

**SCRIPPS COLLEGE**  
**Residence Hall Agreement**  
**2016-2017 Academic Year**

This Residence Hall Agreement (hereinafter “the Agreement” or “contract”) must be completed and submitted within 48 hours of selecting an academic year housing assignment or before any student (hereinafter “Resident”) may take occupancy of a Scripps housing facility premises. The room the student is assigned to pursuant to this Agreement shall be referred to as “the Premises,” and the residence hall the room is located in shall be referred to as “the Building.” For purposes of this Agreement, residence halls include off-campus housing that is subject to the College’s Room Selection process.

This Agreement is a contract for a furnished space in a Scripps residence hall. Although an assignment to a specific room may have been made, or may be made in the future, this Agreement is not for a specific room, building, or type of occupancy, but shall apply to any premises the Resident may occupy in a Scripps residence hall. By signing this contract, the Resident accepts the College’s housing assignment, and agrees to pay the required Residence Fees established by the College for such assigned premises.

By signing this Agreement, the Resident acknowledges that any breach of College residential policy, including but not limited to those terms contained in this Agreement and/or the Guide to Student Life, any violation of the rights of other occupants of the Premises or the Building, or any misrepresentations of fact made either in the Resident Hall Application or in this Agreement may be grounds for immediate termination of the Resident’s occupancy of the Premises, and may result in revocation of future College housing privileges. The College reserves the right to report any illegal conduct in any residence hall perpetrated by either a Resident of a guest of a Resident to the proper law enforcement agencies.

**I. PERIOD OF AGREEMENT**

This Agreement shall be in effect during the 2016-2017 academic year, beginning Sunday, August 28, 2016 at 10:00 AM and ending Saturday, May 13, 2017 at 12:00PM (for graduates only: Monday, May 15, 2017 at 12:00 PM). The residence halls are closed to students beginning Saturday, December 17, 2016 at 12:00 PM, and re-open Sunday, January 15, 2017 at 10:00 AM. During this period students must find alternate housing.

**II. THE COLLEGE SHALL:**

- A. Provide the Resident with an assigned space in a Scripps residence hall.
- B. Provide the Resident with a single bed, mattress, dresser, study desk, desk chair, bookshelf and wastebasket.
- C. Furnish meals in campus dining halls in accordance with the Resident’s choice of meal plan when the College is in session. All residential students are required to be on the meal plan, with the exception of students medically excused by the Dean of Students Office and students residing in the four person Senior Routh Apartments.
- D. Provide cleaning service and maintenance for common areas of the residence hall lounges, hallways, bathrooms, and shower rooms.

**III. THE RESIDENT SHALL:**

- A. Be enrolled as a full-time student during the period of the Agreement unless alternative arrangements have been approved by the Dean of Students Office.
- B. Pay all charges of the College and/or amounts owed to the College in accordance with the dates and amounts set forth by Business Affairs.
- C. Pay a \$350.00 security deposit by the date specified by the Admission Office.
- D. Not change, alter, or modify the room, suite, or apartment, its furnishings or fixtures without the prior approval of the Director of Facilities and the Dean of Students Office.

E. Not allow any person to occupy for any period of time the Premises, or portion thereof, in exchange for any form of compensation.

F. Abide by all terms set forth in this Agreement and all residence hall policies and procedures as identified in the Guide to Student Life, including appendices. Violations may become basis for administrative and/or disciplinary action up to and including expulsion from the College. The Guide to Student Life section on residence hall policies and procedures is considered part of this Agreement.

G. Abide by conditions set forth in any behavioral contract, follow-up action, or assessment required by the College in order to demonstrate that the Resident is emotionally fit to live in a residence hall environment. For example, in cases of serious emotional crisis or incidents of alcohol overdose, substance abuse, bulimia, anorexia, emotional breakdown or other similar behavior, the Resident may be required to have a behavioral contract in order to continue to live in the Scripps residence halls and/or be subject to follow-up conduct action. Students who have attempted suicide, threatened suicide, commented about attempting suicide or written suicide notes may be required to receive permission to remain in the Scripps residence halls from the Dean of Students Office. This permission will normally be based on an assessment and recommendation from a qualified psychological or medical practitioner

H. Be financially responsible for damages that occur in the Resident's room, suite, or residence hall. Such cost shall be established at the College's reasonable discretion, and payment of such costs shall be made by the Resident within 15 days of written notice from the College or be deducted from their damage deposit. In the event the cause of any loss or damage to the residence hall, its common areas, furnishings or fixtures cannot be determined after reasonable investigation by the College, the cost of such loss or damage shall be prorated to each student assigned to the residence hall (or suite, where appropriate) regardless of whether such student was present in the residence hall at the time of such loss or damage.

I. Be responsible for familiarizing all personal guests with Scripps' policies and assume full responsibility for any violation thereof or damage to property.

J. Leave the room and/or suite in a clean and orderly condition, which includes retrieving any stored college-owned furniture, when that student moves, or at the termination of this Agreement.

