

ST. NORBERT COLLEGE HOUSING CONTRACT

TERMS AND CONDITIONS: 2009-10 ACADEMIC YEAR

This document and those referred to within it constitute the St. Norbert College contract for student housing. The housing services described are being offered under the terms and conditions stated herein. Nothing in this contract constitutes a landlord tenant relationship as described in Chapter 704, Wisconsin Statutes.

This contract will become legally binding on both parties if the signed Contract Acceptance is submitted to the Department of Residential Education and Housing.

1. ELIGIBILITY—You must be an enrolled student at St. Norbert College or be enrolled in the E.S.L. Institute. The Department of Residential Education and Housing reserves the right to terminate your contract if you are registered for, or your credit load is reduced to four credits or less unless continued residency is determined warranted by the Assistant Dean for Campus Life.

2. CONTRACT TERM— This contract is for the academic year and cannot be terminated except under the conditions stated under Item 9, TERMINATION OF CONTRACT, and Item 15, VACATING. Occupancy periods for residence halls will be limited from August 28, 2009, to building closing time on December 19, 2009, and from January 22, 2010, to building closing time on May 16, 2010; winter break housing from December 20, 2009 – January 21, 2010 is optional for an additional fee. For new residents, the spring semester begins Friday, January 22, 2010. New students may move into their hall August 27, 2009. Occupancy period for the townhouses, apartments and College houses is from August 28, 2009 through Tuesday, May 18, 2010.

If entered into after August 27, 2009, this contract applies only to the balance of Academic Year 2009–10. If the dates of the academic year are revised by the College, the revised dates will apply and will not change the financial obligations of this contract.

3. COLLEGE AGREES—The Department of Residential Education and Housing agrees to furnish housing in the residential units under the terms and conditions stated herein and in the 2009-10 student handbook, “The Citizen, A Student Guide to the St. Norbert College Community” which is by reference made a part of this contract.

4. RESIDENT AGREES—You agree to make payment of all housing fees established by St. Norbert College according to the 2009–10 payment schedule; to observe all rules and regulations of the Department of Residential Education and Housing and the College, which are by reference made a part of this contract; and to honor the terms and conditions stated in this contract.

5. RATES—The rates for the 2009-2010 academic year are posted on the Finance Office Web site at:
<http://www.snc.edu/financedepartment/students/costs.html>

6. PAYMENT—Payment will be made in accordance with the Finance Department payment policy.

7. ASSIGNMENT POLICY—The Department of Residential Education and Housing will not discriminate in assignment to College Housing on the basis of race, color, sex, sexual orientation, religion, disability, national origin, or ancestry. New students who submit housing applications will be assigned housing based on the date the enrollment deposit of \$350.00 was received by the College. The deposit is not refundable. \$100.00 is held as a security deposit until graduation or separation from the College. Most students are assigned to double rooms and share same-gender bathroom facilities located on each residence hall floor. Failure to honor assignment preferences will not void the contract. If you receive a temporary housing room assignment, you may not later request termination of your contract for that reason and you must accept a permanent assignment when offered.

The Department of Residential Education and Housing reserves the right to change room or hall assignments, to assign roommates, or to consolidate vacancies by requiring you to move from single occupancy of a double room to double occupancy of a double room in the same hall.

To reside in College Housing, Wisconsin law [SS36.25(46)] requires students assigned to housing units to affirm whether they have received vaccination against meningococcal disease and hepatitis B, and to provide the dates of vaccination if any.

To reside in College Housing, you must be able to perform your own independent tasks or have an attendant to assist you.

Smoking is not permitted anywhere in College Housing including student rooms and public areas such as lounges, hallways, and bathrooms. Smoking is also prohibited outside within 25 feet of any College building, including College Housing.

Although all residents are prohibited from using illegal drugs, and residents under 21 years of age are prohibited from using alcohol, if you request or are assigned to a substance-free housing unit, you or your guests have made a commitment to refrain from using tobacco products (cigarettes, cigars, pipes, and chewing tobacco), illegal drugs and/or alcohol in the housing unit and from being under the influence of alcohol and illegal substances while on the floor.

The Department of Residential Education and Housing reserves the right to temporarily assign additional residents above the design capacity of designated rooms until permanent space becomes available.

