EXPERIENCE. EXPLORE. EXCEL.

Office of Residence Life, 687 Mosser Road, Garrett College, McHenry, MD 21541 Phone 301-387-3749 Fax 301-387-3747

HOUSING APPLICATION AND CONTRACT 2017-2018

Please return the signed Housing Application and Contract along with a check or money order payable to **Garrett College** for \$225.00. The \$25.00 non-refundable application fee is payment for the required background check. The remaining \$200.00 Damage Deposit will remain on the student account until the student separates from the College. You may also call 301-387-3063 to pay by credit card.

* Applications received within two weeks prior to the start of the semester will be required to pay a \$40.00 non-refundable application fee for rush service on the required background check.

First Name	Last Name
DOB:/ S.S. #	Applying for:
Check all that apply: ☐ Male ☐ Female	Student Status: ☐ New Student ☐ Returning Student ☐ Transfer Student
Home Phone	Cell Phone
E-Mail address	
Present Permanent Address	
City	StateZIP
Length you have lived at this residence: From _	/ (month/year) To / (month/year)
If you have lived at present address less than one year	(12 months), please fill out Previous Address.
Previous Permanent Address	
City	StateZIP
Length you have lived at this residence: From _	/ (month/year) To / (month/year)
Room Selection:	Roommate Preferences:
Garrett Hall-Traditional	
(Mandatory Meal Plan Included)	
☐ Double Room + Silver -\$5,509 per year ☐ Double Room + Gold - \$6,109 per year	
Laker Hall-Apartment	Note: No guarantee is made that specified roommates will be assigned.
☐ Single Room - \$6,704 per year	
☐ Double Room - \$5,662 per year	FOR OFFICE USE ONLY
Laker Hall Add Meal Plan (optional)	Amount Received: Date:
*All meal plans are declining balance per semester. Silver - \$1,000 per semester Gold - \$1,300 per semester	Hall / Room Assignment:

IMPORTANT: Please read the following contract in its entirety; you must initial every page. Your signature indicates that you understand this contract is valid for one academic year and agree to the terms included in this contract.

Student Housing Information

Please complete the following so we can place you in the room that best suits you.

Check all that apply:			
Regarding cleanliness I am: □ Neat Freak □ Somewhat clean and tidy □ Messy			
I go to sleep: ☐ Before Midnight ☐ After Midnight ☐ Early Morning			
I wake up: ☐ Before 8am ☐ Before I 0am ☐ After noon			
Socially I am: ☐ Introvert/Quiet ☐ Extrovert/Social Butterfly ☐ Combination of Both			
You could describe me as: ☐ Busy/Loud ☐ Busy/Quiet ☐ Mellow/Loud ☐ Mellow/Quiet			
I would like a roommate that is: ☐ Busy/Loud ☐ Busy/Quiet ☐ Mellow/Loud ☐ Mellow/Quiet			
Do you smoke: ☐ Yes ☐ No			
Do you mind if your roommate smokes: ☐ Yes ☐ No			
I would describe my study habits as: ☐ Often ☐ Sometimes ☐ Hardly ever			
I study best: ☐ With music/TV ☐ At the library ☐ In my room with quiet ☐ In my room with noise			
As for my cooking skills: ☐ Almost gourmet chief ☐ Able to cook basics ☐ I burn water			
Intended Major			
Hobbies			
Will you be an athlete at Garrett College? ☐ Yes ☐ No			
What sport?			
Do you have any special medical or physical needs: Yes No If yes please explain.			



Office of Residence Life Housing Application & Contract Terms and Conditions

The residence halls, through participation by the residents, provide educational, cultural and recreational programs that become an integral part of the holistic education of a student. The residents themselves, however, bear the responsibility for developing and maintaining a community atmosphere. The residence halls also contribute to the development of skills in interpersonal relationships through the opportunity to live with others of differing backgrounds, ideas and values. Housing is made available to students of Garrett College without regard to race, color, religion, country of national origin, sexual orientation, or disability status.

