

Luther College: 2011-2012 Housing and Dining Contract

The purpose of this document is to establish the terms and conditions of living in Luther College residence halls and participating in the meal plan on campus. **This contract is incorporated in and is legally-binding as part of the Luther College Student Handbook and Luther College Catalog.**

1. Occupancy Guidelines: Luther College is a residential college. All full-time students are required to live in college-owned housing during their entire stay at Luther College unless married, of non-traditional age (23 years or older), or commuting from their legal guardians' homes. Off-campus housing is permitted for students only when there is a shortage of rooms in residence halls. Students must petition, in writing, to request permission to live off campus.

2. Terms of Occupancy: This contract is for the entire academic year, exclusive of officially stated College vacation periods, with a beginning date of August 28, 2011, and ending date of May 17, 2012. Housing prior to or following this contracted period must be approved by the Residence Life Office. Any violation of College policy beyond the contracted period may result in immediate loss of housing privileges. This contract shall automatically terminate simultaneously with the termination of the enrollment of the resident as a student at Luther College.

3. Room Rates: The rent for rooms shall be for the length of this contract payable according to the provisions as outlined in the current Luther College Catalog. Standard single-occupancy room rates are \$3,860.00, double-occupancy rates are \$3,000.00, and triple/quadruple-occupancy rates are \$2,780.00. Baker Village/Prairie House single rates are \$4,180.00 and double/triple room rates are \$3,580.00. Apartment rates are \$2,780.00 without a kitchen and 3,580.00 with a kitchen. Norby House single rates are \$4,030.00, double rates \$3,290.00, and triple rates are \$3,080.00. Sustainability House rate for doubles/triples/quads are \$3,580.00. Those who must leave the residence halls as a result of withdrawal or marriage are subject to a prorated refund according to the Luther College Catalog. If Luther College requests a student's withdrawal because of unsatisfactory academic progress, the resident receives a refund as determined by the College administration. If the resident's housing contract is terminated as a result of conduct violations, the student will forfeit any housing fees for the remainder of the semester in which the housing contract was terminated. Financial transactions are conducted through the Office for Financial Services in conjunction with the Student Life and/or Residence Life offices.

4. Board Rate: Students who reside on campus are required to participate in the College board plan. The board rate shall be \$3,070.00. Students in the Baker Village, Prairie Houses, and Sustainability House are not required to be on a board plan.

5. College Policies: It is the student's responsibility to become familiar with College regulations, including but not limited to those in this Housing and Dining Contract, The Student Handbook, The Luther College Catalog, as well as other published rules, policies, and procedures of the College, and all city, state, and federal laws. Students agree to abide by all such rules and regulations.

6. Administrative Hearings: Students who violate College policies in the residence halls are subject to an administrative hearing (including any appeal) by a member of the Residence Life Office or Student Life Office. Sanctions may include: (a) Residence Hall Probation (can disqualify a student from drawing for a room in the Baker Village/College

Apartments for the next academic year) indicating that further violations of College policies may result in more severe disciplinary action; and/or (b) Loss of Room Draw Privileges for a specified period of time; and/or (c) see #8.

7. Room Selection and Vacancies: Because the College normally anticipates 100% occupancy in the residence halls, a resident student contracts for space in the residence halls but not for a specific room or roommate assignment. The College reserves the right to make room assignments and reassign students as necessary.

8. Reassignment/Termination of Contract: The College reserves the right to reassign students to other campus housing, or to deny or revoke on-campus housing to any student(s) whose actions are detrimental to the welfare of the residence hall or campus community. With the exception of potentially harmful situations, students shall be notified in writing of the termination of this housing contract no less than 48 hours prior to the termination. In the event that the resident has not vacated the room at the time provided for in the notice of termination, the resident consents that representatives of the College may remove his/her belongings from the room.

9. Check-in Provisions: Residents must properly check into their residence hall rooms, including signing the Room Condition Report which indicates the condition of the room and furnishings. It is the resident's responsibility to sign the contract, complete the Room Condition Report, and return them to a residence life staff member. Students who do not follow the established check-in procedures may be assessed an improper check-in fee of \$100.

10. Check-out Provisions: Residents are expected to return their rooms to the College in a good and clean condition. Students assigned to the room for the year will be held responsible for all damages and losses beyond normal wear that are not individually assigned, regardless of the cost of replacement, and for charges where extra cleaning is necessary. Any damages found after checkout and before a new resident moves in will also be charged to the student's account. Students who do not follow the established check-out procedures may be assessed an improper check-out fee of \$100 against the student deposit.

11. Keys: At check-in, each resident will receive one room key. Throughout the year this key will be the responsibility of the student. Lost or stolen keys should be reported immediately to the Residence Life Office to ensure the safety of the student and his/her belongings. The student will be charged \$25 for a lost/stolen key.

12. Access Keys: At check-in, each student will receive one residence hall access key/card. The access key/card will permit the student to enter their residence hall between the hours of 10:00 p.m. and 8:00 a.m. when the outside entrances are locked. The student will be charged \$25 for a lost/stolen access key.

13. Damages: Students will be charged for damage to or loss of furniture or equipment in rooms, clusters, and common areas. If individual responsibility for loss, damage, vandalism, excessive cleaning,

or tampering with fire safety equipment cannot be determined, charges may be assessed equally to hall/floor residents.

