

Housing & Dining Terms/Conditions 2024-2025

I. Agreement Types

A. **Base Agreement** This agreement is binding and enforceable for the entire academic year (both Fall and Spring semesters). This agreement will remain in force for the duration of residency and includes financial responsibility for the entire agreement period. The agreement remains binding after the Fall semester unless the student is on an approved leave or official withdrawal from the University. Failure to pick up a key(s) and/or check-in does not release a student from the agreement. Agreement start date and move in date will be determined by university-sanctioned requirements (example: orientation, athletic, course start dates). Generally, a student's move-in day will be the day before these activities start, as provided to the Housing and Residential Education office by the sponsor of your program.

Break periods – For the periods that courses are not in session (Thanksgiving, Winter/Intersession, Spring Breaks), residents with an active agreement may remain in housing as needed, with no additional charge. The following should be kept in mind for these periods:

- Students must indicate their intention to remain in housing so that we may facilitate proper card access and be aware in case of emergency where residents are located.
- Staffing levels may be adjusted during these times, based on expected reduced occupancy.
- Meal service may be limited or unavailable during these periods.
- Transportation services may be limited or unavailable during these periods.

B. **Base Plus:** This agreement encompasses the Base Agreement (as defined above), plus the summer timeframe. In case a student does not have an agreement in place for the upcoming academic year, this agreement ends no later than July 31st each year. Students who have an agreement in place for the upcoming academic year, this agreement extends until the start of that agreement. Please remember, summer housing is consolidated to minimal campus areas, and students may be required to relocate for this period for the university to facilitate summer operations. The dates for these moves to and from summer housing assignments will be communicated by the Housing and Residential Education office. Services for the summer period generally follow the structure of breaks as defined above.

II. **Eligibility:** A completed agreement and confirmed housing assignment allows for the occupancy of the individual student, and not for any other individuals, including family members or dependents. In order to check into campus housing, occupants of residence halls must be:

- Full-time registered UMass Dartmouth students. Less than full-time students must seek an exception from the Director of Housing and Residential Education to be assigned or remain in University Housing.
- Cleared through Health Services requirements.
- Cleared financially through the Student Service Center on campus. For Fall semester, this means the student:
 - Has paid the entire Fall balance in full, OR
 - Has confirmed financial aid to cover the entire Fall bill, OR
 - For any portion not covered by financial aid, has a payment plan set up

Housing & Dining Terms/Conditions 2024-2025

and the first payment complete.

- III. Guarantee of Housing:** Students who have not checked in nor occupied their room by the first academic day of classes each semester may lose their specific housing room assignment. To prevent loss of specific room assignment, students should request permission (via an email to housing @umassd.edu) for late arrival to the Housing Main Office, Oak Glen Hall. Approval for late arrival arrangements must be granted prior to the first day of classes.
- IV. Parties:** The parties to this agreement are the University of Massachusetts Dartmouth and the student (or parent of a student less than 18 years of age) who signs the agreement.
- V. Signing the Agreement:** All students who live in the residence halls must sign (electronically or physically) the Residence Hall Agreement and abide by the Terms and Conditions of said agreement. Students are responsible for complying with the rules, policies, regulations, and procedures contained in this document, official University publications such as the Code of Student Conduct, Housing and Residential Education Handbook, and the Housing and Residential Education website. The student's signature on the Residence Hall Agreement binds the student to the Terms and Conditions of said Agreement. Questions regarding the Residence Hall Agreement should be referred to the Housing Main Office, Oak Glen Hall, 508.999.8140.
- VI. Termination of Residence Hall Agreement:** Students who request agreement termination must submit their request and required documentation online through the Student Housing Info Portal (StarRez). Termination is not guaranteed.

The Housing Agreement Release process is available on the Housing Portal under the Housing Processes section.

- A. The STUDENT may request release and termination of the Agreement if one or more of the following criteria are met and verifying documentation is provided:
- Official Withdrawal from the University including Transfer
 - Graduation
 - Active Military deployment
 - Participation in an approved academic program which requires off-campus residency
 - Birth or adoption of a child by the student after the time the agreement was signed
 - The existence of a documented medical problem indicating a specific change in medical circumstance after the time the Agreement was signed, which cannot be accommodated within the residence hall system
 - The existence of a documented unexpected financial hardship indicating a specific change in financial circumstance after the time the Agreement was signed, which cannot be reasonably alleviated by the Financial Aid Office
 - Legal marriage after the time the agreement was signed

Housing & Dining Terms/Conditions 2024-2025

- The student does not enroll for a full-time course load each semester

B. The UNIVERSITY may terminate this Agreement if one or more of the following conditions exist:

- The student has an unpaid past due balance to the University prior to the beginning of the Fall or Spring semester
- The student has not complied with University immunization requirements
- The student has been academically dismissed or suspended from the University
- The student has been found in violation of University rules and regulations related to conduct that constitutes a risk to the health, safety, or general well-being of the University community.

