

WESTERN NEW ENGLAND COLLEGE
LAW STUDENT / GRADUATE STUDENT HOUSING AGREEMENT

The terms of this agreement constitute an offer of housing accommodations by Western New England College of Springfield, Massachusetts, hereafter called the “College.” The execution of this form by the law student or post-baccalaureate student, hereafter called the “Student” or “Resident,” through his/her submission of the application for campus residency and the housing verification payment, constitute full acceptance of the terms and conditions delineated below.

Behavior contrary to College policies, this agreement, and/or local, state, or federal laws and ordinances will be addressed through the established discipline processes in effect at the College.

Given the nature and extent of information in this document, which the College presumes the Student will read in full, an outline of topics is provided (in alphabetical order) for quick reference.

- Access to Student Housing – page 6
- Alcohol Policy – page 6
- Assignment of Housing – page 2
- Board Participation: Voluntary – page 6
- Care of Assigned Housing – page 3
- Decorations and Set-up – page 3
- Distribution of Information – page 9
- Drug Policy – page 8
- Emergency Evacuation – page 9
- Final Interpretation & Right of Modification – page 9
- Forfeiture of Campus Residency – page 2
- General Housing Policy – page 1
- Guest/Visitor – page 8
- Holiday Decorations – page 8
- Housing Verification Payment – page 2
- Inspections – page 8
- Personal Property Damage or Loss – page 4
- Pets – page 8
- Public Areas of Occupied Space – page 4
- Quiet Hours and Courtesy Hours – page 8
- Residency Billing – page 2
- Safety Related – page 4
- Smoke Free Housing – page 6
- Specific Housing Policies – page 9
- Storage of Personal Property – page 4
- Student Misconduct – page 8
- Unforeseen Circumstances – page 9
- Withdrawal from Campus Residency – page 2

GENERAL HOUSING POLICY To be considered eligible for residence in college housing, the Student must be actively enrolled at the College as a full time law or post-baccalaureate student.

- a) Student housing is assigned for the specified time frame (a binding agreement) unless the Student is graduating or withdrawing from attendance at the College, or is removed from housing by decision of the College.
- b) Regulations of the College limit routine use of the living space to the assigned resident(s).
- c) Assignment to college housing shall be handled on a ‘first come – first served’ basis, based on the date of receipt of the application and *housing verification payment*.

- d) *The College reserves the right at any time to alter a Student's housing assignment, particularly to consolidate the use of living space and reduce vacancies.*
- e) *If a Student has a vacancy in his/her place of residence, another Student may be assigned at any point in time. Advance notice of a new resident cannot be guaranteed.*
- f) *If, in the College's judgment, it is reasonable to believe that a Student is misrepresenting information about him/herself, others, and/or creating an environment intended to deter another person from moving in or causing that person to move out under duress, that Student will be held accountable, which may include removal from college housing.*

HOUSING VERIFICATION PAYMENT: A nonrefundable, nontransferable payment must accompany the request for campus residency. Assignment to college housing for the academic year is dependent upon the receipt of a \$500 housing verification payment. For first time Residents, this payment serves as a *security deposit* and is therefore not credited towards the residency fee. For current Students who are returning to college housing, the payment will appear as a credit in that the security deposit is already on record with the College.

FORFEITURE OF CAMPUS RESIDENCY resulting in commuter status: If campus residency has been confirmed and the Student notifies the Office of Residence Life of his/her decision to commute by June 30, 2009 (written correspondence received as of this date) then the fall semester residency charge, excluding the \$500.00 housing verification payment, will be credited to the Student's account with the College. After June 30, 2009, residency charges for the 2009 fall semester and the 2010 spring semester are binding and will be required to be paid in full by the Student.

RESIDENCY BILLING: Residency charges are billed to the Student's account with the College on a per semester basis. These charges are nonrefundable and nontransferable. Failure to meet the established payment policies and deadlines releases the College from any obligation to provide housing accommodations.

ASSIGNMENT OF HOUSING: Students are assigned to housing in accordance with the established housing procedure. Each College-owned house or apartment is filled to capacity, with one occupant per bedroom; there is no opportunity to 'buy-out' space in order to reduce the total number of occupants. While priority is given to law students, a nontraditional undergraduate or post-baccalaureate student (status and circumstances as determined by the College) may be assigned to one or more unfilled spaces at any point in time. Residents may remain in their assigned living space during times when classes are not in session, specifically scheduled vacation periods and the semester break. For security purposes, the Office of Residence Life and Department of Public Safety should be notified if occupancy is to occur during any of these times.

