

## 2021-2022

### HOUSING OCCUPANCY AGREEMENT

*Please Read Carefully – Agreement is Binding*

#### INSTRUCTIONS

Fitchburg State University desires to provide on campus housing for its students at the lowest possible rate and, for that reason, must operate the residence halls on an agreement basis for the **FULL ACADEMIC YEAR**.

**If you need to change your housing status, you MUST cancel it by contacting the Housing and Residential Services office. Cancellation fees may apply—the full schedule of fees can be found in Section V of this agreement. Cancellation will not be processed until BOTH the cancellation form and the associated fees are received.**

The following terms and conditions are the basis for which all residence hall students must abide. Please read them carefully. If you do not understand any portion of these terms, please contact Housing and Residential Services at (978) 665-3219 and/or [housing@fitchburgstate.edu](mailto:housing@fitchburgstate.edu).

#### II. ELIGIBILITY

To qualify for university housing the applicant must be an affiliated student.

Priority housing selection will go to an undergraduate degree seeking student, and maintaining full-time student status.

Eligibility for housing selection is met with enrollment with a minimum 3 credit hours (in classroom or on-line) and who is without academic, disciplinary, or other infractions warranting exclusion from university housing. Online students are eligible for on-campus housing. Residents who transition to an online student status during an academic year will be held to the Housing Occupancy Agreement originally entered.

Students who have applied for May graduation will not be eligible to sign-up for housing or participate in room selection events for the following academic year without at minimum a submitted application for continued education after the completion of their current degree.

#### III. OCCUPANCY AGREEMENT PERIOD

##### A. Academic Year:

This agreement financially obligates you, the resident, to a binding agreement that lasts for the full academic year, as long as you are enrolled as a student. If you are enrolled for both semesters (fall and spring), you are financially obligated for both semesters. If you enter into this agreement for the spring semester only, you are obligated to perform

on this agreement through final closing of the residence halls for the spring semester.

Students may occupy their assigned space from the date designated as the opening of university housing to the date designated as the end of the each semester in the university's academic calendar with the exception of breaks and periods halls are rendered closed.

Occupancy is defined by issuance of a key/card access to the student for a specified room and does not require actual physical presence by the student and/or his/her possessions.

##### B. Break Housing

Unless students are notified otherwise, residence halls will be closed during the Winter break (between fall and spring semester) and Spring Break. Should selected residence halls remain open for a break, students who reside in that facility will be notified of this option and would be required to pay an additional fee if they choose to extend the agreement period to include break housing.

When residence halls are closed for breaks, residents of these and other units who are not under an occupancy agreement and do not have access to their assigned buildings/rooms.

#### IV. ACCEPTANCE OF OCCUPANCY AGREEMENT

The signature/online acceptance of the student on his/her housing occupancy agreement signifies that the student has read these terms and conditions and agrees to abide by all conditions, terms and policies specified in this agreement and binds the student to this agreement upon acceptance by Housing & Residential Services. Upon acceptance the student is now a resident.

#### V. OCCUPANCY AGREEMENT TERMINATION

**A. Occupancy Agreement Termination by the Student** The student may terminate this agreement by giving written notification to Housing & Residential Services under certain circumstances (refer to **Section VI**). If the student has occupied the assigned space, he/she must follow proper check-out procedures as published in the Residence Hall Policies and Procedures.

Occupancy is defined by enrollment for the academic term or issuance/access to a specified room and does not require actual physical presence by the student and/or his/her possessions. Failure to check-out properly will result in a \$25 administrative charge. Additional costs may be assessed for a lock recombination. The student must contact Housing and Residential Services directly to terminate his/her agreement.

##### B. Occupancy Agreement Termination by the University

Upon reasonable notice and for good cause, the university reserves the right to terminate this agreement at any time. Examples of good cause include, but are not limited to:

- a change in student status, including academic or disciplinary sanctions
- failure to attend classes
- failure to remain a degree seeking student
- failure to make payment of required charges by announced deadlines
- failure to comply with state or federal laws residence hall policies and regulations
- rules and regulations as described in the Student Handbook, Residence Hall Policies & Procedures Handbook, this agreement and/or terms, or any other published rules and regulations of the university
- failure to admit an officer or agent of the university for reasonable inspection of the room for health, safety, sanitation standards
- failure to comply with the directions or order issued by any officer of the university
- possession, sale or use of drugs or misuse/abuse of prescribed medicines
- tampering with life safety equipment or otherwise endangering the safety and/or security of other residents

Should this agreement be terminated, the student will be required to vacate the residence hall immediately unless an extension in writing is given which will not exceed 72 hours from the Director of Housing & Residential Services/designee of the department. In the event the student does not vacate within the allowed time period the room lock will be changed at the student's expense. Any property of the student remaining in the residence hall room or building will be addressed according to the Abandoned Property Process.

