

2023-2024 Housing Agreement

A. Residency Requirement

Because Alma College is a residential college, all students must live in college-owned housing for four years unless they are approved for off-campus residence by the Residency Exemption Committee.

B. Terms and Definitions

The following definitions apply to the 2023-2024 Housing Agreement:

1. **Housing Processes:** Housing assignment processes held throughout the year that include moves to vacancies, trading spaces, administrative moves, and new student assignments.
2. **New Resident:** Students who are enrolling as full time Alma College students for the first time.
3. **Resident:** Student living in Alma College-owned housing. College-owned housing includes but is not limited to residence halls, apartment units, small houses, and Fraternity and Sorority houses. Use of “the Resident” or “Resident” refers to the specific resident signing this Agreement.
4. **Returning Resident:** Current Alma College student who is re-enrolling as a full time student for the following semester or academic year.

C. Housing Agreement Terms and Conditions

1. **LICENSE.** When the Resident signs the Housing Agreement and meets the terms and conditions below, Alma College (“the College”) will confer upon that resident a limited and revocable right to occupy College housing. That right can be revoked as provided herein. College housing is for residential use only.
2. **ELIGIBILITY.** Alma College is a residential campus. The College’s housing requirement is part of an effort to ensure optimum learning opportunities for residents. To qualify for College housing, each resident must be a full-time student [high school graduate] and registered for classes at Alma College. According to the residency policy, all full-time undergraduate students of Alma College are required to live in campus housing unless the Residency Exemption Committee approves them for off-campus residence.
3. **ELECTRONIC SIGNATURE.** Submission of this Agreement and an electronic signature has the same force and effect as submission of the Agreement by mail or in person. If requested, the Resident will verify his/her signature and consent in writing to the 2023-2024 Housing Agreement at check-in.
4. **PERIOD OF AGREEMENT.** This Agreement is valid for the 2023-2024 academic year (Fall and Winter terms, and Spring Term when applicable) or balance thereof. It is

understood the agreement period does not include break periods, including but not limited to the Thanksgiving Break, Winter Recess, Winter Break, or Spring Break. The period of agreement, including break periods, is defined in the calendar below: Break periods for each academic year will be published in the official academic calendar.

a. 2023-2024 Housing Calendar

8/23/2023	First year/new resident move in
8/26/2023	Returning resident move in
8/27/2023	Returning resident move in
10/9-10/2023	Fall Break (housing remains open)
11/21/2023	Housing closes for Thanksgiving break at 5:00 pm
11/26/2023	Housing re-opens at noon
12/8/2023	Housing closes for winter recess at 5:00 pm
1/7/2024	Housing re-opens for winter semester at noon
2/23/2024	Housing closes for winter break at 5:00 pm
3/3/2024	Housing re-opens at noon
4/19/2024	Housing closes at 5:00 pm for residents not participating in commencement
4/20/2024	Housing closes at 5:00 pm for all students
4/27/2024	Housing re-opens at noon for Spring Term
5/23/2024	Housing closes at 5:00 pm. No exceptions due to Highland Festival.

5. BREACH OF AGREEMENT. Violation of any term or condition of this Agreement shall be considered a breach of this Agreement. In the event of such a breach, the Director of Residence Life or designee shall notify the Resident in writing. Remedies for breach of this Agreement include, but are not limited to, denial of housing, permanent exclusion from on-campus housing, disciplinary action, reassignment to another unit, or termination of this Agreement. The determination by the Vice President for Student Affairs will be final concerning all such matters.
6. TERMS SUBJECT TO CHANGE. With notice, the College may change the terms and conditions during the term of the Agreement. These new terms will supersede any previous terms and conditions.
7. FORUM SELECTION. Any and all disputes arising from or in connection with the Resident's housing at the College shall be resolved through the College grievance resolution process. If no resolution can be reached in that manner then it will be resolved in a court of competent jurisdiction in Gratiot County, Michigan.
8. GOVERNING LAW. This Agreement is entered into under and is governed by Michigan law.
9. HEADINGS. The headings in this Agreement are for convenience only and will not be used to modify, limit, or extend any provision.

10. SEPARABILITY. This Agreement is separable. If a court declares any provision of this Agreement void or invalid, all other provisions of this Agreement remain binding.

