



1. GENERAL PROVISIONS

- a. **AGREEMENT DEFINITION.** This Agreement is not a lease. It creates no exclusive right on the part of the Student to occupy any portion of College property. The College may assign or reassign the Student to specific housing when in the College's sole discretion it deems such action as necessary. The Student may not assign any right or obligations created by the Agreement.
- b. **AGREEMENT PARTIES.** The Housing and Dining Agreement (herein referred to as "Agreement") is between the Housing and Residence Life Office (herein referred to as "Housing") at Central Oregon Community College (herein referred to as "College"), and the signing student (herein referred to as "Student") for residence in the College's residence hall, Wickiup Hall (herein referred to as "Hall"). Notwithstanding the foregoing, if a parent or guardian has signed this Agreement in addition to the Student, the Agreement will be binding on both parties.
- c. **ELIGIBILITY.** In accordance with College and Hall policies, only admitted COCC or OSU-Cascades students, may reside in the Hall. Additionally, in order to live in the Hall a student must:
 - Reach eighteen (18) years of age prior to or during the current academic year;
 - Pass a background check to be completed by the College as part of the housing application process;
 - Submit a budget worksheet as directed by Housing and the College as part of the housing application process;
 - Register for a minimum of twelve (12) graded COCC or OSU-Cascades credits no later than the end of the second week of each term and maintain registration in a minimum of eight (8) graded credits throughout each term.
- d. **STUDENT OCCUPANCY AND ACCESS TO RESIDENCE.** Occupancy in the Hall is a privilege extended to the Student by the College. Continuation is dependent upon reasonable and satisfactory personal conduct and observance of College regulations. The Student may not commence occupancy until all necessary eligibility requirements have been met and the Student has received a key for a specified room. Occupancy begins upon issuance of a key to the Student and the Student must vacate the premises on the last day of the spring term. Written authorization is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Student or the Student's belongings. Students will be assessed charges for the entire occupancy period. Access to the Hall begins on the designated opening date(s) and ends on the designated closing date(s) each term, as well as upon cancellation of this Agreement. Please refer to the Housing webpage for further details and specific dates.
- e. **GENERAL SERVICES.** The College will provide the Student an assigned space in the Hall and access to dining services on campus during the terms of the Agreement. The College will provide each Student with a twin bed, wardrobe, desk, and chair. Living in the Hall includes access to and use of social lounges, study rooms, a communal TV room, a game room, a laundry room, a community kitchen, in-hall mail services, and networking services.
- f. **COMMUNICATIONS.** Housing communicates essential housing-related messages via the Student's College email account and occasional text messages. Text messages are sent to the cell phone

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number provided in the housing application. To be excluded from text messages, Student's must contact the Housing Office in writing.

- g. ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE.** The Agreement becomes effective when signed by the Student and the Student's parent/guardian, if necessary, and is received by the College. The signature of the Student on the Agreement signifies that the Student has read the terms and conditions stated herein and agrees to abide and be bound by all terms and conditions specified in the Agreement.
- h. FORCE MAJEURE.** If Housing or College fails to perform any term or condition of this Agreement as a result of force majeure conditions beyond its control (such as, but not limited to, war, strikes, fires, flood, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction), such failure shall not be deemed a breach of this Agreement.
- i. COLLEGE LIABILITY.** The Student is strongly encouraged to carry personal property insurance. The College shall not be liable directly or indirectly for theft, destruction, or loss of money, valuables, or other personal property, belonging to, or in the custody of the Student for any cause whatever, or whether such losses occurs in the student suites, storage areas, public areas, hallways, laundry rooms or in the baggage related to shipment or storage. Students are particularly encouraged to remove all valuables from their suites during periods of absence or College breaks. In the event of fire, water, steam, or other causes that render the Student's suite unfit for occupancy, the College reserves the right to reassign the Student to an alternative suite assignment. If an alternative suite assignment is not available, this Agreement may be terminated and the Student shall not be entitled to a recompense for damages except for a pro-rated refund.
- j. EXCEPTIONS TO AGREEMENT.** Only the Dean of Student and Enrollment Services, Director of Student and Campus Life, and/or the Assistant Director of Housing and Residence Life (or designee) can make exceptions to the terms and conditions of the Agreement. Any such exception to this Agreement shall be provided in writing to the appropriate parties.
- k. APPEALS.** Appeals regarding any terms of this agreement or decisions of Housing may be submitted in writing to Housing.