Termination for any of the above conditions will result in the student being liable for all charges assessed during the term of this agreement and will not receive any refund for current semester room and board fees, forfeiture of their reservation/security deposit, being financially responsible for any room damages and unreturned keys, and be required to properly check-out as directed.

## VI. OCCUPANCY AGREEMENT RELEASES AND CANCELLATIONS

### A. Occupancy Agreement Releases

A student may request, in writing, a release from this agreement under the following conditions with no penalty if granted:

1. Graduation
2. Enrollment in the following outside of a 30 mile radius of the university physical address, 160 Pearl St. Fitchburg, MA 01420:
  - student teaching

- practicum/internship
  - nursing practicum
3. Approval under the following conditions will result in forfeit of housing deposit:
    - Withdrawal from University
    - Transferring to another school

### B. Buy-Out of Occupancy Agreement

A student wanting to be released from their agreement for any other reason must participate in the Buy-Out option by paying 35% of room charges and board charges for the subsequent semester. The board charges may be credited to the purchase of a meal plan for the semester the Buy-Out is in effect.

A student cannot participate in the buy-out option for the current semester. All buy-outs must be filed by the published deadline and paid in full. Students who participate in the Buy-Out are not eligible for a refund of their deposit.

### C. Returning Resident Cancellation Policy

Current residents who complete an occupancy agreement, thereby reserving a space for the full academic year, may request, in writing, to cancel this agreement by:

- April 15 to receive a refund of the housing deposit

#### Cancellation requests received:

- April 16–June 30 will result in forfeiture of the deposit and being assessed a \$50.00 cancellation charge
- July 1–July 31 will result in forfeiture of the deposit and being assessed a \$150.00 cancellation charge
- August 1–Opening will result in forfeiture of the deposit and being assessed a \$250.00 cancellation charge

Opening is defined as opening day of the first year residence halls on the academic calendar.

All cancellation dates will be established by postmark or fax date on the written request.

### D. Incoming Student Cancellation Policy

Upon receiving a signed agreement and deposit, this agreement will be accepted by Housing & Residential Services for assignment.

A student may request, in writing, to cancel the Housing Occupancy Agreement by July 15th:

- July 15th with no penalty

Cancellations requests received after July 15th and the Friday before the opening of the first year residence halls on the academic calendar will be assessed as follows:

- Cancels Housing and not enrolling
  - Forfeit \$150.00 housing deposit

- Cancels housing but continuing to enroll
  - Forfeit housing deposit
  - Assessed \$150.00 cancellation charge

#### **E. Cancellation After Occupancy is Scheduled to Begin**

Cancellation after occupancy is scheduled to begin, defined as opening day of the first year residence halls on the academic calendar, will result in the student being held financially responsible for their room charges for the semester as long as they are enrolled at Fitchburg State University.

If the student voluntarily leaves the university and is no longer enrolled at Fitchburg State University they are held financially liable for 35% of the occupancy agreement for the semester.

If the resident never check-in to their room (no show), financial responsibility is applicable to their enrollment at the university. Students declared to be a no-show forfeit their reservation/security deposit and students who continue to enroll in classes at Fitchburg State University will be held financially responsible for their occupancy agreement.

### **VII. ASSIGNMENT OF SPACE**

#### **A. Assignment**

##### Returning Students

- All eligible returning residents who apply for housing by the published deadline are guaranteed university housing.
- Returning residents who applied late and did not meet published deadlines will be assigned pending availability of space.

##### Current Students – Not living on campus

- Current student who reside off campus will be assigned pending availability of space.

##### Incoming Students

- Incoming students who meet agreement/deposit deadlines are guaranteed university housing and will be assigned on a first-come-first-served basis.
- The receipt date of the reservation/security deposit determines priority; the last receipt date will determine priority if sent separately.

While every attempt will be made to honor building preferences and mutual roommate requests, the university reserves the right to reassign students to other rooms and/or buildings for cause(s) deemed sufficient by Housing & Residential Services. This occupancy agreement is for a space, not a particular room. Roommate requests must be mutual and will be assigned based on the receipt date of the last student to apply for university housing.