Agreement

D. The College agrees to the following:

1. ROOM ASSIGNMENTS. The College will provide a room accommodation to the Resident for a period of one academic year or the portion of the academic year remaining at the time a Resident moves in, exclusive of established break periods. Services provided by the College begin on the official check-in dates for the specific area and include access to the assigned building and room.
2. STAFFING. The College will provide staff that will help facilitate a living experience that complements the academic mission of the College.
3. PROVISION OF SERVICES. The College will provide services described in this Agreement on a continual basis, although temporary and/or permanent interruptions may occur by an act of God, availability of resources as determined by the College, maintenance activities, for the health and safety of students, faculty, and staff, pursuant to government order, or other condition that is reasonably beyond administrative control. Standards and levels of services are determined by the College.
4. NONDISCRIMINATION STATEMENT. As written in the College's Policy on Nondiscrimination, "Alma College will not discriminate against any...student or applicant for admission on the basis of race, color, sex, religion, national or ethnic origin, physical or mental disability, age, height, weight, marital status, sexual orientation, gender, gender identity, arrest record, genetic information, or any other protected category under applicable local, state or federal laws." The full policy can be viewed here <https://www.alma.edu/live/files/3195-civil-rights-policy-november-2018>.
5. OCCUPANCY. Occupancy of residence halls shall be understood as double occupancy per room unless otherwise specified by the Residence Life Office. Roommate assignments for double occupancy may be made upon request by Resident or at the discretion of the College. The College reserves the right to change room and roommate assignments for reasons of roommate compatibility, space limitations, or other reasons deemed appropriate by the Residence Life Office. In the event of a fire, flood, utility outage, public health crisis or other major event that renders a building or a portion of a building unavailable for use the college reserves the right to relocate students. The period of occupancy shall coincide with the agreement period.
 - a. SINGLE ROOMS. Single occupancy may be available, as space permits. Residents with documented accommodations will receive priority in single room assignments. Any residents living in single rooms without a documented accommodation may be removed from their single room and into a double occupancy room with another resident if the single room is required for a

student with a documented accommodation. All residents in a single room assignment agree to pay the published single room rate for the academic year.

- b. **TRIPLES AND QUADS.** Some three and four-person rooms may be available, as space permits; availability is not guaranteed. Residents must request these rooms with all intended roommates, and all roommates must consent to the three or four-person room assignment. If at any point the three or four-person room is not filled to capacity, the residents may be moved to double occupancy rooms.
6. **MAINTENANCE.** Only the College, through its authorized personnel, shall make repairs and perform maintenance in residence halls. The College will make all repairs and perform maintenance in the residence hall and the resident's room with authorized personnel, on routine schedules and under a request system of priority scheduling.
7. **COMMUNICATION.** The College uses an electronic mail system (email) as the official and preferred method of communication. The College is not responsible for email messages sent to the Resident's College email account that are not received by the Resident. Residence Life will notify residents of changes to the 2023-2024 Housing Agreement by means of a College email message.
8. **REMOVAL OF ITEMS.** Any personal property left in the Resident's room or on the premises following termination or expiration of this Agreement, the Resident's separation by or from the College, and/or the date of check-out will be deemed abandoned. The College may dispose of the property without compensation to the student and charge the student for labor involved in removing trash or property. The College may sell or otherwise dispose of such property in any manner without liability.
9. **COLLECTIVE RESPONSIBILITY.** The College reserves the right, when individual responsibility cannot be determined, to hold residents collectively responsible for damage, theft, loss, or special service to the common areas or to College property within them.
10. **REMOVAL FROM CAMPUS.** Where appropriate and by adherence to the Student Conduct process, government order, or pursuant to the College's determination that removal is necessary for the health and safety of residents, faculty, and staff, the College reserves the right to remove a resident from his or her residence hall. Residents removed from the residence halls for violations/variations of the Housing Agreement, pursuant to government order, or based on the College's determination that removal is necessary for the health and safety of residents, faculty, and staff, remain responsible for the financial obligations of the agreement period, subject to the College's duty to mitigate. In cases where a resident is removed pursuant to government order or based on the College's determination that removal is necessary for the health and safety of residents, faculty, and staff, such a resident shall be entitled to a partial refund of \$25 per day. This refund shall encompass both housing and meal plan. Separate refunds for

housing and dining will not be offered. Residents removed from the residence halls must vacate their room within 24 hours of notification unless otherwise indicated.

