



A New State of Mind

Residence Hall Housing Contract for 2010–2011 Academic Year

Please read this contract carefully. Submission of a Housing Application indicates acceptance of this contract and constitutes a binding agreement with South Carolina State University.

1. The South Carolina State University Housing Contract represents a binding agreement between the student and the University for the entire academic year (fall and spring semesters) noted above (official University recess periods excluded) and when approved, entitles the applicant to a space in the residence halls when space becomes available. This agreement may be revoked by the University at any time and shall not be deemed to constitute a lease. This agreement may not be re-assigned, transferred, or sublet. A student who requests a release from their housing contract must be a December graduate, on an official leave of absence for the spring semester, or withdrawing permanently from the University. Only full-time students regularly enrolled at the University may occupy a room. Students must be enrolled in a minimum of 12 credits to be considered full-time.
2. **Residency Requirement:** A student is required to live on campus during their first year of enrollment at South Carolina State University. A student who wishes to be a commuter student must verify that they are living with a parent or legal guardian. Any request to be released from the housing contract must be submitted in writing. Release forms may be obtained from the Housing Office.
3. Housing charges are established for the entire academic year (excluding Thanksgiving, Winter, and Spring break periods) and are payable per semester to South Carolina State University at the Accounts Receivable (Cashier's) Office. Rates quoted cover only the academic year for which housing is requested and are subject to modification in subsequent years. In addition, a daily rate may be charged for approved occupancy prior to or subsequent to the contract period, or during periods when the residence halls are otherwise closed.
4. South Carolina State University offers an integrated room and board plan. Every student assigned housing must purchase the meal plan offered by the University's dining service. The meal plan must be selected in compliance with the University's board policies.
5. The University will make every effort to accommodate a student's request for a particular type of housing option; although it cannot guarantee specific accommodations. All residence halls on the South Carolina State University campus are designated as non-smoking. Assignments to rooms in the residence halls will be made in accordance with the established policy for priorities and on the basis of available housing space. Housing assignments are made regardless of race, color, religion, creed, national origin, or sexual orientation in compliance with the federal laws requiring nondiscriminatory practices and the Civil Rights Act of 1964.
6. Rooms shall not be occupied by fewer or more than the number of students stipulated by the University. If during the term of occupancy, this agreement is terminated by one of the residents in a given room, the remaining residents shall accept such other housing, or a new roommate, as is assigned by the University.

The Housing Office reserves the right to consolidate available spaces or assign a double room as private space at an increased rate of \$500/semester. Temporary, expanded occupancy, primarily in first-year housing, is occasionally necessary in the fall semester until the reassignment and/or consolidation process occurs. All decisions regarding the designated use of space and assignments will be determined by the Housing Office and shall be final. A resident must complete the institutional check in/registration process on the designated move-in date but no later than the first day of classes each semester in order to secure their housing space. The Office of Residence Life reserves the right to reassign unclaimed space.
7. The unauthorized visitation of a guest or other student of the university not assigned to the room is prohibited. This may result in a disciplinary fine, judicial action, and/or removal from Housing.
8. The Housing Office must approve housing changes. Requests for room changes for fall semester will be received through the first four weeks of the academic year. For all changes to be effective at the beginning of the spring semester (including room changes) requests must be made in writing before the break between the fall and spring semesters.

