GRADUATE HOUSING CONTRACT 2016-2017

This contract is a financially binding commitment to a space in Clark University Graduate Housing for the contract term selected during the application process (see terms below). Summer Graduate Housing contracts are available separately through the Residential Life and Housing (RLH) Office.

1. HOUSING CHARGES & OCCUPANCY PERIODS

Clark University offers different contract terms to fit the needs of various graduate students. Contracts may cover only one semester, or the entire academic year. Contract terms may not be changed without the outlined cancellation fee. Cancellation policies apply beginning on the start date of the contract period. All applicants must submit a $1000 non-refundable deposit to apply for Graduate Housing. This deposit will be credited to your first semester housing cost. In the event that student does not move on-campus the deposit fee will be charged to their student account.

<table>
<thead>
<tr>
<th>Term</th>
<th>Deposit</th>
<th>Contact Period</th>
<th>Single Cost</th>
<th>Cancellation Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Year</td>
<td>$1,000</td>
<td>5/21/2016 (6/1/2016 for new applicants) - 5/20/2017* (up to 365 Days)</td>
<td>$7,750 ($3,875/sem) ($21.23 per day)</td>
<td>Pay full fall semester + $1500 cancellation fee if cancelled before December 17. Full year amount due after December 17.</td>
</tr>
<tr>
<td>Fall Only</td>
<td>$1,000</td>
<td>8/1/2016 - 12/17/2016* (139 Days)</td>
<td>$3,875 ($27.88 per day)</td>
<td>Pay full semester, no refund schedule</td>
</tr>
<tr>
<td>Spring Only</td>
<td>$1,000</td>
<td>1/2/2017 - 5/20/2017* (139 Days)</td>
<td>$3,875 ($27.88 per day)</td>
<td>Pay full semester, no refund schedule</td>
</tr>
</tbody>
</table>

*Contract pricing is determined by the academic calendar, and therefore the pricing is not pro-rated for students who do not live in housing for the entire contract period (i.e. even if a student on a full year contract does not wish to take advantage of the free summer housing option, they will be charged the same amount). However if a student moves in more than 30 days after the start of classes, they will be offered a pro-rated semester charge.

2. APPLICATION PROCESS

<table>
<thead>
<tr>
<th>Term</th>
<th>Priority</th>
<th>Application Dates</th>
<th>Decision Dates</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Year</td>
<td>First applied, first housed</td>
<td>3/1/16 – 10/30/16</td>
<td>Rolling beginning 5/1</td>
<td>Must move in by November 1</td>
</tr>
<tr>
<td>Fall Only</td>
<td>Current graduate students may select a fall only contract by May 1. New graduate students requesting fall only contracts will be housed if spaces are available after 7/1</td>
<td>3/1/16 – 10/30/16</td>
<td>Rolling (beginning 7/1 for new graduate students)</td>
<td>Fall Only contracts for new graduate students are only offered if spaces remain after Full Year contract requests are fulfilled.</td>
</tr>
<tr>
<td>Spring Only</td>
<td>First applied, first housed in spaces available after 7/1</td>
<td>3/1/16 – 3/31/17</td>
<td>Rolling beginning 12/1</td>
<td>There are generally more spaces for Spring Only contracts than Fall Only due to unexpected cancellations</td>
</tr>
</tbody>
</table>

Students who are accepted to a Clark University graduate or 5th year programs can apply for graduate student housing starting March 1, 2016. Current graduate housing residents who wish to stay in their current room or who wish to apply for a Fall Only contract must do so by May 1st. Current graduate residents and new graduate students applying for Full Year contracts will get their placement information on a rolling basis starting in mid-May. New graduate students applying for Fall Only contracts will find out if space is available for them beginning on July 1, 2016. Prior to that date, Full Year contracts take priority over semester only
requests for all applications. Spring Only contracts may be requested at any time. Full Year contracts may be requested through October 30, 2016 as long as the student will move into the room prior to November 1. After that date, any student requesting graduate housing will need to commit to a Spring Only contract and pay the spring rate plus a pro-rated Fall Only rate if moving in before 1/2/17.