- 1. Agreement: The term of this Housing Contract is for one (1) academic year consisting of two (2) semesters as indicated below ("Term"). The Resident understands the College shall only permit the Resident to occupy the room with the Residents' agreement to all terms and conditions listed as part of this Housing Contract and only for so long as the College believes that the Resident is in full compliance with this and all rules and policies of Residence Life and Garrett College. By signing this Housing Contract, the Resident agrees to comply with all policies and procedures as outlined in the Garrett College Student Conduct Code, the Residence Hall Guide, and this Housing Contract.
- 2. **Background Checks/Application:** In order to become eligible for housing at Garrett College the Resident must complete and be approved through an application process. This process includes a criminal, court and internet background search. A background check will be done at the time of application, winter break and during room selection for the following Fall semester. All applicants are required to pay the \$25 application fee (or \$40 if within two weeks prior to the start of the semester) prior to receiving a housing assignment.
- 3. Housing Damage Deposit: Resident must pay a \$200 damage deposit/breakage fee. The \$200 deposit, less any unpaid amounts due to the College (ex. lock-out fines, lost key fees, unpaid tuition, etc.) or damage charges, is refundable at the end of the semester in which the student leaves Garrett College. If the student leaves student housing before the contract period has expired they are not eligible for a housing refund on the remaining balance of the semester. If the student remains in student housing throughout the duration of this contract, the remaining balance will be refunded during the winter or summer following the termination of the contract. The \$200 damage deposit/fee is in no way to be construed as a cost ceiling for damages assessed; rather, students will remain responsible for any damages to their room even if the cost of such damages exceeds \$200. The \$200 deposit is due before a housing assignment can be made.
- 4. **Terms of Payment and Charges**: The Contract Fee for the Term is listed above. This amount is for one (I) bed space in a shared apartment or room depending on your selection. The Contract Fee under the Housing Contract is for the entire academic year. The Contract Fee is subject to change after the printing of the contract. For the most up to date cost information, visit www.garrettcollege.edu.
- 5. **Terms of Refunds**: If the Resident does not notify the Director of Student Development in writing by the end of the first week of classes that they are no longer enrolled at the College, then the Resident may be responsible for the full Contract Fee amount. If the Resident does not occupy the room during that week, the Resident may request a review by the Vice President for Administration and Finance for a housing refund. If the Resident breaks the contract and vacates the room midsemester/mid-year, the Resident may request an appeal to the Vice President for Administration and Finance for a partial refund of the dates not in residence. The decision of the Vice President for Administration and Finance is final. Please note: Once the semester begins and the meal plan is used, there are no refunds on the remaining balance of meal plans.
- 6. **Terms of Occupancy**: The Building opens at 9am, two days before the start of classes ("First Day of Occupancy") for the Fall Semester and one day before the start of classes for the Spring Semester. The Building closes at 4pm on the last day of classes ("Last Day of Occupancy") unless otherwise noted. The period of time between the First Day of Occupancy and the Last Day of Occupancy shall be referred to herein as the "Term of Occupancy". The Resident may not occupy a room prior to the First Day of Occupancy or after the Last Day of Occupancy unless granted previous permission in writing from the Director of Student Development. An additional cost, based on a daily rate, will be assessed for occupancy outside the Term of Occupancy. Students must occupy the assigned room within three days of the start of classes (each semester). Failure to comply with this request may result in forfeiture of the room.

