



Nichols College

Learn. Lead. Succeed.

2020 - 2021

HOUSING LICENSE AGREEMENT

TERMS AND CONDITIONS OF RESIDENCE

(Please **read** prior to signing the contract, and **keep** for your reference)

This Housing License Agreement is incorporated in and is binding as part of the 2020 - 2021 Nichols College Residence Contract. In accepting assignment to a residence hall or apartment, the student agrees to live in college housing for the remainder of the academic year, to participate in one of the designated meal plans, and to comply with the terms and conditions of residence incorporated into this License Agreement. **Parent or legal guardian signature is required on the Housing License Agreement if the student is under 18 years of age at the time of signing.**

The College agrees to furnish to the student a housing space in accordance with the terms of this agreement. The parties to this Agreement do not intend that an estate, a tenancy, or any other interest in property should pass from the College to the student, nor is it intended that a usufruct* be granted to the student. Instead, it is the intention of the parties that the relationship between the College and the student be that of licensor and licensee and that the sole right of the student to use his/her assigned room as a living unit shall be based upon the license granted in this agreement.

In the sole discretion of the College, upon any violation of this License Agreement, College Housing Policies, College regulations, or other applicable law, or if, in the College's sole discretion, the health, safety, or general well-being of the resident or others is threatened in any way, the resident may be provided with the opportunity to remedy the violation, may be immediately evicted and/or may be referred for student conduct action. In the event that a resident is provided the opportunity to remedy the violation and fails to do so to the College's satisfaction and within a reasonable time period, the resident may be immediately evicted and/or referred for further student conduct action.

* A usufruct is a right to enjoy something that belongs to someone else.

1. ROOM AND BOARD GUIDELINES

- A. Priority for College housing is given to students enrolled for a minimum of 12 credit hours each semester. Part-time students may request college housing with no guarantee. Dropping to part-time status from full-time status can but does NOT automatically cancel a housing contract.
- B. **The State of Massachusetts requires proof of immunization prior to registration. For details see the Health Record Packet or call Student Health Services at 508-213-2238.**

We anticipate 100% occupancy for Fall semester, a resident student contracts for a space in a residence hall, but not for a specific room or roommate(s) assignment. The College reserves the right to:

1. Assign roommates unilaterally.
2. Consolidate students who are without roommates.
3. Use a room/room space when it is not occupied.
4. Assign single rooms at an additional cost.
5. Reassign students to different rooms or residence halls in the event such reassignments are determined necessary.
6. Assign students to temporary, overflow accommodations, such as a floor lounge, at the beginning of a contract term. Students agree to move when a permanent unit becomes available. Assignment to temporary, overflow accommodations shall not constitute a breach of this contract.

Nichols College also requires that all students living on campus participate in one of the following Meal Plans. STUDENTS MAY CHANGE FROM ONE MEAL PLAN TO ANOTHER DURING THE FIRST FIVE CLASS DAYS ONLY. Bison Bucks, which may be used in the Dining Hall or at approved off campus entities, are nonrefundable and must be used within the semester purchased. Students must present their IDs to receive service.

- Unlimited Meals per Week/\$150 Bison Bucks
- 10 Meals per Week/\$250 Bison Bucks (SO/JR/SR/21+ only)
- 90 Meals per Semester/\$300 Bison Bucks (Copper Beech or Winston residents only)

Under no circumstances may a student sell, transfer, or sublet their contract to any other person, including another student.

2. HOUSING

- All student accounts must be paid in full by the end of regular business hours on each semester's registration day. Failure to pay room and board charges by the designated time will result in room and board privileges being suspended until payment is made and/or result in dismissal from the residence halls.
- All students must comply with the appropriate check-in procedures for each semester. Failure to properly check-in may result room and board privileges being suspended or additional fees incurred.
- All students must comply with the appropriate check-out procedures for each closed break and close of semester. Failure to properly check-out may result room and board privileges being suspended or additional fees incurred.