K. Evacuate all the residence hall spaces in the event of an emergency.

L. Be entitled to a refund of their \$350.00 security deposit, less any damages charged against their deposit, upon graduation or withdrawal from the College. Exceptions to this must be approved by the Dean of Students Office and Business Affairs.

#### **IV. ROOM ASSIGNMENTS**

This Agreement provides the Resident with certain privileges to occupy College housing, but does not grant the right, or guarantee the right, to occupy any particular housing unit or room. Assignment to a different housing unit or room (including, but not limited to a different room in the same or different residence hall) may *only* be made by the Dean of Students Office. Residents may be assigned to rooms with single, double, triple, or quadruple occupancy. By executing this contract, the Resident is agreeing to communicate and live cooperatively with the roommate(s) occupying the Premises, and to be respectful of their differences and respective living habits.

#### **V. ROOM CHANGES**

A. If a resident requests a reassignment to a different residence hall, or to a different room in the same Building, reassignment will be at the sole discretion of the College. In considering a request for reassignment, the College may, without limitation, take into account the following factors: (i) Whether space is available to accommodate such a reassignment; and (ii) Whether the assignment is appropriate given class standing and date of the reassignment request. Reassignment is not likely in the event the requested space is already occupied by another resident. Any reassignment must be granted in writing by the Dean of Students Office. No other reassignment shall be valid. If granted, the Resident shall be subject to a \$25 reassignment fee if the period of Agreement has begun. If the Resident is moving from one room or unit to another pursuant to an approved reassignment, the Resident will be responsible for all reasonable and

necessary cleaning and damage costs attributable to the reassigned Resident. In the event a resident moves prior to the end of the term of this Agreement, a member of the residential life staff will check the room that the student is vacating against the Room Condition Report (RCR) form, and will note any differences. If there is damage, lack of cleanliness, or a failure to check out properly, this will be indicated on the RCR form, and repairs or damage charges will be communicated to the Student Accounts Office as to the amount the resident will be charged. **Note:** There is a *two week* moratorium on room changes at the beginning of each semester.

B. The Resident acknowledges that the College shall have the right, at its absolute discretion, to require the Resident to move at any time during the term from the originally assigned Premises to a different room or unit. Occupants may be required to change rooms or residence halls for the benefit of the College or in any circumstance the Dean of Students Office deems necessary or appropriate. Scripps reserves the right, in the event of a vacancy, to consolidate student spaces. Other than cleaning and damage recovery, if any, there will be no reassignment fee in this circumstance.

C. Without limiting the generality of Subsection B, above, the College may reassign the Resident (and/or the Resident's roommate(s)) if the College, in its absolute discretion, deems such reassignment necessary or appropriate (i) in order to protect the rights of other occupants of the Premises or the Building to enjoy a reasonable living and academic environment, (ii) to protect the health and safety of such other occupants, (iii) to address the failure of the Resident or roommate(s) to live in a manner consistent with a cooperative academic environment, or (iv) to resolve any conflicts between residents that are determined by the Dean of Students Office to be irreconcilable. The College may make such reassignment irrespective of whether any disciplinary or judicial board proceeding exists related to the conduct of the Resident or a roommate. Such decisions shall be made at the discretion of the Dean of Students, or her designee. Additionally, the College reserves the right to refer any instances of misconduct or disruptive behavior to the College's judicial procedures for further action.

## **VI. RULES GOVERNING ROOM USAGE**

A. Guest Policy. The Resident is entitled to have visitors, including an overnight guest on the terms and conditions set forth below and in Section 4.15 of the Guide to Student Life: All guests must comply with the terms of this Agreement, especially the expectation that guests respect the rights of others to the quiet use and enjoyment of the Premises and the Building. The Resident must accompany the guest at all times. The Resident shall be fully responsible for the conduct of her guests and for informing the guest of any College rules and regulations pertaining to conduct within the Premises or Building. Guests of the Resident will not be allowed to stay prior to or after the dates of this Agreement. The College reserves the right to require guests to leave the Premises or Building, or the College campus, if such guest violates College rules, regulations, or federal, state, or local laws, and / or if the guest disturbs other occupants of the Premises or Building, or other students, faculty, or staff of the College. Additionally, in the event of a violation of any policy by a guest, the College reserves the right to deny further guest privileges to the Resident of the Premises, and to deem the prohibited conduct of the guest as a breach of this Agreement by the Resident.

B. Prohibited Enterprises. College housing is provided in support of the educational mission of the College. It is not intended to serve as a center for private enterprise or personal profit in any form. Consequently, the Premises or any part thereof shall not be used for the operation of a business or as the "base" or "office" of any business enterprise, including but not limited to allowing persons to occupy the Premises, or any portion thereof, in exchange for any form of compensation.