- 7. **Assignment and Occupancy**: The following guidelines will govern room assignments and occupancy:
 - a) The College reserves the right to refuse to give a housing assignment to any student for reasons including, but not limited to: individuals who have a criminal history, individuals who have behavioral problems which may, in the opinions of the College, negatively impact the group living environment, and individuals who have been previously evicted or suspended from College housing.
 - b) All new applicants must contact the Advising and Academic Support Center (AASC) within three weeks of receiving the housing assignment in order to register for placement and advising for course scheduling. Failure to schedule the advising date within the time frame may result in temporary removal from housing until registration is confirmed.
 - c) Garrett College residence halls have the following GPA (Cumulative & Semester Grade Point Average) requirements: any student who does not meet the requirement will not be permitted to return to the residence halls in the following semester. The GPA requirements are as follows: Any student who has earned/attempted between 0-15.99 credit hours must have achieved a GPA of 1.50 or better: Any student who has earned/attempted between 16-28.99 credit hours must have achieved a GPA of at least 1.75; Any student who has earned/attempted 29+ credit hours must have achieved a GPA of at least 2.0.
 - d) Any student receiving the grade "FA" or "FX" (failing could be attributed to attendance) at mid-terms or final grades may not be eligible to return to housing without an appeal explaining the failed grade and non-attendance.
 - e) The College may provide housing accommodations at the Building to the Resident on a space available basis provided the Resident is continually registered for a minimum of nine (9) credit hours per semester (if the student drops below 9 credits they must appeal to the Director of Student Development), maintains Garrett College's standards of progress, has completed a housing application, signed the Housing Contract, and submitted the required deposit and any other documents required.
 - f) This Housing Contract is for accommodation in any room in the Building. No guarantee of specific floor, room assignment, or choice of roommate shall be implied by this Housing Contract or the application.
 - g) The College reserves the right to assign students temporary housing as needed. The College will make every effort to notify the Resident of temporary housing prior to arrival.
 - h) The College reserves the right to change the Resident's room assignment and can require the Resident to move at any time. Three (3) days' notice shall be provided except under extraordinary circumstances.
 - i) This Housing Contract is non-transferable and non-assignable; therefore, any attempt by the Resident to sublet the room or any part thereof or assign this Housing Contract to another person shall be null and void.
- 8. **Use of Facilities:** When the College deems it necessary, they will require Residents to move to other accommodations and amend this Housing Contract accordingly. When such circumstances occur, the Resident agrees to complete the move within the time specified by the College. The College may relocate Resident for the following reasons:
 - a) to vacate or consolidate a unit, bedroom, floor, wing, or building;
 - b) to provide necessary space to accommodate staffing needs;
 - c) to vacate an area for the purpose of major repairs or when maintenance difficulties or requirements render an area unsafe;
 - d) when unusual conditions occur affecting the health or safety of the Resident or others; or
 - e) Resident's conduct in violation of the Residence Hall Guide and/or the Student Conduct Code, which can be found at www.garrettcollege.edu (herein called the "Student Conduct Code").
- 9. Move-In/ Move-Out Procedures: All resident rooms will be inspected prior to check-in by the Resident and Staff and upon check-out by the Resident and Staff for cleanliness and damages. The Resident shall surrender the premise in a clean and sanitary condition in the exact manner it was on move-in day. It is understood and agreed that Resident's failure to follow the prescribed move-out procedure and return all keys and access card to the College may result in additional charges.
- 10. **Keys & Access Card:** Keys and access cards are the property of the College and must be returned at the end of the Resident's occupancy. Charges (outlined in the Residence Hall Guide) will be made for each key not returned or for those requiring replacement during the term of the Resident's occupancy. Resident shall not duplicate keys.
- 11. **Transferring Units:** There is a two week room move freeze at the beginning of each semester. After the two weeks, room moves will be granted, only by approval from the Residence Life Manager or Director of Student Development. Any Resident desiring a transfer should make a formal written request to the Residence Life Manager or Director. Resident will be notified of a new assignment, if approved. Students who move without permission will be billed an illegal room change fee as outlined in the Residence Hall Guide. Residents, who misrepresent the truth, intimidate assigned or prospective occupants, or otherwise attempt to manipulate the housing assignment process are subject to being moved to another room, judicial action and/or contract termination.

