occur outside regular class hours in a residential environment. Residence hall living adds a measure of convenience to a student’s life, creates increased opportunities for students to widen their circle of friends, and provides a quick immersion into campus life.

All unmarried students are required to live on campus unless one of the following requirements are met:

1. Student is a junior or senior status
2. Student is living with an adult relative within 30 miles of the College campus
3. Student has lived on campus for four (4) semesters
4. Student is 21 years of age or older

All Students residing on campus must participate in the college board plan. Students must be in good financial standing with the College and enrolled in a minimum of nine (9) units per semester. No student has exclusive possession of any space, but only the opportunity to occupy space in a manner allowed by the College. The student is not a tenant, and has no rights of a tenant.

Change of Housing Status Request: Returning students withdrawing from the college or those who qualify to live off campus and have registered for on campus housing must submit a *Change of Housing Status Request* form to the Office of Student Affairs before June 1, 2008 for the fall semester or December 1, 2008 for the spring semester. ***Submission of this form is a request only and does not guarantee a release from housing or return of all or any portion of the deposit.*** Returning students who are released are subject to the penalty schedule as listed below:

<u>Fall Submission Dates</u>	<u>Fine</u>	<u>Spring Submission Dates</u>	<u>Fine</u>
Before June 1	No Penalty	Before December 1	No Penalty
June 1–1 st day of class fall semester	\$300.00	December 1 -1st day of class spring semester	\$300.00
After 1 st day of class	\$300.00 + room & board	After 1 st day of class	\$300.00 + room & board

After August 1 (for Fall) or December 1 (for Spring), students must submit further documentation to request a release. Reasons to be released after these dates may include, but are not limited to: marriage, medical, or severe financial hardship. Students must submit supporting documentation in order to be considered for a change of status under these or other reasons. No release is guaranteed under any circumstances. Typically requests made after the start of the semester are not granted.

Room and Board is pro-rated weekly until the 20th day of class. After the 20th day of class, students are liable for the full cost of room and board for that semester.

This penalty will be deducted from the student’s security deposit. If there is no deposit on record, it will be billed against the student’s account. (See also “Deposits” Section)

Terms of Occupancy: The residence halls open at 10:00am on Thursday, August 21, 2008 (new students) and 10:00am Saturday, August 23, 2008 (returning students). Halls close for the fall semester 24 hours after the students last exam or at 12:00 p.m. on Saturday, December 13, 2008. The halls re-open on Saturday, January 10, 2009, at 10:00 a.m. and close at 12:00 p.m. Saturday, May 9, 2009, for the spring semester. The student may not occupy a room prior to the official opening day or after the official closing day, unless the Dean of Student Affairs or his/her designate has granted previous permission. An additional cost, based on a daily rate, will be assessed for occupancy for other than College related business. Students who live in campus housing prior to the official opening of housing (e.g. fall preseason athletic training camp) are bound by the policies, rules and procedures as outlined in this agreement.

Termination: Termination occurs at the end of the term of occupancy, or sooner if the license is terminated by the College. The College may give notice of termination for: breach of Agreement by the Student, in the College’s judgment; loss of eligibility; or violation of the Menlo College Code of Conduct.



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Eviction: Upon the College's termination of the license, the Student is required to immediately vacate the assigned room. If the Student does not immediately and cooperatively vacate the assigned room, the College may take any action it deems appropriate, including altering the locks, removal and storage of the Student's property. The student hereby agrees to immediately comply with the notice.

Policies/Regulations: For the purpose of the Terms of occupancy, Policies/Regulations include, but are not limited to: policies of the Board of Trustees as they are adopted from time to time; the Menlo College catalog; the Menlo College Student Handbook (which includes the Code of Conduct); contracts for specialty housing; and policies and procedures of the Office of Student Affairs. These Policies/Regulations may be amended from time to time during the occupancy period, with or without notice. The Student shall comply completely and fully, and be bound by the Policies/Regulations. Notification procedures for Policies/Regulations changes may be found in the Student Handbook. The Student has the obligation to be fully aware of Policies/Regulations that affect this contractual relationship.

APPLICATION AND ASSIGNMENTS/BOARD PLAN:

- a) The College reserves the right to refuse to give a housing assignment to any student. Examples of reasons for refusal include, but are not limited to: individuals who have a criminal history, individuals who have behavioral problems which may, in the opinions of the College, negatively impact the group living environment, or individuals who have been previously evicted or suspended from campus housing.
- b) The College may provide housing accommodations and meal service on the College campus to the Student on a space available basis provided the student is enrolled in a minimum of nine (9) units at the College, has completed a Student Housing Application and Agreement, has submitted the requisite deposit along with the submitted Enrollment Agreement (new students), and any other additional documents required.
- c) This agreement is for accommodation in any College residence hall. NO guarantee of specific hall or room assignment shall be implied by this Agreement or the housing application. This agreement is not transferable.
- d) College reserves the right to change the Student's room assignment and can require a Student to move at any time. 24 hours notice will be provided except under extraordinary circumstances.
- e) The Student is required, by definition of the Residency Policy, to participate in the campus board plan. A student who has special dietary needs should meet with the Director of Dining Services.
- f) The board plan is not transferable to another person in part or in whole.
- g) No housing or meal service will be provided during semester break (between Fall and Spring semesters). No meal service is provided during Thanksgiving recess, spring break, or spring recess.
- h) Student must vacate his/her room within 24 hours of his/her last final exam. Graduating seniors may have until 12:00 p.m. on Sunday, May 10, 2009 to check out of their residence hall rooms.