2. TERMS OF AGREEMENT

- b. DATES OF AGREEMENT.** This Agreement is binding for the entire 2019-2020 academic year (fall, winter, and spring terms), unless starting in winter or spring terms in which case this Agreement is for the remainder of the academic year, based on the following:

- Fall Term: Thursday, September 19, 2019 through Friday, December 13, 2019
- Winter Term: Sunday, January 5, 2020 to Friday, March 20, 2020
- Spring Term: Sunday, March 29, 2020 to Friday, June 12, 2020

Students needing to arrive early or stay late must submit a written request, receive approval from Housing and pay any applicable early arrival or late stay fees (see section 3.d. for information regarding fees).

- c. BREAK PERIODS.** Break periods are extended periods of time when academic classes are not in session and the College may or may not be open. Although Students are strongly encouraged to make alternative plans for housing during all break periods, the Hall may remain open to Students that submit a written request, receive approval from Housing and pay applicable break stay fees (see section 3.d. for fee information). Dining services are generally not available during break

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periods. All Students may leave their belongings in their rooms during break periods, so long as their Agreement has not been cancelled. Break periods are defined as:

- Thanksgiving Break: Wednesday, November 27, 2019 at 5:00pm through Sunday, December 1, 2019 at 9:00am
- Winter Break: Friday, December 13, 2019 at 5:00pm through Sunday, January 5, 2020 at 9:00am (**NOTE: The College, including the Hall, is closed from December 20, 2019 at 5:00pm through Thursday, January 2, 2020 at 9:00am; students are not permitted to live in the Hall during this period**)
- Spring Break: Friday, March 20, 2020 at 5:00pm through Sunday, March 29, 2020 at 9:00am

d. AGREEMENT CANCELLATION BY THE COLLEGE. Upon reasonable notice to the Student and for good cause, the College may cancel this Agreement. Reasonable notice of cancellation will normally be 72 hours. In the event of Agreement cancellation, the Student shall vacate the assigned room by the date in the written notification and comply with all agreement cancellation fees. Examples of good cause include:

- Failure to pay or arrange to pay room and meal plan fees by the end of the second week of each academic term;
- Failure to register for a minimum of twelve (12) graded COCC or OSU-Cascades credits by the end of the second week of each term;
- Failure to maintain registration in a minimum of eight (8) graded COCC or OSU-Cascades credits throughout each term;
- The Student commits serious or repeated conduct violations or it is determined that the Student poses a direct threat to him/herself, other students or guests, or to the Hall. In this circumstance, a Student may be asked to vacate the premises immediately pending a conduct hearing.

e. AGREEMENT CANCELLATION BY THE STUDENT BEFORE OCCUPANCY. If the College has received a signed Agreement, payment of the deposit and payment of the down payment(s), and as a result has reserved space for the Student in the Hall then the Student refuses, fails, or elects not to move into the Hall, the Student will be fully refunded the deposit and may be eligible for a full or partial refund of monies paid towards the down payment(s). Refer to Housing webpage for refund schedule details.

f. AGREEMENT CANCELLATION BY THE STUDENT AFTER OCCUPANCY. The Student may request to cancel this Agreement after occupancy has taken place by submitting written notification to Housing. In the event of Agreement cancellation, the Student shall vacate the assigned room by the agreed upon date and comply with all agreement cancellation fees (see section 3.f. for information regarding fees).

g. MOVE OUT AND END OF AGREEMENT. The Student is required to move all belongings out of the Hall based on move-out procedures by the agreed upon date following the cancellation of this Agreement by the Student or the College or by the end of the last day of spring term.

h. AGREEMENT RENEWAL. Renewal of this Agreement for the following academic year is not guaranteed.

3. HOUSING FEES AND PAYMENT

a. APPLICATION FEE. Student is required to pay a non-refundable \$100.00 Housing Application Fee after submitting a completed housing application.

