

Hope College
Office of Residential Life and Housing

Housing Agreement

This Housing Agreement is between Hope College, hereinafter called "College," and the undersigned student, hereinafter called "Student." By signing this Housing Agreement, Student agrees to occupy a furnished residential housing unit to be assigned by the College (the "Unit") upon the following terms and conditions. Hope College may accept this Agreement by giving possession of the Unit. Giving Student possession of the Unit shall be deemed as good and binding an acceptance of this Agreement as execution of the same by Hope College. If the Student is a minor, the agreement is with the undersigned parents and/or guardians.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** The term of this Housing Agreement (the "Term") shall be from 12:00 pm, August 26, 2011, or the execution hereof, if earlier, to 5:00 pm, December 16, 2011, or 24-hours after the last semester exam, whichever comes first, and 12:00 pm, January 8, 2012 to 5:00 pm, May 4, 2012, or 24-hours after the last semester exam, whichever comes first.
2. **OCCUPANCY:** Student is granted a nonexclusive license to use the furnished residential unit assigned by the College, or such other unit as the College may assign or reassign (the "Unit") during the Term, subject to all provisions of this Housing Agreement. This license is personal and is neither assignable nor transferable. Student acknowledges that Student's use of the Unit may be in common with that of one or more student(s), sometimes referred here in as "roommate." In the event the College elects to offer occupancy beyond the Term of Housing Agreement (for example, during Christmas break), a College official (e.g., faculty member, coach) shall request that the Student remain in College housing beyond the Term of Housing Agreement and the Student shall pay such fees and execute such supplemental housing agreements as the College may require. Any such occupancy shall be subject to the terms and conditions of this Housing Agreement. Nothing in this Agreement shall be construed as an obligation of the College to offer housing outside the Term. ***Students may be reassigned if deemed necessary by the Dean of Students or his/her designee.***
3. **HOUSING FEE:** In consideration of the use of the Unit for the Term, Student agrees to pay the housing fee published by the College.
4. **MAINTENANCE, ROOM CONDITION AND DAMAGES REPORT:** Student shall submit to College in writing a Room Condition Report within forty-eight hours of delivery of possession of the Unit, in such form as the College may provide, and upon termination of possession as provided by the College rules and regulations. Students shall maintain the Unit and adjacent facilities in a clean, sanitary, and nonhazardous condition throughout the Terms and return those areas to the College in the same condition as received, reasonable wear and tear expected. In the event the Student fails to return the Unit and adjacent facilities in the condition provided for herein, the Student shall pay to College on demand the reasonable cost for repairing such damages. The cost of repairing the damages to adjacent facilities may be assessed proportionately among all students residing in a residential facility or portion thereof, when appropriate. Student grants to College the right to deduct or offset such damages from any deposits or credit balances Student may have with the College.
5. **PERSONAL PROPERTY:** ***The College does not insure and is not responsible for the loss or theft of, or damage to the personal property of Student or others located in this Unit or on property belonging to the College.*** Student, by executing this Agreement, releases and discharges the College from any and all claims Student has or may have as a result of the loss or theft of, or damage to personal property of the Student. Student is advised to insure valuable personal property against loss or damage. Any personal property of Student which remains on College property for more than ten (10) days following termination of occupancy by the Student shall be deemed abandoned and the College shall be entitled to retain such property or the proceeds thereof as compensation for its cost of storing, handling and/or disposing of such personal property.
6. **GUESTS:** Student will be responsible for violation of College rules and regulations by Student's guests. Guests shall only use the Unit in accordance with the College rules and regulations and no guest shall remain overnight without the approval of the College. (Please refer to the statement on Guests in the Student Handbook for more information. This information is available online at under <http://www.hope.edu/student/development/policies/handbook/index.html> Housing Terms and Conditions," or obtaining a paper copy from your Resident Director or in the Student Development Office.)
7. **TERMINATION:** The College may terminate the student's lease to use the unit in the following circumstances:
 - a. Student's failure to participate in mini-registration, or remain an enrolled student in good standing with the College.
 - b. Student's failure to pay College enrollment or other deposits by the date designated by the College.
 - c. Student's failure to pay housing fee within seven (7) days of the date specified in paragraph three.
 - d. Student's failure to take occupancy of the Unit by September 7, 2011, or to retake occupancy for the spring semester by January 18, 2012.
 - e. Student's violation of College Rules and Regulations.
 - f. Student's failure to occupy the Unit for ten (10) consecutive days on which classes are scheduled.

