

Housing Agreement 2020-2021

Student Affairs Office

This housing contract is for students living in Lees-McRae living assignments and constitutes an agreement between the undersigned student-resident and Lees-McRae College. The residence halls have been designed and furnished to provide students with a "home away from home". Learning to live with others is an important aspect of college life. In order for the residence halls and other living assignments to be conducive environments for living and studying, residents are expected to conduct themselves in a manner that is respectful of others. The purpose of this document is to set forth the terms and conditions upon which the resident is required to abide by when living on campus. This agreement is binding and will be effective for the fall, spring, and summer sessions of the same academic year.

Live-On Requirement: Lees-McRae College is dedicated to residential living. All students are required to live on campus, during the fall and spring semesters of the regular academic year. Housing options are tiered, including traditional residence halls, suite-style apartments and shared houses.

Housing Assignments: Room assignments for first-year and transfer students begin at the end of June, if the deposit and residence information form have been submitted. Continuing students may reserve their rooms for the fall semester by making a \$50 deposit by the assigned deadline in the spring semester.

Room Keys: Each student is issued a room key. If a room key is lost, the lock will be changed at the cost of \$100.00. Changing the lock is for the safety and security of the occupants of the room. The person who has lost his/her key will be responsible for the \$100.00 cost. Lost keys should be reported immediately to the Student Affairs Office. Anyone who fails to return his/her room key upon leaving the College (during the semester or at the end of the year) will also be charged the \$100.00 replacement cost. As a safety precaution, students are prohibited from loaning their room key to anyone. Lees-McRae College keys are not to be duplicated by anyone other than the Lees-McRae College locksmith.

Private Rooms: When space is available, a student may request to remain in a double occupancy room alone and claim the room as a "private" room. There is an additional charge per semester for private rooms. The additional fee will depend upon the residence hall. The student is not assessed the additional charge until after the last day to enroll in classes for the semester or session.

Room Changes: The first two weeks of classes for each semester are considered "room change weeks" for both the fall and spring semester. After the first two weeks of the semester, room changes will cost \$25 per room change. There is a \$50 fine for unauthorized room changes and the possibility of student conduct charges.

Refunds: Notwithstanding any other terms or provisions in the Student Housing Agreement or Student Handbook, Lees-McRae College shall not be under any obligation whatsoever to refund or modify in whole or part any tuition, room and board fees, or any other fee due to any of the following Force Majeure Events:

(a) Act of God; (b) epidemic, pandemic, plague, pestilence, public health emergency, or other similar condition; (c) quarantine, isolation, containment, shelter-in-place, or similar order that causes either the College to shut down or cease on-site education, or causes its faculty, administration, instructors, or employees to be unable to work; (d) fire; (e) blackout; (f) war, riot, terrorism, or civil commotion; (g) enactment of an order or directive by any local, county, state, or federal governmental authority limiting or halting the College's operation or its faculty, administration, instructors, or employees' ability to perform their services for the College; (h) natural disaster or weather event including but not limited to tornado, hurricane, flood, or other similar event of nature; or (i) other cause of a similar nature.

The College shall in its sole discretion determine whether or not a Force Majeure Event has or is occurring and may in its sole discretion suspend or modify its operations. The College's determination that an event is a Force Majeure Event is final. The College may in its absolute discretion provide a refund, if any, in whole or part for a Force Majeure Event.

Community Areas and Damages: Students are expected to assure that communal property is not damaged or abused. In areas where damage or destruction of College property occurs and the responsible individual(s) cannot be identified, all residents may be held responsible for paying a prorated portion of repair and/or replacement costs. This includes shared living areas in the Villages, Houses and Apartments.

Room Decorations/Furnishings: All rooms are equipped with a bed, dresser and desk for each student. All furniture in a student's room upon arrival must stay in that room. Beds should remain assembled. Students will be charged for missing or un-assembled furniture upon end of the year checkout. Furniture from lobby areas is not permitted in students' rooms. Only 3M command strips can be used for posters, pictures, etc. on walls. Nails and screws are not permitted. Damages to walls will incur a charge. Pornography is not allowed to be displayed in student rooms. Alcohol containers (empty or full) are not permitted in non-alcohol registered student rooms. Alcohol container collections or decorations are not permitted. Possession of local, state or federal highway signs is prohibited. No items except for drapes or window shade should be visible in the window of the residence hall rooms. Items may not be hung from the ceiling. Outside TV or radio aerials or satellite dishes from student rooms are not permitted. Bumper stickers and decals may not be used on any painted surface, window or door. Candles with wicks, incense, hotplates or exposed heating elements, ceramic heaters, George Foreman type grills, two-pronged extension cords and halogen lamps are not allowed in campus housing. Pools, hot tubs, water beds or other similar water containment devices are not permitted in housing areas including porches and patios.

