

2010/2011

Last Name

First Name

## ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF STUDENT RESIDENCY AT THE COLLEGE FOR CREATIVE STUDIES

The undersigned acknowledges receipt of and agrees to comply with the Terms and Conditions of Student Residency ("Terms") regarding the undersigned's residency as a resident student within the housing facilities at the College for Creative Studies ("CCS"). CCS has agreed to permit the student to be a resident student in a suite within the housing facilities and, in consideration of permission to be a resident student, the undersigned acknowledges the following:

### GENERAL

The undersigned will be entitled to reside in a suite ("Suite") of the housing facilities and subject to the right of CCS to make Suite changes as described below; further, as a condition of residence, the undersigned will abide by the CCS Code of Student Conduct and all additional CCS rules and regulations. CCS reserves the right to make policy changes at anytime without notice. However, if possible CCS will attempt to inform residents and students of changes in rules and regulations regarding resident students in the housing facilities will be posted in common areas of the housing facilities, published, emailed, placed in resident mailboxes, and/or posted on Blackboard.

Enrollment as a student at CCS is a required condition of residency by the undersigned.

### PERIOD OF OCCUPANCY

The undersigned shall be permitted access to the Suite beginning on the date so designated by Residence Life Coordinator (the "Commencement Date") and will end on the day following the last day of the undersigned's scheduled classes at 4:30 p.m. for the academic term (the "Termination Date") unless the Resident Acknowledgement is canceled before the end of term. Resident students are required to vacate student housing within 24 hours of completing their class requirements. Resident students may be required to vacate the housing facilities immediately if the undersigned is disrupting other resident(s) or violating any CCS policy. Resident students graduating or setting up for the Student Exhibition must notify the Residence Life Coordinator and be verified by the undersigned's academic department administrator by May 1, 2011 if the undersigned desires to have CCS consider an extension of the period of occupancy.

The undersigned shall fully vacate the Suite by the Termination Date; failure to do so may result in the forfeiture of undersigned's Housing Application Deposit ("Deposit"). In the event the undersigned fails to vacate the Suite by the Termination Date without having been issued an extension of residency to stay in the Suite, the undersigned will also be charged a late non-compliance fee of \$50.00 per day or partial day. Resident students who arrive and occupy CCS housing facilities prior to the commencement date will be charged a \$100.00 per day or partial day fee for early occupancy, if CCS is able to make accommodations.

If the resident student has not occupied the Suite by the date set forth by the Residence Life Coordinator as the move-in date (and has not otherwise received permission to move in on a later date from the Residence Life Coordinator) the undersigned's Suite may be reassigned to another resident student by CCS and the Deposit forfeited. If CCS is unable to replace the undersigned's residency with another resident student, Suite charges may apply, though CCS will make reasonable efforts to find another resident student.

The housing facilities will be closed during the break between the fall and winter semesters. Specific dates of closure will be posted in common areas of the housing facilities, published, emailed, placed in resident mailboxes, and/or posted on Blackboard by the Residence Life Coordinator. Resident students may not reside in the housing facilities during the posted dates.

At the end of the resident student's period of occupancy a checkout time must be established with the Residence Life Coordinator. A resident student will be considered checked out when all paperwork is completed and when the resident student's keys and resident ID have been returned to the Office of Student Life. If a resident student does not complete this process, fines and fees will be assessed against the Deposit or charged to their account accordingly.

Please see the TERMINATION OF RESIDENT ACKNOWLEDGEMENT section for information on occupancy in the instance of moving out of the housing facility at a time other than the specified period of occupancy.

### SUITE CONDITION

Resident students are responsible for cleaning of the assigned Suite throughout their occupancy. Resident students are expected to maintain the Suites and all contents in safe and sanitary conditions. Suites are subject to periodic inspections. (See "SUITE INSPECTIONS" below). The Suite should be vacated in the same condition as it was when the student occupied the suite excluding normal wear and tear. Normal wear and tear on CCS facilities in resident student suites will be determined on a case by case basis by the Office of Student Life or the Facilities department.