In the event the College terminates this Agreement, Student may be billed for the entire academic semester within which Student leaves housing and assessed a \$100.00 liquidated damage fee. The Student hereby agrees that it is responsible for the liquidated damage fee to cover the College's cost resulting from the Student's failure to fulfill the terms of the agreement; said fee is accepted as liquidated damages caused by such circumstances because the actual damages will be difficult or impossible to determine. Termination of this Agreement shall not release the Student from the Student's obligations to occupy college housing if required by the College rules and regulations.

- 8. RIGHT OF ENTRY:** The parties agree that the College shall have access to the Unit without notice during normal working hours for cleaning, inventory, repairs, service and inspection. Further, Residential Life staff and/or Hope College campus safety officers may enter the Unit at any time for the investigation of possible violation of College policies, rules, regulations or violations of federal, state and local laws and regulations, or to respond to emergencies or make repairs necessary to prevent further damage to College property. The investigation of possible violations may include, but is not limited to, asking questions, looking around in both shared and private areas, confiscating items prohibited by College policy, and possibly seeking assistance from police agencies, if needed. The investigation may take place with or without the Student present.
- 9. UNIT ASSIGNMENT:** This Agreement does not promise or guarantee Student assignment to a particular apartment, cottage, or room. The College will attempt to fulfill the Student's roommate request but cannot guarantee that this request will be fulfilled. The College will assign roommates on the basis of information provided on the Hope College Application/Agreement. In the case that a vacancy occurs in a Unit, student agrees to accept an assigned roommate or move to another room at the request of the College. Where there is a vacant space the room must be maintained by the Student in a manner that will allow another roommate to move in immediately. The College reserves the right to re-assign the Student(s) based upon the inability to be an effective roommate and a positive member of a community.
- 10. TELEPHONES/COMPUTER/COMPUTER ACCESS:** Telephones, computers, and/or computer access shall be used only in accordance with the College policies. Any charges for telephone usage shall be in addition to housing fee provided for in Paragraph three of this Agreement.
- 11. NOTICES:** All notices to Students shall be deemed to be delivered personally to the Student if and when placed in the Student's assigned campus mailbox. The College may, but is not required to, give notice to the Student by mailing such notice to the Student, with postage prepaid, addressed to the address given to the college as the Student's permanent address. Such notice shall be deemed given five (5) days after posting. Notices to the College shall be the individuals in charge of Housing, Attention: Housing Office, and shall be deemed to be duly given if delivered during normal business hours to the individuals in charge of Housing or, if mailed, five days after posting, with postage prepaid, addressed as follows: Hope College, Housing Office, 141 E. 12th Street, Holland, MI 49423.
- 12. RULES AND REGULATIONS:** Student agrees to comply with all College rules and regulations, in addition to all applicable federal and state laws and regulations. College rules and regulations means all regulations, policies, terms, and conditions found in the Hope College Handbook and other Hope College publications in effect at the time and duly approved by Hope College. The Student Handbook may be viewed online at <http://www.hope.edu/student/development/policies/handbook/index.html> or a copy can be picked up in the Student Development Office, or with your Resident Director.

ACKNOWLEDGMENT

By signing below, the Student acknowledges: Student has carefully and thoroughly read this Housing Agreement, Student has received a copy, Student agrees to all the terms and conditions of the same, and Student agrees to the conduct set forth in the Hope College Student Handbook.

Signature of Student

Student Name (print)

Date

Campus Residence

PARENT OR LEGAL GUARDIAN (to be completed if the student is under 18)

We, the undersigned parents/legal guardians of _____ (Student) certify that we have read the Housing Agreement signed by the Student and agree to the terms and conditions of this Housing Agreement; further, jointly and severally we agree to make all payments called for in Housing Agreement.

Father/Guardian

Mother/Guardian

Address

Address