If a student fails to occupy his/her assigned space before 5:00 pm on the first day of classes

without notifying Housing & Residential Services of a delayed arrival, the space may be reassigned and the student declared a no-show.

Reassignment (room and/or building) of the student may be implemented if resident fails to occupy (as defined by this agreement) the assigned space before the established deadlines for each semester.

#### **B. Expanded Occupancy**

Residents are expected to move out of "Expanded Occupancy" spaces are based on receipt date of housing occupancy agreement, except where extenuating circumstances may necessitate deviation from that order. If a student is assigned to "expanded occupancy" beyond the consolidation period, the rental fee for all residents in the expanded occupancy will be reduced by 20% according to the guidelines established by the Massachusetts State College Building Authority.

#### **C. Occupancy**

A room may only be occupied by the person(s) properly assigned to the room. Neither room assignments, nor the occupancy agreement, are transferable and occupancy by a student or other person without authorization is not permitted.

Room changes are not permitted during the first two weeks of classes of the fall and spring semesters. This "freeze" period allows Housing and Residential Services to identify "no shows" and stabilize occupancy records.

Changes of room assignments are permitted according to the guidelines outlined in the Residence Hall Policies and Procedures Handbook. If a student completes an unauthorized room change, that student will be required to return to his/her originally assigned space, may be denied the opportunity to participate in any other room changes, and will be assessed a \$25.00 administrative charge.

If the unit occupied is a disabled-accessible unit, and the student is not disabled in a manner which requires him or her to have a disabled-accessible unit, the student agrees to transfer to a non-disabled-accessible unit if the accessible unit is needed for a disabled student.

#### **D. Consolidation**

Students who are in a double occupancy room, but who find themselves without a roommate for whatever reason, may be required to consolidate. Consolidation involves either:

- moving to another room
- finding someone else in the same situation to move in with you

In cases where none of the consolidating parties wishes to move, priority to remain will be determined in the following order:

- length of room occupancy
- length of enrollment by credit hours

- date of receipt of occupancy agreement.

#### **E. Non-Discrimination Policy**

The university prohibits discrimination on the basis of religion, race, creed, age, gender, veteran status, color, disability, sexual orientation, or national origin in the assignment of persons as roommates.

### **VIII. MEAL PLAN REQUIREMENT**

Cedar Street, North Street Apartments, Townhouse Apartments and Simonds are exempted from the meal plan requirement. Residents of these identified buildings may apply for the:

- 5 Meals per Week
  - 1 per day (Monday – Friday)
  - 50 Dining Points per semester

All other residence halls must select one of the following meal plans (the identified buildings above are also applicable to select from below):

- 10 Meals per Week
  - Any 10 meals seven days a week
  - 75 Dining Points per semester
- 15 Meals per Week
  - Any 15 meals, seven days a week
  - 100 Dining Points per semester
  - 5 guest meals per semester
- Freedom Meal Plan
  - Unlimited number of meals in Holmes Dining Commons
  - 125 Dining Points
  - 5 guest meals per semester

There is no refund for missed meals or carry over to the next semester. Changes in the meal plan selected may not take place after the third week of classes. Meal service is not provided during Thanksgiving, Winter and Spring Breaks.

Students may also add additional money to their Fitchburg Gold account which can be used on campus and at approved off campus vendors. Fitchburg Gold is not refundable.

On-campus dining service and all retail food units are operated by Chartwells Inc. on behalf of the university.

### **IX. DEPOSIT AND AGREEMENT PAYMENT**

#### **A. Deposit**

A housing deposit of \$150 is due before the student submits a housing application and signed online occupancy agreement, if a deposit is not already on file with the university. The deposit will be refunded upon proper completion of this occupancy agreement or subsequent occupancy agreements. Upon satisfactory completion of the occupancy agreement per current release terms, the deposit will be refunded/applied to the students' Fitchburg State University account.

#### **B. Payment**

The housing and meal rates per semester are payable in full at the time of payment of tuition and fees for each semester. All other charges must be paid in full upon notification of charge.

If payment is not made by the stipulated deadline, Student Accounts will assess a late fee as applicable. In addition, failure to pay all outstanding charge will result in a hold being placed on the student's account which may prohibit further registration, issuance of transcripts and other records, and face loss or removal from student housing.

