

MARTIN METHODIST COLLEGE • OFFICE OF RESIDENTIAL LIFE  
**ROOM & BOARD AGREEMENT**  
2020-2021 Academic Year  
September 5, 2020 – May 8, 2021

1. CONTRACT TERM AND CONDITIONS

- A. All students who live in student housing must pay a one-time, non-refundable \$150.00 application fee with their initial housing application. Returning residential students shall submit a housing application each school year but will not be required to pay an application fee after the initial fee. Furthermore, the College reserves the right to refuse an application for on-campus housing.
- B. The College's acceptance of the application or Agreement does not guarantee assignments to a particular type of accommodation or final admission to the College. Assignment is contingent upon final admission to the College.
- C. All Room and Board Agreements shall be limited to a maximum term of one (1) academic year. The term of any Agreement will include the total academic year, as defined by the current Academic Calendar including the fall and spring semesters within the academic year of the College, but shall not include any period between semesters, any holiday or vacation periods or summer period unless otherwise designated by the College. Assignment to or occupancy of residence hall room does not include vacation periods but will begin and end on the dates indicated above. Limited student housing may be available at an additional cost between semesters and must be approved by the Office of Residential Life. Students staying over holiday breaks will be fined. This excludes the summer break and athletics.
- D. Room and roommate preferences are granted when possible. The Office of Residential Life assigns students who do not submit housing or roommate preferences based on the questionnaire completed by the student in her/his application. Martin Methodist encourages educational, social, and cultural diversity within the on-campus residential environment. Therefore, room and roommate assignments are made without regard to age, color, disability, national origin, race, religion, sexual orientation, or veteran status.
- E. Students must occupy the residential unit assigned by the Office of Residential Life during the time period specified by the agreement. Any change in assignment must be approved by in writing the Office of Residential Life. The College reserves the right to make all assignments and to make any assignment changes considered advisable or necessary.
- F. Room changes will be made only with the approval of the Office of Residential Life. Room changes will not be considered until two weeks into the semester.
- G. When available, and at the students request, double-occupancy room may be occupied as a single at a higher rental rate for a particular semester.
- H. In the event any occupant of a multiple occupancy residential unit ceases to reside in the unit for any reason, the College shall have the right to reassign the room to other students on campus. The student will be sent a consolidation letter outlining two housing options (below). At no time will a student be permitted to live in a double-occupancy room without a roommate while paying a double-occupancy rate. If a student has not completed the consolidation within 10 business days of the initial notification, the student will automatically be upgraded to a single room (option 2).
  - 1) Consolidation [Students may choose to be moved into another double occupancy room or to be assigned a new roommate.]
  - 2) Single Room Upgrade [Students may choose to pay a higher rate to ensure that their room remains a single room for the remainder of the term.]
- I. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event Residential Life must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the College may offer impacted students reimbursement which in its discretion it determines is fair, reasonable, and appropriate based on the information available at that time.
- J. The College shall not be liable for any damages or injuries to any students or to guests or invitees of students, resulting from any act or failure to act by the students or any accident occurring in or about the facility. Each student who occupies any residence unit agrees to indemnify and hold the College harmless from and against all claims, damages or causes of action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the students.
- K. Periodic health and safety inspections are to be conducted by the Resident Directors and Resident Assistants to check for health and safety problems, adherence to campus safety regulations, and property damage. Refrigerators, cabinets, and closets are subject to search. Residents are requested but not required to be in attendance during the inspections, and will be notified of the date for the housing inspections by email via College email address.
- L. Any students or other occupant of a residential unit who fails to comply with any terms or conditions of the agreement, or to make timely payment of all fees due or for damages caused to the premise, shall be liable to the College for all expenses, including collection costs and reasonable attorney's fees, incurred by the College in the enforcement or collection of the obligation involved.
- M. The terms of any Room and Board Agreement are not modified in any way by the verbal comments of a College employee or students. Any changes must be writing and signed by the authorized person of College and resident. (Notices regarding changes detailed in terms already outlined in this Room and Board Agreement will be communicated via the resident's MMC email account and will not require the approval or signature of the resident.)