8. ROOM CHANGES—You may change rooms only with prior written authorization from the Hall Director responsible for your Residence Hall or upper-class housing unit. Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to your authorized assignment, a service charge of \$50, and/or disciplinary action.

9. TERMINATION OF CONTRACT

A. Mandatory Termination—Termination of this contract is mandatory if you lose eligibility as defined in this contract under Item 1, ELIGIBILITY.

B. You may apply to the Department of Residential Education and Housing for a release from your contractual obligation, however, REH retains the right to grant or deny any release. A request for a contract release must be in writing to the REH. See Item 10, RELEASE AND FORFEITURE POLICIES.

10. RELEASE AND FORFEITURE POLICIES

This contract is binding for the entire academic year. Releases will not be granted at semester. Participation in the study abroad program is the only exception.

11. CONTRACT ASSIGNMENT—This contract cannot be assigned by you to another person. You may not sublet any part of the premises.

12. LIABILITY—St. Norbert College has no legal obligation, nor any ability to provide reimbursement for your personal property resulting from loss, theft, water damage, vandalism, or any other perils. You are encouraged to carry personal property insurance.

13. DAMAGES AND COSTS—You agree to pay for any damages to the building, including fire damage, and for damaged or missing furniture, lost property, or service costs caused by you because of your negligent actions or intentions. Where two or more residents occupy the same room and responsibility for damage or loss in the room cannot be reasonably ascertained by Residential Education and Housing, the cost of damage or loss will be divided and assessed equally between or among the residents of the room. A room condition report must be completed by each resident of the housing unit before the second day of occupancy and turned into a Residential Education and Housing staff member. If a room condition report is not turned in or signed, the resident does not have the option of questioning a charge for damages, since it shall be assumed that the condition of the room was satisfactory upon arrival. Residential Education and Housing reserves the right to assess common area damage between residents of the hall, apartment, townhouse or College house.

14. VACATION PERIODS— Students may not occupy their residence hall rooms later than 24 hours after their last final each semester. All residence halls will be closed beginning at noon on December 19, 2009 through January 22, 2010, and all services normally provided will be discontinued. Residents who opt for winter break housing and pay an additional fee in advance may reside in their residence hall from December 19, 2009 until the hall opens again for the spring semester. All halls remain open during long-weekend, Thanksgiving and spring breaks.

15. VACATING—You will vacate the premises within 24 hours after termination of this contract, discontinuance as a student, or your last final each semester. If you are graduating from the College, you may remain in your room until Commencement Day. Under no circumstances may you remain in your room later than building closing time on the last day of the contract term.

16. CHECK-IN AND CHECK-OUT—Upon moving into your assigned room, you should complete a Room Condition Report, which will be an accurate and complete record of the contents and condition of your room. When vacating the room, you must check out with a REH staff member, by returning your room key. The Check-Out Record, Room Condition Report Record, plus a room inspection by your REH staff member, will serve as the basis for check-out charges.

You agree to follow the proper check-out procedures when vacating the premises, which include returning your keys to an REH staff member, removing personally owned or rented furniture and equipment, waste and debris, and leaving the room in an acceptable, clean condition. Should extra cleaning by College personnel be required because of poor housekeeping by you and/or abandoned property require storage until disposal, a service charge will be made. You agree to return all furniture to its original layout before you move out.

17. ROOM ENTRY—Authorized personnel may enter your room for serious life- or health-threatening emergencies at any time including over break periods. Authorized personnel may enter your room to perform requested, preventive, prescheduled, or emergency maintenance, or, in the absence of occupants of the room, to silence a disruptive noise. When possible, advance notice of room entry will be given. REH or other College staff members are required to report any violations of the terms of this contract they may observe when in your room.

Room inspections will be limited to times when you have given your permission or when staff have reasonable evidence to believe a search is necessary to resolve a serious life- or health-threatening situation.

Property can be seized and removed from your room when it constitutes an imminent danger, when it is College owned property, or when staff has evidence that an unauthorized pet is in the room.

