



KNOLLCREST EAST APARTMENT AGREEMENT 2021-2022

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 Wednesday, August 25, 2021, at 9:00 a.m. for transfer students and Friday, August 27, 2021, at 9:00 a.m. for returning students. Knollcrest East housing closes on Saturday, December 18. Students staying in housing over Christmas break will be required to register with the housing office. Those moving in for second semester may move in on Friday, January 7, 2022, after 10:00 a.m. 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. However, graduating seniors may remain until Monday, May 2, 2022, at 10:00 a.m. Calvin University may make exceptions for special circumstances although there will be an added charge for each additional day outside of the days included.

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 both semesters. 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 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—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 student must provide his or her own sheets (extra-long twin), blankets, bedspreads, towels, washcloths, and pillows.

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.

Meal plans are not required in the apartments and students can pay at the door using cash or credit. Students may choose to add a meal plan from any of the Residential or Community Dining Plans.

Community Dining Plans

Community dining plans can be purchased at any time during the semester and they will remain active as long as the student is enrolled at Calvin University. Requests for the cancellation of a community dining plan must be made within one week from the purchase date. Any knight bucks associated with the plan will expire at the end of the semester that they are purchased.

Residential Dining Plans

All Residential Dining Plans are available to Knollcrest East residents. These include the Unlimited, Core, Gold, & Maroon. These 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.

Knollcrest East residents can change or cancel their Residential Dining Plan by submitting a change request within the first two weeks of the semester. 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.

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 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: 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 apartments are available for occupancy for the applicable semester as announced by the university.

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 \$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, 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 2, 2021. After May 2, 2021 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 2021-2022 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 \$312.50 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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