

Framingham State University

Residence Hall License Agreement for Summer 2022

Terms and Conditions

1. TERM: The term of this Residence Hall License Agreement is for the entirety of the 2022 summer session(s) selected on the application. and shall terminate on the day of the summer session selected by the resident and documented in the Summer Housing Application. This Agreement is non-transferable and is only valid for the Summer 2022 term. Each resident will be held responsible for the complete payment of room charges for either the summer, or the pro- rated balance if the student is accepted as a resident after the start thereof, or except as otherwise provided herein.

2. FINANCIAL OBLIGATION: The resident will not be allowed to take residence in a Framingham State residence hall until all applicable financial obligations have been paid in full, or is otherwise approved and in good standing as determined by the Director of Student Accounts in consideration of financial aid, approved payment plans or other factors deemed pertinent by the Director of Student Accounts. Failure to pay obligations on the date indicated on the statement of charges may result in loss of residence hall space. Financial obligations include:

a. Housing Reservation and Damage Deposit: A Housing Damage and Reservation Deposit of \$100 is payable upon receipt of application or posting of statement of charges from Framingham State. *The housing damage and reservation deposit is non-refundable and non-transferable, unless Framingham State is unable to provide housing or refuses occupancy.* If the student remains in housing for the full term of this Agreement the paid housing damage and reservation deposit will be credited to the student's account after the term of occupancy less any room, floor and/or hall damage charges have been assessed.

b. Dates Payable: Upon receipt of statement of charges from the University all payments must be paid in accordance with University procedures and as outlined by the Office of Student Accounts *All About Tuition and Fees for the Day Division* publication. Payments are accepted online, in person at the Student Services Center, or by mail.

c. Room Fee: Room rate are subject to change during the term of this Agreement upon approval of the University. All room fees are listed in the Summer Housing Application.

3. ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE: Subject to the requirements of paragraph 4, this Agreement becomes effective when signed by the student and, if necessary, the student's parent/guardian). Signature

may be completed electronically with submission of the housing application, or by hand, and received by Framingham State. The signature of the student on the Residence Hall License Agreement signifies that the student has read the terms and conditions stated herein and agrees to abide and be bound by all terms and policies specified in this Agreement and each and every other policy or regulation issued by Framingham State regarding residential living.

4. HOUSING ASSIGNMENT REQUIREMENTS: Residents are required to complete the housing application and sign the Residence Hall License Agreement to receive a housing assignment. In addition, health forms and immunization requirements as instructed by the FSU Health Center are expected to be completed prior to the student taking occupancy.

5. FAILURE TO PAY REQUIRED FEES: In the event that any of the fees required herein remain overdue or unpaid Framingham State reserves the right to withhold the resident's diploma for the academic year referred to in this Agreement; the remainder of the room deposit and damage deposit; and/or to refuse to register the resident as a student; grant housing for any future semesters; and/or take any other actions related to unpaid obligations in accordance with University policies or procedures.

6. REFUND ON ROOM CHARGES: Prior to the first day of the summer session a student who (a) has not taken occupancy; and, (b) withdraws from summer housing by providing written notice to the Associate Dean of Students, Student Life will be removed from summer housing and have applicable charges cancelled less a \$150 housing reservation cancellation charge.

Residents who are required to leave residency due to disciplinary sanctions related to a Framingham State student conduct decision; involuntary withdrawal; failure to maintain eligibility; or, termination of this Agreement for behavioral reasons, are not eligible for a refund of room charges.

7. DAMAGE DEPOSIT: The resident is responsible for the condition of resident's assigned room and should carefully document the condition of the room on the Room Inventory Form (provided by Framingham State at check-in) at the beginning and end of occupancy. At the end of occupancy Residence Life staff will inspect the room and hall for damages. Students will be responsible for lack of cleanliness, theft, replacement costs for loss of assigned Framingham State property, and cost of damages not attributed to normal wear and tear. In rooms with more than one occupant the charges will be divided equally among all occupants unless clear documentation exists proving that only certain individual(s) should be held accountable. Damage occurring in common areas and not attributable to specific persons will result in charges that are equally distributed among community members.