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- b. **HOUSING SECURITY DEPOSIT.** Student is required to pay a \$200.00 Housing Security Deposit. The deposit is refundable within thirty days after cancellation of or the end of this Agreement less any special cleaning fees and room or community damage charges (cleaning or damage charges in excess of the Deposit will be applied to the Student's College account).
- c. **ROOM AND MEAL PLAN FEES.** Room and meal plan fees are subject to approval by the College Board of Directors. The College reserves the right to change room and meal plan fees during the dates of the Agreement. Room and meal plan fees are found on the Housing webpage. Room and meal plan fees are charged to the Student's College billing account at the beginning of each term.
- d. **EARLY ARRIVAL, LATE DEPARTURE, AND BREAK PERIOD FEES.** Students who have made arrangements for arrival prior to any official move-in date, departure after any official move-out/check-out date, or to stay in the Hall during a break period will be assessed additional charges as determined and advertised by Housing. Refer to the Housing webpage for more details.
- e. **OTHER HOUSING FEES.** Charges for policy violations, damages, improper checkouts, and contractual noncompliance will be assessed to the Student's College billing account. A reasonable endeavor by the College will be made to estimate fair average compensation for any loss that may be sustained.
- f. **AGREEMENT CANCELLATION FEES.** Students choosing to cancel this Agreement, or Student Agreements cancelled by the College, after occupancy and prior to the conclusion of the terms of the Agreement are subject to agreement cancellation fees as follows:
 - During the first two weeks of any academic term, cancellations will result in assessment of a prorated charge of the room and meal plan fees for every week the student lived in the Hall. If this occurs during the Student's first term, any previous down payment(s) made toward room and board fees as part of the housing application process will be forfeit. If prorated charges exceed forfeited down payment(s) the Student will be billed appropriately.
 - After the second week of any academic term, cancellations will result in assessment of the entirety of the current term's room fees and a prorated weekly charge for the current term's meal plan fees up to the move out date.
 - When cancellation occurs after the end of the second week of the Student's first term, the Student will be assessed an additional agreement cancellation fee of \$1000.00. In all cases when cancellation occurs after the end of the second week of spring term the Student will not be assessed an additional agreement cancellation fee of \$1000.00.
- g. **PAYMENT.** The Student agrees to pay the College for all Housing fees, including reasonable costs of collecting a delinquent account. All Housing fees, including room and meal plan fees will be assessed to the Student's College billing account. Payment for all fees is due by published deadlines on the Housing webpage.

4. HOUSING ASSIGNMENTS

- a. **ROOM AND ROOMMATE ASSIGNMENT.** A suite is to be occupied only by the Student(s) for whom it is assigned. The College shall attempt to honor Student's request for assignment to a particular space, room type, or roommate preference, but requested assignments are not guaranteed. Students will be notified of their suite assignment prior to the start of the first term of the Agreement.
- b. **WAITING LIST.** If space in the Hall is not available, the Student will be added to a waiting list and notified when and if space becomes available. If a Student is placed on the waiting list and is not offered a space by the end of the second week of classes, the College shall refund the Student's Housing Security Deposit and this Agreement will be cancelled. A waiting list applicant may

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withdraw his or her name at any time prior to room assignment by the College for a refund of the deposit. Upon the Student's withdrawal from the waiting list, this Agreement will be terminated.