E. The Resident agrees to the following:

1. HOUSING PROCESSES. Resident hereby agrees to follow the Housing Processes described below.
2. HOUSING REGISTRATION. Housing registration will be completed online through the College's housing management system unless otherwise noted. Resident must submit a Housing Agreement before registering for housing.
3. ROOM CONSOLIDATION. In order to be fair, cost effective, and accommodating to all residents, the College may request residents to change room or hall assignments, or to assign roommates to consolidate vacancies. Vacancies are consolidated by having a resident move from a double room when there is only one occupant, to a room with double occupancy. Before requiring residents to consolidate, Residence Life will allow residents to find a new roommate of their choice who currently lives on-campus. Three choices exist regarding consolidation:
 - a. Resident may remain in their room without a roommate, but must pay the single room rate, prorated from the date of single occupancy, for the remainder of the time spent in single occupancy. The College reserves the right to deny this option at any time and to revoke single occupancy as needed to meet occupancy demands.
 - b. Resident may find another person to be their roommate; or
 - c. Residence Life will find another person to be Resident's roommate – or Resident may be asked to be another person's roommate.

Residents failing to cooperate with the consolidation policy can be assessed a pro-rated charge without their consent.

4. ROOM CHANGES. Rooms in residential facilities, including residence halls, small houses, Greek houses, and apartment units, are assigned to each Resident for the academic year. A voluntary change in room assignment must be approved by the Residence Life Office staff before any change is made. If the Resident moves without getting the approval from the Residence Life Office staff, they will be charged with an improper check-out and a \$75 fee will be posted to the Resident's College account. The college reserves the right to make changes in room assignments when it deems it is necessary, but it will notify the affected Residents in advance of these changes, whenever possible.

5. ACCEPTANCE OF ROOM ASSIGNMENT. Resident hereby agrees to accept the room assignment provided by the College.
6. MOVE IN. Resident shall not move in until a Housing Application and Housing Agreement have been submitted. Resident also shall not move in until the move in dates designated in this Agreement. Residents who move in before their designated move in date will be assessed a per diem rate for occupancy, and may be charged other fees as appropriate. Move in dates for the 2023-2024 academic year are as listed in the housing calendar under "Period of Agreement."
7. BREAKS. Residents who may wish to remain in campus housing during break periods may petition the Director of Residence Life or their designee, at whose sole discretion, for reasons of security, economy, or any other reason, may accept or deny such request. Petitions to stay in campus housing during breaks must be submitted in writing at least one week prior to the start of the break period. If approved, the College shall charge an additional rate per diem for occupancy. The College will not provide meals during breaks.
8. MEAL PLAN REQUIREMENTS. All residents are required to have a meal plan with the College. Exemptions to this requirement may be requested through the Meal Plan Requirement Exemption application. Such release is available to residents whose circumstances make campus dining impractical or impossible. The request will be reviewed by a committee which will decide whether to grant or deny the request. A removal under the section titled REMOVAL FROM CAMPUS or termination under the section titled TERMINATION/REVOCATION BY THE COLLEGE pursuant to government order or the College's determination that removal or termination is necessary for the health and safety of residents, faculty, and staff shall be the only methods whereby a resident shall be entitled to a partial refund for a meal plan. If such a removal/termination happens, the resident shall receive a partial refund of \$25 per day. This refund shall encompass both housing and meal plan. Separate refunds for housing and dining will not be offered. Unused munch money shall not be refunded.
9. PAYMENT. In consideration of the housing accommodations and meal plans provided by the College, Resident, and if Resident is a minor, Resident's parent(s) or legal guardian(s), agree to pay to the College all room and board costs according to the fee schedule and payment procedures published by the College.
10. CONTACT INFORMATION. The Resident's name and contact information (permanent and campus mailing addresses and telephone numbers, e-mail address) will be given to their assigned roommate(s) and suite- or apartment-mates, if any, notwithstanding any separate request for confidentiality made to the College. This same information will be made available to Student Affairs staff members.
11. HOUSING POLICIES. Resident hereby agrees to conform to all Student Handbook and Residence Hall policies.

