

2020-2021 Residential Education and Living Agreement Office of Residential Education and Living New London, CT 06320-4196

This Residential Education and Living Agreement (this "Agreement") sets forth the terms and conditions for Connecticut College's (the "College") granting of a limited and revocable license for use of a room (the "SPACE") in a residential house on the College campus for a full-time, enrolled student. This agreement reserves a SPACE and not a specific room. The student identified below (the "Student") agrees to all of the terms and conditions of this Agreement by signing below.

General Terms and Conditions:

- 1. The College is a residential college. All students are required to live on-campus unless they (i) commute from a permanent address within a 50-mile radius, (ii) receive written permission from the College to be released from the on-campus housing requirement, or (iii) are notified that the College has transitioned to remote-only teaching and learning for a period of time.
- 2. Occupants of residence hall rooms must be full-time College students. Occupants must vacate the premises within 48 hours upon the termination of their student status.
- 3. Any unauthorized use of College issued keys, accommodation of unauthorized guests or sharing of food service privileges is prohibited.
- 4. This Agreement is in effect for the full academic year unless sooner terminated by the College. The College reserves the right to terminate the Agreement at its discretion due to public health concerns, including without limitation COVID-19. In the event the College terminates the Agreement due to public health concerns, the College will offer credits for housing costs as appropriate and based on information available at that time
- 5. Failure to pick up a key does not release the Student from or otherwise affect the terms and conditions of this Agreement or any of the Student's obligations or agreements hereunder.
- 6. Housing on campus will be limited during the winter break and spring break plans for the College are to be determined. Students must vacate their rooms unless they have requested and received written permission from the College to stay on campus.
- 7. The College reserves the right to assign and/or reassign the Student to a SPACE of the College's choosing, which may or may not be in the residence hall(s) preferred by the Student at any time for any reason, including without limitation health or safety reasons or in order to make the most efficient use of its residential space.
- 8. The Office of Residential Education and Living reserves the right to require residents, including the Student, without roommates to consolidate space by moving.
- 9. The Office of Residential Education and Living reserves the right to relocate any student, including the Student, if their behavior is disruptive to the residential community. This also includes the right to pursue any appropriate sanctions for violations of this Agreement and/or the Student Handbook, pursuant to the conduct code process.
- 10. The College reserves the right to enter all student rooms, including the SPACE, in order to assess and repair the physical facilities, and to maintain appropriate health and safety standards as stated in the Student Handbook.

- 11. The College assumes no responsibility for loss of or damage to a resident's personal property and recommends that students purchase a renter's insurance policy.
- 12. Room/SPACE changes may not be made during the first two weeks of any semester. The Student may change rooms/SPACES only after obtaining specific written authorization from the Office of Residential Education and Living.
- 13. Reservations for student housing not claimed by 5 p.m. on the first day of class each semester may be terminated by the College unless the student has notified the Office of Residential Education and Living of delayed arrival.
- 14. Failure of the Student or their guest(s) to comply with the requirements of this Agreement, residence hall regulations and policies may result in disciplinary action as outlined in the Student Handbook.
- 15. The Student is required to obey all applicable laws and College regulations, and to respect the rights, privileges, and property of other members of the College community and visitors to the College's campus and property. The Student is further required to refrain from any actions that interfere with College or residence hall functions or operations or that would or reasonably could endanger the health, safety or welfare of themselves or others and/or cause damage to property.
- 16. Under no circumstances may the SPACE or any College rooms, buildings or adjacent grounds or property be used for any commercial purpose.
- 17. Students may not paint any part of the SPACE they are assigned. Painting will be considered SPACE damage and the Student's account will be billed the full amount for any sanding, patching or re-painting necessitated to return the room to its original state.
- 18. The Student may not remove any furniture from their SPACE or other College property without the prior written permission of the Office of Residential Education and Living. For a full description of the furniture removal policy, please refer to the Student Handbook.
- 19. Individual Student SPACE damage will be assessed at the end of occupancy. The Student will have a right to submit a written appeal to these charges within 90 days of the billing date.
- 20. At the termination of their SPACE occupancy, the Student will surrender the SPACE in as good a condition as received, except for ordinary wear and tear; or the Student, together with the other occupants of the SPACE, if and as applicable, will be held financially responsible for damages and/or extra cleaning. The Student may make an appointment with their Housefellow, Floor Governor or Independent Living Coordinator to check out of their SPACE and return their SPACE key. If unable to do so there will be an option of express check-out and, by virtue of participating in the express check-out option, the Student waives their ability to appeal damage charges.
- 21. TERMINATION: This Agreement is valid until the last day of the spring semester unless terminated for these reasons:
 - a. Payment or any part of a payment is not received by the Accounting Office on or before the applicable payment dates.
 - b. The Student withdraws from the College either between semesters or at any point after the semester begins. In this event, the return of fees will be governed by the refund policy stated in the catalog.
 - c. The College deems it necessary to suspend the Student's residential privileges for violations of the College's rules and regulations; or other conduct that constitutes in any way a risk to the health, safety or general well-being of the College community or any College property.
 - d. The College deems it necessary to move to remote learning.
- 22. MISCELLANEOUS: It is further understood and agreed that:
 - a. Full board is mandatory for residents of all college residential houses, including the Student. Exceptions will only be applied to students living in houses or apartments with full kitchens available and with written permission from the College