Current Graduate student who wish to remain in their 2015-2016 housing assignment must submit their completed application by May 1, 2016 in order to be guaranteed the same room for the 2016-2017 year.

3. SUMMER GRADUATE HOUSING OPTION

Students who commit to a Full Year 2016-2017 Graduate Housing Contract may stay in Graduate Student Housing during the summer of 2016 for no additional cost. Current residents may transition directly from their spring rooms to their summer graduate housing room (if different) once notified by the RLH Office. New residents on a Full Year contract may move in after June 1, 2016 provided that they have met the following conditions: 1) They must be fully admitted to Clark University. 2) They must pay their fall housing bill in advance. 3) They must understand that by accepting the key to their summer housing assignment, they are committing to the Full Year contract and the cancellation fees outlined within.

Students who are not on a Full Year 2016-2076 contract may request Summer Housing for $20 per day. Any summer graduate resident not living on campus in the fall must be moved out by July 15th at the latest to allow time for University Staff to clean the rooms for the fall residents.

4. BILLING POLICY

Graduate housing charges are assessed at the beginning of each semester. Full year contracts are billed in two parts – the fall semester, and the spring semester. Students should consult Student Accounts to determine if payment plan options are available. The Office of Residential Life and Housing cannot coordinate any payment plans.

Students who do not move into housing and notify RLH within 30 days of the contract start date will forfeit or be charged for the $1000 housing deposit. Students who apply for housing and do not notify RLH that they are not taking their assigned room may be held responsible for some or all of the semester charge.

Students are allowed to relocate to another graduate housing room without breaking their contract. Permission must be granted by RLH before any moves may take place, including within an apartment.

5. OCCUPANCY POLICIES

Graduate student apartments are filled first come first served with regard given to resident preferences or single or mixed gender apartment configurations.

Vacancies within any apartment may be filled by RLH at any time without notice, and empty rooms may not be accessed by any residents under any circumstances. Items found in an empty room may be considered abandoned and will be removed and discarded by the University.

Students may not sublet or charge rent to stay in their assigned rooms under any conditions.

6. GUESTS

A guest is defined as any person not currently listed as living in a particular room. A guest may only stay overnight in a residence hall/house room with permission from all room occupants of that room/suite. A guest may not remain in the residence of the student for more than three consecutive days per month, and no more than 14 total nights per semester. Guests must be escorted at all times within any campus building/residence
facility, and are expected to adhere to all the rules and regulations of the University. Residents are responsible for the behavior of guests and liable for any damage they may cause.

7. ROOM INSPECTION

University staff reserves the right to enter and inspect rooms in order to verify compliance with health and safety standards, to investigate probable violations of the Student Handbook, to inventory furnishings, and/or to make necessary repairs to rooms and furnishings.

8. ROOM CONDITION REPORTING

All residents are responsible for verifying the condition of their room with the Graduate Housing Complex Manager who oversees the graduate houses. Prior to students’ arrival to campus, the Housing Complex Manager will be conducting a room inspection, noting any damage or other issues of concern with the space. Students are required to verify the condition of their room/apartment through their HCM and may dispute any condition issues through the HCM as well. Students must review the Room Condition Report upon entering their room, and any time they move to a different university room. Rooms are inspected following student departures from the University. You will be notified of any damage billing after you depart. You will have the opportunity to appeal any charges if applicable. Residents will be responsible for the total repair costs, as determined by the University, as a result of any damage occurring during their period of occupancy (ordinary wear and tear excepted). Residents are also responsible for damages in common areas, including but not limited to suites, kitchens and hallways. Students’ responsibilities related to their room and common areas are outlined in the Student Handbook.