CARE OF ASSIGNED HOUSING: Student responsibilities are delineated as follows:

The Student is responsible for contacting the Residence Life Office to have the condition of his/her assigned space documented upon arrival and departure.

- a) A failure to complete the established check-in or check-out process voids any claim the Student may have in disputing assessed damages and/or fines.
- b) A security deposit is required to confirm residency for the academic year. This deposit is refundable if the Student graduates or chooses not to renew residency for the next (upcoming) academic year or if the College is discontinuing this living arrangement. The refund will be based upon the documented condition of the assigned space, minus any repair and/or replacement costs and/or fines assessed.
- c) Damage charges for repair or replacement, parts and labor, will be assessed on the basis of the extent of physical damage and/or missing College property as determined by College personnel.

- d) The check-out record maintained by the Office of Residence Life is not the ‘final word’ in damage assessment. Personnel in Facilities Management perform inspections after College housing is vacated at the end of the academic year and may identify repairs and related issues not observed by Residence Life staff. Student(s) may therefore be held accountable for damages and/or missing College property not noted as such at the time of departure.
- e) The Student shall maintain his/her assigned space (both private and shared with other residents) in a clean and sanitary condition at all times and will be held accountable for a failure to do so. The College does not provide housekeeping for any occupied living space. Students are therefore fully responsible for daily care and upkeep of the premises.
- f) Upon vacating the premises, charges will also be assessed if the assigned space has not, in the College’s judgment, been left reasonably clean and properly set up for new and/or returning resident(s).

DECORATIONS & SET-UP: Throughout the period of occupancy, the Student is fully responsible for adhering to the following stipulations for use and care of the assigned space:

- a) All College property must remain in the house or apartment, and may not be removed to accommodate personal belongings. College property may not be disassembled.
- b) Weapons, firearms, fireworks or any incendiary or projectile-type devices are prohibited. Recreational devices like paintball guns, BB guns, and sling shots are not allowed on campus, unless part of a College approved activity.
- c) Any drugs other than legitimate prescription or over the counter medication are prohibited.
- d) Any amplified instruments, drum sets or weight lifting equipment is not permitted.
- e) Any device using an open flame is prohibited in college housing. Candles and incense are not allowed, even for decorative purposes.
- f) Deep fryer cooking devices are not allowed in or by college housing.
- g) Any open flame cooking device other than a gas grill or charcoal grill is prohibited in or by (adjacent to) college housing. Only pre-treated charcoal may be used.
- h) Hazardous materials such as gasoline, acids, propane gas cylinders, and/or automotive engine parts may not be used or stored in College housing.
- i) Extension cords with multiple adapters or octopus plugs are not allowed. If multiple plugs are necessary, a power strip with internal circuit breaker should be used. A power strip should not be placed under carpeting or near a heating element.
- j) The use of netting, any type of tapestry, posters, or other flammable material on the ceiling is prohibited. Fabric tapestries/banners and similar items are not allowed to be hung on a wall.
- k) Upholstered furniture permitted in campus housing is limited to that provided by the College itself. Items permissible as supplemental seating are restricted to chairs made of wood, metal or molded plastic. Fabric seating (as in a director’s chair with canvas material) is acceptable, but any form of ‘padding’ as in a computer desk chair or papasan chair is prohibited.
- l) Any furniture or personal belongings may not hinder or block access to and/or egress from the living space.
- m) Students may not bring in their own bed frames, mattresses or futons.
- n) The use of nails, screws, or any other commodity which may damage walls, ceilings or floors is prohibited. Care should be used when putting up posters and pictures.
- o) Waterbeds are not permitted in College housing.
- p) Halogen lamps may not be used (or stored) in College housing.
- q) Air conditioning is limited to that which is provided by the College.

Prohibited or restricted items will result in accountability and twenty-four hours to remove the item(s) from campus, unless the situation presents a clear and present danger that must be rectified immediately. A failure to cooperate will lead to further action by the College.

PUBLIC AREAS OF OCCUPIED SPACE: Students are collectively responsible for reasonable care of the exterior of the house or apartment and adjacent property. Damage to exterior areas that appears to be malicious or resulting from misuse may be billed to the residents. Students are subject to assessment of repair costs (parts and labor) and/or fees in the case of common/public area damage of undetermined responsibility. These charges are not subject to individual review or modification, in that the College is holding residents of a living unit collectively accountable.

PERSONAL PROPERTY DAMAGE & LOSS: The College does not assume any responsibility or liability for a Student's personal belongings or property including, but not limited to, money, clothing or other valuables. The Student understands and agrees that it shall be his/her own obligation to insure his/her personal property. Every Student is advised to secure some type of personal property insurance if he/she does not have such through a homeowner's policy. When occupancy ceases, any belongings left behind will be considered abandoned and disposed of by College staff.