NOTE: No refund of housing fees will be given to individuals removed from the residence halls by the University for disciplinary reasons.

A student released from the Residence Hall Agreement must vacate their room within forty-eight hours of the date of Agreement Release notification. Students who fail to vacate, complete a proper check-out, and return keys will be subject to financial penalty and eviction.

Personal property remaining in the residence hall after the term of this Agreement has expired shall become the property of the University and may be donated or disposed of.

VII. Refund Schedule: A student who registers for classes and commences studies, but then is granted a Agreement Release for any reason during an academic semester will be granted a housing refund according to the refund schedule below. A student who remits, in advance, a payment for housing, but then does not subsequently sign a Housing agreement, or does not register for classes and check into housing assignment will be given refund of housing fees (excluding the non-refundable Housing pre-payment).

All refunds are based on actual vacate date after the official Agreement Release approval notifications as dated by the Housing and Residential Education, deferral notifications as dated by the Admissions Office, or official Withdrawal notices as dated and processed by the Student Affairs Office. Charges will continue to accrue until all personal belongings are removed from the space and a proper checkout is completed with Housing and Residential Education staff. This official checkout will act as the final agreement date of record for billing purposes.

Refund Schedule (excluding the non-refundable Housing pre-payment):

Fall Semester:

By October 4, 2024 - Pro-rated/Daily Rate

On or after October 5, 2024 - No Refund

Housing & Dining Terms/Conditions 2024-2025

Spring Semester:

By February 21, 2025 - Pro-Rated/Daily Rate

On or after February 22, 2025 - No Refund

- VIII. Pre-Term Cancellation Fee Schedule:** A student who desires release from the Residence Hall Agreement prior to the scheduled Residence Hall Opening Date each Term, but does not meet the criteria listed for termination through the Agreement Release Process, may elect to pay a Pre-Term Cancellation Fee in addition to the non-refundable Housing pre-payment. A Pre-Term Cancellation Form must be completed and submitted by the student before the dates specified in the fee schedule to be considered for this option. Request to cancel with this fee option is not guaranteed.

Pre-Term Cancellation Fee Schedule:

Process	Begin	End
No Cancellation Fee Period	April 1	May 15
\$600 Cancellation Fee Period**	May 16	Date outlined in refund schedule above

**Students who have not checked in to housing by the semester's add/drop deadline may be charged the \$600 fee, and their agreement cancelled at that time. In the case that belongings occupy a space, standard agreement billing will continue until these items are removed. The university also reserves the right to follow this cancellation procedure, after attempting to contact the student and arrange a time to collect their belongings before a specified date. Personal property remaining in the residence hall after the term of this Agreement has expired or been canceled shall become the property of the University and may be donated or disposed of.

If a date indicated above falls on a Saturday or Sunday, the deadline for the specified period will be the preceding Friday before 5:00 p.m.

- IX. Assignment of Space:** This agreement reserves a space and not a specific room. Most spaces are in a shared room or apartment. The university reserves the right to assign all spaces within each unit. UMass Dartmouth reserves the right to reassign students to spaces other than the space specified on the Agreement. Space in the University residence halls will be assigned subject to availability, and the reasonable ability of the University to match the student's request with available space.

Assigned space is not transferable by the student unless approved, in advance, by Housing and Residential Education. Space will be assigned without regard to race, color, sexual orientation, national origin, religion, veteran status, or political belief/affiliation. Requests for assignment changes will be accommodated on a space available basis for a specified period of time each semester. Residents seeking a room change should consult with their Resident Director to make an official request.

Delivery of this Agreement by Housing and Residential Education constitutes an offer to provide a space. The Terms and Conditions of the Residence Hall Agreement state

Housing & Dining Terms/Conditions 2024-2025

the circumstances under which UMass Dartmouth agrees to provide a space in a residence hall room, suite, or apartment for the student named on the Agreement, who must be enrolled full time on the UMass Dartmouth campus.

