



KNOLLCREST EAST APARTMENT AGREEMENT 2020-2021

The housing terms specified below constitute the terms of an agreement between Calvin University and the student. The agreement does not create a landlord-tenant relationship.

Dates of Agreement

The following calendar information clarifies the dates covered by the Terms of the Agreement. The opening date and time for the above academic year is Thursday, August 27, 2020, at 9:00 a.m. for transfer students and Friday, August 28, 2020, at 9:00 a.m. for returning students. Students staying in housing over Christmas break will be required to register with the housing office. Students leaving on-campus housing after interim must be checked out by noon, Wednesday, January 27, 2021. Those moving in for second semester may move in on Thursday, January 28, 2021, after 2:00 p.m. Students must check out for the school year by 10:00 a.m. on May 21, 2021, or within 24 hours of their last exam, whichever is earlier. However, graduating seniors may remain until Monday, May 24, 2021, at 10:00 a.m.

Terms of Agreement

The Student Agrees to the Following:

- a. Maintain a lifestyle guided by Biblical principles and reflecting a Christian commitment.
- b. Pay Calvin University the sum stated in exchange for living accommodations and meals.
- c. Become familiar with and adhere to all regulations of the university and governing bodies of Knollcrest East as stated in the Student Conduct Code and Knollcrest East Resource Guide.
- d. Cooperate with staff members in carrying out the aims of Calvin University and Knollcrest East.
- e. Maintain full-time enrollment during the regular semester as well as Interim. Students who are not enrolled for at least 3 credits during interim but wish to live on campus must communicate their plans with the area coordinator. The area coordinator is authorized to make residency decisions for students not taking classes but involved in area internships, independent study, and in some cases, work situations.
- f. Not to assign or transfer any of student's rights under this contract or allow any other person to reside in the room, other than the roommate assigned by the university.
- g. Comply with all federal, state and local laws.

The University Reserves the Right to the Following:

- a. Hold residents of Knollcrest East responsible for damage and losses to apartment property.
- b. Make any reassignment or adjustment in accommodations deemed necessary by the staff. If someone in an apartment cancels, the university will assign another person to the apartment but will not exceed four residents per apartment, except in cases where students

apply as a group of five. The university also reserves the right to control use of rooms in event of an event of Force Majeure (defined below) and, after prior notification of the student, to use the rooms during the regular university recesses.

- c. Make routine room inspections upon proper notification in advance by the area coordinator.
- d. Enter student rooms without prior notification and/or permission when there is good reason to believe there is a violation of university or state regulations or laws or for maintenance purposes during university vacation periods.
- e. Cancel the agreement if a student does not maintain full-time enrollment (a minimum of 12 semester hours) or does not attend classes regularly.
- f. Amend this Contract from time to time as is deemed necessary by the university.

Restrictions

Taking into consideration respect for fellow residents and university property and considering standards of behavior Calvin University expects of its students, the university prohibits the following in Knollcrest East. This list is not exhaustive; items not included here but listed in the Knollcrest East Living booklet also constitute terms of this agreement.