- c. **KEYS.** Keys will be issued to the Student on arrival at the beginning of the occupancy period. Issued keys include a suite key, a room key, a mailbox key, and an entrance electronic key. Keys may not be transferred, duplicated, or given to other persons. Lost keys should be reported immediately to the appropriate Housing staff member. In each case in which keys are lost, the lock may be changed, new keys issued, and the student charged for associated expenses. Charge to Student may include replacement costs of lost keys, maintenance staff time, and lock change on student room doors.
- d. **ROOM ASSIGNMENT CHANGES – STUDENT INITIATED.** The College will assist Students desiring a room assignment change to the degree possible. Any Student requesting a room assignment change shall make their request in writing to and receive authorization from Housing. Requests will be granted based on space availability, date and time of request, and necessity of room assignment change. Students will not be charged for the first room assignment change, although future room assignment changes will result in a fee. Requests for a room assignment change may be submitted but may not be authorized during the first two weeks of each term. Approved room assignment changes must be completed within 48 hours of receiving the keys to the new room. Students changing room assignments who fail to follow prescribed procedures will be required to move back to their official room assignment and may be subject to disciplinary action.
- e. **ROOM ASSIGNMENT CHANGES – COLLEGE INITIATED.** The College retains the right to change a Student's room assignment at its sole discretion. Such changes will not take place until reasons are explained to the Student and reasonable time is provided for the Student to move, except in emergencies. The College may consolidate suites to full capacity when room vacancies occur. Consolidation may occur several times each term, although will be limited to a reasonable degree. When the College notifies the Student of the obligation to consolidate, the Student will be presented with options to (1) fill the vacancy with another student, (2) move to fill a vacancy elsewhere, or (3) apply to upgrade the current double occupancy assignment to a select single occupancy assignment for an additional fee. The Student's decision must be approved Housing staff and completed within ten business days after initial notification. If the Student fails to consolidate within ten business days, the Student will automatically be charged and obligated to pay the select single occupancy assignment room rate.
- f. **ROOM VACANCIES.** If a vacancy occurs in a room the remaining Student must keep the room "roommate ready", meaning adequate and clearly visible space in the room should be provided at all times for the potential new student (e.g. clean bed, desk, closet, dresser, drawers, and wall space). Student must be prepared and permit another Student to move into the room at any time, including during break periods. The College reserves the right to assign a Student to a vacant room assignment as deemed necessary, with or without prior notification. Any room determined not to be ready for a roommate at any time will result in the Student being charged and obligated to pay the select single occupancy assignment room rate, back dated to the date the vacancy was created.
- g. **SUBLEASE.** No part of the Student's room may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Student's room be conferred on any third person by any other means.
- h. **BUSINESS USE OF FACILITIES.** Student may not use his or her residence hall room or any Housing facilities for commercial or business purposes. This includes, but may not be limited to, use of phone, data, and cable TV lines, as well as voicemail and mailboxes to conduct or carry out any commercial business.

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- i. **INCREASE ROOM OCCUPANCY.** The College reserves the right to increase room occupancy as long as such increase conforms to prevailing occupancy and health standards. In the event the College does increase room occupancy, the room rate will be reduced by 20%, beginning when the occupancy is increased and continuing until the room is no longer required to remain at increased occupancy.

5. USE OF RESIDENCE AND GROUNDS

- a. **GUESTS.** The Hall exists for Students who are assigned to and pay for living accommodations. Students may not arbitrarily make their assigned housing available to anyone else at any time. Students are permitted to have intermittent visitors and overnight guests while under the Student's supervision. For more information on the guest policy, reference the Policies and Expectations guide.
- b. **PARKING.** Parking is provided for Students in the Hall who choose to bring a vehicle to the College. The parking lot for Students living in the Hall is located adjacent to the Hall; additional parking is available throughout campus. A parking permit issued by the College is required.
- c. **STORAGE.** No article of any nature may be stored in stairwells, custodial closets, interior and exterior building passageways, roofs, or on the grounds, with the exception of bicycles at appropriate racking systems.
- d. **ENTRY, INSPECTION, CONFISCATION.** College officials, including housing, maintenance, custodial, and public safety staff members, reserve the right to gain entry to student rooms in an effort to uphold the basic responsibility of the College and the maintenance of an educational atmosphere. This includes routine maintenance and housekeeping, preparation of a vacant space for a new occupant, performance of health and safety inspections, when reasonable cause exists for possible violations of College or Hall policies, and elimination of nuisances (i.e. alarm clock, radio, etc.). Reasonable efforts are made to notify the Student in advance, except during alleged violations of College or Hall policies, emergencies, or for routine maintenance and housekeeping. During the process of any entry, prohibited items, if discovered, will be confiscated and used as evidence in disciplinary cases.
- e. **MOVE-IN/MOVE-OUT.** Student is required to check in and out in person, which includes filling out the appropriate forms and picking up or returning keys. All Students are required to sign a Room Condition Report upon move-in, acknowledging receipt of all assigned property and acceptance of the suite in its condition as of the move-in date. All Student are required to participate in a room condition/inventory review at checkout. Failure to check out properly may result in a fee. Before moving out, a student is required to remove all garbage and other materials, remove all personal possessions, and leave the room and suite clean. Charges for additional cleaning required, removal of personal property, or for any damage or loss of College property, normal wear and tear excepted, will be billed to the Student(s) occupying the room.
- f. **ABANDONMENT.** Students absent from the Hall for more than six consecutive days (not including official breaks) without informing the Hall staff may be considered to have abandoned their rooms. Personal belongings left in the Hall by such students will be stored for a maximum of 30 days; thereafter, Hall staff will dispose of abandoned belongings. Students shall reimburse the College for costs in removing, storing, and disposing of abandoned belongings.
- g. **RESTRICTIONS ON USE OF ROOMS.** Door-to-door solicitation is strictly prohibited. Commercial activity, solicitation, or advertising is not permitted in or around the Hall. Student housing and furnishings therein are to be used in the manner for which they were designed. The Student shall