18. RULES AND REGULATIONS

A. The following are requirements of state law or are College or Department of Residential Education and Housing regulations designed to maintain an appropriate physical and community environment for the mutual benefit of all residents. Violation of these rules and regulations will likely result in disciplinary action. All residents must comply with disciplinary sanctions issued through disciplinary hearings and meetings. Rules and regulations are explained in more depth in the “Citizen: A Student Guide to the St. Norbert College Community”.

(1) Safety and Security

- (a) You are required to comply with safety and security procedures in residential units. Specifically, you may not tamper with security cameras, locked doors, admit unauthorized people into the residence halls, allow guests to be unescorted, lend or give your room key to anyone else, or have a duplicate key made, interfere with fire fighters and/or equipment designed to prevent, detect, and fight fires. Residents may not tamper with student room smoke detectors. Doors meant to be locked and/or closed must not be propped open.
- (b) Student ID cards may not be altered or used as false identification to impersonate another student. Residents must be able to produce appropriate identification when asked by a staff member.
- (c) Parking of bicycles or motor vehicles except where authorized is prohibited. Bicycles and motor vehicles found in unauthorized areas may be removed. All bicycles must be removed for the winter months. Residence Hall rooms are considered unauthorized areas for motor vehicles. Bicycle storage is allowed in student rooms if the roommate agrees. Parking or driving on grass is prohibited.
- (d) Fireworks, firearms, weapons, chemicals such as but not limited to nitrous oxide, liquid nitrogen, turpentine, dry cleaning fluid, lighter fluid, gasoline, and other flammable chemicals that might create a hazard are prohibited.
- (e) Candles and incense are prohibited.
- (f) Individuals cannot be present in bathrooms intended for the opposite sex.
- (g) Building evacuation is required when the fire alarm is sounding.
- (h) Tampering with electrical wires or outlets is prohibited. Rewiring any electrical source is prohibited.
- (i) No ceiling fans may be installed in student rooms.
- (j) The use of roller blades, roller skates, or skateboards is not allowed in, around, or adjacent to any College building, including residence Halls.
- (k) Residents are required to use assigned sleeping spaces and/or bedrooms. College House basements and Townhouse storage rooms cannot be used as bedrooms and/or sleeping spaces.
- (l) Grilling needs to be done at least ten feet from the building. Using grills on balconies and porches is prohibited.
- (m) College house residents are required to keep personal items away from the furnace, water meters, electrical panels and washers/dryers.

(2) Room Decoration and Care

- (a) You are responsible for removing waste materials in accordance with recycling procedures, cleaning your room, and maintaining sanitation and safety conditions acceptable to the Division. Room arrangements and decorations which violate State Fire Code and/or pose a potential danger to yourself and others will not be permitted. Furniture attached to the floor or to walls may not be moved and furnishings in common areas may not be removed. Residents may not drill holes in or disassemble any furniture.
- (b) Food preparation in an extensive and/or ongoing manner is not permitted in resident rooms. Microwaves (no more than one per room; 600–700 watts recommended), popcorn poppers, electric coffeepots, and other appliances without an exposed heating element are permitted if used safely.
- (c) Appliances with open coils or exposed heating elements are prohibited. These include but are not limited to: convection ovens, toasters, toaster ovens, hot plates, electric frying pans, George Foreman grills, cup type immersion heating coils, space heaters, pizza ovens and other appliances with open coils or exposed heating elements, gas/propane powered appliances and charcoal cooking appliances. Stand-alone freezers, full-sized refrigerators and resident-provided air conditioners are also prohibited. Rooms have limited space.
- (d) The only pets permitted are fish in a 20 gallon or smaller tank.
- (e) Windows and window screens may not be removed. Hanging items such as bird feeders outside your window is prohibited. Climbing out of a window onto the roof or window ledge is prohibited. Exiting your room via the window is prohibited except in a life threatening situation.
- (f) You may not bring or build your own loft.
- (g) College provided room furnishings may not be removed from the room and stored elsewhere.
- (h) The loft should not impede egress from the room.
- (i) Furniture must be placed in a manner that allows the room door to open without obstruction.
- (j) Radio and/or TV antennas may not be attached outside of windows.
- (k) Weight lifting equipment other than hand weights used for jogging or aerobics is prohibited.
- (l) Changes may not be made to the walls, ceiling, or floor. The level of the floor may not be raised. Partial or full walls cannot be built or doors installed. Wall coverings such as paneling or wallpaper may not be added. Items may not be affixed to or hung from the ceiling, including but not limited to: fishnet, flags, posters, clothesline, and ceiling fans. Decorating on the exterior of the building is prohibited.
- (m) Waterbeds are prohibited.
- (n) College House residents are expected to keep their yards free from garbage. Stuffed furniture cannot be placed on porches or the lawn.
- (o) Live wreaths and trees are not permitted.
- (p) Only poster putty and hanging strips can be used for decorating.