STORAGE OF PERSONAL PROPERTY: If the Student confirms residency for the upcoming academic year, (s)he may store personal belongings in the assigned bedroom. The College assumes no responsibility for replacement of, and/or damage to, items kept in this storage space. Students may arrange furniture in the house to create storage space during the period of occupancy. In doing so, they may not remove or disassemble any College furniture.

SAFETY RELATED: The following standards are designed to promote personal safety and the safekeeping of College and Student owned property:

- a) Students are issued a key in order to keep their living space secure. In the event of a lost key, the College shall initiate a lock change. The Student responsible for the key loss will be billed all charges associated with this process. Duplication of a key is strictly prohibited.
- b) Failure to return a key upon departure from campus residency will result in replacement costs (a lock change and new keys for all occupants) and a processing fee.
- c) College staff is authorized to remove all devices which, in their judgment, are deemed to be dangerous (that present a clear and present danger to the safety and welfare of others) or are in violation of College policy and/or regulations.
- d) If a Student has reason to believe that College property is in need of repair, (s)he should utilize the College's online work order program to initiate a request for service.
- e) If a Student has reason to believe that the condition of College property (furnishings, in particular) could cause harm or injury, (s)he should immediately notify College personnel and refrain from using the item until it is checked. An online work order should also be completed and the 'comments' section should indicate the Student's belief that the item is unsafe for use.
- f) Students should lock and secure their assigned living space each and every time they leave the premises. Additionally, even when present, Students should lock their assigned living space so as to prevent intrusion.
- g) Students remain fully responsible for what occurs in the house or apartment, particularly if they failed to secure the living space.
- h) Students shall not modify, tamper with, or alter any lock, locking mechanism, door and/or window allowing ingress and egress to the premises. Student(s) is/are responsible for the costs of repair and/or replacement for any damages and/or missing College property occurring as a result of such modification, tampering and/or alteration.
- i) If not present, the Student remains fully responsible for what occurs in his/her assigned living space, particularly if

- a) he/she failed to secure his/her living space before departure, thereby allowing access and/or egress by others in his/her absence;
- b) he/she departed from his/her living space and left other person(s) present and unsupervised.
- j) While decorative lighting (as in bead lights, small holiday lights) is permissible, any item that involves a higher voltage current cannot be attached to the ceiling.
- k) Paper and paper items cannot be hung from the ceiling or used to conceal or alter lighting (for example, so as to change color or ambiance.)
- l) Emergency equipment such as a fire extinguisher should be used only for legitimate purposes.
- m) All Students are expected to immediately vacate the house or apartment when an alarm is activated or if at risk of personal harm.
- n) When an alarm or detector has activated, College staff reserves the right to check to ensure the premises has been vacated. A failure to do so will result in accountability in accordance with the established discipline processes.
- o) The apartment complex security gate for vehicular traffic has several operational expectations, as follows:
 - a) The Student should use his/her College identification card to activate the security gate for access to the apartment complex. The Student should not provide access for anyone other than him/herself.
 - b) Any damage to the security gate through negligence will be billed to a Student's account, while damage to his/her vehicle is the Student's full responsibility.
 - c) Any Student who resides in the apartment complex is expected to register a guest at the department of Public Safety. Guest registration involves the following steps:
 - i. The Student provides the guest's name, the vehicle license plate number, and arrival and departure dates.
 - ii. The guest should report to Public Safety and, upon verifying his/her identity, will be issued a temporary guest pass to activate the security gate. It is programmed to de-activate at the time of departure.
 - iii. The Student is responsible for ensuring the guest pass is returned to Public Safety. If, within 7 days, the guest pass is not verified as returned, a \$25 fee will be billed to the Student's account.

A Student may register his/her guest at Public Safety at the time of arrival.

SMOKE FREE HOUSING: In accordance with the provisions of the Massachusetts Clean Air Indoor Act of 1988, all residence facilities are smoke-free living environments. Smoking by Students and/or their guest(s) is therefore limited to the exterior of the residential units. Care should be demonstrated when doing so, including the disposal of smoking materials.

ACCESS TO STUDENT HOUSING: Student housing may be entered by College personnel when there is evidence of, or concern for, the health, safety and/or welfare of the Student(s) or other person(s) therein. Evidence of activity in violation of College policy and/or all laws or ordinances of the federal, state and municipal authorities is cause for College personnel to enter. College personnel may also enter the premises for purposes of facility maintenance. The Student need not be present for entry to occur.

