



## Residence Hall Contract

Rocky Mountain College (RMC) and the undersigned student (student) enter into this Residence Hall Contract upon the following terms and conditions:

**Premises:** RMC requires all freshmen and sophomore students to reside in the residence halls (Widenhouse Hall, Anderson Hall, or Rimview Hall). Exceptions to this policy include students living with parents, married students, students with dependent children, or students 21 years-of-age or older on the first day of the classes for the fall semester. Students of junior or senior class standing, or students 21 years-of-age or older on the first day of the classes for the fall semester are eligible to live in Jorgenson Hall. Execution of this agreement does not guarantee that students will be assigned to a space in the residence halls. Students whose conduct is not conducive to a group living and learning environment may be denied an assignment in the residence halls. Qualified students for whom space is not available will be placed on a waiting list and notified as a vacancy exists.

**Assignment:** RMC will assign a space (based on availability) only after the student has submitted a completed Housing and Meal Plan Application/Roommate Preference Application or Returning Student On-Campus Housing and Meal Plan Application, a signed Residence Hall Contract, and a \$250 enrollment deposit. In the case of roommate assignments assigning will be sex specific. Student housing preferences listed on application are strongly considered but are not guaranteed. The student must reside in the space assigned to them and may not reassign or sublet the space. Assignment changes will only be considered after the second week of classes.

**Eligibility and Priority:** The student must be enrolled as a student of RMC. If the student withdraws from RMC, this contract will be terminated and the student will be required to vacate the residence hall within 24 hours, unless an exception has been made in writing by the Director of Residence Life.

**Contract Period:** This contract becomes binding upon submission of [\*Housing and Meal Plan Application/Roommate Preference Application\*](#) or [\*Returning Student On-Campus Housing and Meal Plan Application\*](#) and shall continue for the entire academic year (fall and spring semesters), or the remaining portion thereof. The RMC calendar indicates the opening and closing dates of each semester. Students may not move in earlier or move out later than the established dates without prior written authorization from the Director of Residence Life. Additional charges may be assessed for approved early and late occupancy. All residence halls are closed during winter and summer breaks.

**Check In:** All residence hall assignments will be held until 8:00 a.m. on the first day of class, after which time will be reassigned. If a student must take occupancy after the first day of class, he/she must submit notice to the Office of Residence Life and specify the date the student will check-in, in which case assignments will be held at the student's expense.

**Food Service:** All students living in Widenhouse Hall or Anderson Hall must contract for a meal plan offered by RMC and Sodexo. Students residing in Rimview Hall or Jorgenson Hall have the option to contract for a meal plan at any point during the academic year. Food service may be closed or have varied hours of operation during the established vacation period(s). Meal plans are not transferable. Meal plans may be reduced or canceled up to the 5th day of classes each academic semester. A new meal plan may be added or an existing plan may be increased at any time during the semester. In the case of meal plan changes, meal plan rates will not be prorated regardless of the time of change. No refunds for meal plans after the 5th day of classes each will be awarded regardless of cancellation request circumstances.

**Payment of Room and Board Charges:** The student agrees to pay all room and board fees for each semester by the deadline for payment of RMC fees.

- A. Room and board rates for this contract will be those rates approved by the Vice President for Student Life.
- B. Room and board charges begin the first day the residence halls open, regardless of the date of occupancy.

**RMC Regulations:** The student agrees to observe all published RMC policies and regulations. Failure to do so may result in disciplinary action up to eviction from the residence halls and/or suspension/dismissal from RMC. All published RMC policies and regulations are specifically made a part of this contract by this reference.

**RMC Authority:** RMC has the right to:

- a. Change room, suite, or apartment assignments when vacancies occur. When vacancies occur in a room, suite, or apartment, the remaining student(s) must accept a new roommate(s) and/or move to another room, suite, or apartment. RMC will not change room assignments if the vacancy occurs within two weeks of the end of the semester.
- b. Move students from a specific room, suite, apartment, floor, hall, or the residence hall system if necessary for order, sanitation, health, safety, or disciplinary purposes.
- c. Inspect all rooms, suites, or apartments, for purposes of inventory, fire protection, sanitation, safety, maintenance, and policy enforcement. Students may not block or restrict RMC officials from access to their rooms, suites, or apartments.
- d. Enter any room, suite, or apartment without notice in cases of emergency or for maintenance and student welfare purposes.