C. Keys. The Resident shall be responsible for the keys to the Premises issued by the College, including mailbox keys if applicable. The loss of keys could result in a threat to the security of the Premises or the Building, and to the other occupants of the Premises. If a lock and key change to the Premises is required as a result of a Resident losing her key, or if the Resident fails to return her key upon expiration or early termination of this Agreement, the Resident will be charged for having the lock changed and having new keys issued. The Resident *may not* duplicate her key to the Premises or any mailbox key. In no event shall the Resident alter or repair a lock to the Premises, a mailbox, or any part of the Building.

## VII. TERMINATION

A. Any request by a Resident to be released from this Agreement must be made in writing to the Dean of Students Office. Termination of the Agreement may be granted upon written approval from Scripps College, but is solely at the discretion of the College. In the event release from the Agreement is granted, the student shall be entitled to a prorated refund of board charges (no refund of room charges or fees) for any such period paid beyond the effective College-approved termination date, provided the student has completed the established checkout procedure and paid any outstanding amounts owed to the College. If a student vacates her residence before the end of an academic semester and continues to be registered, the student is held liable for rent for the remainder of the contract term. All decisions regarding exceptions to the Residence Halls Agreement are made by the Dean of Students Office.

B. In the event the College terminates this Agreement, the Resident must vacate the Premises within the time prescribed by the College at the time of the notice of termination. The College may terminate this Agreement for any one or more of the following reasons:

1. Indications that the student's behavior or condition could result in harm to herself or others.
2. Failure of the Resident to satisfy any of the obligations set forth in Section III above.
3. Violation of this Agreement or policies stated in the Guide to Student Life.

a. Unauthorized or Illegal Use of Assignment. The College may elect to terminate if, at any time, a Resident uses the Premises for an unauthorized illegal purpose or violates the terms of this Agreement. The College's decision to terminate under this provision shall be made jointly by the Dean of Students and Associate Dean of Students. A termination under this provision shall be referred to judicial action for possible further and independent disciplinary action.

b. Continual disruption/Unacceptable behavior. Residents responsible for excessive noise and/or disruptive behavior who continually disrupt the environment may be subject to termination as well as further disciplinary action.

4. Damage to premises. The College shall have the absolute right to terminate this Agreement and require that the Resident immediately vacate the Premises if the College, in its sole and absolute discretion, determines that the Premises has been damaged in such a manner as to make it unsafe, or unfit for habitation. The cause of such damage allowing the aforementioned action may include, but shall not be limited to, the following: riot, insurrection, martial law, civil commotion, act of war or terrorism, fire, flood, earthquake, or other casualty or act of God.

## VIII. UNAUTHORIZED OCCUPANCY

If the Resident occupies the Premises without written authorization from the Dean of Students Office on dates other than those set forth above in Section I, the Resident shall be deemed to be in breach of this Agreement, and the College shall be entitled to all remedies set forth in this Agreement, including without limitation the right to revoke the Resident's privilege to occupy any College housing, to exercise all remedies available at law or in equity to regain possession of the Premises, and to obtain damages for such breach. In addition, the Resident agrees that the Resident will be obligated to pay \$200 per each day or portion of each day of unauthorized occupancy until the Resident has completely vacated the Premises and returned all keys to the appropriate authority.

**IX. INSPECTION OF PREMISES:**

A. The College reserves the right to enter any room at any reasonable time, including vacation periods, for the purpose of inspection, maintenance, or repair, for purposes of maintaining compliance with health and safety regulations, and in the case of an emergency or building evacuation. All other entries will be in compliance with State of California and Federal laws.

B. A search of a room or unit by College staff may be authorized only by the Dean of Students Office. Such authorization will be issued in writing indicating the reason for the search, and the objects or information sought. Except in emergency circumstances, an occupied residence hall room will not be searched without prior notification to the Resident, with the opportunity for her to be present at the time of the search if she chooses. If the search is conducted without the Resident being present, the Resident will receive notification that the search did occur and the reason for it. The College cannot prevent nor prohibit search of rooms or units by law enforcement officers acting in the performance of their duties.

C. While all reasonable precautions will be taken to safeguard the personal property of students, the College assumes no responsibility and provides no insurance or financial protection for the Resident's personal property. Furthermore, the College is not liable for the loss of, or damage to, personal property for any cause not arising directly from the negligent acts of College employees acting within the scope of their duties. Private insurance is advised.

D. Unless given prior authorization by the Dean of Students staff member responsible for housing, the Resident will not enter the residence halls when they are closed.

**I agree to the terms and conditions listed above set by Scripps College.**

Name \_\_\_\_\_ Fall 2016 hall and room assignment \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please indicate choice of meal plan:**

\_\_\_ 16 meals per week

\_\_\_ 12 meals per week

**Residents of Senior Routh Apartments or off-campus housing managed by the College, please indicate choice of meal plan:**

\_\_\_ 16 meals per week

\_\_\_ 12 meals per week

\_\_\_ 5 meals per week

\_\_\_ 0 meals per week

**Scripps College  
Dean of Students Office**

Signature \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_