BOARD PARTICIPATION – VOLUNTARY: The Student may elect to participate in a number of meal plans offered by the College. To do so, the Student should register according to the established procedure and then have his/her student ID card properly coded by Food Service personnel. Board fees are billed on a semester basis and are nonrefundable, either in whole or in part. Meal plan participation is binding for the academic year, unless the Student notifies the Residence Life Office, in writing, as follows:

- o Meal plan registration and/or adjustment to a meal plan (including non-participation) must occur from August 31- September 11, 2009 for the fall term.

- Meal plan registration and/or adjustment to a meal plan (including non-participation) must occur from January 18 - 29, 2010 for the spring term.

Absent student initiated enrollment in a meal plan, non-participation is presumed.

ALCOHOL POLICY: The student agrees to comply with the College's policies regarding possession or use of alcoholic beverages, and with federal, state and municipal laws and ordinances. The Student agrees that the house or apartment shall not be used for any purpose contrary to College policies or the law.

- a) The College supports social interaction based on sound decision making and, if that social interaction includes the use of alcoholic beverages, expects the use of alcoholic beverages to be made in a responsible and moderate manner and in accordance with the laws of the Commonwealth of Massachusetts. Any activity or behavior in which the intent or outcome is to consume alcohol without regard to moderation and/or personal safety will be viewed as irresponsible and unreasonable use.
- b) Students of legal age are permitted reasonable use of alcoholic beverages within the privacy of their designated living space. Reasonable use shall not include a keg, pony keg or beer ball, B.Y.O.B. parties, open bars or similar self-service type situations, or any type of 'drinking game' with or without any apparatus designed or intended for the irresponsible consumption of alcohol. Examples of prohibited items and activities include a funnel, beer pong table and ice luge.
- c) Care should be taken to assure reasonableness of actions and adherence to appropriate laws and regulations, with particular concern for the assumed liability for service to minors and consumption of alcohol by guests. The courts have interpreted the law rigidly and third party civil actions are common.
- d) Operating a motor vehicle while under the influence of alcohol is prohibited and subject to college, criminal and civil action.
- e) Public intoxication, defined as any indication of inebriation that attracts or requires the attention of College staff (including that which causes a disturbance or is viewed as a danger to persons or property) is prohibited.
- f) A large quantity of alcohol is permitted only if purchased in bulk as a cost savings measure for individual consumption over an extended period of time. If, however, there is any indication that the alcohol is intended for group consumption and/or misuse by one or more persons in the house or apartment, it will be viewed as irresponsible and unreasonable use.
- g) An accumulation of alcohol beverage containers is prohibited as a matter of good housekeeping. Empty containers must be recycled or disposed of on a regular basis.
- h) Socializing that involves the Resident(s) and up to six guests does not need to be registered with the College, but other stipulations of the alcohol policy remain in effect.
- i) Socializing that exceeds the Resident(s) and six guests must be registered with the College. Paperwork is available at the Office of Student Activities and Leadership Development in the St. Germain Campus Center, which shall approve or disapprove each request separately. Requests must be received at least one week in advance of the planned event. The action taken will be in writing to the sponsoring Resident(s.) The stipulations for an approved event include the following:
 - 1) Alcoholic beverages are restricted to beer and/or wine. The College reserves the right to place limits on the amount available for consumption.
 - 2) Approval will indicate the specific area designated for service use and/or consumption. The sponsoring Resident(s) is/are responsible for restricting the activity to this area.
 - 3) Service of alcoholic beverages, when permitted, will be in single servings only. Pitchers and self-service open bars are not permitted.
 - 4) Appropriate non-alcoholic beverage alternatives, as well as reasonable amounts of food, must also be readily and prominently available.

- j) Consumption of alcoholic beverages is not permitted in public and/or outdoor areas including, but not limited to, lawns, sidewalks and parking areas, unless specific written permission has been granted.
- k) Persons who abuse alcohol and hence pose a threat to themselves or others, inflict damage to property, or disrupt any segment of the College community as a result of the misuse of alcohol, are subject to appropriate sanctions as determined by College authorities.

DRUG POLICY: The College does not tolerate the illegal possession and/or use of, as well as the sale or distribution of dangerous drugs and/or narcotics. Students are not only subject to serious disciplinary sanctions by College authorities, but also to civil liability or criminal prosecution. The College is not a haven from civil or criminal actions and will cooperate with local, state, and federal authorities in the elimination of illicit drug trafficking.

