



**Office of Residence Life
Merrimack College Residency Agreement
2014-2015**

This document (the "Agreement" or "Residency Agreement") sets forth the terms and conditions under which a student (the "Student") may occupy space in Merrimack College (the "College") owned buildings (townhouses, residence halls, apartments). The College hereby grants permission to occupy space ("rental period") as assigned in a College residence commencing in accordance with the College's Academic/Administrative calendar and continuing until not later than the end of the College Academic/Administrative calendar for each semester in academic year 2014-2015. The rental period for each semester does not include the days when classes are officially not in session.

Eligibility

Only full time enrolled students of Merrimack College are eligible for housing. The College may choose to offer housing to others. Individual housing eligibility is non-transferable.

Terms of Contract

This Agreement shall be effective during the 2014-2015 academic year, excluding all College break periods. Students will not be permitted to return to campus before the scheduled dates as outlined in the 2014-2015 Academic/Administrative calendar. This Agreement does not include room and board during the semester break, or during official College holidays, at which time the residence areas shall be closed and no contract food service shall be available. The official College holidays are Thanksgiving break, Christmas/end of semester break, Spring break, and Easter break. College holiday periods are subject to change upon reasonable notice by the College. An additional fee will be charged for time not included in this Agreement and a student may remain in the residence areas only with the express prior written permission of the Director of Residence Life or his/her designee. **The Merrimack College Residency Agreement is a legally binding agreement and is in effect for the full period of dates as listed in this agreement.** However Merrimack College Residence Life recognizes that students may experience unforeseen or extenuating circumstances that are beyond their control, which may affect their ability to honor the Agreement terms and conditions. Circumstances that may be considered for a release from the Merrimack College Residency Agreement include (but are not limited to) extreme and unforeseen medical circumstances; financial hardship (that developed since moving into College owned housing); and military deployment. Students who are unable to honor the Agreement terms and conditions may complete a Petition for Release from this Residency Agreement which will be reviewed by a committee.

Assignment of Housing Space

This Agreement does not guarantee specific halls, rooms or roommates and the College reserves the right to assign or re-assign residents to other rooms in the best interest of the residence community or to make effective and efficient use of available space. The College also may cancel this Agreement at any time in response to students found in violation of the Student Conduct Code or if a student poses danger to themselves or others as determined by the Vice President for Mission and Student Affairs or his/her designee. The College reserves the right to assign a student to any empty space in a residence or other suitable facility designated as a residence area. There is a one week freeze on room changes at the beginning of each semester.

Payment of Fees

Room and Board charges must be paid in accordance with the fee payment schedule established by the College. This includes the five hundred dollar (\$500) room reservation deposit that is payable each spring semester for the following academic year and is credited to the student's account in the spring.

Damage Deposits and Damage Billing

Students must pay a one hundred dollar (\$100) damage deposit, which is charged each fall semester, and credited at the end of each spring semester. The deposit is refundable at the end of the year, or withdrawal, if approved, less any charges against the student. The College reserves the right to charge the cost of repairs or replacement for damage in a residence among all students of that residence if specific responsibility can not be determined.

Schedule of Refunds

Students who are approved to be released from this Agreement should refer to the Merrimack College Catalog or Student Handbook to determine if they are entitled to any College fees or refunds.

Condition of Room

Each student is responsible for the care and the use of their assigned space. The resident must observe all rules and regulations contained in the Merrimack College Student Handbook and any other published rules, policies or procedures that have been promulgated by the College, which are incorporated herein by reference and made a part of this Agreement. Any requests for repairs and maintenance due to normal wear and tear should be directed to the College, with the costs of such repairs being the responsibility of the College. Students may not perform repair work on College property. By signing this contract, students will be guaranteed certain furniture including a bed, desk, and a dresser within a room on campus. Furniture owned by the College may not be removed from the room. Furniture and drapes owned by the Student must be fire retardant according to the California Bureau of Home Furnishings Technical Bulletin 117 and approved by the College.

Inspection of Room

The College reserves the right to inspect a student's room and belongings. The Student agrees that authorized College personnel or authorized agents of the College may enter a student's room whenever there is reasonable cause concerning the safety, health and well being of the individual residents; if there is reasonable suspicion that a violation of College policy is occurring; to perform damage assessments and/or repairs; and to inspect for fire safety violations; or for other reasons. When feasible, the student will be notified in advance of any such inspection. College officials, including college police officers, will have access to lobbies, hallways and other common areas for inspections and patrol, with or without advance notice.

Non-Liability for Student Property

The College shall not be liable for any damage to or loss/theft of any student's personal property due to any cause whatsoever, nor for the failure or interruption of utilities or computer or internet systems. The College does not carry insurance on the personal property of its students and students are strongly encouraged to have their personal property covered by their own insurance (homeowners or renters).

College Policies

Students are expected to comply with all rules and regulations of the College. Each student is responsible for being familiar with College rules and procedures including, but not limited to those specified in the Student Handbook.

Meal Plan

By signing this Agreement, the Student agrees that the Meal Plan may only be used by the student executing this Agreement and, therefore no person may lend his or her meal card to another individual. Students living in traditional residences must sign up for a "19," "13 Plus" or "9 Plus" Meal Plan option. Students living in the apartments must maintain at least a "5" Meal Plan. Request for Meal Plan changes must be made by the end of the first week of classes for each semester via myMack.

Payment Provisions

Exact payment due dates and prices are provided by the Bursar's Office and are published in the Student Handbook and college catalog.

I have read, understand and agree to the terms of this Residency Agreement. **I understand this Agreement is a legally binding document effective during the 2014-2015 academic year.** I allow the College to release my name, address, and telephone to my prospective roommates.