

Housing & Dining Terms/Conditions 2020-2021

I. Academic Year Contract

This contract is legally binding and enforceable for the entire academic year (both Fall and Spring semesters) or the period specified for a 10 month or 12 month contract. This contract will remain in force for the duration of residency and includes financial responsibility for the entire contract period. The contract 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 contract.

II. Eligibility

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 in order to be assigned or remain in University Housing.

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 contract are the University of Massachusetts Dartmouth and the student (or parent of a student less than 18 years of age) who signs the contract.

V. Signing the Contract

All students who live in the residences must sign (electronically or physically) the Residence Hall Contract and abide by the Terms and Conditions of said contract. Students are responsible for complying with the rules, policies, regulations, and procedures contained in this document, official University publications such as the *Student Handbook*, *Housing Handbook*, and the Housing and Residential Education website. The student's signature on the Residence Hall Contract binds the student to the Terms and Conditions of said Contract. Questions regarding the Residence Hall Contract should be referred to the Housing Main Office, Oak Glen Hall, 508.999.8140.

VI. Termination of Residence Hall Contract

Students who request contract termination must submit their request and required documentation online through the Student Housing Info Portal (StarRez).

The Housing Contract Release process is available on the Housing website, section Process and Forms.

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A. The STUDENT may request release and termination of the Contract 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
- The existence of a documented medical problem indicating a specific change in medical circumstance *after the time the Contract was signed*, which **cannot be accommodated within the residence hall system**
- The existence of a documented financial hardship indicating a specific change in financial circumstance *after the time the Contract was signed*, which **cannot be reasonably alleviated by the Financial Aid Office**
- Legal marriage after the time the Contract was signed
- The student does not enroll for a full-time course load each semester

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

- The student has an unpaid balance to the University two weeks 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 who is released, for any reason, from the Residence Hall Contract must vacate his/her room within forty-eight hours of the date of Contract 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 Contract has expired shall become the property of the University.

VII. Refund Schedule

A student who registers for classes and commences studies, but then is granted a Contract 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 contract, 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).

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All refunds are based on actual vacate dates after the official Contract 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.

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

Fall Semester:

By **September 27, 2020** - Pro-rated/Daily Rate

On or after September 28, 2020 - No Refund

Spring Semester:

By **February 20, 2021** - Pro-Rated/Daily Rate

On or after February 22, 2020 - No Refund

VIII. Fall Pre-Term Cancellation Fee Schedule

A student who desires release from the Residence Hall Contract prior to the scheduled Residence Hall Opening Date each Fall Term, but does not meet the criteria listed for termination through the Contract Release Process, may elect to pay a Pre-Term Cancellation Fee in addition to the non-refundable Housing pre-payment. This Pre-Term Cancellation Fee may be elected in the Fall term only, *and only if University Housing remains able to fill the vacancy from an official waitlist* for University Housing. A Fall Pre-Term Cancellation Form must be completed and submitted by the Student before the dates specified in the fee schedule in order to be considered for this option.

Fall Pre-Term Cancellation Fee Schedule:

Process	Begin	End
No Cancellation Fee Period	April 1 st	May 15 th
\$150 Cancellation Fee Period	May 16 th	May 31 st
\$250 Cancellation Fee Period	June 1 st	June 30 th
\$350 Cancellation Fee Period	July 1 st	July 31 st
\$450 Cancellation Fee Period	August 1 st	The business day prior to the scheduled Residence Hall Fall Opening Date

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. UMass Dartmouth reserves the right to reassign students to spaces other than the space specified on the Contract. Space

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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 Contract by Housing and Residential Education constitutes an offer to provide a space. The Terms and Conditions of the Residence Hall Contract state 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 Contract, who must be enrolled full time on the UMass Dartmouth campus.

X. Duration of Occupancy

This Contract authorizes occupancy during the academic year, excluding the following vacation periods: Thanksgiving, Winter Break/Intersession, Spring Break and Summer.

A 12-month Contract authorizes occupancy during the academic year, including the following vacation periods: Thanksgiving, Winter Break/Intersession, Spring Break and Summer.

A 10-month Contract authorizes occupancy during the academic year, including the following vacation periods: Thanksgiving, Winter Break/Intersession, and Spring Break.

On-campus living accommodations are not available during Thanksgiving, Winter Break/Intersession, and Spring Break periods unless granted special permission by Housing and Residential Education. Students must follow the directions communicated via UMD Announce and Student Portal to request to remain in residence during break periods. Students must apply for residency by completing an application for break housing for each break period. If granted, an additional charge will be assessed for the break period. Students electing 10 month or 12 month Contracts would not be subject to necessary approval and charges associated with respective break housing covered by the extended Housing Contract, but must complete and submit the application for each break period.

NOTE: Dining options and hours are limited during Thanksgiving, Winter Break/Intersession, Spring Break and between the end of the spring semester in May until the fall semester begins in September.