- 12. **Break Closings & Intersession Housing:** College housing will be **closed** during Thanksgiving Break, Winter Break, and Spring Break. During these breaks, students may request to remain in the residence halls for extenuating circumstances only or who are required to be on campus for other academic or co-curricular activities. Any student approved to remain in residence halls during designated breaks will be charged a daily rate for the occupancy. Specific closing information, including times of closing, will be posted prior to these dates. College housing will be available during Intersession (dates to be published yearly) only for those students who are enrolled in classes during that time. Specific information regarding Intersession housing will be distributed to residents prior to the Winter Break.
- 13. **Termination by the Resident:** The Resident may request termination of this Housing Contract by submitting in writing a request to the Director of Student Development. In all instances, the burden of proof shall lie with the Resident to demonstrate grounds for early termination. Supported Cancellation requests include, but are not limited to:
 - a) Withdrawal from Garrett College, for reasons other than Resident being disciplinarily dismissed.
 - b) Documented medical condition such that even after reasonable accommodations by the College, it is deemed that the Resident is no longer able to reside within the Premises.
- 14. Termination of Occupancy by the College; Enforcement of Housing Contract: The College may terminate this Housing Contract and cancel the right of occupancy at any time for any reason, in the College's sole discretion, including without limitation: non-payment of any housing fees; health and safety reasons; violation of the Student Conduct Code; failure to remain enrolled and in acceptable standing at the College; or other reasons of sound administration of the College. Upon an event of default by the Resident resulting in the early termination of this Housing Contract, the College may accelerate all amounts payable under this Housing Contract (subject to the Resident's refund rights for failure to remain enrolled in the College set forth above) and exercise any other right or remedy available to the College in law or equity, in accordance with all applicable laws. Resident shall pay to the College all costs of collection incurred by the College upon any event of default, including all reasonable attorneys' fees and expenses.
- 15. **Eviction**: Upon the College's termination of the Housing Contract, the Resident is required to immediately vacate the Premises. If the Resident does not immediately and cooperatively vacate the Premises, the College may take any action it deems appropriate, including altering the locks, removal and storage of the Resident's belongings, etc. at cost to the Resident.
- 16. **Hold Over:** If the Resident fails to vacate the Premises, including the removal of all personal belongings brought into the Premises by the Resident or any guest, invitee or visitor of the Resident, on or before the termination of this Housing Contract, the belongings will be considered abandoned and disposed of at the discretion of the College.
- 17. **Entering of Rooms**: The College reserves the right to enter Premises without notice and in Residents' absence for reasons of health, safety, or general welfare; to make repairs to the Premises and/or furnishing; upon reasonable suspicion of the presence of any illegal substance or activity; or for other suspected violations of federal, state or local law, or the College's "Student Conduct Code".
- 18. **No Manager Liability:** The College shall not assume any responsibility for the theft, destruction, or loss of money, valuables, or other personal possessions belonging to or in the custody of the Resident for any cause. The Resident is encouraged to carry personal property insurance. The Resident agrees to save and hold harmless the College for all injuries of whatever kind or nature occurring on the Premises except as otherwise prohibited by law.
- 19. **Responsibility for Damage or Loss:** The Resident's signature on the Room Condition Report (RCR) establishes the Residents' acceptance of the condition of the Premises and its contents at the time of initial occupancy, and therefore, becomes the standard for the condition of the Premises and its contents at the termination of occupancy.
- 20. Expense for Misuse and Charges for Damages: Any damage to the Premises, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable. Resident is responsible for his or her Guest(s) behavior and any charges or damages that result from misbehavior. Resident shall immediately report to staff and Campus Security any acts of vandalism to the Building or the Premises. To the extent that damage or vandalism is not attributed to a specific individual, all co-Residents of the damaged or vandalized area, be it the Building or the Premises, depending upon the extent of the damage and/or vandalism, will be jointly liable and will be assessed a charge that shall be paid as additional Contract Fees. The Resident agrees to immediately reimburse the College for any charges that exceed the damage deposit as set forth in this Housing Contract. Should charges be assessed and totaled after the expiration of this Housing Contract, they shall constitute a debt payable by Resident immediately upon demand by the College. Any fines or expenses resulting from the use, misuse or destruction of the Building, including but not limited to fire sprinkler, fire alarm or smoke alarm by Resident, Resident's guests or invitees, shall be borne by Resident and shall be considered additional

Contract Fees. Intentionally or recklessly destroying, damaging, or defacing any area of the Building is prohibited and shall be considered cause for termination of the Housing Contract.

