

BRYN ATHYN COLLEGE

Department of Residence Life

reslife@brynathyn.edu

Residence Halls Housing Agreement

License Term is for Academic Year 2022-2023 (August- May).

This Residence Halls Housing Agreement (this “**Agreement**”) is entered in between Academy of the New Church/Bryn Athyn College, on behalf of the Department of Residence Life (hereinafter referred to as “**College**”), and

Name: _____ Phone: _____
(hereinafter referred to as “**Resident**”).

Residency in College-operated Residence Halls is available only to full-time students enrolled and in good academic, disciplinary and financial standing at Bryn Athyn College. If Resident does not qualify at the time of this Agreement is signed and submitted to the College, or at any time during License Term, the College can terminate this Agreement in accordance with the provisions of the Residence Halls Housing Agreement Terms and Conditions attached to and incorporated within this Agreement for all purposes (the “**Terms and Conditions**”). This Agreement is Resident’s personal, nontransferable license to occupy and use the residential space assigned to the Resident for limited purposes and not a lease of the College property.

Resident’s occupancy is governed by and subject to Resident’s compliance with the Terms and Conditions and the Student Handbook (as amended or modified from time to time, the “**Student Handbook**”) published by the College (<https://brynathyn.edu/student-life/>). The College reserves the right as its sole discretion to determine if any past behavior, conduct, or activity of any student is such that the interest of College, Resident, and/or other students would best be served by terminating this Agreement.

Residents are responsible for paying room and board for the entire academic year unless they experience a “Qualifying Event” outlined in Section 5.

This Agreement is legal and binding for the term set forth above in this agreement and is effect when the College receives the deposit and an executed copy of this Agreement, which may be accomplished by via electronic means. If Resident is not yet eighteen (18) years of age at this time this Agreement is executed, Resident’s parent or legal guardian must also execute and to be valid and enforceable.

By requesting housing and signing below, each **Resident and their parent or guardian (if applicable) acknowledges that Resident agrees** to the “Terms and Conditions” (see Terms and Conditions Statement enclosed) as well as residence hall policies and rules in the Student Handbook. No Agreement Form will be processed without a security deposit on file.

Student’s Signature

Date

Parent’s Signature (student under 18)

Date

Returning Students may electronically submit this form to reslife@brynathyn.edu. New Students will submit this agreement through Slate Student Portal. This form does not need to be mailed.

| For Office Use Only: | | Terms that Agreement Applies: | |
|----------------------|--|-------------------------------|-----------------------|
| Date Received | | | Fall Term 2022 |
| Room Deposit | | | Winter Term 2022/2023 |
| Approval Date | | | Spring Term 2023 |

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Residence Halls Housing Agreement- TERMS AND CONDITIONS

You will want to remove the "Terms and Conditions" section before submitting and please make a copy of this agreement for your records.

The provisions of this document identified and defined as the Terms and Conditions is the attached Residence Halls Housing Agreement (the "Agreement"), further describes the terms and conditions applicable to Resident's license to occupy a Residence Hall space pursuant Agreement and constitute materials terms of such Agreement.

1. Length of Agreement & Eligibility of Housing

- a. This agreement is for housing accommodations for the **ACADEMIC YEAR 2022-2023 (AUGUST '22 -MAY '23 or any other dates set by the Academic Calendar)**.
 1. Residents are responsible for paying for the entire academic year unless they experience a "Qualifying Event", outlined in Section 5, and receive written approval of breaking the agreement by the Director of Residence Life, effective the date they sign this Agreement.
- b. **Intersession Break Housing:** This Agreement does not apply to Thanksgiving, Christmas and Spring Breaks as Residence Halls are closed. If students require break housing based on reasons outlined in Student Handbook, then they must receive written permission from the Director of Residence Life. Cost: \$500 per break.
- c. **Security Deposit:** All residents are required to submit a refundable security deposit of \$250.00 prior to the first time moving into on-campus housing. This deposit is used to cover any damage incurred to a resident's room or any other residence hall expenses the student is responsible for. This is retained if Agreement is broken before end of License term.
- d. **Residency Policy:** Incoming students under the age of 20 and whose parents' homes are too far away from Bryn Athyn to permit reasonable daily commuting are expected to live on campus. After three terms, these students may elect to reside off-campus. Incoming students must receive permission from the Director of Residence Life to live off campus.
 1. All students living on campus must be enrolled as full-time students (minimum of 9 credits per term), however special permission will be needed from the Dean of Students and Director of Residence Life to be a part-time student in the Residence Halls.