- X. Duration of Occupancy:** This Agreement authorizes occupancy during the academic year, as outlined above. The Residence Hall Agreement permits room occupancy by residents as of scheduled move-in dates established by Housing and Residential Education. It includes all dates of academic classes as published in the University calendar and extends through final testing periods each semester. Unless otherwise confirmed for the break immediately following, housing privileges end each semester 24 hours after a resident's final examination or by 5:00 p.m. on the last day of final examinations, whichever comes first. Graduating seniors may remain in residence until 7:00 p.m. on Graduation Day.
- XI. Early Arrivals:** Early arrival accommodation authorizations are made on a case by case basis. A daily rate will be billed to the student's account if approved to move-in early. Please note that moving in early is not always possible as our facilities may be unavailable for a variety of reasons and may not be ready for early occupancy. All requests for early arrival should be directed to and approved in advance by the Director of Housing and Residential Education or the appointed designee.
- XII. General Provisions:** The University and Housing and Residential Education reserve the right to:
- change any room assignment;
 - change room rates prior to each academic year or Summer session with reasonable notice;
 - enter and inspect student rooms at times convenient for the staff without prior notification if there is reasonable concern for the life or safety of room occupants or others of the University community, or to perform necessary maintenance;
 - administratively relocate residents to new room assignments based on the following:
 - 1) Consolidate spaces;
 - 2) Physical problems with an assigned space;
 - 3) Temporary relocation arising from unresolved roommate or other student resident conflict, may include mediation; or
 - 4) Interim action that precedes the Student Conduct process, or as a result of any Student Conduct outcomes;
 - engage policy or actions to protect university property and the general safety, health, and wellbeing of students.
- XIII. Unauthorized Use:** Any unauthorized use of UMass Dartmouth issued keys, accommodation of unauthorized guests, or unauthorized use of UMass Pass is prohibited. Students may not be issued, take possession of, or attempt to use another student's keys or UMass Pass ID. Doing this is a violation of the Code of Student Conduct and may result in disciplinary action.

Housing & Dining Terms/Conditions 2024-2025

XIV. Housing Pre-Payment and Fees: The housing pre-payment, which is non-refundable after June 1st, reserves an assignment until occupancy and is applied to the student's first semester housing fee. To be considered for an assignment in University residences, the student agrees to pay the agreement rates as they have been announced and posted on the Housing and Residential Education website.

XV. Loss or Damage: UMass Dartmouth assumes no responsibility for loss of, or damage to, a resident's personal property and highly recommends that students purchase a renter's insurance policy or verify the student's personal property is covered under parent or guardian homeowner's insurance.

Individual student room damage will be assessed as it occurs and at the end of the occupancy period. Common area damage will be assessed regularly through the agreement period. A student account may be charged for common area and/or individual room damage. Damage or loss of University property outside of the student room in common building areas or common outside grounds that cannot be directly billed to an individual will be assessed to all residents of a suite, floor, apartment, or building.

XVI. Disciplinary Action: Failure of a resident or resident's guest to comply with residence hall regulations and policies may result in disciplinary action as outlined in the *Student Handbook*. The resident is at all times responsible for their room and any guests.

Residents are expected to comply with all applicable laws and University regulations and respect the rights, privileges and property of other members of the University community and campus visitors. Residents are further expected to refrain from actions that interfere with University or residence hall functions, or that endanger the health, safety, or welfare of themselves or others.

XVII. Commercial Activity: Under no circumstances may the rooms, buildings, or adjacent grounds of UMass Dartmouth residential areas be used for any commercial purpose or enterprise.

XVIII. Room Condition: Prior to the start of the semester, The University will inspect vacant spaces and verify readiness for check in. Upon check in, each student should complete and sign an inventory known as the Room Condition Report, which verifies the number and condition of furnishings, and the condition of the premises assigned to the student. This inventory will be completed again at the end of the students' occupancy and will serve as the basis for determining room and furniture conditions and the need for billable damages. The University may require an interim inventory to be completed prior to the end of the student's occupancy if the University has reason to believe that substantial damage to the premises or property has occurred. Check out requires a student to remove all their belongings from their room and return their key (if one was issued) and check out with Housing and Residential Education staff to avoid improper check-out and lock change fees.