8. BEHAVIOR: Residents are accountable for any behavior that infringes

on individual and group rights and/or jeopardizes the health and safety of individuals and property. All residents must abide by the regulations in this Agreement, as well as Framingham State policies (as outlined in the Framingham State *Ram Student Handbook; Guide to Residence Living; and/or other official publications and notices*) and local, State and Federal laws and regulations. Behavior in violation of policies or regulations may result in the resident's dismissal from the residence halls and/or other sanctions in accordance with Framingham State administrative procedures. Residents who are required to leave residency due to disciplinary sanctions related to a Framingham State policy violation or termination of this Agreement for behavioral reasons are not eligible for a refund of room or meal plan charges. Residents are responsible for the behavior of their guests and a guest's behavior will be imputed to the host resident.

9. MEDICAL/PSYCHOLOGICAL SITUATIONS: The Associate Dean of Students, Student Life reserves the right to take any necessary and appropriate action to protect the safety and well-being of the residence hall community and its members. This right includes the right to terminate this Agreement in conjunction with a voluntary or involuntary leave of absence, and/or for sufficient medical or psychological reasons. Re-admission to housing is subject to the approval of the Associate Dean of Students, Student Life.

10. ENTRY TO RESIDENT ROOMS: Authorized Framingham State personnel may enter resident rooms without notice for the following reasons: maintenance and housekeeping purposes, fire, health and safety inspections, inspection for damage, vacation closing inspections, and for other emergency purposes. Framingham State also reserves the right to enter a resident's room if there is a reasonable cause to believe that a violation of Framingham State policies, rules or regulations is taking place. If there is some specific reason to suspect that a criminal offense has taken place or that evidence of such an offense may be secured in a room, Framingham State personnel will enter the room only with the resident's permission or pursuant to a warrant. If in the course of any entry made pursuant to this paragraph 12, illegal materials are found in plain view, they will be removed and the affected resident(s) will be notified of the confiscation and face possible disciplinary action.

11. PERSONAL PROPERTY: Residents are responsible for their personal belongings. Except as required by law, Framingham State does not assume responsibility for loss of, or damages to, personal articles by fire, theft or any other cause. The Office of Residence Life and Housing recommends that each student acquire insurance coverage for their personal belongings. Personal property left after the student has vacated the room will be considered discarded.

12. CLEANLINESS: As a condition of residency, residents are responsible

for the cleanliness of their rooms and must maintain reasonable sanitation and safety standards. Personal hygiene supplies (e.g. toothpaste, soap, towels, shampoo, etc.) are not provided by the University. Residents agree to remove waste materials from their assigned space regularly. Students are responsible for cleaning their rooms. If the University must clean the room, an appropriate charge will be assessed to the resident.

13. ANIMALS: For health and safety reasons, no animals or pets, with the exception of tropical fish or goldfish in a tank of 10 gallons or smaller, are permitted within the residence halls. Service dogs and support animals that assist residents with disabilities, and approved by the Disability Services Coordinator, are permitted in the residence halls, subject to approval and in accordance with University policies.

14. FOOD SERVICE: There is no food service available on campus during the summer term. Students will be responsible for providing their own food.

15. KEYS: Keys will be issued at the beginning of occupancy and must be returned upon termination of this Agreement. Residents should maintain possession of room keys at all times. No resident student is permitted to lend issued key(s) to another person. Failure to return a key will result in a lock change with the cost assessed to the student. Lost keys must be reported immediately to a residence hall staff member. Tampering with locks, theft, duplication of University issued keys, or unauthorized use or possession of any key to a Framingham State facility is prohibited and will result in disciplinary action.

16. HEALTH SERVICES: All residents are required to have documentation on file with the Health Center that includes health forms documenting an up-to-date physical examination and medical history and all required health related immunizations and records. In addition, health insurance is a requirement for all residents.

17. GUESTS: Residents are permitted to host guests and visitors in accordance with the Guest Policy as outlined in the *Guide to Residence Living and as permitted through official written notifications* including COVID-19 policies. Residents are responsible for the behavior of their guests and visitors.

18. OVERNIGHT GUESTS: When allowed, overnight guests must be approved by the host and all roommate(s). The host resident is responsible for the actions of resident's guest(s). Guests must be escorted by their host at all times and be hosted in compliance with the Guest Policy in the *Guide to Residence Living*.

19. PARKING: All residents are bound by Framingham State parking regulations. These regulations are available at the Framingham State University Police Department. Resident students are not guaranteed parking privileges.

