

# **The King's College, New York City**

## **Office of Student Life Housing Contract 2012-2013**

### **I. Parties**

This is a contract between the student and, if required, his/her parent, guardian, or guarantor (hereafter referred to collectively as "student") and The King's College. This contract is for residential use of an assigned space in any residence facility leased by The King's College, including any facility that The King's College may now or hereafter make available for undergraduate housing.

### **II. Consideration**

The student will pay The King's College fees for occupancy of one space in housing provided by the College. The College reserves the right to make all housing assignments and to change assignments as necessary.

### **III. Duration and Binding Nature of the Contract**

This contract will be deemed binding on both parties when the completed and signed contract is executed by the College on July 23, 2012. Housing will be provided beginning August 24, 2012 for returning students or August 25, 2012 for new students and ending at 5:00 PM on May 13, 2013. Housing contract extensions may be requested through separate application, though extensions are not guaranteed. By submitting and signing this housing contract, you are agreeing to reside in housing for the entire year, and are agreeing to the terms outlined in the contract. Students who are removed from the college and/or housing as a result of disciplinary or illegal actions, or students who leave of their own volition, are still responsible for the entire year's charges. These students will also forfeit their housing deposit.

### **IV. Fees and Payments**

(A) Upon applying for housing at The King's College, a \$400 security deposit (refundable through July 23, 2012) must be submitted to The King's College to reserve a housing spot. The deposit will be returned to the student at the end of the contract period, less any assessments, charges, outstanding tuition and housing balances as outlined below in section IX. (Note: The deposit will not be returned if the student fails to occupy his/her assigned space and/or fails to pay his/her full housing balance.) Upperclassmen deposits will roll over from the previous year. (B) Payment of all balances not covered by a Tuition Management Systems (TMS) payment plan or properly documented student loan, Pell Grant, TAP award or outside scholarship, must be received by July 15 for the fall semester, and by December 15 for the spring semester. (C) Failure to make such payment arrangements by July 15 will result in cancellation of the housing reservation. The student will continue to be responsible for fees unless and until the contract is canceled as specified in section VII. (D) If any outstanding housing charges are not paid in full by the specified due dates, the student's records will be encumbered (i.e. the student may not register for or attend classes, obtain academic records, or receive a degree). The student shall also be responsible for all costs, including collection agency and legal fees, incurred by The King's College in collecting past-due payment(s) owed under this contract.

### **V. Notification**

Students will be notified of payment schedules, check-out times and dates, and other pertinent information pertaining to the housing contract via regularly scheduled meetings, e-mail to the student's college account, or memoranda delivered to the student's room. Students are responsible for reading all communications.

### **VI. Room Assignment and Occupancy**

(A) The student's assigned space shall at all times be occupied only by that student. (B) The College may fill a vacant space in a room at any time, without prior notification to other occupants. Newly assigned students shall not interfere with other occupants' use of assigned space or common areas in the room. (C) The student may not transfer or assign any rights the student has under this contract to any other person. (D) The student shall use the room in which the assigned space is located only for residential purposes and shall not permit any other person to use the room for any purpose without the prior written approval from The King's College Office of Student Life.

### **VII. Cancellation/Expiration**

The student may request cancellation of the contract at any time. However, all payments made on the contract will be forfeited. The student will also be responsible for any balance still due on the contract. The College reserves the right to remove a student from housing at any time. The College reserves the right to deny housing in subsequent semesters to students who fail to meet the terms and conditions as outlined herein or who fail to abide by policies and procedures listed in the Student Handbook. Upon expiration or approved cancellation of this contract under any of the above provisions, the College shall have the right to re-enter the premises and remove the student's property. The student expressly waives the service of any notice to re-enter, notice to terminate the tenancy, or notice to quit or demand for possession.

### **VIII. Access**

The College reserves the right, at any time and for any reason, to enter the room without prior notice to make repairs; to inspect for compliance with health, fire or building codes, or College policies; or because of any situation that The King's College deems to be a danger to health, safety, or property.

**IX. Duties, Rights, and Remedies**

**A. Damages:** The King’s College is not responsible for theft, loss, or damage to the student’s personal property, and encourages all students to carry appropriate insurance. The College does not assume financial responsibility for medical care. Should a student require medical attention, payment is the responsibility of the student.

**B. Room Condition and Furnishings:** The student and a Student Life team member should note the condition of the room and its furnishings upon check-in. It is the student’s responsibility to ensure that the *check-in paperwork* accurately reflects the condition of the room at check-in time. The student shall be held responsible for any and all damages to the room, its fixtures, or its furnishings, which cannot be attributed to normal wear-and-tear. The cost of repair or replacement will be deducted from the security deposit. Furnishings cannot be removed from the room at any time. Residents will be charged for replacement of all lost or stolen furniture.

**C. Liability:** Liability charges from damages done to corridors, stairs, washrooms, and other common areas may be appropriated among all students on a floor or living area unless the responsible party is identified. Guests of the student must observe College and Residence Hall policies, and the hosting student is responsible for the conduct of his/her guest(s) at all times.

**D. Rules, Regulations, and Procedures:** Rules, regulations, and procedures appearing in this contract, the Student Handbook, and in all memoranda, postings, or other publications released by The King’s College and the Office of Student Life, in addition to all applicable federal, state, and local laws and ordinances, are a part of this contract by reference. Residents are responsible for complying with all lawful directives of College staff.

**E. Security:** The student assumes responsibility for maintaining the security of the building and individual rooms. Keys are the property of the College and may not be loaned, transferred, or duplicated. Replacement costs for all lost or stolen keys are the responsibility of the student. The student is responsible for keeping his/her room door locked at all times. It is expected that the student will comply with all requests to show proper identification upon entering the building. Further, the student agrees to sign in all guests in accordance with residence hall policy, and to escort all guests at all times while they are in the building.

**F. Conduct:** Students are expected to conduct themselves with proper regard for the rights, property, and privileges of other residents, and to abide by all policies and procedures as outlined in the Student Handbook. Individuals whose behavior violates these expectations may be subject to disciplinary action and removal from College housing and from the College, in accordance with College rules and regulations. Students whose behavior presents an imminent threat to self or others, or whose behavior represents an egregious affront to the rights of others, may be removed from housing without prior notice pending judicial review. Final disposition in judicial matters shall be the responsibility of the Dean of Students or his designee.

**X. Co-signer:** The King’s College requires all students under the age of 21 to obtain a co-signor to this contract. If the student signing this agreement fails to pay his/her housing bill in full, the co-signer will be liable for payment of the balance.

Student’s Name (*please print clearly*): \_\_\_\_\_

Co-signer’s Name (*please print clearly*):: \_\_\_\_\_

By virtue of my (our) signatures below, I (we) certify that I (we) agree to be bound by this housing contract. In addition, I (we) give permission to The King’s College to perform a credit check to help determine housing eligibility.

Signed: \_\_\_\_\_  
(Student)

Date: \_\_\_\_\_

Co-signer: \_\_\_\_\_  
(Required if student is under 21)

Date: \_\_\_\_\_