- a. Use of rooms or facilities in Knollcrest East for any commercial purposes whatsoever.
- b. Soliciting, peddling, or vending of all types and distribution of literature by residents or outsiders without approval of the dean of residence life.
- c. Use or possession of firearms, fireworks, or explosives of any sort.
- d. Use or possession of other weapons, including knives, switchblades, air rifles, BB guns, paint-ball guns, potato launchers, slingshots, and similar devices.
- e. Possession of mercury thermometer or other toxic or hazardous chemicals.
- f. Possession of alcoholic beverage containers, use or possession of alcoholic beverages, illegal drugs, or drug paraphernalia.
- g. Presence in an apartment or room in which alcohol is present and/or being consumed.
- h. Engaging in conduct promoting sexual intimacy—i.e., nudity, partial undress, lying or sleeping in bed together.
- i. Inappropriate or offensive posters or room decorations.
- j. Degrading, hurtful, or offensive language.
- k. Weight lifting equipment and water beds in student rooms.
- l. Installations of outside aerials.
- m. The housing of birds, cats, dogs, and all other pets (except fish).
- n. Removal of window screens.
- o. Use of drum sets. Electric guitars or any amplified instruments must be used within noise guidelines or they will need to be removed.
- p. Removal of or tampering with smoke detectors or room accessories (draperies, doors, or any other items fastened with hardware).
- q. Removal of any university furniture from student rooms and/or disassembling of furniture.
- r. Balcony decorations deemed inappropriate by the Knollcrest East Area Coordinator.
- s. Smoking of any tobacco product, including cigars, cigarettes, pipes or other heated smoking equipment.
- t. Vaping.
- u. Possession, cultivation, distribution or sale of marijuana or any marijuana based products.
- v. Smoking, ingestion or other consumption of marijuana or any marijuana based products.

This list is not exhaustive; items not included here, but listed in the Knollcrest East Resource Guide also constitute terms of this contract. In

addition, the university staff reserves the right to regulate any activity or property used in Knollcrest East that may threaten the health, safety, or well-being of the residents or damage building property. The university also reserves the right to regulate the outward appearance of Knollcrest East. Further expectations of resident students are described in detail in the Knollcrest East Living booklet, distributed to all residents. The university reserves the right to add restrictions and/or amend these restrictions at any time, in its sole discretion. The university may charge the student a fee of \$100 for each violation of any of the foregoing restrictions, in addition to any other remedies available to the university.

Apartment Accommodations

Apartment furnishings include beds, desks, chairs, bookcase, kitchen table or counter eating area, dressers, wastebaskets and mattress pads. These furnishings are not to be removed from the student's apartment. The students must provide their own sheets (extra-long twin), blankets, bedspreads, towels, washcloths, and pillows.

Meal plans are not required in the apartments. However, students may choose to purchase a "Community Dining Plan." Available only to students not living in the residence halls, the Community Dining Plan can be used in the Commons or Knollcrest Dining Halls. Community dining meals may be used by the purchaser and his/her guests. If a student uses all his/her community dining meals, additional blocks of 10 meals may be purchased through the housing office.

Community Dining Plan Refund/Cancellation Policy:

The Community Dining Plan is not refundable after the first two weeks of each semester, and unused meals at the end of each semester will be forfeited (Fall semester plans will expire the last day of interim classes).

Community Dining Plans may be shared with others as listed above, but the university considers any tampering with a university ID or unauthorized use to be a serious offense for which a student will receive a fine and be referred to the Director of Student Conduct.

Room and Board Fee

The fee for room and board is payable by mail or at the financial services office at the beginning of each semester, or according to a schedule of monthly payments and due dates established by the university.

Room Refund Rate

Room refunds shall be in the following amounts for the applicable time periods:

- Calendar days 1-10 of the semester: 90% refund
- Calendar days 11-24 of the semester: 70% refund
- Calendar days 25-31 of the semester: 50% refund
- Calendar days 32 – 56 of the semester: 30% refund
- Calendar days 57 – 75 of the semester: 10% refund
- Calendar days 76 or more: 0% (no refund)

For purposes of this refund schedule, the first calendar day shall mean the earliest day on which apartments are available for occupancy for the applicable semester as announced by the university.

Interim Housing Rate for Interim Only Students

Most students are here for fall semester or spring semester (or both), and thus have no additional room & board charge for interim (interim is included when you are here for either or both semesters). If a

student is not living on campus for fall or spring semester, however, there is an interim-only room & board charge.

- Residence Halls: \$1,050 (includes 40 meals (the Gold Plan for interim only))
- KE: \$450 (does not include meals)

No refunds shall be given for interim room charges.