2. Rates and Payments:

- a. Residents are charged by the term and payment is due by the deadline for payment of tuition and fees (Student Handbook & College's website). The laundry fee is assessed at the beginning of each Agreement and nonrefundable.
- b. Resident acknowledges and agrees that failure to make payments as and when required by the Agreement and the Student Handbook can result in the cancellation, suspension, or termination of the Agreement and removal of Resident from the Residence Halls. All costs associated with the collection of outstanding debts, including, for example, collection fees, reasonable attorneys' fees, cost of court, and other related fees, will be assessed against Resident.
- c. Student agrees and understands that they waive their right to appeal any additional charge related to the Residence Hall Assignment (such as, by way of example and not of limitation, Residence Halls fines, Improper Checkout Fee, damage, cleaning and/or fire safety) unless the written appeal is received by the Director of Residence Life within thirty (30) calendar days of notification of charge(s).

3. Housing Assignments: The Agreement does not cover a specific room or building.

- a. Resident acknowledges and agrees that College has the right to reassign Resident's Assignment and/or consolidate Assignments to maximize space utilization, all as set forth in the Student Handbook. See the Student Handbook for further information on Housing Assignment protocols.

4. Termination of Agreement by the College:

- a. The College may terminate the Agreement on written notice to Resident because of Resident's default of its obligations to College outlined in the Agreement and the Student Handbook. The amount of notice Resident will receive of College's termination depends on the seriousness of the cause.
 1. If a Resident withdraws during any part of the academic year, the College reserves the right to immediately terminate the Agreement depending on intent to return for the following term. A student status change results in 48 hours move out deadline regardless if the term is still ongoing.
 2. Failure to maintain financial commitments that the Resident has to the College.

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3. If College has reasonable cause to believe that Resident's conduct constitutes a threat of imminent harm to Resident, others, or to College property, College shall have the immediate right to exclude Resident from College-operated Residence Halls on an interim basis in accordance with College policy.
4. College has the right to immediately remove students for an interim basis in event of an on-campus health emergency or failure to have up-to-date vaccinations on file with the Health Center.
5. Resident's dismissal from College for any reason, or Resident's violation of the rules and regulations of the College, or any other conduct by Resident for which the sanction of removal from College-operated Residence Halls is assessed, shall constitute a material breach of the Agreement by Resident and shall be grounds for the immediate termination of the Agreement at College's discretion.
- b. The Resident will be responsible for moving out within 48 hours of the date withdrawal form is received by the College Office or a College Official's directive to move out. Failure to comply with move out deadline will result in fees assessed to the Resident's account and or further disciplinary action. Any termination of the Agreement by the College may result in Resident's account at the College being charged for all costs, charges and fees incurred by Resident or by College through the effective end date of agreement.
5. **Termination of Agreement by Resident:**
 - a. Resident may terminate the Agreement by submitting a written request to terminate Agreement with supporting documents to reslife@brynathyn.edu specifying an effective date of termination, no less than seven (7) calendar days after the College's receipt of such notice for any of the following "Qualifying Events":
 1. Resident withdraws from College;
 2. Get married or have children or dependents;
 3. Resident enrolls and participates in an approved College study abroad program;
 4. Resident graduating may terminate the Agreement effective on the last day of the term completed; or
 5. Other exceptions can be made by the Director of Residence Life or Dean of Students on case-by-case basis.
 - b. **Non-Qualifying Event Termination:** If Resident terminates the Agreement for a reason other than identified in Section 5a (i.e., Qualifying Event), or if Resident fails to take occupancy of the Assignment assigned to them, College is entitled to recover the full room and board due under the Agreement for the entire License term.
 - c. **Refunds:** Please see the Student Handbook for further information regarding College refund policies (including amendments, additions, deletions, or modifications made after signing this agreement).
 1. Board fees are eligible to be prorated through the 4th week of term, plus an overhead charge made by the food service organization. All Housing fees are non-refundable (includes but not limited to Laundry fee).
 2. If resident terminates pursuant to Section 5a subsequent, College will retain the \$250 Security deposit and credit paid balance to Resident's account accordance with the schedule below:

| Approval of Housing Agreement Termination | Room Charge/Deposit Refund Amount |
|--|--|
| New Agreements ONLY -Up until Term Deadlines: August 1, 2022 (Fall), November 11, 2022 (Winter), Feb 18, 2023 (Spring) | 100% of room and board charges refunded \$100 of \$250 Security Deposit Fee will be retained |
| All Agreements - After Term Deadlines to First Day of Residency of each Term or if Agreement is broken | 100% of room and board charges refunded \$250 Security Deposit will be retained |
| All Agreements -On or after the scheduled First Day of Residency of each Term (typically the first day prior to the beginning of classes as published on the Academic Calendar) Weeks are Sundays to Saturdays beginning from the first day of residency of each term. | All- Laundry Fee and \$250 Security Deposit will be retained 1st week —90% of Room and board costs will be credited 2nd week —75% of Room and board costs will be credited 3rd week—50% of Room and board costs will be credited 4th week—25% of Room and board costs will be credited |
| All Agreements- After 4th week of Term | No refund of room, board, and housing fees costs |
| College will issue a credit to Resident's account within thirty (30) days after notice that the College agrees to break the Agreement. | |

