



TERMS OF RESIDENCE HALL AGREEMENT 2021-22

The terms specified below constitute a housing contract between Calvin University and the student. The contract does not create a landlord/tenant relationship. The contract is effective for the duration of an individual's full-time enrollment as a student under Calvin's residency requirement.

Residency Requirement

At Calvin, we believe that a residential environment is an important component of the university experience. As a result, first and second-year students not living with their parent(s) or legal guardian are required to reside in the Calvin University residence halls or apartments. Students at least 21 years of age, married students, or students who are two full years removed from their high school graduation date are permitted to reside off campus or may continue to live on-campus during their entire Calvin enrollment. Resident students are encouraged to participate in the various co-curricular programs and activities that are available in their halls.

Effective Dates of Contract

The following calendar information clarifies the dates covered by the Terms of Contract. The opening date and time for the above academic year is August 25, 2021 at 9:00 a.m. for new students; for returning students, it is August 27, 2021, at 9:00 a.m. On-campus housing closes on December 18, 2021 and reopens at 10:00 am on January 7, 2022. On-campus housing closes for Spring Break from 10:00 a.m. on February 26, 2022 to noon on March 6, 2022. Students must check out for the school year by 10:00 a.m. on April 29, 2022, or within 24 hours of their last exam, whichever is earlier. Resident Directors may make exceptions for special circumstances although there will be an added charge for each additional day outside of the days included.

Terms of Contract

The Student Agrees to the Following:

- a. Maintain a lifestyle guided by Biblical principles and reflecting a Christian commitment.
- b. Pay Calvin University the established room and board rate for each year of residency. Cost changes will be communicated to students in advance of each academic year.
- c. Become familiar with and adhere to all regulations of the university and governing bodies of the Residence Halls as stated in the Student Conduct Code and the Residence Hall Resource Guide.
- d. Maintain full-time enrollment during both semesters.
- e. Cooperate with staff members in carrying out the aims of Calvin University and the Residence Halls.
- 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 the Hall responsible for the damage and losses to Residence Hall property.
- b. Make any reassignment or adjustment in accommodations deemed necessary by the staff. The university also reserves the right to control use of the rooms upon 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 Residence Life staff.
- 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.
- e. Cancel the contract if a student does not maintain full-time enrollment (a minimum of 12 semester hours)
- 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 the Residence Halls:

- a. Use of rooms or facilities in Residence Halls 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 director 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, 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—e.g., nudity, partial undress, lying or sleeping in bed together.
- i. Inappropriate or offensive posters or room decorations.
- j. Weight lifting equipment, waterbeds, use of hot plates, and all small kitchen appliances (except for hot pots, and coffee pots) in student rooms. Refrigerators are permitted but must not be more than four feet in height.
- k. Installation of outside aerials.
- l. The housing of birds, cats, dogs, and all other pets (except fish).
- m. Removal of window screens.
- n. Use of drum sets. Electric guitars or any amplified instruments must be used within the noise guidelines or they will need to be removed.
- o. Incense, candles, wax heaters, or potpourri burners.
- p. Removal of or tampering with smoke detectors or room accessories (bulletin board, draperies, doors, or any other items fastened with hardware including beds).
- q. Removal of any university furniture from student rooms and/or disassembling of furniture (including beds).
- r. The construction of lofts, walls, and floors is prohibited.

- 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 Residence Hall Resource Guide also constitute terms of this contract. In addition, the university staff reserves the right to regulate any activity or property used in Residence Halls that may threaten the health, safety, or well-being of the residents or damage hall property. The university also reserves the right to regulate the outward appearance of residence halls. Further expectations of resident students are described in detail in the Residence Hall 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 published fines in the Resource Guide.

Room Accommodations

Room furnishings include beds, desks, chairs, dresser, and wastebaskets. These furnishings are not to be removed from the student's room. The student must provide his or her own sheets (extra-long twin), blankets, bedspreads, towels, washcloths, and pillows. Students may not bring additional materials into the room to loft beds. For safety, we recommend that for high bunks the beds be rotated so that the protective side arms of the frames face outward rather than toward a wall.

Board

The dining halls serve meals throughout the day, seven days a week, beginning the first day of the semester and continuing through the final examination period of each semester. School Vacations (Thanksgiving, winter break, spring break, summer) are not included in any of the dining plan options unless announced otherwise. The University shall be entitled to adjust meal hours and service locations.

Food service will be provided through meal plan options, as agreed upon by the University. Residential meal plans are assigned based on years completed at the University. First-year students in traditional housing are required to have the Calvin Core meal plan which provides 19 meals per week. First-year students can increase their plan to the Unlimited Meal Plan providing unlimited access to both dining halls. Returning students may choose between any of the Residential Meal Plans including the Unlimited, Core, Gold, & Maroon.

Students requesting a meal plan outside of the above parameters may submit an appeal within the first two weeks of the semester. Any appeals submitted after the first two weeks of the semester will be denied. Additional information may be required in order to process the student's request. Submitting an appeal is not an automatic change or release of meal plan obligations.

Requests to decrease a student's meal plan **within** the above parameters can only be made through the first two weeks of each semester. These requests will be processed within two business days of being submitted as long as the student provides all of the necessary information and the meal plan is allowed based on their housing assignment.

Meal plan changes increasing a student's meal plan can be made at any time prior to the end of the semester. Once a meal plan is upgraded the student may not change their meal plan again until the next semester.

Residential Meal Plans expire at the end of each semester. The remaining meals or Knight bucks associated with residential dining plans are not refunded at the end of the semester or rolled-over into the next semester.

Dining privileges are personal, non-transferable, and non-assignable. A \$35 fine will be charged to students involved in borrowing or lending a university ID for the purpose of accessing the dining halls. The university considers any tampering with a university ID 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 electronically, 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.

Breaking a Housing Contract

Full-time students who remain at Calvin may not break a housing contract unless given permission by the Director of Housing or Residence Life. If permission is not granted, the student will be charged full room and board for the duration of the contract. If permission is granted, students will be charged a \$400 fee for breaking the contract. Permission will only be given for extenuating circumstances. The university may terminate this contract and take possession of the room at any time for the student's violation of any of the provisions herein; for the 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 room within 24 hours after the occupant's withdrawal from the university.

Room & Board Refund Rate

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

- Calendar days 1-10 of the semester: 85% refund
- Calendar days 11-24 of the semester: 60% refund
- Calendar days 25-31 of the semester: 30% refund
- Calendar days 32 – 56 of the semester: 15% refund
- Calendar days 57 or more: 0% (no refund)

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

Keys/Building Access Cards

A resident is issued keys when moving into the residence hall. These keys are to be returned to the university when the resident moves out. A charge of \$25 per key is assessed for keys lost or not returned. For security purposes, a card access system for the Residence Halls is in place. This card will also be your ID/Meal card. The replacement costs 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 \$250, 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, common kitchens and other common areas.

Loss

It is understood that the university is not in any way liable for the loss, theft, or damage to any property belonging to the residents, whether such items are stored in their own rooms or in the hall trunk rooms. The student is advised to obtain insurance to cover any such losses. The student agrees to cooperate with his/her roommates in the common protection of property. Room doors should be locked when the room is not occupied.

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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