TERMS OF PAYMENT/CHARGES AND REFUNDS

Payment, charges, and refunds associated with this Agreement are detailed below:

Occupancy: Room rates stated in the College catalog are based on double occupancy. The College reserves the right to limit the number or remove as an option double rooms used as singles depending on enrollment and other occupancy factors.

Additional Charges: The additional charge for single rooms, large single rooms, single occupancy of a double room, and a single with a private bathroom are stated in the 2008-09 Menlo College catalog, room selection information (returning students), or new student information packets 2008-09.

Payment: Room and board costs are due and payable through the College Business Office in conjunction with other costs (i.e., tuition, fees, etc.).

Deposits: Students who enter campus housing are required to submit a \$300.00 housing deposit with their housing application. If the student takes possession of his/her assignment through the College check in process, the deposit will be converted into a security deposit that is held in the Student's account. The deposit is refundable at the end of their residency in campus housing, less any damage or other charges that may be held against it. Students may request the deposit back, in writing, from the College at the completion of their residency in campus housing.

Other Charges: The billing party whose signature appears on the Application Agreement (student, parent, or guardian) accepts financial responsibility for the physical condition of the room and all furnishings therein. At the expiration of the Application Agreement, Student will surrender the room and furnishings to the College in good repair and condition less normal wear and tear.



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Damage to common areas of a Residence Hall or a suite will be prorated among the residents of the hall or suite. In addition, any fines assessed for misconduct or failure to comply will also be added to the Student account and paid by the billing party.

Change of Status: A penalty fine of \$300.00 will be assessed to the Student account if a Change of Housing Status Request is not submitted to the Office of Student Affairs by the dates listed under "Definition of Terms" on page 1 of this document.

Refunds: After the beginning of the Term of Occupancy, regardless if the student has received the room security code or key and signed the Room Condition Inventory, the Student is subject to the refund policy as stated in the College catalog. No refunds will be given if the Agreement is terminated due to discipline matters or if the request to move from the residence hall occurs after the twentieth (20) day of classes.

GENERAL COLLEGE POLICIES

Use of Facilities: When deemed necessary, the College will require students to move to other accommodations. When such circumstances occur, the Student agrees to complete the move within the time specified by the Office of Student Affairs.

Responsibility for Damage or Loss: The Student's signature on the Room Condition Inventory (RCI) establishes the Student's acceptance of the condition of the living space and its contents at the time of occupancy, and therefore, becomes the standard for the living space and its contents at the termination of occupancy. The student has 48 hours from the time he/she signed the RCI to report to the Office of Student Affairs any other additional damage discovered in the room.

The Student agrees to be liable for damage or other loss incurred to the room, suite, wing, floor, building and its contents. Damages that occur to common areas and/or public areas that are not attributable or chargeable to a specific individual or group will be shared equally by the residents of the living area where those damages occur. The Student agrees to pay such damages to the College upon demand; if not, the College may collect damages by billing the student account and/or withdrawing registration.

The College and Student shall cooperate in the care of the dwelling and grounds. The Student is responsible for exercising reasonable care in keeping College property in good condition. The Student is expected to notify the Residence Life Staff of damage or needed repairs in a timely manner via the work order procedure.

No College Liability: The College shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of the Student for any cause. The Student is encouraged to carry personal property insurance. The Student agrees to save and hold harmless the College for all injuries of whatever kind or nature occurring on the premises assigned to him or her.

Entering the Residence Hall Room: The College reserves the right to enter the premises without notice and in Student's absence for reasons of health, safety or general welfare; to make repairs to the room and/or furnishings; upon reasonable suspicion of the presence of any illegal substance or activity; or other suspected violations of federal, state or local law or College policies/regulations.

Sex Offender Disclosure: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 people or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the California Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Assignment of Agreement: The Terms of Occupancy is non-transferable or assignable; therefore, the Student shall not sublet the room or any part thereof to another person.

TERMINATION OF AGREEMENT AND/OR OCCUPANCY BY THE COLLEGE-ENFORCEMENT OF OCCUPANCY

College may terminate this Agreement and cancel the right of occupancy at any time in the College's judgment, including: for health and safety reasons; as discipline if a student violates the Student Code of Conduct located in the student handbook; or ceases to be enrolled and in acceptable standing at the College; or other reasons of sound administration of the College. By reference, the student handbook is an integral part of the Terms of Occupancy.



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TERMINATION BY THE STUDENT

The student may request termination of Occupancy by submitting a written Change of Status form to the Office of Student Affairs. The request will be reviewed in compliance with the Terms of Occupancy and Change of Status Policies. If approved, the student will be notified in writing and all applicable refunds or charges will be applied to the students account.