(q) Residents may not paint resident rooms.

(r) Room doors must be able to open freely and without obstruction. Personal property on the outside of the room door must be attached to the door only, and not expand to the door frame or walls. No electrical lights may be hung on doors or door frames. Harassing or demeaning materials on the outside of your room door are prohibited.

(s) **Signs and/or posters for common areas can only be placed on bulletin boards, unless approved by REH staff.**

(3) Guests

(a) You are responsible for, and will be held accountable for, the behavior of your guests and visitors. A guest is defined as: any person who does not live in the hall whom you bring or let into the hall; any person who comes to visit you once you become aware of his/her presence; or any person who is in your room who does not live in your hall.

(b) Guests may not stay more than 3 consecutive nights in any hall.

(c) Guests are permitted only with the roommate's consent. No more than 3 people (residents or guests) in a double room and 2 people (residents or guests) in a single room may be sleeping at any given time. If you have a different room type, check with your Hall Director for the maximum number of people who may sleep in your room.

(d) Overnight guests are not allowed during final exam periods.

(e) One overnight guest per night is generally allowed during break periods except during the optional winter break housing period from December 20 – January 21, 2010.

(f) Guests and visitors may not be in possession of resident room keys, or I.D Cards. Guests and visitors must be escorted whenever they are outside of a host's room and must use bathroom facilities designated for use by their own sex. Guests are permitted regardless of the time of day, provided they are properly escorted and other policies relating to guests are followed.

(g) Guests are not permitted if they are under the influence of alcohol or other drugs.

(h) Due to the increased number of guests during certain time periods, halls may require guests of residents to be registered with Housing staff.

(4) Substance Use

(a) All state laws and the published College Housing and College policies pertaining to alcohol use will apply. All residents in possession of alcohol should have age-bearing and picture identification at all times.

1. Student rooms where both residents are under the legal drinking age of 21 must be alcohol free at all times. Guests who are of legal drinking age may not consume alcohol in these rooms.

2. Empty alcoholic beverage containers are not allowed in your room if you are under the age of 21.

3. No person under the age of 21 may store, possess, or consume alcoholic beverages in the College Residential Units or host a party where alcohol is present.

4. Alcoholic beverages may only be consumed by residents who are at least 21 years of age in their room or by their guests who must also be at least 21 years of age.

5. If you are 21 or older, but your roommate is underage, alcohol may not be possessed or consumed in your room and empty alcoholic beverage containers are not permitted in your room.

6. No person may provide alcohol to anyone under 21 years of age.

7. Any person in possession of alcohol can be expected to be asked for identification.

8. Alcoholic beverages or empty alcoholic beverage containers are not allowed in common areas.

9. Common sources of alcohol are not permitted and can result in dismissal from College Residence Halls on the first offense. Common sources of alcohol are all containers (kegs, barrels, mixes in large containers, bowls, etc) where the alcohol is intended to be served to multiple people.

10. In addition to the above policies, student rooms in the designated substance-free housing must be alcohol free at all times.

11. Alcoholic beverages may not be brewed or distilled in residence hall facilities.

12. Residents under the influence of alcohol or other drugs, regardless of age, will not be allowed to participate in College Housing sponsored programs.

13. Alcoholic beverages may not be consumed by residents and their guests at College Housing sponsored events.

14. If your guests are under the influence of alcohol or other drugs, they will be asked to leave the premises.

15. Alcohol may not be consumed on grounds adjacent to the College Residence Halls.

16. Students who are transported to the hospital or detox can expect to have their parents/guardian contacted.

17. If 75% of residents of a Townhouse, College House or apartment unit are of legal drinking age, the unit may host a party upon approval of Residential Education and Housing.