20. ALCOHOL AND DRUGS: The alcohol and drug policies as defined in the Framingham State *RAM Student Handbook* and the *Guide to Residence Living* are in effect in the residence halls.

21. WEAPONS: The possession or maintenance of firearms and weapons of any nature or description (fireworks, any other device of an explosive nature, guns, bows, arrows, crossbows, slingshots, or any other instrument that could be considered a weapon) is prohibited in or about the residence halls.

22. FIRE SAFETY: Tampering with firefighting equipment (smoke/heat detectors, fire extinguishers, pull stations and fire horns), turning in false alarms, making bomb threats or other behavior which creates a fire safety danger may result in immediate suspension from the residence halls. Fire doors are clearly labeled and alarmed and are not to be used except in an emergency or during the sounding of the fire alarm. Any individual found responsible for improperly using or tampering with a fire door will face disciplinary action. Hallways, stairwells, doorways, emergency exits and entryways must be clear at all times. Other fire safety policies as defined in the *RAM Student Handbook* and the *Guide to Residence Living* will be enforced in the residence halls.

23. SOLICITATIONS: Commercial activities, solicitations, or advertisements are not permitted in the buildings or on the grounds of the Framingham State residence halls.

24. USE AND TREATMENT OF PREMISES: No objects may be dropped or thrown from windows. Residents may not enter upon, cross or use rooftops or fire escapes (except to escape fire) in any manner. Lounge furniture may not be moved to resident rooms. Removing window screens and/or sitting on windowsills or leaning out of windows is prohibited.

25. REASSIGNMENT OF ROOM: Framingham State reserves the right to reassign residents to another space or residence hall or assign another student to a vacant space in a room at any time during the occupancy for reasons deemed sufficient by the University. This Agreement will remain in effect and will apply to the resident's occupancy of that other space. Students who reside in areas designated for persons with disabilities may be

relocated when it is assigned to someone who requires the space to accommodate a disability.

A resident assigned to a multiple occupancy room with a vacancy may not occupy the vacant bed, dresser, desk or wardrobe which must be maintained for a new assigned occupant. Failure to maintain the vacancy for a new occupant may result in resident incurring housing premium charge for a double-as-single room or be relocated to another space or residence hall.

26. RIGHT TO INCREASE OCCUPANCY: Framingham State reserves the right to increase room occupancy as long as such increase conforms to prevailing occupancy and health standards. In the event Framingham State does increase room occupancy and the residents of increased occupancy areas do not have all the furniture provided under normal circumstances, the room fee will be reduced by 20%, beginning when the occupancy is increased and continuing until the room is no longer required to remain at increased occupancy.

27. NON-DISCRIMINATION POLICY: Framingham State does not unlawfully discriminate in admission or access to, or treatment or employment in, its educational programs and activities on the basis of race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status in housing or in the assignment of persons as roommates. The full Framingham State University Notice of Non-Discrimination and Diversity is published in the *RAM Student Handbook*.

28. VIOLATIONS OF THE AGREEMENT: Framingham State, in its sole discretion, will determine if you are in violation of this Agreement. Violations of this Agreement include, but are not limited to: 1) failure to make payment of required charges by announced deadlines; 2) a change in your student status, including academic or disciplinary sanctions; 3) failure to attend classes; 4) failure to retain your status as a degree-seeking student; 5) failure to comply with state or federal laws, residence hall policies and regulations, or rules and regulations as described in the *RAM Student Handbook*, the *Guide to Residence Living*, this Agreement, or any other published rules and regulations of Framingham State; 6) failure to admit an officer or agent of the University for reasonable inspection of the room for

health, safety, or sanitation standards; 7) failure to comply with the direction or order issued by any officer of the University; 8) possession, sale or use of illicit drugs; 9) tampering with fire safety equipment or otherwise endangering the safety and/or security of any person; 10) failure to occupy the assigned space by the established deadlines for each semester; 11) making a false statement or misrepresentation on any information provided to Framingham State, including, but not limited to, the housing application; 12) Residents are responsible for the actions of their guests, and any guest's violation of this Agreement, Framingham State policies, or state or federal laws will be imputed to the resident.