Resident students are not to alter the physical condition of the Suite. This includes, but is not limited to: painting, hanging or building shelves, inserting tacks, nails, or pins into walls, applying floor or wall tile, altering electrical, cable, or phone wires, installing additional locks to any door, removing or installing any fixtures in the Suite and creating any permanent structural changes such as walls, dividers, etc. The resident student will be financially responsible for any damage to the Suite.

## HOUSING APPLICATION DEPOSIT AND DAMAGES

A \$200 Housing Application Deposit ("Deposit") must be deposited with the Residence Life Coordinator prior to the processing of the housing application and prior to the designated move-in date. The Deposit is not applied toward Suite payments and will be retained by CCS for the duration of the resident student's intended occupancy. Charges for damage and cleaning of a resident student's Suite, as well as common area damages, are deducted from the Deposit. Charges that exceed the amount or balance of the Deposit will be added to the resident student's general CCS account. Failure to establish a complete \$200 balance before the established move-in date will prevent the resident student from moving into the housing facility. Upon departure from the housing facilities, the balance will be refunded upon approval of the Residence Life Coordinator provided all obligations of the resident student have been fully performed.

A Suite-Condition-Report will be given to resident students upon arrival so that the undersigned may report the conditions of their Suite. Upon the departure of any resident student of the Suite, the Suite-Condition-Report will be reviewed to determine any damage and/or cleaning fees to be assessed to the occupants, which will be deducted from their Deposit. If the individual responsibility for any damages and/or uncleanness cannot be specifically determined, the charge will be divided equally among all the resident students of the Suite. Any damage and/or cleaning fees assessed to the common areas of the housing facilities will be split among all resident students when the individual(s) responsible cannot be identified.

Charges against the deposit can be disputed in writing within thirty (30) days of receipt of charges notification. Disputes received after thirty (30) days will not be considered.

## GUEST RESPONSIBILITY

All guests must be signed in at the front desk of the housing facilities, leave a valid picture ID, and be escorted into and around the housing facilities by a host resident student at all times. Guests under the age of 18 must be accompanied by a parent or legal guardian. Overnight guests may stay no longer than two consecutive nights on an occasional basis as long as the presence does not interfere with or impose on the suitemates of the host resident student or any other CCS resident students. The host resident student accepts full responsibility for the actions of his/her guest(s) at all times.

## SUITE FURNISHINGS

Any furnishings provided by CCS to the Suite will be given proper care and used only for their intended purposes. Any damage to furnishings (including, but not limited to furniture, fixtures, floors, carpeting, walls, ceilings and/or woodwork) will be charged against the responsible resident student's Deposit.

## KEYS AND IDS

Each ACB resident student is issued a Suite key and a mailbox key upon arrival. Taubman residents are issued a mailbox key. These keys are not to be duplicated in any manner or form or lent to anyone. The loss of a key must be reported to Residence Life Coordinator immediately. The resident student issued the key will be charged \$75 for each replacement key. This fee is to cover the changing of the Suite lock, the mailbox lock, and the cutting of new keys.

Each resident student is also issued a CCS resident student ID. The resident student must have in their possession their issued resident student ID at all times when in the housing facility. Taubman residents also use their key as an ID to their room. Resident students must return their ID at the end of their tenancy. Resident students who do not return their ID will be assessed a charge of \$20.

## PERSONAL ITEMS - LOSS/THEFT/DAMAGE/ABANDONMENT

Although CCS will exercise reasonable efforts to protect resident student property, CCS will not be responsible for the loss of or damage to personal property resulting from fire, theft, or any other cause or for the damage to, or loss of or damage to property left in a vacated or unattended Suite or other locations within the housing facility. CCS advises all resident students to seek and obtain renters insurance to the extent desired.

Any property left in the housing facilities after expiration of the Term and not reclaimed within 7 days after the end of such Term will be considered abandoned property. Abandoned property may be retained by CCS as its property or may be disposed of through sale, donation, or in such manner as CCS deems appropriate. Any proceeds derived from the sale of or other disposition of such property shall be the property of CCS.

## SUITE CHANGES

Changes in Suite assignments will be allowed if there is a conflict among the resident students of a Suite and after all measures have been taken to resolve this conflict or as deemed necessary by the Residence Life Coordinator and alternative arrangements (Suite availability) exists. Any requests for Suite changes must be in writing and turned into the Residence Life Coordinator.