The Residence Hall Contract permits room occupancy by residents as of scheduled move-in dates established by University Housing. It includes all dates of academic classes as published in the University calendar and extends through final testing periods each semester. Housing privileges end each semester 24 hours after a resident's final

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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 are often 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 or the appointed designee.

XII. General Provisions

The University and University Housing reserve the right to:

- change any room assignment;
- change room rates prior to each semester 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 upon a variety of factors such as: 1) the necessity to consolidate spaces, 2) significant physical problems with an assigned space, 3) temporary relocation arising from unresolved roommate or other student resident conflict, followed by staff mediation efforts, or 4) interim action that precedes the Student Conduct process, or as a result of any Student Conduct outcomes;
- make other rules as deemed necessary for the protection of property and the safety, health, comfort and convenience of residents.

XIII. Unauthorized Use

Any unauthorized use of UMass Dartmouth issued keys, accommodation of unauthorized guests, or unauthorized use of UMass Pass is prohibited.

XIV. Housing Pre-payment and Fees

The non-refundable housing pre-payment 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 contract rates as they have been announced and posted on the University Housing 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.

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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 contract 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 necessitate disciplinary action as outlined in the *Student Handbook*.

Residents are expected to comply with all applicable laws and University regulations, and to respect the rights, privileges and property of other members of the University community and visitors to the campus. Residents are further expected to refrain from actions that interfere with University or residence hall functions, or would 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. Meal Plans And Dining Services

Students that require a Meal Plan:

All students with 48.0 or fewer completed credit hours are required to select either the Unlimited or Unlimited Plus meal plans for the entire contract 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 Contract. The meal plan is also in effect for the entire contract period (the academic year excluding breaks).

Students that do not require a meal plan

If a student has 48.5 or more credit hours completed at the start of the contract period, the student is not required to choose a meal plan. Should they desire a plan, they can choose from Unlimited, Unlimited Plus, Upperclass, Upperclass Plus, or Upperclass Max.

Dining Membership Changes:

Fall semester changes will allow upper class students to increase/decrease their dining membership until Wednesday, September 16, 2020 at 4 p.m. Spring semester changes will allow upper classmen to increase/decrease their membership until Tuesday, February 2, 2021 at 4 pm. Platinum, Gold, Silver and Bronze Memberships cannot be changed to Declining Balance. Increases in dining memberships are available any time.

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- Prior to the beginning of each semester, changes may be made by emailing a request to the mealplans@umassd.edu.
- Email mealplans@umassd.edu to change plans during the first two weeks of the semester.

Remaining funds:

Unused Corsair Cash and declining balances 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 any membership or declining balance plans that are not utilized during the spring semester will not carry over to the next academic year. This includes Corsair Cash, meal swipes and declining balance funds.

Room Changes:

If you have been approved for a room change from a hall requiring a traditional membership, and move to either Woodlands or Cedar Dell, the following can occur:

- You may maintain your current dining membership.*
- You may change your current dining membership to the apartment plan

To complete this process please email mealplans@umassd.edu once your room change has been formally processed and complete a dining membership change form.

*Please Note: Changes to your membership may result in a credit to your COIN account. If you have an outstanding balance to your COIN account, the credit will offset the outstanding balance; therefore, resulting in payment of the DCB plan option as an out of pocket expense.

Contract Release Process:

Release from a membership will only be granted for medical reasons or unanticipated financial need or hardship. This release request will be reviewed through the Contract Release Process. If your meal plan release request is approved, and therefore your membership is canceled, all Corsair Cash funds and meal swipes attached to your meal plan will also be canceled.

The release form can be obtained on the Frequently Asked Questions page on the Dining website <http://www.dineoncampus.com/umassd/> or obtained at the Campus Services office.

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

Refund eligibility criteria:

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Refunds on pre-paid meal plan are considered only-

- If a student officially withdraws from the University
- Is absent from residency for ten or more consecutive days due to illness which is verified in writing by University Health Services or a physician.
- A resident who withdraws from UMass Dartmouth will be granted a refund of dining charges according to the following schedule, based on the day of withdrawal notice and proper check out from Residential housing is completed.

Refund Schedule:

Fall Semester:

By **September 27, 2020** - Pro-rated/Daily Rate

On or after September 27, 2020 - No Refund

Spring Semester:

By **February 20, 2021** - Pro-Rated/Daily Rate

On or after February 21, 2021 - No Refund

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 contact the housing office

XIX. Check-in and Check-out

The University and the student will, prior to the occupation of assigned space, 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 billable damages to the room and furnishings. 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. A proper check out requires a student to remove all their belongings from their room and hand-return their key to their Resident Assistant or Resident Director to avoid improper check-out and lock change fees.

XX. University Housing 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 period of time.

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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, or online work order system (FAMIS). Students should report any unsafe conditions immediately to Residential Education staff or the Department of Public Safety.

XXI. Student Obligation

It is the responsibility of the student to be aware of the Terms and Conditions of the Residence Hall Contract as well as the *Student Handbook*, *Housing Handbook*, and *Student Code of 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.

Students are responsible for checking their University email accounts for important Housing 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.**