- Students who sign up for housing during Room Lottery or with Residence Life after Room Lottery will be billed for housing.
- 4+1 and Graduate students are eligible for housing; however, the Office of Residence Life does not house Graduate Assistants.
- The Housing License Contract includes both Fall 2020 and Spring 2021 semesters, students who break the contract will receive a termination of contract charge
- If a housing request is withdrawn for 2020-2021 from the date a student's housing assignment is assigned until add/drop week is over in Fall 2020, **the student will be responsible for the payment of \$250 for the termination of the housing contract.** To withdraw your request for housing the student must email reslife@nichols.edu and confirm that they will NOT want/need on campus housing for the Fall term. Your student account and financial aid package will be adjusted to reflect commuter versus resident status.
- Students who withdraw from housing **after** the end of add/drop week in Fall 2020, **will be responsible for payment of the \$500 for the termination of the housing contract.** To withdraw your request for housing the student must email reslife@nichols.edu and confirming that they will NOT want/need on campus housing for the Fall term. Your student account and financial aid package will be adjusted to reflect commuter versus resident status.
- Questions concerning your billing charges or financial assistance package should be directed to Student Financial Services at SFS@nichols.edu.

3. AGREEMENT PERIOD

A. Students may not occupy or leave personal belongings in any student room or hall before scheduled move in times unless they are participating in a College scheduled program, have prior approval from the Residence Life Office, and pay an additional fee.

B. Residence halls and dining facilities are closed during Thanksgiving Holiday, Winter Vacation, and Spring Break. When halls close for the Winter and Summer breaks students must leave within 4 hours of a student's last final or by deadline of scheduled closing whichever comes first.

- Paid Seniors that will be participating in Senior Celebration Events will be held accountable to the Housing License Agreement and must follow Residence Life directives and guidelines throughout move out deadlines. Paid seniors are also responsible for any deadlines and correspondences from the Office of Residence Life regarding Senior Celebration Events and Final Move out procedures.

C. Break Emergency Housing: The Residence Hall/Food Service Contract does not include housing during the Thanksgiving, Winter or Spring Break periods. However, lodging in an assigned hall may be available for certain extenuating circumstances at an additional cost (contact the Residence Life Office for details).

D. Nichols College reserves the right to send housing/Residence Life correspondence to the student's home address.

4. TERMINATION OF AGREEMENT

Acceptance of this Agreement by the College is contingent upon and subject to continuous review. Nichols College may terminate this Agreement and take possession of the room at any time for reasons deemed sufficient by any of the following College offices: the Office of Housing & Residence Life; the Office of the Dean of Student Life; the Community Standards Coordinator, or the President's Office. Requests from residents for termination of the agreement within the period covered (ordinarily the academic year) will be granted only for such reasons as withdrawal from the College or in emergency situations.

- If a housing request is withdrawn for 2020-2021 from the date a student's housing assignment is assigned until add/drop week is over in Fall 2020, **the student will be responsible for the payment of \$250 for the termination of the housing contract.** To withdraw your request for housing the student must email reslife@nichols.edu and confirm that they will NOT want/need on campus housing for the Fall term. Your student account and financial aid package will be adjusted to reflect commuter versus resident status.
- Students who withdraw from housing **after** the end of add/drop week in Fall 2020, **will be responsible for payment of the \$500 for the termination of the housing contract.** To withdraw your request for housing the student must email reslife@nichols.edu and confirming that they will NOT want/need on campus housing for the Fall term. Your student account and financial aid package will be adjusted to reflect commuter versus resident status.

5. GENERAL PROVISIONS

The College reserves the right to: (a) change any room assignment or rate, (b) use all rooms over the vacation periods if necessary, (c) control the room in the event of an epidemic, (d) inspect the students' rooms at times convenient to its staff, and (e) enter rooms for maintenance purposes, health and safety inspections or in response to a possible conduct violation. The College also reserves the right to make other rules as deemed necessary for the protection of property and the safety, health, comfort and convenience of residents. The College also requires that all residential students must have a meal plan while residing on campus.