Room Inspections: Residence Life staff members conduct monthly health and safety inspections of student rooms. These inspections are often conducted without prior notification and may be conducted without the resident(s) present. Violations will be reported to the Student Conduct System. Students are expected to leave their rooms clean when they vacate their rooms. Failure to do so will result in a minimum cleaning charge of \$50.00.

Room Entry and Search: Lees-McRae respects the privacy of members of the College community. However, the College reserves the right to enter rooms without any prior notice for the purpose of conducting official College business. Representatives of the College may enter a room for: routine maintenance/pest control, health/safety inspections, health and safety emergencies (fire alarms, a sick student, etc.), closing procedures at break periods, the retrieval of contraband, cause to believe that an activity is taking place in a room that is detrimental to the health, safety or welfare of residents or the overall campus community, substances or articles contained in the room which would constitute a violation of the Student Code of Conduct, cause to believe that violations of civil and/or criminal law are taking place. Any illegal items visible in the room will be confiscated. Full information relating to room entry is available in the Student Handbook.

Pests: Any time people live in a small space, pests (ants, roaches, etc.) can become a problem. In order to lessen the chances of this problem, please attempt to follow these guidelines: keep all food sealed in airtight containers, wash dishes and utensils promptly after use, empty your trash on a regular basis, maintain a clean refrigerator/microwave, and keep your room clean. Houses must utilize provided bear clips on trash cans. Students are responsible to clean up trash if animals are able to access unsecured/clipped trash.

Failure to Comply: Interference with the execution of College business is prohibited. All students are expected to cooperate fully with the requests of College officials (residence life staff, campus security officers and/or any College official), including mandatory hall meetings and disciplinary sanctions.

Quiet Hours: Lees-McRae College students have the right to study and sleep in their housing assignment. Quiet hours are in effect for all campus housing from 10:00 PM until 8:00 AM. Quiet hours will be in effect 24 hours a day during final exams beginning on the last day of classes for the semester. Courtesy Hours will be in effect during all times not covered by quiet hours. This is a period during which residents and guests act with consideration toward others relative to noise, but students will not be permitted to disrupt the environment by creating excessive noise with their stereos, etc.

Fire Safety Equipment: Smoke detectors, fire extinguishers and pull stations are all fire safety devices found in campus housing. Tampering with fire safety equipment is strictly prohibited. Tampering includes, but is not limited to, removing, relocating, disabling or covering a smoke detector, inappropriately discharging a fire extinguisher or activating a fire alarm in a non-fire event. Tampering will result in a fire safety fine, at the discretion of Residence Life.

Maintenance Requests: All maintenance requests, should be reported via the Residence Life page on the LMC website. This can be reached by going to the Residence Life page, scrolling down towards the bottom section regarding "maintenance" and following the link to the work order page. Please be patient and allow sufficient time for Facility Services to be notified and the repair to be completed.

Mildew and Mold: It is the student's responsibility to follow proper climate control, keep their housing assignment clean, and take measures to limit and prevent mildew and mold from accumulating in their housing assignment. Bathroom ventilation fans (if in your assignment) must be used while showering. Students should not block, cover or alter ventilation ducts or dehumidifiers and must report any failure, malfunctions in ventilation, heating or air conditioning ducts and report any evidence of leaks or moisture to the campus facilities staff immediately. If a student fails to communicate with Residence Life staff or Maintenance staff in regard to moisture in their assigned space, and has damage to furniture as a result, the student will be responsible for replacement of any affected furniture. Students are responsible for any damages to their property resulting in failure to comply with terms in this policy.

Pets: The Lees-McRae College Pet Policy allows approved resident students the privilege of bringing their family pet to live on campus while the student is enrolled in classes. It is the responsibility of the pet owner to protect the rights of all students as well as the physical beauty of the campus. The Pet Policy provides the guidelines by which this can be accomplished. Full information of the Pet Policy can be found in the Student Handbook.

Visitation: Guests of the opposite sex are not allowed to spend the night. Visitation hours for the opposite sex in Avery and Virginia are from 10:00 a.m. to 12:00 a.m. Sunday – Thursday and 10:00 a.m. to 1:00 a.m. Friday – Saturday. Exterior doors to the residence halls are locked 24 hours. Each resident will need to establish with his/her roommate visitation guidelines/hours for individual rooms. This is a visitation policy, not a cohabitation policy, and if it appears that someone has moved into a student's room, this visitor will be asked to leave and the student may face student conduct charges. The Residence Life Staff is available to assist roommates in the development of contractual understanding of roommate's rights and responsibilities.