29. TERMINATION OF AGREEMENT:

a. Contract Termination by Framingham State: In the event of factors beyond its control, Framingham State reserves the right to alter or terminate this Agreement. A pro rata adjustment will be made in the event of such a termination. Framingham State, in its sole discretion, can also terminate this Agreement at any time if the resident is in violation of the Agreement. Should this Agreement be terminated, the resident will be required to vacate the residence hall immediately unless special permission, in writing, has been obtained from the Associate Dean of Students, Student Life or designee. In the event that resident does not vacate within the allowed time period, the lock will be replaced at resident's expense, and any property remaining in the residence hall room or building may be treated as discarded property and disposed of or stored and held under limited access. All charges for removal, disposal and storage will be assessed to the resident. Termination for violation of the Agreement will result in the resident being liable for all charges assessed during the term of this Agreement and financial responsibility for any damages.

b. Contract Termination by the Resident: The resident may request to terminate this Agreement by submitting written notification to the Associate Dean of Students, Student Life in the Office of Residence Life and Housing. If the resident has occupied an assigned space, the resident must vacate the space and follow proper check-out procedures as published in the *RAM Student Handbook* and/or the *Guide to Residence Living* before the Agreement will be terminated. Occupancy is defined by issuance of a key to the resident student for a specified room and does not require actual physical presence by student and/or student's possessions. Failure to check-out properly will result in a \$25 charge for resulting administrative costs. Residents must contact the Office of Residence Life and Housing directly to terminate this Agreement. Residents who withdraw from the Residence Hall License Agreement

remain liable for room and board charges for the term of the Agreement, except as provided for in paragraph 7 of Terms and Conditions of this Residence Hall License Agreement.

30. REMEDIES. If you are in violation of this Agreement and Framingham State elects not to terminate the Agreement, Framingham State can, without demand or notice (other than as provided in this paragraph), in addition to other remedies allowed by law: a. Collect any fines imposed by this Agreement; b. Sue to collect past due charges, fees and any other damages we have incurred because of your violating the Agreement; c. Terminate your right to occupy the premises, but not terminate the License Agreement or end your monetary obligation for the premises by giving you written notice providing 24 hours for you to leave; d. Sue to collect all unpaid charges, fees and other sums which would become due until the ending date of the Agreement or until another person takes occupancy (and then, Framingham State can still recover from you the difference between the charges you were supposed to pay and the charges paid by the new resident together with the Housing Reservation Deposit of \$150.00); e. Report all violations to credit reporting agencies; f. Accelerate the remainder of sums due under this Agreement through the ending date; and g. Do any combination of a, b, c, d, e, or f; however, if the default solely relates to your failure to move in, Framingham State will credit back prepaid room charges if a replacement resident approved by us takes occupancy on the Starting Date and in accordance with paragraph 7 of this Agreement. Agreement violations, including failure to pay any sums due, may also subject you to sanctions by Framingham State, which may prevent you from enrolling at Framingham State, and for so long as any such sums remain overdue or unpaid, from obtaining diplomas. All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

31. CUMULATIVE REMEDIES. The exercise of any remedy by Framingham State shall not be taken to exclude or waive the right to exercise any other right or remedy which Framingham State might have.

32. ADDENDA. Housing rules, policies, and/or regulations appearing in the most recent *RAM Student Handbook* and/or *Guide to Residence Living*, or as revised and published from time to time by Framingham State, and attached Addendum 1, COVID-19 Residence Life Release and Acknowledgement, are made a part of this *Residence Hall License Agreement*.

ADDENDUM 1 – COVID-19 Residence Life Release and Acknowledgement

Massachusetts is fighting the novel coronavirus, COVID-19, a highly infectious, life-threatening disease declared to be a global pandemic. There currently is no known treatment, cure or vaccine for COVID-19. The disease may be contracted through contact with infected persons who may be asymptomatic, or from contact with the virus left on surfaces. In accordance with the recommendations and guidance of the Centers for Disease Control (“CDC”) and the Massachusetts Department of Health, as well as the guidance provided in Massachusetts’s Safe on Campus Guide^[1] and COVID-19 Higher Education Control Plan², the University has taken steps to limit the spread of COVID-19, but the health and safety of the community depend upon all its members accepting the shared risk associated with the disease.

Aware of the contagiousness of COVID-19 within society and the inherent risks of being exposed to a person who may be infected with the disease, I am voluntarily returning to the Framingham State University campus to live in the residence halls and assuming the risk that I may be exposed to COVID-19 upon my return, including the possibility that exposure or infection may result in illness, permanent disability and/or even death. I acknowledge that in choosing to return to campus to live in the residence halls, I have relied on my own judgment in assessing the safety of, or risks associated with returning to campus.