6. TERMS & CONDITIONS OF OCCUPANCY

STUDENT CONDUCT AND COLLEGE POLICIES: It is the student's responsibility to become familiar with College regulations, including, but not limited to, those in this License Agreement, the Residence Hall Policy Guide and Student Code of Conduct, and other rules and regulations promulgated by Residence Life. Students not abiding by College policies and regulations are subject to conduct action. Failure to identify yourself by Nichols College identification will result in conduct action. Any violations of policy during finals week will result in dismissal from the hall pending a review. Furthermore, should the Director of Housing & Residence Life, or designee, find unreasonable or excessive damage to the area, the individual(s) **may forfeit any opportunity to live in an on-campus housing, be charged with a conduct violation, be re-assigned to an alternate location, and/or lose their privilege to live on campus.**

A. **ALCOHOL & DRUGS:** Students must abide by the Student Code of Conduct at all times. Alcohol is allowed in all halls if the entire room (Shamie, Olsen, Budleigh, North, Center, and Winston) or suite (Kuppenheimer, Copper Beech Apartments, and Remillard) of assigned residents and guests are of legal drinking age. All other policies are still in effect (i.e. noise, occupancy, limits on the amount and type of alcohol allowed). The possession or use of alcoholic beverages in common areas (hallways, lobbies, etc.) by students of legal drinking age is also prohibited. Please refer to the Student Code of Conduct for further explanation and sanctions regarding these policies. The illegal use or possession of drugs, including, but not limited to, barbiturates, narcotics, marijuana or any other controlled substance is **strictly prohibited** under Federal laws, Commonwealth laws and College regulations. Please refer to the Student Code of Conduct for further explanation and sanctions regarding these policies.

B. **FURNISHINGS AND RESPONSIBILITY FOR INSTITUTIONAL PROPERTY:** The College will not remove any furniture from a student's room. Students are responsible for all furniture issued to him/her at the beginning of the Fall/Spring semester. Students **may not** bring any furniture off campus that is the property of Nichols College. College furnishings may not be removed from students' rooms, nor moved from one hall to another. No furniture from lounges may be moved to students' rooms. Penalties for moving such furnishings may include fines and/or conduct action. Upon moving in, each student is required to sign a Room Inventory Form (RIF) indicating receipt of the room key and conditions of room and furnishings. Students terminating residency must clear their departure with the Office of Residence Life before checking out. Upon checkout, the occupant(s) of the room will be charged if inspection by College staff reveals damage or uncleanliness beyond normal wear to the room and/or its furnishings. At any time, if individual responsibility for damage, loss, or defacement cannot be determined, charges may be assessed equally to floor residents for damage to their floor facilities or to all hall residents for damage to hall facilities.

Damage occurring in a residence hall will be repaired by Facilities Management. In the event that the student who is responsible for the damage cannot be identified, the cost of repair will be assessed to the building, floor or group of residents (at the discretion of Residence Life) and divided by the number of residents. **The destruction of property is not tolerated.** Individuals believed to be involved will be referred to the Office of Community Standards and may face conduct charges.

Personal property left behind by residents following checkout and contract termination is considered abandoned. The resident shall be charged for any costs incurred by moving or removing property from their room, floor, hall or college property/parking lots. Items will not be held or stored by the college.

1. **Vandalism/Property Damage:** Theft of, damage to, misuse of, or unauthorized possession of property of the College, other public property, or personal property of another could result in dismissal from the residence halls. All damages, vandalism either purposefully or through negligence, will be charged to the student(s) involved.
2. **Repairs:** **RESIDENTS ARE NOT PERMITTED TO MAKE THEIR OWN REPAIRS OR TO INSTALL FIXTURES, WHICH INCLUDES MOUNTED WALL BRACKETS FOR TELEVISIONS.**

C. **VISITATION POLICY AND OVERNIGHT GUEST POLICIES:** See complete policies in the Residence Life Policy Guide and Student Code of Conduct.

D. **KEYS:** Keys will be issued at the beginning of the year at no charge. Students must promptly return the keys whenever their contract is terminated or they change rooms during the academic year. If a room key is lost and the student promptly reports the loss to a Residence Life staff member, a new key/proximity card will be issued for a replacement fee. Room keys may not be duplicated or given to other students. A student who illegally possesses, uses, or duplicates a College key will be subject to conduct action. It is expected and strongly encouraged that you will lock your door whenever you are sleeping or leave your room, even if just for a short period of time.

Each student will be issued a key that opens their individual room. **A charge will be assessed for each lost key (as locks will have to be changed).**

E. **NOTICES:** Any announcement from the College which is delivered personally, posted on your room door or in your hall, emailed to your Nichols College account or mailed to your campus unit number is considered sufficient notice as required by law.