Escorts in the Residence Halls: Building residents are responsible for escorting their guests of the opposite sex during the visitation period. Anyone non-escorted will be asked to leave the building, and possibly face disciplinary charges. Residents should notify Residence Life staff of non-escorted guests of the opposite sex.

Overnight Guests in the Residence Halls: Students are welcome to have overnight guests of the same sex in their residence hall rooms and should abide by the following regulations outlined in student handbook. Overnight guests are limited to no more than two consecutive nights, not to exceed ten per semester. Guests under the age of 18 are not permitted to spend the night in the residence halls with the resident they are visiting.

College Breaks Housing: College housing is closed during winter break, spring break, and between Commencement and summer sessions. All students are required to check out of their rooms and return their room key to the designated Residence Life staff when officially checking out of their room. Improper checkout will result in a fine of \$25. Students departing for breaks must unplug all electrical items, close windows and blinds, empty all trash and follow all break guidelines. Students must follow break instructions for Fall, Thanksgiving, Spring and Easter breaks in order to be in campus housing during these breaks.



Hall: _____

Room: _____

Alcohol: Lees-McRae College provides an academic environment that fosters good physical and mental health and educates students concerning the use of alcoholic beverages and peer pressure. Drunkenness as a result of the use of alcohol is a violation of the alcohol policy and is punishable through the judicial process. No immunity or exemption is granted for misconduct while under the influence of alcohol. Mature judgment and discretion are required at all times. The possession or consumption of alcoholic beverages on campus is permitted at Wily's Bar & Grill and by those of legal drinking age who have a registered state law room in their residence hall or house. Alcohol is not permitted inside Virginia and Avery Halls for any reason. For the full stipulations associated with the alcohol policy, please view the student handbook.

Drugs: The sale, use, possession, or being under the influence of illegal controlled substances including stimulants or depressants (marijuana seeds included) is prohibited. Any student who uses illegal substances or who shows signs of use may be suspended, as well as referred to the appropriate civil authorities for further action. Positive drug tests may result in immediate suspension. All paraphernalia that is associated with and related to the use of marijuana and other illegal stimulants and depressants is prohibited. Any student who possesses such paraphernalia will be entered into the judicial process for disciplinary action, as well as being referred to the appropriate civil authorities for further action.

Tobacco: Lees-McRae provides its students and employees with a healthy environment. The College views the use of tobacco products as detrimental to the health of students, staff, faculty and visitors, and prohibits its use on campus grounds. The use of tobacco including any type of cigarette (including electronic cigarette/vaping), cigar, cigarillos, pipes, bidis, hookahs, smokeless or spit tobacco or snuff is prohibited by students, staff, faculty or visitors.

Loss/Damage to Resident's Personal Property: The College makes every effort to ensure that a student's personal possessions are safe from water and other damage, and secure from theft or destruction. When such damage or destruction does occur the College will follow the procedure below: the existing parent/student homeowner or renter policy should be assessed by the parent/student for payment and the student will have the opportunity at the beginning of the school year to purchase a low-cost renter policy specific to the personal articles located in his/her residence hall room. The College will not be directly responsible for damage/destruction of a student's or parent's personal possessions while at the institution.

Loss/Damage to College Property: The undersigned resident agrees to pay for any and all property damage to the College's property, facilities, and premises caused by or arising out of their use by the undersigned resident or any of their guests, invitees, family, and friends using the College's property, facilities, and premises at the invitation of the undersigned resident.

Full Release and Assumption of Risk: In consideration of the College permitting the undersigned resident to use the College's facilities and premises, the undersigned resident does hereby assume all risks and fully releases and holds harmless the College, its employees, agents, officers, and Trustees from any and all liability, actions, causes of action, and claims which the undersigned or any of their guests, invitees, family, and friends using the College's facilities and on the College's premises at the invitation of the undersigned resident may have as a result of the undersigned resident's activities while being on the premises of the College and having exposure to and interactions with the College's facilities and premises or the College's students, guests, employees, agents, officers, and Trustees.

Resident Trash: It is the responsibility of the resident to take their personal trash to the nearest dumpster as soon as possible. Residents' personal trash bags cannot be placed in shared hall bathrooms or outside their rooms. Failure to do so will result in a \$25 fine per bag of trash. This is to ensure that we are fair to Housekeeping staff who need to take out said trash and to ward of wildlife who could get into the trash.

Student Handbook: The policies in this document are not all inclusive, additional housing policies are listed in the Lees-McRae College Student Handbook. Students have the responsibility to read and follow policies and procedures listed in the Lees-McRae College Student Handbook.

I have read and agree to the Housing Terms and Conditions for the 2020-2021 Academic Year. I understand that violation of any of these aforementioned policies may result in judicial action or fine.		
_____	_____	_____
Student Name (Printed)	Student Signature	Date