STUDENT MISCONDUCT: Behavior contrary to college policies, and/or local, state, federal laws and ordinances, will be addressed through established discipline review processes. Accountability for infractions may include monetary fees or fines, particularly for situations that affect safety and security. Such include, but are not limited to, the following: unauthorized furniture, furniture missing from a Student's place of residence, unauthorized pet (other than fish in a reasonably-sized aquarium), smoke detector concealed or tampered with, littering, misuse of house key and/or student ID card. Fines may also be assessed for tampering with fire safety equipment and/or pulling a false alarm, when the specific person(s) responsible are not identified.

INSPECTIONS: The College reserves the right to inspect its housing facilities and to regulate the use of living space in accordance with College policies.

GUEST / VISITOR: The Student is fully responsible for the conduct of his/her guest(s). A guest/visitor is defined as anyone who is not an assigned occupant of the house. Overnight guest(s) may visit only on a short-term basis (normally not to exceed two consecutive nights.) A guest may not interfere with the legitimate needs of any Resident, which includes a right to basic privacy and/or uninterrupted use of the living space. A guest must abide by all policies of the College governing student life. College staff may require a guest to depart at any time, at their judgment and discretion. Any indication that a guest/visitor is utilizing the house or apartment as a place of residence will result in that individual being restricted from College property, as well as accountability for the Student(s) as host(s.)

PETS: No pets, except fish, are allowed. College staff may determine what constitutes a reasonably sized aquarium for any particular living space.

QUIET HOURS & COURTESY HOURS: In the apartment complex, a time frame for 'quiet hours' and 'courtesy hours' has been set to promote an environment where students may study or rest without unreasonable interruption or noise.

- a) 'Quiet hours' begin at 10:00 p.m. on Sunday through Thursday and no later than midnight on Friday and Saturday and remain in effect until 9:00 a.m. the following day.
- b) 'Courtesy hours' are in effect at other times.
- c) During the period of undergraduate final examinations, a policy of 24 hour 'quiet hours' is in effect.

College staff reserves the right to determine what constitutes excessive noise or an unreasonable interruption adversely impacting the living environment and to intervene on that basis.

HOLIDAY DECORATIONS: The following expectations apply when decorating college housing during the holiday season:

- a) Only artificial decorations may be used indoors.
- b) Cloth, cotton batting, straw, vines, leaves and moss may not be used for decorative effect.
- c) Only mini-lights may be used on artificial trees and wreaths.

- d) All lighting must be UL approved.
- e) Electric lights must not be used on metallic trees.
- f) Any freestanding artificial decorations must be properly supported and located so as not to block an access/egress route.
- g) The exterior of the house or apartment may be decorated at ground level. Nothing may be placed on or attached to the roof.
- h) Outdoor lighting is prohibited unless the house or apartment has an external power outlet installed by the College. Power cords may not be exposed to the elements and/or placed above, under or through doors, doorways or windows.

If, in the College's judgment, a hazardous situation exists, the Student(s) is/are responsible for immediately ensuring that the matter is rectified. A failure to do so will result in accountability through the established discipline processes.

EMERGENCY EVACUATION: Students are expected to immediately vacate college housing when an alarm sounds, when there is any indication of possible endangerment to person(s) or property, or when directed to do so.

UNFORESEEN CIRCUMSTANCES: The College reserves the right to close residence facilities, or portions thereof, and/or food service operations without reimbursement to the Student in cases of emergency or unforeseen circumstances, as determined by the College.

SPECIFIC HOUSING POLICIES: The Student agrees to abide by all policies unique to his/her housing facility or area, and should refer to other publications (available online and otherwise) for specific information. The Student acknowledges it is his/her responsibility to be well informed and to use College resources for clarification, particularly the College's website.

DISTRIBUTION OF INFORMATION: Students are expected to activate their college voicemail (if so provided), to utilize their assigned campus mailbox and electronic mail, and to regularly check for messages and other forms of communication. During the academic year, information distributed to the Student is presumed to have been received by the Student. During other periods of the calendar year, information may be sent to the Student's home address, as indicated in College records. This information is presumed to have been received by the Student.

FINAL INTERPRETATION & RIGHT OF MODIFICATION: The final interpretation of any and all policies stated herein is at the sole discretion of the College. Furthermore, the College reserves the right to modify this agreement at any time without prior notification.

The Student recognizes that his/her submission of the appropriate housing application and/or residency-related payments constitutes a commitment to observe all stipulations set forth in this agreement. The Student also understands that a failure to comply with these expectations shall subject him/her to accountability through the appropriate administrative or disciplinary process. Such action may include possible termination of this agreement to provide residency, with no refund of fees.

revised: February 3, 2009