F. **PERSONAL PROPERTY:** The College will make every reasonable effort to protect the personal property of residents, but will not be liable for articles lost, stolen, or damaged by fire, water, heat, and/or other natural disasters. (STUDENTS SHOULD RECORD THE MAKE, MODEL AND SERIAL NUMBERS OF IMPORTANT ITEMS, CONSIDER THE PURCHASE OF INSURANCE TO COVER LOSS OF OR DAMAGE TO PERSONAL PROPERTY, OR THE

EXTENSION OF PARENTS' INSURANCE FOR THIS PURPOSE.) Nichols College will not be responsible for damages due to power surges caused by individual room overloads or otherwise. Students must provide their own U.L. approved fuse-type multi-plug surge protector. The Office of Residence Life has the right to confiscate items if deemed necessary.

G. **PETS:** Fish are the only pets allowed in student rooms. There is a 10-gallon limitation on tank size. ALL OTHER PETS ARE NOT ALLOWED IN RESIDENCE HALLS. A fine will be billed to the resident(s) violating this policy. Repeat violations could result in dismissal, in addition to a conduct action.

H. **RIGHT OF PRIVACY:** Students are guaranteed the reasonable privacy of their room and belongings. However, under specific guidelines rooms may be entered and inspected by Nichols College staff members. These guidelines include, but are not limited to, cases of emergency, need for repairs, health and safety inspections, and when reasonable suspicion exists to indicate that a violation of College regulations, Federal, State or local laws may be taking place in the room.

I. **ROOM ALTERATIONS:** Occupants are not allowed to paint, alter, or remodel any student room or public area in the residence hall without prior approval from Residence Life. Damages will be assessed to the residents concerned.

J. **ROOM AND BOARD PAYMENT:** A student's registration for classes indicates that the student understands and agrees to accept the responsibility for and legal obligation to pay all costs incurred or to be incurred for the student's education. Such costs include, but are not limited to, tuition and general fees, room and board, fees required for certain specialized courses, and other special fees which may be assessed from time to time. Although the student's parents or legal guardian may serve as co-signer with the student, the student remains primarily responsible and legally obligated to Nichols.

The College, in turn, agrees to make available to the student certain educational programs and the use of certain College facilities, as applicable and described in the Catalog. A student's failure to pay college bills shall release the College from any obligation to continue to provide the applicable educational benefits and services. Such benefits and services include, but are not limited to: grade reports, transcripts of records, diplomas, letters of recommendation, preregistrations, and admittance to classes, housing in the residence halls, meal plans, and the use of College facilities.

K. **ROOM CHANGES:** All room changes must be coordinated through the Office of Residence Life. Changes cannot be made during the first two weeks or the last two weeks of a semester. Please email reslife@nichols.edu to inquire about a room change. **Unauthorized room changes will result in administrative re-assignment, conduct action and fines.**

L. **ROOM AND BOARD REFUNDS:**

- Refer to section number 2 (Housing) for students who change from a resident to a commuter student prior to the add/drop week of the Fall term.
- For students who wish to change from a resident student to a commuter student after the beginning of the Fall term:
 - Must complete a Change of Status form with the Residence Life department
 - Students must vacate their room and remove all belongings within 24 hours of the effective date of the status change (or by the last day of the Fall term for students who are residents in the Fall term but change status for the Spring term). See section 6-T (vacating Residences) for additional terms.
 - Failure to do so will be considered an improper checkout and result in the per day charge for each day the belongings remain in the room or in storage.
 - Your Room and Board charges are adjusted according to the withdrawal policy.
 - Your financial assistance package will be adjusted to reflect commuter versus resident status
- Students who are **dismissed** from the Residence Halls are **not** eligible for room or board refunds.
- Questions concerning billing charges or financial assistance package should be directed to Student Financial Services at SFS@nichols.edu.

M. **SAFETY AND SECURITY:** All the halls are locked 24 hours a day. A Resident's keys and/or identification cards will let them into their room and building. An annual Safety and Security Report detailing safety and security procedures, and crime statistics is available from the Residence Life Office, on the College web site and through the Office of Public Safety.

For safety and damage reasons, removal of window screens is prohibited.