Keys/Building Access Cards

A resident is issued a key when moving into Knollcrest East. This key is returned to the university when the resident moves out of Knollcrest East. A charge of \$25 per key is assessed for lost keys and keys not returned. For security purposes, a card access system for Knollcrest East is in place. This card is also your ID /meal card. The replacement cost for a lost ID is \$25.

Housing Damage and Cleaning Charges

When a student leaves campus housing, for whatever reason, a final check-out will be done by Residence Life staff. Students are asked to thoroughly clean and restore their room/apartment to its original arrangement. Failure to properly check out or clean the room will result in cleaning charges and fines, up to \$200, charged to the occupant's miscellaneous account with Financial Services.

Any damage to, or loss of, university property (excluding incidental wear and tear) will also be charged to a student's miscellaneous account, when the damage occurs or as part of the final check-out process each year. This includes, but is not limited to, damage caused by the student to any hallways, stairways, common restrooms, lounges, and other common areas.

Breaking an Apartment Agreement

Full-time students who remain at Calvin may not break an apartment agreement unless given permission by the residence life office or Knollcrest East area coordinator.

If permission is granted, students will be charged a \$200 fee/person for breaking the agreement prior to May 25, 2020. After May 25, 2020 the fee will increase to \$400/person. Permission will only be given for extenuating circumstances.

Loss

The university is not in any way liable for the loss, theft, or damage to any property belonging to residents. The student is advised to obtain insurance to cover any such losses. The student agrees to cooperate with his/her roommate in the common protection of property. Apartment doors should be locked when the apartment is not occupied. Personal items left in the trunk rooms must be labeled properly and may be disposed of after a student leaves university housing.

Termination of Agreement

It is expected you will live in KE for the full 2020-2021 academic year unless studying abroad for a semester or graduating in December. Requests for agreement termination will be granted only in case of withdrawal from the university or upon special appeal approved by the Knollcrest East Area Coordinator or the residence life office.

The university may terminate this agreement and take possession of the apartment at any time for student's violation of any of the provisions herein; for student's violation of University regulations; for health, safety or social reasons; upon the occurrence of a Force Majeure event; or for any other reason deemed sufficient by the university. The university will take possession of the apartment within 24 hours after the occupant's withdrawal from the university.

Apartment Capacity is Four Students

Groups of three students or fewer may have additional students added **at any time** during the school year. The university reserves the right to fill each apartment to capacity. The university also reserves the right to consolidate similar apartment groups into one apartment. This would result in some students being reassigned to a different apartment.

Three Person Buyout

The three-person buyout is an option for groups interested in paying \$300 per person per semester to guarantee that a fourth person is not added to their apartment. All three members of the apartment must agree to this and all three will be charged. Three-person buyouts must be agreed to prior to apartment selection in February and will not be granted after apartment selection.

Force Majeure

"Force Majeure" shall mean the occurrence of any event beyond the reasonable control of the university including, but not limited to, Acts of God, natural disasters, casualty damage, an epidemic or pandemic, any state of emergency declared by any federal, state or local authority, any executive order issued by any federal, state or local official, riots, civil unrest, wars, acts of terrorism, extreme weather, etc. Any delay or failure of the university to perform its obligations under this contract shall be excused to the extent that the delay or failure was caused by an event of Force Majeure.

Miscellaneous

This contract supersedes all previous communications, representations or agreements, either oral or written. There are no representations, warranties, promises or obligations of the university except as set forth herein. This contract may only be amended in writing. No waiver by the university of any terms and conditions set forth herein shall be binding on the university unless the waiver is in writing and signed by an officer of the university. If any provision of this contract is ruled invalid or illegal, such ruling shall not affect the validity or enforceability of the remaining provisions herein.

Remedies

A breach by student of this contract shall enable the university to pursue any and all legal and equitable remedies, including termination of the contract. Additional remedies include, but are not limited to, denial of meal privileges; refusal to issue grade transcripts or degrees; denial of enrollment for subsequent course work; denial of future residence; and removal from student housing.

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