2. CHECK-IN AND CHECK-OUT

- A. All students moving on campus must check in with a Residential Life staff member to receive their key. During the move in process, students will be offered an opportunity to comment on the condition of their room when they moved in. If the student fails to comment, Residential Life staff will assume the student agrees with the current condition of the room, and the student will be held responsible for additional damages.
- B. All students are expected to move out of campus housing immediately after their final exams unless they are involved in the graduation ceremony or official college functions. Such residents must check out by 5:00 pm on Graduation Day, unless they have prior written approval from the Office of Residential Life. Students in campus housing after closing will face extensive fines.
- C. Students moving out of College residential facilities MUST check out. Residents should contact a Resident Assistant (RA) or Resident Director (RD) 24-hours in advance so he or she may be present to inspect the room and sign off to the condition of the room. After the RA/RD has checked the room, the resident will turn in keys. If the student chooses to Express Check Out, the student must still return their key but also forfeits the right to dispute charges. Failure to check out, either in person or by Express Check Out, and failure to return the room key will result in a charge to the student's account. The Office of Residential Life will make a final inspection of each room. Any damage to a room that is not listed on the Check-In Form will be the responsibility of the student.
  - 1) ALL possessions must be removed from the room prior to check out.
  - 2) Remove all tape, nails, hooks, etc. from walls, doors, ceilings, windows, desks and shelves.
  - 3) Empty and clean closets, cabinets and drawers
  - 4) Empty trash cans. All trash or articles to be thrown away should be deposited in dumpsters provided for the purpose.
  - 5) Clean the floor, vacuum or mop if needed.
- D. Failure to follow the prescribed check out procedures or turn in their keys at the end of residency will result in fines. See Section 7.

3. RESIDENT RESPONSIBILITIES

- A. The College does not maintain insurance on any personal property of students, and all personal property of students on the premises shall be at the sole risk of the students. The College shall not be liable for any damages to or theft of personal property of students in the residential hall or on its grounds prior to, during or subsequent to the period of the agreement. Personal property remaining in student's residential unit prior to or subsequent to the period of the agreement will be disposed of by the College after 30 days. Students are encouraged to get renters' insurance.
- B. Students in residential halls or apartments are responsible for locking the door to their rooms when they are absent from the room or when they are sleeping. Additionally, students who compromise the safety of other residents will be subjected to disciplinary action. Examples of such behavior include but are not limited to, propping open exterior doors, intentionally allowing non-residents access to the building, failure to escort guests, duplicating and/or loaning keys, sealing windows or doors closed that would prevent entry in cases of emergency and damage to lock mechanisms or other security devices. (See Sec. 7)
- C. All students who occupy any residential facility shall maintain the unit in the same condition as accepted at the commencement of the period of occupancy; and upon termination of such occupancy, shall surrender the premises in the same condition (ordinary wear and tear accepted). No students may make any alterations, additions,

or improvements to student's residence unit without the written consent of the Office of Residential Life, including removal of College-issued furniture (including mattresses).

- D. Each student who occupies any residential facility agrees to pay the College, immediately upon demand, for any and all damages to the unit, including but not limited to damages to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, appliances, fixtures, and furnishings of the unit and its surrounding premises. Failure to pay the fees associated with the damages will result in termination of this agreement.
- E. Students in residential halls or apartments may be assessed on a pro-rata basis for damages in public areas or other common areas within or around the facility in which they reside, either by floor or area or by the entire facility, following a decision by the Office of Residential Life or other appropriate officials of the College. Students will be notified in advance of this mass assessment.
- F. All residential students are prohibited from creating a health or safety hazard, and the College may require a resident to leave College housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, regulations, and guidance adopted by the College as it relates to public health crises, including COVID-19, including before or upon arrival to campus. This may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, diagnostic and surveillance testing, contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine/isolation requirements. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, and all common spaces.
- G. At any time, the College may request or require a resident to leave College housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from Residential Life to leave their assigned space due to COVID or other public health emergency and failure to do so may subject a student to emergency removal from their assigned space. Not all rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from College housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.