- 21. **Utilities**: Resident is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by the College, specifically, Cable TV. Enhanced and/or premium channel Cable TV ("CATV") service and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Resident. The College shall provide water, heat, electrical, Internet and basic CATV service. The College shall provide trash removal from the Building; however Resident is required to place trash into the waste receptacles provided. Resident understands that no reduction of rent will be given in the event of a utility problem or during utility repairs and that the College is not responsible for lack of use of utilities during the repair or outage.
- 22. **Student Conduct Code & Residence Hall Guide:** In addition to the provisions set forth in this Housing Contract, Resident acknowledges and confirms that Resident has read and is familiar with Garrett College's *Student Conduct Code* and Residence Life, *Residence Hall Guide*. Each student, by this contract, agrees to conform to the rules and regulations established by the College, The Student Conduct Code, the Residence Life Office, and as outlined in the Residence Hall Guide. Failure to do so can result in cancellation of the housing contract without any refund, or in other disciplinary action. The Residence Hall Guide and Student Conduct Code can be found at www.garrettcollege.edu. While privacy of the individual's residence hall room is respected, it is also recognized that the part of the room visible to the general public reflects upon the policies, commitments and philosophy of the College. Therefore, signs, containers, trademarks and other overt displays in windows or on doors of College buildings that advertise or represent products (such as alcoholic beverages), behaviors, or philosophies not compatible with College policies or commitments, are prohibited. In addition, the display in windows and on doors of College buildings of signs or other facsimile that appear to be the property of municipalities or private businesses (without proof of ownership), is also prohibited and is subject to a Student Conduct Code referral.

23. General Provisions:

- a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Housing Contract.
- b. Resident acknowledges that the statements and representations made in the application for said Premises are true; that said statements have induced the College to enter into this Housing Contract; that they are deemed a part of this Housing Contract; and that the falsity of any of them shall constitute a breach hereof and entitle the College to the same relief as a breach of any other covenant or condition contained herein.
- c. This Housing Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents or independent contractors shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained or incorporated by reference. Resident acknowledges that a copy of this Housing Contract was available to Resident at the time the Housing Contract was fully executed.
- d. The paragraph headings appearing in this Housing Contract have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.
- e. The College will have no liability or responsibility for not providing housing due to causes beyond their reasonable control, including without limitation: failure by prior residents to move out in a timely fashion; uninhabitable condition of housing quarters due to damage or otherwise; or lack of services such as electricity, water or otherwise, unless otherwise expressly provided for by any applicable law.

PLEASE PRINT

EMERGENCY CONTACT INFORMATION

NAME:	relationship:
PHONE #:	ALTERNATE PHONE #:

^{*} If permanent address is outside of the continental United States, please provide a local emergency name and contact number.

First Name	Last Name
	dence Halls, I hereby accept the terms, conditions and regulations of a sibility of this agreement for the academic year (Fall 20 Spring
I understand that this contract is binding for the days after the start classes may result in my assign I understand that by signing this contract, I agreestated in the Terms and Conditions of the Residestated Code. Violations of these rules and regulations me the housing covered by this contract. Housing as due to administrative decisions each semester. The contract is for the full academic year. If a study the \$200.00 Damage Deposit is FORFEITED and the	
CONSENT FOR BACKGROUND CHECK	
Have you ever been charged (given a citation or arrested) for traffic violation)? Please note, the charges do not have to lead	r violating a local, state or federal law (exception would be a minor to a conviction. YES NO
NOTE: If you have answered yes to the above question, padditional sheet.	lease explain the circumstances regarding the situation on an
the application for campus housing are true and complete, and perform a background check, including but not limited to crim Information obtained from these records may be grounds for	icant represents that all of the above information and statements on I by signature on this application hereby authorizes Garrett College to sinal history records, court records and social media search. denial of campus housing. Signature by applicant is acknowledgement ds for rejection of this application or termination of the housing
<u>PAST CONDUCT HISTORY</u> : An applicant's prior Garrett C institution of higher education) conduct history may be ground	ollege (or other institution if the applicant has attended another ds for denial of housing.
School you transferred from: suspended/expelled by any college for any reason? YES/ NO. circumstances regarding the situation on back of this sheet.	
	ct signed by a parent or guardian, or by a legally responsible persor chout regard to race, color, religion, country of national origin, sexua
Student's Signature* *If student is under 18, parent or legal guardian must:	Date/

Neither admission to Garrett College nor submission of this Housing Application and Contract guarantees housing or a specific room assignment.