(b) The possession, use, or intent to deliver narcotics, dangerous drugs, or marijuana is prohibited. The possession, use or intent to deliver narcotics or drugs at a College Housing function or on grounds adjacent to the residence halls is prohibited. The possession of paraphernalia that is specific and unique to illegal drug use is prohibited. The misuse of prescription medication, including but not limited to sales and distribution is prohibited. The misuse of over-the-counter medication is also prohibited.

(c) Smoking is not permitted anywhere in Residential areas including student rooms and public areas such as dens, hallways, and bathrooms. Smoking is also prohibited outside within 25 feet of any College Residence Hall and/or dining facility.

(5) **Use of Information Technology.** You are required to comply with College policies for appropriate and fair use computing and information technology resources of the Computing and Networking Appropriate Use Policy.

(6) **Sales and Solicitation.** All College individuals representing campus recognized groups, clubs or causes wishing to conduct sales or solicitation in residence halls, apartment buildings, townhouses or the Carriage House or College houses must be approved at least 24 hours in advance, by the appropriate Hall Director or Intern in each area. These permits are necessary for any and all sales, including food, merchandise, or solicited funds. Sales held in residence hall lobbies, or upper class areas must be approved by the Hall Director or Intern. Door to door sales are not permitted. Sales permits and specific guidelines are available from the Hall Director of each hall.

(7) **Community Atmosphere.** Disruptive, dangerous, excessively noisy behavior, or behavior which intimidates, or hazes other people, or interferes with the quiet enjoyment of the premises by residents is prohibited. You may be required to remove stereos or musical instruments from your room. Playing musical instruments such as but not limited to amplified musical instruments (including electric guitars and keyboards), drums, and brass instruments, is not allowed in resident rooms. During established quiet hours, it is expected that noise from you and/or your room should not be enough to disrupt residents of the community, including rooms on floors above and below. Yelling and/or playing music out of windows is prohibited.