The Housing Office reserves the right to assess an administrative charge for unauthorized moves or for failure to follow proper residence hall check-in/out procedures.
9. The University, through the Housing Office, reserves the following rights:
 - a) To allow entry by authorized personnel for inspection and repair, for disciplinary purposes upon reasonable cause of suspected violations of conduct policies, to determine occupancy, or in an emergency (See the Search Policy in the *South Carolina State University Residence Guide to Living*);
 - b) To allow entry by authorized personnel with reasonable cause to search for and seize items related to suspected illegal activity or violation of University policy or violation of local, state, or federal laws (See the Search Policy in the *South Carolina State University Residence Guide to Living*);
 - c) To alter rental rates and/or housing assignments and make adjustments to student accounts to insure appropriate billing of fees;
 - d) To change or cancel an assignment in the interest of order, health, safety, discipline, improvement of the educational environment, or the general welfare of the students;
 - e) To bill and collect charges for damages, unauthorized use, or alterations to rooms, equipment, or residence halls;
 - f) To levy and collect disciplinary fines or charges for violations of established conduct policies or provisions of the Housing Contract;
 - g) To contact a student's next of kin or emergency contact in the event of serious illness, injury, or concern for the student's health or safety.
10. Each resident student is responsible for the following:
 - a) To conduct themselves in accordance with University policy and procedures;
 - b) To honor all policies and procedures relating to Residence Life as stated in the *South Carolina State University Residence Guide to Living and Student Handbook* or as determined by the Office of Residence Life and Housing;
 - c) To attend meetings, programs, and activities in the residence hall that are designated as being "mandatory" (which shall be no more than once per month or in the event of an emergency) so as to remain abreast of residence hall matters;
 - d) To use their residence hall room, with their assigned roommate, for residential purposes only;
 - e) Complete a Roommate Contract with assigned roommate(s) within the first three weeks of the semester;
 - f) To assume responsibility for the actions of their guest(s), including any violations of campus policy or damages;
 - g) To maintain the security of all keys issued by the Office of Residence Life and Housing. Keys and/or access cards may not be loaned or made available to anyone other than the assigned resident student. In addition, duplication of University-issued keys is strictly prohibited.
11. A student may not occupy her room or store personal belongings there before the residence halls officially open for the fall semester or after the halls close in the spring semester. The Office of Residence Life and Housing. The University assumes no responsibility for items left in rooms after the halls have officially closed.
12. Residents must vacate institutional housing and cease using the institutional board plan within 48 hours after withdrawal, dismissal from housing, or when no longer actively participating in classes. In situations where a student is required to vacate the residence halls, a student's parent or legal guardian will be notified.

13. A student is required to vacate their room during all break periods (Thanksgiving Break, Winter Break, and Spring Break) according to the published timelines for each break period. At the end of the fall semester, students must be properly checked-out and return their key prior to departure. At the end of their occupancy period in the spring semester, the student must remove all belongings from their room and complete the proper checkout procedures in accordance with stated deadlines. Failure to check out properly and/or return all keys by the check-out deadline will result in disciplinary fines and/or charges. Improper check-out fee is \$150 and lost key fee is \$120.
14. The University assumes no liability for loss or damage to a resident's personal property due to fire, theft, or other causes. The temporary failure or interruption of water, heat, or other utilities will not give a resident a claim for damages or reduction of room charges. All students are encouraged to research whether they are covered by their parents' or guardians' homeowner insurance. Students not covered are encouraged to purchase insurance to cover such possible losses.
15. The University, through the Office of Residence Life and Housing, reserves the right to assess residents, a hall, or a floor for the expense of repair or replacement of any property damaged in common areas used by those residents and their guests, unless the individual(s) responsible for the damage are identified.
16. A resident will be charged \$120 for the replacement of each lost or unreturned room key. All room doors will be rekeyed if a room key is lost or unreturned when a resident vacates campus housing. Temporary keys may be issued for a limited amount of time. The key replacement charges are non-refundable.
17. A resident may not install equipment, alter (including painting or putting nails in walls), or repair their room without prior permission from the Office of Residence Life and Housing.
18. For safety reasons, waterbeds are prohibited for use in the residence halls and a student may not stack their bed on top of cinderblocks. A student may not move any common area furniture into their individual room. Stationary furnishings in student rooms may not be removed or rearranged. Inappropriate use of room furnishings is prohibited. No furniture may be removed from student rooms.
19. No pets are allowed in the halls with the exception of small fish, no longer than 5 inches, kept in a tank no larger than 2 gallons.
20. Window unit air conditioners may not be installed or used in the residence halls unless approved and installed by the University. Use of refrigerators is subject to policies established by the University.
21. No heaters or cooking units with open-coils or open-flame cooking devices are allowed in the residence halls. Use of barbecue grills on hall balconies, ledges, the grounds, or in the halls is strictly prohibited. Candles and incense may not be burned in the residence halls under any circumstances. Candles must be de-wicked and unburned to be possessed. Additionally, all other fire safety restrictions noted in the South Carolina State University Residence Guide to Living and Student Handbook are considered a part of this contract.
22. Residents must comply with all student and staff requests to maintain noise levels that are conducive to sleeping, studying or other day-to-day activities. Stereo equipment is permitted; however, a resident's speaker volume must not break the plane (window, wall, doorway, etc.) of their room in which it is being played. The Office of Residence Life and Housing reserves the right to regulate the volume.
23. Forced or unauthorized entry into any residence hall or Students' room is prohibited. Breaking the vertical plane of a window, balcony, breezeway or similar structure is not permitted. This includes but is not limited to, antennas, satellite dishes, flags, signs, body parts, and apparel. Placing objects on outside ledges/window sills will constitute a violation of this policy. This applies to throwing or causing to fall, objects and liquids (including bodily fluids) from any residence hall. Failure to abide by this policy may result in immediate removal from Housing.
24. The possession and/or consumption of alcoholic beverages by students under the age of 21 is strictly prohibited. Students over the age of 21 may not possess or consume alcohol in the common area of a suite/apartment when his/her suitemates are under the age of 21.