12. **SURRENDER OF POSSESSION.** Residents must vacate and remove personal property from Resident's room within 24-hours after withdrawal from the College, removal from campus, or termination of the Agreement. In addition, the Director of Residence Life may request all Residents vacate the halls within 24-hours after Resident's last final examination for each academic semester. Resident agrees to surrender occupancy of the room in the same condition as when initially occupied, with reasonable use, and normal wear and tear expected.
13. **INSPECTION AND SEARCHES.** Resident agrees to abide by the published policy of the College as contained in the Student Handbook regarding room entry and room searches. College representatives shall have the right to enter any room or space at any time, for inspecting for cleanliness, orderliness, and safety/fire precautions, helping in perceived emergency maintenance needs, responding to perceived health and safety emergencies, or for enforcement of any College policies and regulations.
14. **DAMAGES.** Rooms are inspected before Residents move in and Residents are held responsible for keeping the room, its contents, and College furniture in the condition in which it was found. Residents will be assessed for any damages to the room, its contents, College furniture, or the hall.
15. **NONREMOVAL OF FURNITURE.** Resident agrees to keep all College furniture in their assigned room. Resident agrees to pay the full replacement value of any furniture missing from the room or damaged beyond repair after the Resident checks out.
16. **COMMUNICATION.** Resident agrees to check their College email account regularly and respond to official communication from college officials.
17. **SHARED SPACE.** Resident shall ensure that their roommate(s) has access to and equitable use of the assigned space.
18. **ASSIGNMENT PROHIBITED.** Resident shall not assign his/her rights under the license to another party.
19. **LIABILITY.** Alma College assumes no liability for personal injury or damage to or loss of property for any reason, including, but not limited to actions of third persons, theft, burglary, assault, vandalism, or other crimes, fire, smoke, flood, water leaks, rain or hail, ice or snow, explosions, illness (whether caused by the novel coronavirus, COVID-19, or other contagion), other natural phenomena, or interruption of utilities. The Resident agrees to hold harmless and indemnify the College for any claims or damages resulting from the negligence or other acts of the Resident. **Alma College strongly recommends the Resident secure insurance to protect against injury, damage, or loss incidental to residence occupancy.**

F. Cancellation, Release, Termination, and Refund

1. **TERMINATION/REVOCAION BY THE COLLEGE.** The College may unilaterally terminate this Agreement at any time and require the Resident to forfeit immediately the assigned space and meal plan privileges when:
 - a. The Resident’s enrollment is cancelled.
 - b. Information furnished by or for the Resident is incomplete, substantially misleading, or false in whole or in part.
 - c. The Resident is not properly registered, has ceased attending classes, is denied services because of outstanding debts, is academically dismissed, or required to vacate for disciplinary reasons. In such cases, the Resident may be required to vacate the assignment and accept termination of the meal plan on the date of separation from the College or as otherwise specified in writing by the College.
 - d. It is determined the Resident has violated state or federal law, or College policies, regulations, or procedures.
 - e. Pursuant to government order.
 - f. Based on the College’s determination that a closure of College housing is necessary to protect the health and safety of residents, faculty, and staff.

No refunds shall be made by the College in the event that the College terminates the Agreement after the start of the agreement period and the Resident shall remain responsible for the financial obligations of the agreement period, subject to the College’s duty to mitigate. In cases where this Agreement is terminated pursuant to government order or based on the College’s determination that termination is necessary for the health and safety of residents, faculty, and staff, residents shall be entitled to a partial refund of \$25 per day.

2. **CANCELLATION BY THE RESIDENT.** If the Resident wishes to cancel the Agreement before the start of the agreement period, they must submit all cancellation requests in writing to the Residence Life Office by e-mail. If the Resident cancels the Agreement, they will be assessed a cancellation fee. The following cancellation fee schedule will be followed when assessing fees:
 - a. Housing Cancellation Fee Schedule

Cancellation Deadline	Fee
Before Resident move in	\$0 (No charge)

After Resident moves in	Resident is responsible for all housing and dining costs unless they formally withdraw from the college or receive a residency exemption. If the Resident withdraws or receives a residency exemption, room and dining costs will be prorated to the date of checkout, formal withdrawal, or residency exemption approval, whichever is later. No future term charges will apply.
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For the purposes of the above cancellation fee schedule, date of the Resident’s move-in will be determined by the move-in date and time logged by Residence Life staff in the College’s housing management software. Date of departure will be determined by the move-out date and time logged by Residence Life staff in the College’s housing management software.

Students are only eligible for prorated housing and dining charges if they withdraw from the college or are granted a residency exemption. Enrolled students shall not receive any reimbursement except as described in the sections titled REMOVAL FROM CAMPUS or TERMINATION/REVOCAION BY THE COLLEGE.

Charges for on-campus housing will not be removed from a Resident’s College account until the resident completes a formal check out with the residence life office.

3. **RELEASE OF AGREEMENT.** Residents may petition to be released from this Agreement by submitting a formal written request to the Residence Life Office. The request will be reviewed by a committee. Such release is available to residents whose circumstances make campus residency impractical or impossible. If Resident is under 18-years of age when a release is requested, consent of Resident’s parent(s) or legal guardian(s) will be required. The granting of a release under this section is under the exclusive discretion of the committee to which the request is assigned.