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refrain from any use that would be reasonably offensive to the College, other Students, or that would tend to create a nuisance or damage the reputation of the Hall; loading the floors beyond the point considered safe by a competent engineer or architect selected by the College; making any marks on or attaching any sign, insignia, antenna, or other device to the exterior or interior walls or windows with any item causing permanent damage to the facility; removing Student room furnishings provided by the College.

- h. CLEANING, REPAIRS, AND MAINTENANCE: COLLEGE RESPONSIBILITIES.** The College will be responsible for cleaning all public areas, bathrooms, and hallways; removing all trash from public receptacles; providing appropriate recycling opportunities; and setting a regular schedule for the cleaning of the suite bathrooms. The College shall make all structural/mechanical repairs required to keep the Hall in good order and repair.
- i. CLEANING, REPAIRS, AND MAINTENANCE: STUDENT RESPONSIBILITIES.** The Student shall maintain Student's assigned suite in at least as good a condition as Student's suite was in on the move-in date, aside from normal wear and tear. Students are responsible for cleaning their assigned suite. The Student agrees to promptly pay upon demand any charge submitted by the College for repairs necessitated by the negligence or willful act of Student or Student's guest(s). The Student agrees to notify the College promptly of all required repairs. The Student is not permitted to repair, paint, or remodel any College property or public area.

6. HOUSING STUDENT BEHAVIORAL CONDUCT

- a. CODE OF CONDUCT.** The College is dedicated to personal and academic excellence. Choosing to live in the Hall obligates the Student to follow a code of conduct to support a positive academic environment. As such, the Student agrees to the Principles of Community for the College, the COCC Student Rights & Responsibilities, the Residence Hall Policies and Expectation Guide, and the Housing Student Conduct-Points System; see the College's website for details on these documents.
- b. MODIFICATIONS.** The College may establish or modify its policies and regulations with campus-wide application, which apply to Housing, and may also establish and modify rules and procedures with respect to Housing. Any changes in rules, regulations, or expectations made by the College and published in the Student Rights and Responsibilities or the Residence Hall Policies supersede this Agreement.
- c. STUDENT CONDUCT PROCESS.** College staff who encounter a violation of College or Hall policies are required to submit a College incident report, whereupon students may be required to attend a conduct hearing. This process is outlined in more detail in the COCC Student Rights and Responsibilities. Additionally, parents may be notified of student conduct violations involving alcohol or illegal drugs.

7. DINING SERVICES

On-campus dining services are provided through a management contract with the College food service provider.

- a. REQUIREMENT.** Students residing in the Hall are required to be enrolled in a meal plan. Information about meal plan options and the associated fees is available on the Housing webpage.
- b. MEAL PLAN CHANGES.** A meal plan may be changed during the first two weeks of each term and no changes are permitted after this. Students must contact the Food Services Manager to request a meal plan change.

- c. **DISABILITY ACCOMMODATIONS TO MEAL PLANS.** For students seeking an accommodation to their meal plan as a result of a documented disability, please contact the Disability Services office at 541-383-7583 prior to seeking a meal plan change through the Food Services Manager
- d. **ACCESS.** Students are assigned a meal card and are required to present a valid meal card at all locations to access the meal plan.
- e. **DINING SERVICES POLICIES.** Students are expected to behave appropriately in all dining services facilities and abide by all College and Hall policies. Dining services policies include, but are not limited to: self-busing of food plates and cleaning up after oneself; shoes and shirts must be worn in the serving and dining areas; removal of dining services food or property is prohibited; meals may not be shared with non-Hall students; and meal plans may not be transferred. Failure to abide by policies may result in conduct or other appropriate action.

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