Failure to make payment by appropriate deadlines may result in termination of this occupancy agreement. If charges are not paid and the university requests assistance from a collection agency, the student is responsible for any additional collection fees.

Room and board rates for the academic year will be announced during the Spring of the academic year prior.

### **X. REFUND**

A student who withdraws or is required to withdraw from the university during a semester, or whose occupancy agreement is properly cancelled (see **Section VI** Occupancy Agreement Release), may receive a prorated refund of housing and meal plan fees, determined by the date the student removes all personal belongings from the assigned room, returns key, and officially checks out of the residence hall. No refunds will be made after the 10<sup>th</sup> week of classes, for a fractional part of a week, or if the student is removed from housing for a disciplinary reasons.

Any resident removed from housing or become not eligible to remain in housing for disciplinary reasons will not receive a refund of any fees.

### **XI. RESIDENCE HALL FACILITIES AND POLICIES**

This agreement is not intended to create a usufruct or convey any tenancy or other property interest to the student, the intent being instead to create a licensor/licensee relationship subject to the terms and conditions stated herein. The residence halls are considered private property, reserved for the exclusive use of resident students, invited guests, and authorized University personnel. Residents are responsible for abiding by all University and residence hall policies and for informing their guests of said policies.

Residents are held responsible for the behavior of their guests and all activities originating from their assigned rooms. Violations of any of the provisions in this occupancy agreement or those outlined in The Student Handbook, Residence Hall Policies and Procedures, or any other university policies will be considered violations of the occupancy agreement and grounds for removal from university housing. Violations will be referred to

appropriate university personnel for disciplinary action and also may be referred to law enforcement officers for investigation and prosecution under applicable criminal laws.

Students shall have equal rights to use lounge areas, hallways, baths, and other common spaces and agree to respect the rights of other students in such areas. These facilities include, but are not limited to, study lounges, main lounges, recreation rooms, laundry rooms, bathrooms, etc.

#### **A. Health, Fire & Other Safety Issues:**

Possession or use of a fireworks, explosives, flammables, hand guns, rifles, shotguns, weapons of any kind, including BB guns, stun guns, knives, martial arts equipment, laser pens, bows and arrows, etc., or other objects with the potential to cause bodily harm, are prohibited.

Burning candles and/or incense, use of grills, any open flame apparatus, or explosive devices are prohibited.

Firefighting, detection and alarm equipment is provided for the protection of all residents. Misuse of or tampering with this equipment is a violation of university regulations and state criminal statutes, and may result in any one or combination of the following: immediate termination of this occupancy agreement, university disciplinary action, and criminal fines and/or imprisonment.

Students are required to evacuate a residence hall when a fire alarm is activated or during other emergencies.

No objects are to be thrown or dropped from balconies, roofs or windows.

Propping open corridor or stairway fire/smoke doors, opening a secured outside door of a residence hall or improper use of emergency exits is prohibited.

Threats or acts of bodily harm are prohibited.

Blocking or obstructing corridors, breezeways or stairways is prohibited.

#### **B. Student Rooms/Furnishings**

Any room furnishing added by a student must be free standing, and no part of one's personal furnishings may be attached, wedged, or secured in any manner to the ceiling, floor, walls, or university furnishings in the room. No item may be located so as to obstruct direct access to the door or windows so that evacuation is hindered. No university room furnishings may be altered from their intended design or removed from the room by the student or his/her guest(s).

No common area furniture may be taken from the lounges or other areas and placed in student rooms or moved to other locations.

No personal property may be stored in public areas.

#### **C. Pets**

Pets are not permitted in the residence halls except fish in tanks not larger than 20 gallon capacity.

#### **D. ADA Accommodations**

All ADA Accommodations (including emotional support animals) must be submitted to Disability Services for approval.

#### **E. Community Policies**

Because the residence halls comprise a unique community living situation, policies that provide for the health, safety, and security needs of all residents are a necessity. These policies foster a cooperative living environment and prohibit behaviors which adversely affect the residence hall community.

- **Rights of Others:** In order to maintain the academic atmosphere of the residence halls, students are expected to conduct themselves in a considerate manner with regard to the rights, safety, and needs of others. Accordingly, students are obligated to live in a cooperative manner with roommates and other residents. Students are expected to recognize and respect the authority of university staff and to comply with requests they make in the performance of their duties.
- **Residential Environment:** The living and studying conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the university and all of its other students. Therefore, Housing and Residential Services may make changes in official administrative policies as deemed necessary in the interest of health, safety, discipline of students or university employees, or for educational purposes, and the student shall abide by such changes in policies. Campus policies and regulations are published in The Student Handbook, the Residence Hall Policies and Procedures Handbook, this Housing Occupancy Agreement, and other documents which address particular operations of the university.