<p>(a) Sleeping is not permitted in common area space.</p> <p>(b) Residents are required to abide by community decisions regarding use of common area space.</p> <p>(c) Hallways, lobbies, and lounges must not be used for storage of belongings for any length of time, even on a temporary basis.</p> <p>(d) Housing-provided furniture in study lounges, recreation rooms and lounges must not be removed.</p> <p>(e) Playing sports in common areas inside and/or using any type of bat, ball, stick, or other object is not allowed.</p> <p>(8) Video/cell phones and other electronic devices. Residents may not take images of a person without his/her permission within the residence halls. Transmission of such images electronically also requires permission from the person.</p> <p>(9) Gambling. State laws regarding gambling will be enforced. The exchange of money in gambling ventures is prohibited, including but not limited to penny poker, games of chance, betting on sports, and online gambling from the residence halls.</p> <p>(10) Vandalism. You may not damage, deface, and/or destroy College property or property belonging to another resident or guest either deliberately or through negligence.</p> <p>B. Residents who engage in the behaviors listed below will be subjected to serious disciplinary action on a first offense, could include suspension or expulsion from the College.</p> <p>(1) Throwing or dropping objects out of windows. Violations of this rule include, but are not limited to, throwing objects such as water balloons, cans, or firecrackers out of windows.</p> <p>(2) Possessing and/or hosting a party in which a keg, barrel, or common source of alcohol is present.</p> <p>(3) Possessing, using or intending to deliver narcotics or dangerous drugs including the delivery of marijuana. The use or possession of controlled substances as defined in Chapter 961 Wis. Stats. is prohibited on all College property.</p>	<p>(4) Tampering with fire equipment (such as but not limited to alarms, sprinkler systems, extinguishers, common area smoke detectors, and pull station covers) and exit signs. Violations of this rule include, but are not limited to, removing the fire extinguisher from its prescribed location, fully or partially discharging a fire extinguisher for any purpose other than putting out a fire, setting off false fire alarms, breaking the glass covering pull stations, tampering with common area smoke/heat detectors and room sprinkler systems, and tampering with exit signs. Nothing may be hung from the room sprinkler system.</p> <p>(5) Setting fires. Violations of this rule include setting fire to items on a room door or bulletin board or any other flammable material in the halls, and fires caused by a lit candle or cigarette.</p> <p>(6) Assault/battery against another individual. Violations of this rule include, but are not limited to, threatening another person with physical harm verbally or physically, or touching another person, with or without a weapon, in a manner that is aggressive and threatening.</p> <p>(7) Interfering with a staff member engaged in the performance of his/her duties; interference includes, but is not limited to: verbal abuse, physical intimidation or use of physical force, and the display of demeaning or humiliating visual materials.</p> <p>(8) Interfering with the security system, tampering with locks in student rooms and other areas, tampering with elevators, altering, loaning, or duplicating College keys, and tampering with security cameras. Violations of this rule include, but are not limited to, jamming a door shut or tying doors shut; taping open locks on doors; duplicating your room key to give a copy to a friend or any other person; tampering with control panels on an elevator or dumping water in the elevator; forcing doors open or preventing them from opening.</p> <p>(9) Shooting off firecrackers and/or fireworks. Violations of this rule include, but are not limited to, discharging or in any way attempting to discharge types of manufactured or homemade fireworks including cannons or bottle rockets in, out of, or adjacent to a residential unit. The size of the firecracker is irrelevant.</p> <p>(10) Possessing and/or using firearms (guns — including pellet guns, BB guns, airsoft BB guns), bows and arrows, ninja stars, or any other dangerous weapons. Individuals may not display or portray as real any object that resembles a weapon.</p> <p>(11) Inappropriate use of pepper spray/mace.</p> <p>(12) Hacking or attempting to disrupt computer networks at the College.</p>	<p>(13) Theft from roommate or community property. Tampering with washing machines, and/or vending machines in order to avoid paying is prohibited. The removal of personal property belonging to your roommate or another community member without consent is prohibited and will be treated as theft.</p> <p>(14) Harassment is prohibited. Harassment is defined as verbal threats, intimidation, or conduct which tend to cause or incite a breach of the peace; or are severe or pervasive enough to substantially interfere with a reasonable student's educational performance, opportunities or benefits, or mental, emotional or physical well-being and which actually do so interfere. The presentation of any idea, regardless of the idea's nature or perceived value, may not be considered harassment unless it is accompanied with verbal threats, intimidation, or conduct as previously defined.</p> <p>(15) Vomiting, urinating, or defecating in public areas outside of the bathrooms is a health hazard and is prohibited.</p> <p>C. Changes in the rules and regulations may be made by REH during the term of this contract by placing notices on hall bulletin boards one week before the changes become effective. If the health or safety of persons using the facilities may be adversely affected by the delay, implementation may be immediate.</p> <p>19. DISCIPLINARY ACTION—If you are involved in disciplinary action for a violation of the rules and regulations that could cause a room change or dismissal from the College, you will be accorded the following:</p> <ol style="list-style-type: none"> A written notice of the allegations against you. Sufficient time to prepare a response to the allegations. A hearing. An opportunity to appeal to higher administrative authority. <p>20. PERSONAL PROPERTY—Residents are responsible for removing all personal property from College Housing when they move out. The College has the right, without liability, to dispose of all personal property left or abandoned on the premises 30 days after the expiration or termination of the current contract. During such 30-day period, the College, the Department of Residential Education and Housing and its staff members, will not be responsible for loss, damage, or theft of the property.</p> <p>21. CONTRACT CHANGES—Changes may not be made in the terms and conditions of this contract without the agreement and written permission of the Assistant Dean for Campus Life or designee.</p> <p>22. FACILITY REPAIRS/IMPROVEMENTS—The College reserves the right to make repairs or improvements to the facilities and residents' rooms during occupancy periods.</p> <p>23. MEAL PLAN - Residents living in Bergstrom, Burke, Madelaine/Lorraine, MMM, Michels, Sensenbrenner and VMC are required to obtain a meal plan as designated by their class standing.</p>
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Student Name (please print)

Student ID number

Upon signing this contract, I hereby agree to comply with all College/hall rules and regulations and understand that I am responsible for all information stated in this Housing Contract and the St. Norbert College Citizen. Further, I understand that this contract is binding for the entire academic year and that I am responsible for the payment of all fees generated by the issuance of this contract. I have read and understand the above stated requirements as set forth by St. Norbert College.

X

Student Signature

Date

Fall Semester Assignment _____

Spring Semester Assignment _____