#### 4. CANCELLATION AND REFUND POLICIES

- A. Students are advised to review current College policy requiring students to live in College housing to determine eligibility to live off-campus. Students violating the College's Residential Requirement at any point during the terms of the Agreement will be fined.
- B. In the event any student or other occupant of a residential unit fails to comply with any terms or conditions of the agreement, including the timely payment of the Room and Board Fee, or with any rule, regulations or policy incorporated therein by reference, the College may declare the agreement terminated, and may enter and take possession of the premises after it has given notice to the students or other occupant to vacate the premises within twenty-four (24) hours.
- C. Cancellation by the College: Any student's residence hall agreement shall terminate at the discretion of the College in the event of any of the following:
  - 1) the premises or the unit are destroyed or, in the opinion of the College, unsuitable for occupancy for any reason;
  - 2) the occupant thereof ceases to remain a student in good standing with the College during any regular academic term within the period of the agreement;
  - 3) the student or other occupant violates any covenant, term or condition of the agreement and any other rule or regulation incorporated into this agreement by reference; or
  - 4) the institution gives the student or other occupant written notice of termination at least thirty (30) days prior to the date when such termination will be effective.
- D. Upon reasonable notice, the College reserves the right to terminate housing contracts due to public health emergency needs, including COVID. In the event the College terminates housing contracts due to public health concerns, the College will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.
- E. Cancellation by the Student:
  - 1) A student may be released from this residence hall agreement before the effective date of the license agreement by submitting a written notification of cancellation to the Office of Residential Life, so long as the student has not checked into his/her room and it is prior to the first day of classes of the initial semester of the license agreement, or by withdrawing from the College.
  - 2) A student may be released from this residence hall agreement after the effective date of the agreement by:
    - a) withdrawal or graduation from the College at the end of a semester;
    - b) dropping below full-time student status at the end of a semester, as defined by the current College catalog;
    - c) leaving the College at the end of a semester to participate in one of the College's academic internship programs;
    - d) an emergency release granted by the Vice President of Student Affairs or the Office of Residential Life.
- F. Refunds:
  - 1) Refund of the full advance payment will be made when one of the following conditions is met:
    - a) written cancellation is received by the Office of Residential Life before checking into the Residential facility;
    - b) the student is prevented from entering the College because of medical reasons confirmed in writing by a licensed physician;
    - c) residence hall space is not available.
  - 2) Refunds of payment rent will be prorated on a weekly calendar basis when the student is forced to withdraw from the residence hall after check in under one of the following conditions:
    - a) medical reasons confirmed in writing by a licensed physician;
    - b) at the request of the College for other than disciplinary reasons;
    - c) in case of death.
  - 3) Refunds of residence hall rent will follow the refund rates and schedule defined in the current College catalog when the student withdraws from the College after check in. Students withdrawing from the College have three (3) days after the date of withdrawal to vacate the premises and follow Check Out procedures. After this period, the College may enter and take possession of the premises and fine the student for Improper Check Out.
- G. Cancellation of this agreement for any reason not addressed above or approved by the Vice President of Student Life from the start of the contract, SEPTEMBER 5, 2020, through the end of the contract, MAY 8, 2021, will result in the student will be responsible for paying 50% percent of the remaining balance of the yearly residential life charges.

#### 5. REGULATIONS

A. Safety concerns mandate that only certain electrical appliances are allowed in Criswell Hall, Upperman Hall, Oakwood Apartments, and Student Apartments.

B. Approved Items:

•One Small Refrigerator in Upperman & Criswell - *No larger than 3.5 cubic feet*

•One Small Microwave in Upperman & Criswell - *No larger than 1.0 cubic feet & 1000 watts*

•Single-serve Coffee Maker (i.e. Keurig)

•Carpet or Area Rug

•Curtains

•Desk Lamp (No Halogen Lamps)

•TV

•VCR/DVD

•Computer/Printer

•Gaming Systems

•Surge Protector

•Heavy Duty Extension Cords  
(see 5.E below)

*\*Student Apartments Only:*

•Upright Toaster\*

•Coffee Maker, without hotplate\*

•Slow Cookers (i.e. Crock Pots)\*

•Small Electric Grill\* (i.e. George Foreman)

*No larger than 0.5 cubic feet*

C. Prohibited Items:

- Candles
- Incense
- Space Heaters
- Outdoor Grills
- String lights, such as miniature Christmas lights

- Halogen Lamps
- Waterbeds
- Shade/Blinds
- Kitchen Appliances not listed above
- Wireless Routers/Access Points
- Non-heavy duty extension cords

- Pets (all domestic animals, reptiles, birds, fish, etc.)
- Hoverboards

D. Prohibited items will be confiscated and a warning of further disciplinary action will be given.

E. Extension cords must be of "heavy duty" quality at minimum, and the College strongly advises the use of surge protectors. Since electrical surges may occur periodically, the Office of Residential Life does not assume liability for damage caused by electrical surges.