#### **F. Solicitation**

No solicitation is allowed in university housing. No student may operate a business or other commercial enterprise from his or her residence hall room or any other part of the campus without expressed written consent of the university.

## **XII. DAMAGE CHARGES**

Students are responsible for loss or damage to furnishings or equipment in the residence hall room to which they are assigned. When damage occurs to any part of the public area of your community (hallway, lounges, bathrooms, etc.), all residents of the living community will be notified and held responsible for cost of the repair. Students will be billed for the replacement or repair of any university property they damage or lose.

At the time a student occupies a room, a Room Inventory & Checkout Form must be completed.

This form establishes student responsibility for the room condition, furnishings, and room key/OneCard. Students vacating rooms are expected to remove all trash and personal belongings from rooms.

Any damages, beyond normal wear and tear, upon check-out will be charged to the student. Final billing will be assessed by the Department once rooms are vacated. For more information on the community assessment process refer to the Residence Hall Policies and Procedures Handbook.

### **XIII. KEY/ONECARD**

#### **A. Keys (if applicable to your building/room)**

- Students are issued a key at the time of occupancy at no charge. If a key is lost, the students will be charged to replace the core and cut new key. When a room is vacated, it is the responsibility of each student to turn in the keys where applicable to the building staff and see that the check-out form is reviewed.
- If a key is not returned by the resident, it is considered an improper check-out and the lock will be automatically changed out at the student's expense. It is the responsibility of all residents to keep their key with them at all times.

#### **B. OneCards**

- Students are issued a one-card at no cost once affiliated with the university. OneCards are not transferable and may not be loaned.
- Lost or Stolen Card Replacements:
  - i. Report lost or stolen cards immediately to the OneCard Office at (978) 665-3039 during normal business hours. You can also deactivate the financial functionality of the card via the My Accounts Online Website. New cards can be made at the OneCard office during normal business hours
  - ii. If your OneCard should be lost or stolen, you will be charged a \$25 replacement fee.
  - iii. Lost or stolen cards are not subject to the one free replacement card per academic year policy.
  - iv. Refunds will not be issued after a card had been paid for.

- Damaged Card Replacements:
  - i. Currently enrolled students are eligible for one free card replacement per academic year if the damaged card is surrendered to the OneCard Office
  - ii. All subsequent damaged card replacements will cost \$15.00 as long as the card is surrendered

### **XIV. RIGHT OF ENTRY SEARCH AND SEIZURE POLICY**

The university reserves the right to enter the student's room in the following instances:

- A. when there is sufficient reason to believe that an occupant of the room may be physically harmed or endangered; university property is being endangered; university policy is being violated
- B. to make periodic health, safety, and maintenance inspections
- C. to make routine physical repairs to university property.
- D. If there is some specific reason to suspect that a criminal offense has taken place or that evidence of that offense may be secured in that room, the warrant requirement shall be followed.

If in the course of entry as described above, illegal materials are found in plain view they will be removed and the student will be notified of the confiscation and face possible disciplinary action.

### **XV. LIABILITY**

Residents are responsible for their belongings.

The university does not assume responsibility for loss of, or damage to, personal articles through fire, water, theft, or any other cause. Additionally, the University is not responsible for personal property left by students during break periods; after the date of their withdrawal, transfer, departure, suspension or dismissal from any room in a university residence hall.

The university suggests that students insure their personal property.

### **XVI. UTILITIES**

The residence hall fee charged under this agreement includes the following utilities: electric, sewer, water, gas, basic cable TV, and data access to the university computer network. Residents shall use utilities in a conservative, economic, and efficient manner. Failure of utility services will not render the university liable for inconvenience to residents or damage to property, nor abatement of agreement residence hall charges owed, nor relieve residents of

obligation under this agreement. Utility services may be reduced or removed during prolonged break periods in the interest of energy conservation or maintenance and safety.

#### **XVII. ADDENDA**

Housing rules and regulations appearing in the most recent Student Handbook, Residence Hall Policies and Procedures Handbook or revisions thereto as may be periodically instituted by Housing and Residential Services, are made a part of this agreement.