Housing & Dining Terms/Conditions 2024-2025

XIX. Meal Plans and Dining Services:

A. Students who require a Meal Plan:

All residential students with fewer than 48.0 completed credit hours are required to select either the Unlimited or Unlimited Plus meal plans for the entire agreement period. If a student does not select, the Unlimited plan will be assigned to them. Students should select a meal plan when completing the Residence Hall Agreement. The meal plan is also in effect for the entire agreement period (the academic year excluding breaks). Commuting students with fewer than 24.0 completed credit hours are required to select one of the Commuter Meal Plans (Commuter, Commuter+, or Commuter Max). By default, if one is not selected, the standard Commuter plan will be applied to the student's account.

B. Students who do not require a meal plan:

A residential student with 48 or a commuter student with 24 or more credits completed at the start of the agreement period is not required to choose a meal plan. Should they desire a plan, residential students can choose from Unlimited, Unlimited Plus, Upperclass, Upperclass Plus, or Upperclass Max. The full list of meal plan options is available on the dining membership website.

C. Dining Membership Changes

Fall semester changes will allow upper class students to increase/decrease their dining membership until Wednesday, September 18, 2024 at 4 p.m. Spring semester changes will allow resident students to increase/decrease their membership within the above parameters until Wednesday, February 5, 2025 at 4 pm. Prior to the beginning of each semester, and during the first two weeks of the semester, changes may be made by emailing a request to the mealplans@umassd.edu.

D. Remaining Funds:

Unused Corsair Cash will roll forward from the fall semester to the spring semester. Remaining unused meal swipes from all dining memberships will be forfeited at the end of the fall semester. Any funds or swipes from membership or Corsair Cash balance plans not used during the spring semester will not carry over to the next academic year. This includes Corsair Cash and meal swipes .

E. Agreement Release Process

Release from a membership is not guaranteed and will only be granted for medical reasons or unanticipated financial need or hardship. This release request will be reviewed through the Agreement Release Process. If your meal plan release request is approved, and therefore your membership is canceled, all unused Corsair Cash funds and meal swipes attached to your meal plan will also be canceled. Students released from their dining plan will be charged for any portion of the plan they used while it was active.

The release form can be obtained on the Student Housing Portal (under housing processes) or the Frequently Asked Questions page on the Dining website

Housing & Dining Terms/Conditions 2024-2025

<http://www.dineoncampus.com/umassd/> or obtained at the Campus Services office.

For additional information pertaining to the Housing & Dining Agreement Release Process please refer to the Housing and Residential Education website, section Forms and Process.

a. Refund Schedule:

Fall Semester:

By October 4, 2024 - Pro-rated/Daily Rate

On or after October 5, 2024 - No Refund

Spring Semester:

By February 21, 2025 - Pro-Rated/Daily Rate

On or after February 22, 2025 - No Refund

b. Contact Information:

For further information concerning the resident dining plan and policies, or for answers to questions not covered in this document, please visit the Dining Service website at <http://www.dineoncampus.com/umassd/> or email UMassD – Meal Plans at mealplans@umassd.edu.

XX. University Housing and Residential Education Obligations: The University will furnish utilities to each residence hall. The University shall also provide maintenance service in the event of mechanical difficulties or interruptions of any utility service which is under control and/or ownership of the University and seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the University but not under University control. There will be no adjustment of housing fees because of the University's inability to restore service for a reasonable time.

The University shall, within a reasonable time, exercise reasonable care to correct unsafe conditions in the residence halls and maintain the residence halls in good repair. The student may request maintenance service to repair or replace broken and/or malfunctioning items within the residences through their Resident Assistant, Resident Director/Area Coordinator, or online work order system (Facilities Service Request). Students should report any unsafe conditions immediately to Residential Education staff or the UMass Dartmouth Police.

XXI. Student Obligation: It is the responsibility of the student to be aware of the Terms and Conditions of the Residence Hall Agreement as well as the *Student Handbook*, *Housing and Residential Education Handbook*, and *Code of Student Conduct*, and to understand that they are in effect at all times, including the academic year, all Breaks, Intersession, Summer sessions and any early arrival periods. As students of UMass Dartmouth, residents shall be subject to all rights, duties, regulations, policies and procedures of the University and of all local, state, and federal government laws and ordinances. Student University email accounts are the official means of communication from the University.

Housing & Dining Terms/Conditions 2024-2025

Students are responsible for checking their University email account for important Housing and Residential Education communication and all official University notices and announcements. **Failure to read and respond to UMassD e-mail will not be cause for appeal or reconsideration.**