

Birmingham-Southern College 2018-2019 Housing Agreement

Birmingham-Southern College (the "College") and student seeking to reside in residential housing ("Student") enter into this legally binding Housing Agreement ("Agreement", also referred to "Contract" or "contract") as part of the Birmingham-Southern College Student Handbook. The Student is responsible for fulfilling all obligations under this Housing Agreement, including all financial obligations, for the entire Contract Period (defined below).

General Information

Residence in Birmingham-Southern College's residential housing brings with it many benefits and certain legal obligations and responsibilities. This document, together with the Birmingham-Southern College Student Handbook constitutes the agreement between Student and College. By the Student's agreement to this Agreement with the College, Student is accepting and agreeing to comply with the terms and conditions of the Agreement, and with all College policies and procedures. Submission of this Agreement electronically via the College's webpage shall have the same legal force and effect as if the Contract had been physically signed and submitted by mail or in person. The Agreement, including other material incorporated by link or reference, is subject to change as determined by the College without prior notice.

Contract Period

This Agreement is legally binding and extends to cover the entire 2018-2019 academic year, beginning on the assigned move-in date and concluding on the published move-out dates at the conclusion of the Spring 2019 term. If a student is approved for release, the Agreement becomes void and Student may not continue to reside in residential housing.

Residency Requirements

All first-year and sophomore students who are less than twenty-one (21) years of age are required to reside in on-campus residential housing except: (1) those students who reside with parents or legal guardians in the Greater Birmingham area; (2) those students who, in the judgment of the College, have off-campus responsibilities or special circumstances of such character as to warrant special permission of the Director of Residence Life; or (3) those students who are legally married.

Breaks

All residential housing spaces, **including Greek housing and the Hilltop Village Apartments** are closed to all students during academic-year break periods (December break and Spring Break). The Office of Residence Life may designate additional buildings as being open for College breaks during any or all of the break periods. Students who choose to remain in buildings designated as being open during recess periods must follow communicated registration procedures and will be charged the published rate for the entire break period. Dining plans and on-campus dining services may not be offered during break periods. Residential housing is provided at no additional cost for qualified students such as international students, student athletes with games scheduled during break periods, etc. Employment in Birmingham is not an approved reason to remain in residential housing during any break period.

Exploration Term Occupancy

In order to reside in residential housing during the Exploration Term (also referred to as "E-Term", "January Term", or "Interim"), Student must be registered for a minimum of one course or academically approved project or be approved to participate in College activities. Those students not registered for an Exploration Term course will not be permitted to live on campus during this time and may return to housing on the published Spring 2019 Move-In date.

Cancellation

If cancellation of a room assignment is necessary, the Student must notify the Office of Residence Life in writing no later than August 1. Written notification received on or before this date will be honored with no penalties. Written notification of cancellation submitted after August 1 is subject to a \$500 cancellation fee. If cancellation occurs within the first two weeks of a term, the housing fee will be prorated and a refund of 60% issued. After four weeks of the term beginning, a refund will not be issued except in cases of military withdrawal. Additionally, entering into a lease agreement with an outside leaser does not release Student from the financial obligations of this agreement. The College reserves the right to cancel this agreement should Student fail to follow the terms and conditions herein or the policies of the College. Under these circumstances, Student will be given 48 hours to vacate the assignment. If an agreement is terminated because it is determined the Student poses a threat to the general campus community, Student may be evicted immediately. This housing agreement will be terminated automatically in the case of unauthorized withdrawal, academic or disciplinary suspension, or graduation. Students in these circumstances will have 48 hours to vacate the assignment.

Release from Contract or Exemption

A student will be released from this agreement at the conclusion of the semester when proof of one of the following circumstances is submitted in writing to the Office of Residence Life with appropriate supporting documentation: (1) approved medical, psychological, or disability need that cannot be accommodated on-campus, (2) Student living with parents or legal guardians if those parents or guardians reside within 30 miles of Birmingham-Southern College, (3) official withdrawal or approved leave of absence from the College, or (4) active military duty. Under these circumstances, if the request is made prior to the start of the academic year and the release is granted, students will forfeit the housing deposit paid at the time of admission, but will not be charged an additional fee. If the request is made after the start of the academic term and a release is granted, students will forfeit the housing deposit and will be charged according to the terms outlined in the Cancellation section above. All requests for release will be acted upon by the Office of Residence Life following consultation with appropriate offices and necessary verification of information provided. Decisions are made solely on the basis of documentation submitted, and whether the justification for release meets acceptable circumstances.