Fire Safety Equipment, Evacuation, and False Alarms: Tampering, damaging, or misuse of fire safety equipment, alarms, extinguishers, exit signs, and smoke detectors is not permitted. Failure to evacuate is prohibited and will result in a \$100.00 fine and possible dismissal from the residence halls. Falsely reporting, setting, or causing a false alarm is not permitted (see the Residence Life Policy Guide and Student Code of Conduct for

sanctions). Any tampering or vandalism to fire sprinkler equipment and/or smoke alarms will result in a \$500.00 fine and all cost of damages will be charged to the resident(s) responsible, and possible dismissal from the residence halls.

N. **SEXUAL ASSAULT:** Rape, sexual assault, and sexual abuse, whether committed by a stranger, friend, or steady dating partner, are criminal offenses subject to prosecution under the law. (Please see the Sexual Assault/Rape Policy in the Student Code of Conduct for complete policy guidelines.)

O. **CABLE T.V. HOOK-UP/INTERNET CONNECTION:** Students will be billed by the College for any necessary repairs due to tampering or improper use. Cable T.V. hook-up, and Internet connection are provided to student rooms at no additional charge. Although wireless internet is available in each residence hall room (with wireless card and configuration by Nichols College Computing Services), wireless routers, wireless printers, hubs, etc. are strictly prohibited.

P. **WEAPONS:** The possession, use, or sale of weapons, ammunition, combustibles, fireworks, blowtorches, and explosive devices or any other substance or device designed to harm or incapacitate is prohibited on campus. "Weapons" are defined as revolvers, pistols, paintball and air-soft guns, BB guns, pellet guns, stun guns, shotguns, chemical weapons, knives over 8 inches in length, slingshots, bows and arrows, martial arts weapons, and other materials that can be used to intimidate, threaten, or be an endangerment to self or others are prohibited. Toy weapons (including NERF brand) and those that look like real weapons are similarly prohibited on campus.

Q. **SMOKING IN RESIDENCE HALLS:** Smoking of any kind, including vaping, is prohibited in all campus buildings, **including residence halls (individual rooms, hallways, lounges, etc.)**. Furthermore, smoking is prohibited less than 25 feet of any structure on campus.

R. **CARE OF ROOMS:** Each student is responsible for daily room care and is expected to preserve reasonable order and cleanliness in it. **Charges will be assessed against the occupant(s) of a room if custodial cleaning is required during the year** or if extra cleaning is needed upon the closing of the residence halls. Residents are expected to cooperate in keeping public areas clean. For safety, sanitary, and maintenance reasons, the residence hall staff will inspect rooms periodically, through health and safety inspections.

S. **APARTMENTS WITH KITCHENS:** Residents agree to keep the kitchen area clean and all kitchen equipment in good repair. Each resident is expected to use the kitchen area in a careful manner and to ensure safety for all residents.

T. **LOFTS/BARS:** Lofts, not provided by the College, are prohibited. Student-made bars are prohibited.

U. **VACATING RESIDENCES:** At the close of the academic year, upon withdrawal, or termination of this Agreement, students must: a) remove all personal belongings from their rooms, b) return keys and c) check out with Residence Life Staff. In the case of withdrawal during the academic year, students may be asked to vacate any time up to, but not exceeding, 24 hours after the notice of withdrawal.

NOTE: Please refer to the Residence Life Policy Guide and Student Code of Conduct for additional information, policies and procedures.

*I understand my responsibilities and obligations as a resident of Nichols College. I understand the conditions and requirements of campus housing as referenced in this Agreement, as well as in the Nichols College Student Handbook, including the collections policy. Upon acceptance of a residence assignment, I agree to assume my responsibilities and obligations. I realize that failure to act in accordance with those responsibilities and obligations, with College regulations, and with referenced Terms and Conditions may result in my being subject to one or more penalties authorized by the College and described in the Nichols College Student Handbook. I **have read this Agreement and understand that I will be held responsible for all the information contained herein.***

Student Printed Name _____

I.D.# _____

Student Signature _____

Date _____

All residential students are required to have a meal plan.

Returning Students for 2020-2021 selected their meal plan on Room Selection/Lottery Nights

1st Year/Transfer Students have been automatically assigned the Unlimited Meal plan, if you wish to change your meal plan, please contact reslife@nichols.edu within the first 5 days of classes