I acknowledge that it may not be possible for the University to limit all potential sources of COVID-19 infection, and that the risk of exposure to or infection with COVID-19 in the residence halls may result from the actions, omissions, or negligence of myself and others, including, but not limited to, University trustees, employees, agents, contractors, volunteers, and students. I understand that the University is an open campus, which necessarily limits the University’s ability to control students and visitors to the campus.

I acknowledge that, should a semester on campus be interrupted by COVID-19 so as to preclude continued residence on campus, students living in a residence hall, who move out completely, will receive a pro-rated adjustment of their room and board costs for the remainder of the semester in progress. Any resulting credit will be applied to any outstanding balance owed to the University first for this or other charges; if the adjustment results in an over-payment on the account, then a refund will be issued.

I understand that the safety of the campus community in respect to COVID-19 is a shared risk and that all community members must do their part to

contribute to the health and safety of the community. To that end, I understand that the University has implemented certain policies and regulations intended to mitigate the potential spread of COVID-19 in the residence halls, and the University may update or revise these policies and regulations at any time in response to new information, recommendations or guidance from the CDC or Massachusetts Department of Health. I agree that I will comply with all rules and precautions mandated by the University, including, but not limited to, wearing a face covering, washing/sanitizing my hands, social distancing, monitoring of symptoms and self-reporting of symptoms or a positive COVID diagnosis, compliance with FSU COVID-19 testing and contact tracing initiatives, isolation and self-quarantine guidelines, and compliance with policies and guidelines outlined in the RAM Student Handbook, The Guide to Residence Living, the FSU Student Community Health Commitment and in other official Framingham State University publications and postings. In addition, I agree to place myself in isolation and/or quarantine if recommended and to observe quarantine and medical isolation guidelines.

I understand that should I fail to comply with the University's policies and regulations regarding COVID-19, I will be in violation of the University's Student Code of Conduct and the Residence Hall License Agreement and related documents. As a result, I could be subject to sanctions up to and including immediate removal from the residence halls and expulsion from the University. I acknowledge that should I be required to vacate a residence hall as a result of my failure to comply with the University's policies and regulations regarding the COVID-19 pandemic, I shall not be entitled to any refund of my room and board payment.

I agree to comply with public health requirements, including travel, isolation and self-quarantine requirements on or off campus.

Finally, I release the University, its trustees, officers, employees, agents, and contractors from any and all legal responsibility associated with exposure to COVID-19, including, but not limited to, any personal injury, disability, illness, damage, or death, whether such exposure occurs before, during or after I move into a residence hall. I also agree, on behalf of myself, my personal representatives, and heirs not to make any kind of legal or equitable claim against the University, or any of its trustees, officers, employees, agents, or contractors with respect to any exposure to COVID-19, regardless of how such exposure occurs.

I have read and understand this agreement and I am aware that by signing this agreement I may be waiving certain legal rights, including the right to sue. This agreement shall be binding upon me

and my heirs, legal representatives and assigns, and shall inure to the benefit of the University and its successors and assigns.

[\[1\]](#) ON May 22, 2020. Massachusetts finalized and released a Safe on Campus: Considerations and Checklist to Guide Massachusetts Colleges and Universities in Planning for a Safe Repopulation of Their Campus.

² Massachusetts finalized and released a COVID-19 Higher Education Control Plan in conjunction with Phase 3 Guidance in its plan Reopening: Higher Education.

Framingham State University
Residence Hall License Agreement for Summer 2022

Please acknowledge that you have read, understand, and agree to the terms and conditions of this Agreement by completing the sections below:

Resident's Name (print): _____

Student ID #: _____

Date of Birth: ____/____/____

Signature of Resident: _____

Date: ____ / ____ / ____

Signature and Name of Parent/Guardian (only needed if resident is under the age of 18):

Date: ____ / ____ / ____

The completed, signed form is to be hand delivered or sent to the Office of Residence Life and Housing via the options listed below.

Fax: 508-626-4638

Email: residencelife@framingham.edu (*only accepted from FSU student email account*)

US Mail:

Office of Residence Life and Housing

Framingham State University

100 State Street

PO Box 9101

Framingham, MA 01701-9101