14. Room Changes: Room changes are permitted for students after October 1, 2011 if and when roommates are having adjustment problems and for other special circumstances. Prior to a room change being approved, students are expected to have made a good faith effort toward resolving the roommate situation. This includes discussing the situation with the RA or Hall Manager/Hall Director, and completing a roommate conference if requested. Four basic criteria must be met for a change to occur: (a) student(s) involved have attempted to resolve roommate situation, (b) vacant space is available, (c) students affected have consented to the change, (d) the Residence Life Office has approved the change.

15. Room Furnishings: Each room is furnished with a bed, mattress, desk, desk chair, and clothing storage space for each resident. Each room is equipped with one telephone and one cable/computer outlet. Prior to the arrival of students, residence hall staff members thoroughly check each room to ensure that the items listed above are present and the condition of the room is satisfactory. Please note any missing items on the room condition report. Any College property not a part of the original room that is found in a resident's room may be removed without recourse to search procedures. Residents will be charged \$25 for each piece of College property found in the room.

16. Personalizing Your Room: We encourage students to decorate and personalize their rooms. Lofts/bunks may be built in Dieseth Hall only. Students who construct lofts are solely responsible for any and all damages and personal injury resulting from construction or use. Students may not use power tools in the residence halls while constructing lofts. Students also assume responsibility for storing lofts. All college-provided furniture must stay in the residence hall rooms.

17. Care of Facilities: Students are expected to maintain their rooms and common living areas in a clean and orderly condition. Students may not obstruct any of the walkways, hallways, or surrounding premises. Students may not make alterations to the facilities. This includes, but is not limited to, adding or changing locks; removing window screens; altering or tampering with heating units or light fixtures; installing air conditioning units; installing or splicing radio or television antenna; adding or changing electrical, cable TV, or telephone wiring; driving nails or screws into walls, floors, or partitions, or using adhesives that may cause damage to surfaces; varnishing, painting, wallpapering, or applying contact paper. Room inspections may occur at any time throughout the academic year or during an official college break period.

18. Prohibited Possessions: The following items are prohibited in student rooms for safety reasons: 1) candles, incense, smoking and drug paraphernalia 2) flammable substances, 3) motorized vehicles such as motorcycles and mopeds, 4) live trees and other live holiday greenery, 5) fireworks and other explosives, 6) firearms (including pellet guns), ammunition, bows and arrows, slingshots, large knives, dangerous martial arts equipment, and other potentially hazardous items, 7) heated blankets and 8) extension cords, wireless routers, splitters and other electrical appliances as noted in #19.

19. Appliances: It is necessary to limit the usage of certain electrical appliances in student rooms for fire safety reasons. Appliances with exposed heating coils are not allowed. This includes, but is not limited to, desktop burners, toasters, and toaster ovens. Microwave ovens are located in each residence hall; microwaves are not allowed in student

rooms. The following appliances are allowed: popcorn poppers, coffee makers, hot pots, and refrigerators that are less than 3.2 cubic feet in capacity. Only one refrigerator per every three residents in a room. All appliances must be U.L. listed. Halogen torchiere lamps and spider lamps are strictly prohibited.

20. Pets: Animals present a definite health concern to residence hall living because of disease and allergies and potential damage to the buildings in the form of stains and odor. Pets, with the exception of fish, are not permitted in college housing. Residents will be fined \$50 per pet policy violation.

21. Alcohol: The use or possession of alcoholic beverages on campus is strictly regulated (please refer to the Luther College *Student Handbook*). Students are not allowed to have kegs of beer, kegs having contained beer, or quantities of alcohol in excess of the guidelines set forth for personal consumption in the *Luther College Student Handbook*. Such alcohol and containers will be confiscated and disposed of by a member of the Luther College staff and all deposits/refunds will be forfeited.

22. Smoking: Smoking is not permitted anywhere on campus.

23. Personal Property: Luther College does NOT carry insurance on personal property of students and is not responsible for loss of or damage to such property, including property stored in lockers, store rooms, student rooms, or any storage spaces. Students use these spaces at their own risk. The College will not be held responsible for any property of students left in or delivered to the residence halls. It is strongly encouraged that students check their family insurance for coverage and, if necessary, purchase personal property insurance from a reliable private company.

24. Liability: Resident students shall hold the College harmless for any loss or damage which the resident may suffer by reason of strike or other disturbance or act of God or nature affecting the College, the building, or any other resident; from theft or burglary in or about the building; from interruptions in any service for any cause; from fire, water, rain, snow, steam, gas or odors; from any injury to any person or damage to any property not caused by College negligence.

25. Room Entry/Search: The College reserves the right to enter and search student rooms in order to inspect, make repairs, changes, or improvements, enforce College policies, state, and federal laws.

26. Recycling and Trash Disposal: Residents are responsible for properly disposing of their own trash. Recycling is a community effort and each resident has a role to play in the recycling process.

The resident agrees to abide by the stipulations of this contract, as well as the policies and procedures as stated in the Luther College Student Handbook, Luther College Catalog, and other publications.

(Resident's Name -- PLEASE PRINT)

(Resident's Signature)

(Building and Room)

(Date)