- b. The Student is required to abide by all College policies and expectations listed or referenced in this Agreement as well as those in the Student Handbook.
- c. The Student agrees to indemnify, defend and hold harmless the College and its officers, directors, trustees and employees, in both their individual and official capacities, from and against any and all claims, losses, expenses, fees, fines, penalties, suits, damages, liabilities and costs of each and every nature whatsoever (including attorneys' fees and costs of defense) relating to or arising out of the Student's occupancy of the SPACE and/or breach of this Agreement.
- d. This Agreement and the housing provided hereunder is incidental to the College's provision of educational services and shall constitute a license and shall not be deemed to constitute a lease or to create or transfer an interest in or a lien on real estate. The College agrees to furnish to the Student the SPACE solely in accordance with and subject to the terms of this Agreement. The parties to this Agreement do not intend that an estate, a tenancy or any other interest in property should pass from the College to the Student. Instead, it is the intention of the parties that the relationship between the College and the Student with respect to the SPACE be solely that of licensor and licensee and that the sole right of the Student to occupy or use the SPACE shall be based upon the license granted in this Agreement.

23. COVID-19 Related Health and Safety Requirements:

- a. The COVID-19 pandemic has created unprecedented challenges, including challenges related to student housing. The College is putting into place new health and safety policies to reduce density in student housing, facilitate social distancing and address the safe use of common gathering spaces. Nothing can eliminate the risk of students on campus becoming infected with the virus. Minimizing that risk requires the cooperation of students as well as College administrators and staff.
- b. Alternatives to campus housing: Connecticut College continues to be a residential campus, and we are focused on safely housing as many students on campus as possible. However, we appreciate the safety concerns that some students may have with returning to campus, and the College therefore is offering two alternatives. First, all students have the option of participating in their classes remotely from home. Second, students have the option of commuting to participate in their classes and activities on campus while residing with their parents/guardians, if they live within a 50-mile radius of the college.
- c. Health and safety requirements for students living on campus: The Student agrees to comply with all of the policies and requirements in the Agreement, to abide by <u>College Health And Safety Requirements</u> <u>And Policies And Acknowledgment Of Risks Of COVID-19</u>, a copy of which is included on the College's website where this document was accessed and hereto and incorporated by reference, which includes requirements related to conduct in student housing.

By signing this Agreement, I agree and confirm that I will abide by the terms, conditions and provisions of this Agreement.

Signature of student	
Print name of student	
Date	
For students under majority: I am the parent or legal guardian of the above student, have read and unde signing below (including such parts as may subject me to personal financial legally responsible for the obligations and acts of the student as described i myself and the student, to be bound by its terms.	responsibility). I am and will be
Signature of Parent/Guardian	
Print name of Parent/Guardian	

I have carefully read and understand this Agreement before signing below. I acknowledge that I am competent and of the specified legal age in my state of residence to bind myself to this Agreement. I have executed this

form on behalf of myself and my family, heirs and assigns.