**RMC's Responsibility for Student's Personal Property:** RMC assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the student, no matter the cause or location of the property. RMC does not carry insurance against the loss or damage of individually owned personal property; students are encouraged to provide their own personal property insurance coverage.

**Student's Responsibility for Damage and Loss of RMC Property:** The student's signature on the condition report is the student's acceptance of the condition of the room, suite, or apartment and its contents at the start of occupancy. The condition report is the standard for determining the condition of the room, suite, or apartment and contents at the termination of occupancy. The student is responsible for any damage or loss caused to the building, room, suite, or apartment, furniture, and equipment; ordinary wear and tear is expected. Damage or loss within student rooms, suites, or apartments will be charged to the assigned student's deposit; in the cases of charges exceeding the deposit, balance charges will be assessed to the student's account. The student agrees to pay such charges to RMC upon demand.

**Termination:** Students who wish to be released from this contract for any reason before the end of the contract period must file an [\*Off-Campus Housing Exemption Request Form\*](#) or [\*Contract Cancellation Request Form\*](#) with the Office of Residence Life. The student will be released from the contract only if he or she meets the criteria for release stated in the [\*Off-Campus Housing Exemption Request Form\*](#) or [\*Contract Cancellation Request Form\*](#). The Director of Residence Life will make the final decision regarding contract releases.

Regardless of reasons for the release or termination of this contract prior to the expiration of the term other than immediate withdrawal from Rocky Mountain College\*, a \$250 cancellation fee and pro-rated room charges may be assessed as of the date of final check out if completed before the 5<sup>th</sup> day of classes. If final check out is completed after the 5<sup>th</sup> day of classes, full room charges will be assessed. Refunds will not be processed until the final checkout is complete, cleaning and/or damage fees are assessed, furnishings/keys accounted for,

and outstanding debt to RMC has been resolved. Any remaining deposit balance will be refunded to the student the semester following the date of termination.

\*In cases of immediate withdrawal from Rocky Mountain College, room charges will be prorated and assessed based on the Federal Title IV and Institutional Funds Policy as stated in the Rocky Mountain College catalog and the \$250 cancellation fee will be assessed. Refunds will not be processed until the final checkout is complete, cleaning and/or damage fees are assessed, furnishings/keys accounted for, and outstanding debt to RMC has been resolved. Any remaining deposit balance will be refunded to the student the semester following the date of termination.

A student whose [Off-Campus Housing Exemption Request Form](#) or [Contract Cancellation Request Form](#) is denied must pay the full amount of the room charges for the full contract period and will not be checked out until the expiration of the contracted term.

This contract may be terminated by the Office of Residence Life at any time for violation of the terms and conditions of this contract. If the contract is terminated, RMC may assess a \$250 contract cancellation fee, retain all payments made under the contract, and may seek any other remedy in law or equity. If this contract is terminated, the student agrees to vacate the residence hall within 24 hours, unless written permission has been obtained from the Director of Residence Life. The student agrees to pay all reasonable costs, attorney's fees, and expenses made or incurred by RMC in enforcing this contract.

**Check-Out:** The student must use the established check-out procedures upon termination of this contract. Students who fail to return their issued key(s) will be charged for the lock change(s). Students who fail to clean and/or cause damage to the room, suite, or apartment and its contents will be charged a fee for RMC personnel to clean and repair the room, suite, or apartment, furnishings and equipment. Students who fail to properly check-out of their assigned space will be charged an improper check-out fee of \$150.

**Abandoned Property:** If personal property is left by the student on RMC property after termination of occupancy, the property shall be deemed abandoned. RMC will dispose of the property if not removed by the student. Any charges incurred to remove, store, or dispose of the property will be assessed to the student.

This contract becomes effective upon submission of a [Housing and Meal Plan Application/Roommate Preference Application](#) or [Returning Student On-Campus Housing and Meal Plan Application](#).

*I hereby accept the terms of this contract and an assignment to a room, suite, or apartment in the RMC residence halls. I agree to all stipulations in effect during the term of this contract and understand failure to observe these stipulations may result in fines, termination of contract, removal from the residence halls, and forfeiture of deposit and any paid room and board fees.*

\_\_\_\_\_  
Print Student Name

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Guardian Signature (if student under the age of 18)

\_\_\_\_\_  
Date