6. CONDUCT AND DISCIPLINARY SANCTIONS

- A. Students are bound to and responsible for knowledge of the rights and obligations outlined in the MMC Honor Code and the MMC Student Handbook. Ignorance of the contents of the Honor Code and/or the Student Handbook is not an excuse.
- B. Students misconduct related to a residence hall which is subject to disciplinary sanctions shall include, but not be limited to, any misconduct proscribed by the Honor Code and/or the Student Handbook. All students who occupy any residential facility shall be subject to the rules, regulations, policies, and procedures of the Honor Code and/or the Student Handbook.
- C. Any incident of misconduct in the residential facilities will be turned in to the Office of Residential Life. Residential Life staff will determine if the misconduct violated the Honor Code and/or the Student Handbook. Notification explaining the violation and sanctions will be sent to the student. Students can appeal all violations to the Disciplinary Committee.
- D. Students will be held accountable for behavior occurring in the residence units, including the behavior of any visitors and/or guests.
- E. By moving into campus housing, the student agrees to allow access to his/her room for justifiable cause: smoke, water, odor, excessive and prolonged noise or property damage. If a student is suspected of concealing restricted material, such as illegal drugs, the Resident Director or Campus Security shall obtain authorization from the Vice President of Student Affairs, or the President of the College, to conduct a search of the assigned housing unless given verbal permission by the resident.
- F. All students shall fully respect the personal and property rights of all other persons and the College. The College will make every effort to see that these conditions are maintained by all members of its community.
- G. The College reserves the right to move a student when it is in the best interest of the student, the residential community, or the College.

7. FINES

**Broken/Missing Furniture**

Item	Fine	Item	Fine	Item	Fine
Bed (Frame)	\$ 210.00	Two position chair	\$ 120.00	Washer (Apt.)	\$ 600.00
Mattress	\$ 150.00	Chair	\$ 100.00	Dryer (Apt.)	\$ 500.00
Two drawer chest	\$ 180.00	Bedroom Blinds	\$ 75.00	Chair in Common area (Apt.)	\$ 280.00
Three drawer chest	\$ 520.00	Refrigerator (Apt.)	\$ 800.00	Two door upright closet (Apt.)	\$ 800.00
Desk	\$ 210.00	Microwave (Apt.)	\$ 130.00	Loveseat (Apt.)	\$ 400.00
Desk Carrel	\$ 100.00	Kitchen Table (Apt.)	\$ 280.00	Coffee Table (Apt.)	\$ 300.00
Light fixture for Desk	\$ 30.00	Living Room Blinds	\$ 125.00	End Table (Apt.)	\$ 230.00

**Maintenance & Residential Life Fines**

Charge	Fine	Charge	Fine	Charge	Fine
Special Cleaning	\$100	Improper Check Out	\$50	Cleanup for parties, pranks & vandalism	cost + labor
Propped outside doors	\$200.00	Lost/Unreturned Key	\$50	Unauthorized rooftop access	\$200.00/person
Repaint Room	\$1,200.00	Unauthorized Occupation	\$25/day	Broken window	cost + labor
Stray cafeteria plates and cups	\$10.00/item	Vacation/Break Occupation	\$25/day	Violation of Residential Requirement	\$3000/semester

**Labor Charges**

\$18/hour regular time	\$27/hour overtime	10% administrative fee is added to all chargeable work orders
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I have read and agree to the terms of this contract/lease. I agree to release the College, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of my use of space within College facilities, including those related to the potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless the College, its agents, and employees from any Claims resulting from or arising out of my breach of the terms and conditions of my housing contract. I understand that by residing in College housing, I am assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus.

STUDENT NAME \_\_\_\_\_ STUDENT CELL PHONE # \_\_\_\_\_

STUDENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENTIAL LIFE STAFF MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

Parent/Guardian Signature (if student is under the age of 18) \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Date \_\_\_\_\_