25. The possession of any type of firearms, weapons, firecrackers, explosive agents, dangerous chemicals or devices or substances that may resemble these items is prohibited in the residence halls.
26. The possession, use, sale or distribution of illegal drugs in the residence halls or adjacent grounds is strictly prohibited. Violators will be immediately removed from Housing and may be arrested and/or suspended/expelled from the University.
27. Any student who selects a room in University Village will only be able to change rooms (during room change period) within University Village unless there are extenuating circumstances that warrant a move to another facility.

POLICIES REGARDING REFUNDS AND CANCELLATIONS

1. The room reservation fee is collected and applied to the room charges for a student at South Carolina State University.
2. All returning resident students must submit a \$150 Room Reservation Deposit to the Accounts Receivable (Cashier's) Office in order to be eligible to participate in the Room Lottery and Process.
3. The \$150 Room Reservation Fee is non-refundable and non-transferable.
4. A resident whose residence hall contract is terminated by The University for disciplinary/judicial reasons will forfeit all room and board charges for the remainder of the contract period.
5. A student who fails to claim their room assignment and key prior to the first official day of classes will thereby forfeit their reservation for the current semester. The student will not be eligible for any refund of room and board charges already applied to their account.
6. Contract termination will follow a weekly proration schedule concluding the first Monday in September. Contracts will not be prorated or terminated thereafter (this includes the Spring semester) unless a student graduates or properly withdraws from the university.
7. Students wishing to cancel their Housing Contract prior to the end of the contract period must submit a Cancellation Request Form to the Housing Office. Simply checking out of the residence hall and turning in your room key does not constitute a Housing Contract Cancellation.
8. Housing Contracts will only be cancelled for extenuating circumstances (in which cancellation fees may be applied) or if the student is no longer enrolled at the University.

9. HOUSING CONTRACT CANCELLATION FEES

In addition to forfeiting their Room Reservation Fee, students who request to cancel their Housing Contract may be subject to the following Cancellation Fees based on the following dates:

- April 15th – April 30th: \$50 Cancellation Fee
- May 1st – May 15th: \$100 Cancellation Fee
- May 16th – May 31st: \$150 Cancellation Fee
- June 1st – June 15th: \$200 Cancellation Fee
- June 16th – June 30th: \$250 Cancellation Fee
- July 1st – July 15th: \$300 Cancellation Fee
- July 15th – July 31st: \$350 Cancellation Fee
- August 1st – August 7th: \$400 Cancellation Fee
- August 8th – August 14th: 25% of Fall Housing Fees
- August 15th – August 21st: 50% of Fall Housing Fees
- August 22nd – August 27th: 75% of Fall Housing Fees
- August 28th – December 11th: 100% of Fall Housing Fees

Resident Signature: _____

Student ID #: _____ Date: _____

Housing Staff Signature: _____

Revised: 3/26/2010