6. **Rules and Regulations:** All rules and regulations set forth in the Student Handbook, and such amendments, additions, deletions, or modifications thereof as may from time to time be made by the College shall be considered part of this agreement. Among the rights reserved by the College and further explained in those publications, College reserves the right:

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- a. For authorized College representatives to enter and search, if necessary, all residence hall facilities and rooms for housekeeping purposes, repair or maintenance, health, safety, or disciplinary reasons without resident's permission. Appropriate notice will be given when needed to enter assignments whenever possible.
- b. To levy and collect charges for:
 1. Unauthorized use of room, furnishings, and/or the building, and/or;
 2. Violations of Student Handbook (Fines);
 3. Alterations/Damage of any room, furnishings, and/or building facilities, and/or;
 4. Special cleaning and/or treatment necessitated by improper or unreasonable care of room, furnishings, and/or building.
- c. Resident further acknowledges their obligations and responsibilities pursuant to all such rules, regulations, and procedures outlined in the Student Handbook including but not limited to:
 1. Fire safety equipment and fire prevention guidelines;
 2. Weapons, combustible, and flame-producing items;
 3. Guest Policies (Visiting Hours & Overnight Guests);
 4. First-Year Student Curfew (for the first trimester only);
 5. Students of any age may not possess, transport, use, sell, distribute, or consume alcoholic beverages or illegal drugs either on campus and/or during any off-campus college-sponsored college activity;
 6. Regular cleaning of bedroom and shared living spaces; and
 7. No pets are allowed in the Residence Halls except for approved service and emotional support animals through the Office of Disability Resources or small fish (full limitations are in Handbook).
- d. Fees and Fines: The Department of Residence Life enforces through a system of educational meetings and fines determined by the Director of Residence Life. Disciplinary issues will be referred to Dean of Students as needed.

| Residence Hall Fees/Admin Charges | | Disciplinary Fines (Other fines are determined by Director of Residence Life) | |
|-----------------------------------|---|---|-------|
| Laundry Fee | \$75 (Fall & Winter) \$50 (Spring) | Minor Guest Policy Violations (eg Sign in/out) | \$40 |
| Improper Checkout Fee | \$50 | Major Guest Policy Violations (eg Romantic partner/opposite gender visitation, overnight guest registration Issues) | \$100 |
| Late Checkout | \$50 per hour | Minor Disciplinary Violations (eg Curfew, Quiet Hours & Room Inspection Issues) | \$40 |
| Cleaning/Room Damages | Labor costs per hour & Replacement Cost | Major Disciplinary Violation (eg Alcohol/Drugs, Fire Safety, Room Inspection Issues) | \$100 |

7. **College Liability for Personal Property:** The College shall not be responsible for damage to or loss, through theft or otherwise, of the personal property of the resident. Resident hereby waives any claim against College for loss or damage to resident's personal property without regard to amount or causation. Residents are strongly encouraged to insure their personal property and carry liability insurance.
 - a. Resident may leave their belongings for breaks if they are registered full time for following term.
 - b. Any personal property remaining in the Assignment after it has been vacated by Resident, whether willingly or not, will be removed and stored by College at Resident's cost and will be deemed abandoned if Resident has not paid all such charges and collected their property within thirty (30) days after the date of vacating the Assignment. Abandoned property will be disposed of as determined by College.
8. **Leaving the Residence Hall Assignment:** The resident agrees to vacate the assignment by the time and day announced at the end of each academic year or when the resident is moving to a new room assignment.
 - a. When the Agreement is broken or when student status changes (withdrawal), the resident will be given **48 hours upon notice of status change or notice**. Please plan withdrawals or housing agreement ending dates appropriately, exceptions need to be approved by Dean of Students and Director of Public Safety.
 - b. When vacating the assignment, the resident will place all College possessions in the same location as when they moved into the assignment.
 - c. Resident must contact a residence life staff member to move out and **return all assigned keys to a Residence Life** or will be charged an improper checkout fee and/or lost key fine.