Roommate and Building Assignment

No residential assignment is made on the basis of race, religion, color, disability, national origin, ancestry, sex, sexual orientation and to the extent specified by law, age or veteran status. No specific assignment based on Student's request is guaranteed. Each resident may select a roommate or roommates, as appropriate based during the application process. The College will determine re-assignments or other occupancy changes as necessary. In some cases, a Student may be reassigned to a different residential in the interest of order, health, safety, or welfare of the student, building, or College; written notice will be provided in these situations.

Room Change Requests

Students may request to transfer between rooms or buildings as space permits and if approved by the Office of Residence Life. The room change period will take place in October and February of each academic year. Changes are not typically permitted during the Exploration Term. Room change requests are handled on a first-come, first-serve basis. Students are not permitted to change assignments outside of the room change periods without approval from the Director of Residence Life. When different rates apply, Student agrees to these changes as a condition of the transfer agreement. An administrative fee may be assessed.

Consolidation

To maximize occupancy and efficiency, the College reserves the right to consolidate rooms and move students if a vacant same gender spaces exist elsewhere in the same building in order to create an open room. Consolidation will occur at the beginning of each Fall and Spring term.

Vacancies and Room Privatization

The College may reassign a vacant space in a room or apartment at any time. While efforts are made to notify students of any changes, a new roommate may be assigned without prior notification. If a room or apartment is not entirely occupied and the Office of Residence Life does not anticipate assigning an eligible new roommate, the student may be offered an opportunity to pay the privatization rate for the vacant space from the date of vacancy through the remainder of the semester to ensure the space remains vacant. If Student pays the privatization rate for Fall semester and space demand is high for Spring semester, the Office of Residence Life may assign a student to that space for the term.

College Initiated Room Change or Cancellation

The College reserves the right to change or cancel a room assignment without prior notification under the following circumstances: (1) the student is dismissed for academic reasons, (2) the student fails to pay College bills by the established deadlines, (3) the student is not properly registered at the end of the add/drop period for the semester for which they have applied for housing, or (4) the student fails to officially check-in or occupy the assigned residence hall space by the start of classes – the College may reassign the Student to another space or place the student on the wait list.

If a student is suspended from residential spaces or College, the student remains bound to the Housing Agreement and will be responsible for the full cost of the residence hall or apartment space and meal plan for the remainder of the term.

Compliance with Law and Student Handbook

Every student at Birmingham-Southern College must comply with all Federal, State, local, and College laws, rules, and regulations, including this Housing Agreement. Students are expected to know their Rights and Responsibilities and must comply with the College's Student Handbook. At all times, students must respect the rights and property of all community members in the residence halls or apartment buildings, regardless of their background, beliefs, values, or attitudes.

The Student agrees to accept responsibility and be held accountable for his or her actions, for proper use and care of the residential facility, assigned space, common areas, and all other College property, and for the action of his or her guest(s). The student should ensure guests comply with all College policies outlined in this Housing Agreement and the Student Handbook.

Right to Enter

The College reserves the right to enter any residential space without Student permission or notification to conduct routine maintenance, housekeeping purposes, health and safety inspections, and damage inspections. Health and safety inspections will be conducted periodically each term with notice given at least 24 hours in advance. Authorized College personnel with reasonable belief that a violation of Federal, State, local, and College laws, rules, and regulations have occurred may enter Student's room without notice.

Personal Responsibility & Insurance

The College cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors, or for damage, theft, or loss of personal property, and the Student hereby releases the College, its trustees, officers, agents, faculty, and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss not caused by the College's gross negligence or intentional act or omission. The College will not reimburse Student or his or her parents for damaged, lost, or stolen personal property. Students are encouraged to protect themselves from loss by purchasing appropriate insurance. Students should review any homeowner's policy that Student's family might have to determine whether the contents of Student's College room are already covered or could be covered with a relatively inexpensive policy rider. Student may also consider an inexpensive renter's insurance policy. Information on renter's insurance is provided to all students at the time of application and upon request.

Waiver and Severability

No delay or failure to exercise any right or power granted under the Housing Agreement shall impair any such right or power or be construed to be a waiver thereof. If any term or provision, or any portion thereof, of this Housing Agreement is declared invalid or unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

The undersigned hereby registers for the use and occupancy of a Birmingham-Southern College residential space, subject to the terms and conditions of the Housing Agreement prescribed by Birmingham-Southern College. The undersigned Student certifies understanding of the above items and his or her obligations under the complete Agreement as listed in the Birmingham-Southern College Student Handbook.