9. CHECK-IN AND CHECK-OUT PROCEDURES

Residents may pick-up their room key any time on or after the first day of their contract period. Students should notify the RLH Office at least 2 weeks prior to their arrival to confirm their arrival date/time. Keys are typically available at the RLH Office (151 Woodland Street) Monday through Friday, 8:30AM-5:00PM. Keys are also available after hours (5:00PM – 8:30AM) by advanced request at University Police (located in Bullock Hall). Residents are responsible for moving in their own belongings.

Students who are moving out of their room may return their key to the RLH Office (Monday through Friday, 8:30AM-5:00PM), or to University Police (Weekends and week-nights when RLH is closed). Students must return their keys in an “express checkout” envelope. Students may not leave their keys in their rooms, or with a roommate. Students who do not return their keys to either RLH, University Police, or to their Housing Complex Manager directly, will be billed $35.00 for a replacement key.

10. RULES AND REGULATIONS

The University, as an academic community, intends to provide a residential atmosphere where study and learning can take place along with recreation, relaxation and social development. This atmosphere is dependent upon the willingness of all individuals to associate in such a way that personal freedom and responsibility co-exist. Each student, therefore, acknowledges the need for socially responsible behavior; recognizes the role of RLH staff in promoting such behavior; and accepts reasonable disciplinary consequences for disregarding such behavior.

The student agrees to abide by all the rules and regulations pertaining to Clark housing as outlined in The Student Handbook.

Behaviors not permitted in Clark housing include but are not limited to:
- smoking of any kind (there is a $100 per student automatic fee for anyone found smoking or in the presence of someone smoking inside).
• possession/consumption of alcohol by persons under 21, consuming alcohol in the presence of anyone under 21, drinking games
• parties in residence halls/University houses
• misuse of or tampering with fire safety equipment (there is a $100 fine for any violations)
• failure to report or remove oneself from an environment in which a violation of Clark University or housing policy is occurring.

The following items are prohibited in residence halls and University houses:
• extension cords (except for UL-approved power strips and multi-plugs with internal surge protectors)
• air conditioners and space heaters
• refrigerators larger than 5 cubic feet (other than those provided by the University)
• grills
• candles and incense
• halogen, oil, and lava lamps
• flammable materials such as fuel, charcoal, or paint thinner
• kegs, and other common containers (i.e. punch bowls)
• illegal drugs/paraphernalia
• firearms, firecrackers, weapons of any kind
• personal mattresses, lofts, and waterbeds
• animals (except for fish in a 10 gallon or less tank)
• Any non-UL approved appliances (visit ul.com for information)

The following items are permitted for use only in designated kitchen areas of buildings. Use of any of these items outside of a kitchen will result in confiscation and possible fines:
• electric kettles/teapots
• rice cookers
• coffee makers, including Keurig coffee makers
• toasters/toaster ovens
• microwaves
• hot plates

Violation of the above rules and regulations could result in fines, confiscation of restricted items, disciplinary action, relocation and/or removal from housing.

11. PERSONAL PROPERTY

The University will use reasonable efforts to protect a student’s property. The University is not in any way liable for the loss of, theft of, or damage to any property belonging to residents. Students are advised to purchase a personal insurance policy if belongings are not covered under family insurance (i.e. renter’s insurance).

12. CAUSES BEYOND CONTROL OF THE UNIVERSITY

The University and the RLH Office disclaim any liability for failure to perform any of their contractual obligations resulting from, but not limited to: any governmental order or regulation; an act of God; an act of war; a riot; or any other cause beyond their control.

This contract shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This contract, and any rider attached hereto, constitutes the complete and final contract between the student and the University for a space in University housing. This contract expressly supersedes any previous agreements, conditions, representations, or understandings (either oral or written) other than those set forth herein. I understand that by applying for graduate housing, that I have read and I understand the terms and conditions of this contract and agree to be bound by the conditions as stated herein.