

GRADUATE STUDENT HOUSING CONTRACT: 2010-2011

THIS CONTRACT IS FOR REGISTERED GRADUATE STUDENTS. THIS CONTRACT IS A FINANCIALLY BINDING COMMITMENT TO A SPACE IN GRADUATE HOUSING FOR THE ENTIRE ACADEMIC YEAR (FALL AND SPRING SEMESTERS). 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. The undersigned student, therefore, acknowledges the need for socially responsible behavior, recognizes the role of the Residential Life and Housing (RLH) staff in promoting such behavior, and accepts reasonable disciplinary action for disregarding such behavior.

1. ROOM CHARGE

Room charges for the 2010-2011 Academic year are as follows:

| | |
|---------------------------------|---|
| Standard Single Room | \$6,700 per academic year |
| Oversized Single Room | \$7,200 per academic year |
| Application Deposit | \$300 (non-refundable, applied to Fall charges) |
| Early Contract Termination Fee: | \$1,000 |

2. OCCUPANCY

Students living in Main Street Houses may move in at any time after June 1, 2010 with at least 2 weeks advance notification to the Residential Life and Housing Office. Occupancy will continue through 12:00 noon on May 23, 2011. Any student who is issued a room key to their assignment is financially responsible for the full semester charge, even if they subsequently withdraw from Clark University before classes begin. Students who choose to live in graduate housing for the next year may remain in their assignment between May 23 2011 and the start of the next contract period if they live on Main St.

3. ROOM ASSIGNMENT AND CONTRACT CANCELLATION

This contract is strictly held to the following conditions.

- Graduate housing charges are assessed at the beginning of each semester.
- Contracts are cancelled without penalty if a student withdraws from or graduates from Clark University.
- Students may not sublet their rooms under any conditions.
- This contract allows students to relocate to another graduate housing room with approval from RLH.
- Students who do not move into housing will forfeit their housing deposit.
- Students who move into housing, and then decide to terminate their contract early, will pay an early contract cancellation fee of \$1000.

4. 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. **A guest may not remain in the residence of the student for more than three consecutive days per month without the consent of the RLH Office.** Guests must be escorted and are expected to adhere to all the rules and regulations of the University. Student residents are responsible for the behavior of guests and liable for any damage they may cause.

5. 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 Synergy, to inventory furnishings, and/or to make necessary repairs to rooms and furnishings.

6. ROOM CONDITION CARD

All residents are responsible for verifying the condition of their room. They are required to sign a Room Condition Card upon entering their room, any time they move to a different university room, when moving out of a room, and/or when leaving at the end of the academic year. 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 on the reverse of the Room Condition Card.

7. RULES AND REGULATIONS

The student agrees to abide by all the rules and regulations pertaining to Clark housing as outlined in Synergy. Items and/or behaviors not permitted in Clark housing include **but are not limited to:**

- candles, incense, space-heaters, halogen and lava lamps
- cooking appliances (i.e. toasters, microwaves, coffee pots)
- illicit drugs/paraphernalia
- air conditioners
- refrigerators larger than 5 cubic feet
- possession/consumption of alcohol by persons under 21 kegs, partial kegs, common containers (i.e. punch bowls)
- parties in residence halls/University houses
- firearms, firecrackers, weapons of any kind
- misuse of fire safety equipment
- lofts and waterbeds
- personal furniture (i.e. mattress, dresser)
- pets except for fish (tank may not exceed 10 gallons)
- cigarette smoking
- failure to remove oneself from an environment in which a violation of Clark University or housing policy is occurring.

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

8. 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).

9. 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 certify by signing this agreement 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.**

(Please print full name)

Student ID Number

Student's signature (required)

Date