Suite assignments or Suite change requests based on religion, national origin, affectual/sexual orientation or race will not be considered. Discriminatory requests or practices are illegal and contrary to the philosophy and policies of CCS.

The Residence Life Coordinator reserves the right to change Suite assignments to operate the housing facilities more efficiently and effectively, such as Suite consolidation. The Residence Life Coordinator reserves the right to change Suite assignments as may be deemed necessary in its sole discretion, including, without limitation for reasons such as health, welfare, academic performance, safety, or security of resident students which adversely affect the academic or general environment of a particular area.

The Residence Life Coordinator reserves the right to assign new resident students to Suites with vacancies at any time.

## MAINTENANCE

The professional staff of the Office of Student Life must be notified of any condition requiring the service/attention of the CCS maintenance staff. Maintenance requests must be made in writing to a member of the Residence Life Staff or sent by email to [housing@collegeforcreativestudies.edu](mailto:housing@collegeforcreativestudies.edu).

## ENTERING OF SUITES

CCS reserves the right to enter resident students' suites at anytime. However, CCS personnel will attempt to limit entry into resident student suites for suite inspections, work requests, preventative maintenance, cases of an actual or suspected emergency, violations of federal, state, or municipal law, and/or violations of CCS rules and regulations. CCS personnel will make a reasonable effort to inform resident students prior to any entry.

## SUITE INSPECTIONS

Suite inspections are conducted by the Residence Life Staff. General inspections of all common areas within a Suite are conducted approximately once a month. Full Suite inspections are generally conducted once a semester. Suite inspections are conducted to ensure the living environment is safe and healthy for all current and future resident students. CCS reserves the right to conduct inspections on a more frequent basis if it determines such inspections to be warranted. Suites are also inspected during the winter break for safety violations. Resident students who continually fail their Suite inspections may be denied student housing for the following semester.

## PAYMENT

The resident student agrees to pay Suite charges for the period of residency in accordance with the established payment schedule listed in the Registration Schedule Booklet.

For the first semester of each academic year that a student resides in Student Housing a \$ 350 first housing payment is required to complete their housing file so that they are assigned to a Suite. This payment should be mailed, along with the other required forms to the Office of Student Life, ATTN: Residence Life Coordinator.

50% of remaining balance:	Cashiers Office - by date designated online on Blackboard or on the CCS website
Remaining balance:	Cashiers Office - by date designated online on Blackboard or on the CCS website

All payments should be payable to the COLLEGE FOR CREATIVE STUDIES and should include the resident student's name, college ID number and an indication that the payment is a "Suite Payment." A finance charge will be assessed and billed to the resident student for late payments on any unpaid balances after established billing due dates.

Residency may be denied to a resident student for nonpayment of Suite charges.

## TERMINATION OF RESIDENT ACKNOWLEDGEMENT

Except as hereinafter provided, the obligations arising under this Acknowledgment are for the entire academic year as indicated on this agreement or the balance thereof.

**Withdrawal:** If a resident student withdraws from CCS, the full semester Suite charge will still apply and the resident student will forfeit his/her Deposit unless another resident student fills that specific space. If the space is filled, the withdrawing resident student will receive a refund of the Suite cost on a pro-rated per diem basis (less any balance owed) but will forfeit his/her Deposit. Deposits are refunded at the end of each semester, regardless of the time the resident student moves out of the housing facilities, subject to a deduction of any damage and/or cleaning fees. If the undersigned terminates the Resident Acknowledgement due to a withdrawal from academic classes, the resident student will be expected to move out of the housing facility within seven (7) days of approval of the filed withdrawal. If the undersigned is unable to move out in the seven (7) days provided, the undersigned must submit in writing a petition to remain in the housing facility beyond the allotted time.

**Graduation:** If a resident student is graduating from CCS, he/she must notify Residence Life Coordinator in writing at least 45 days prior to the date of graduation. Failure to notify Residence Life Coordinator by the designated date will result in the forfeiture of the resident student's Deposit. The resident students who are graduating must move out by the date specified by postings in common areas of the housing facilities, published materials, emails, mail, and/or postings on Blackboard.

**Dismissal or Suspension from CCS for Academic Reasons:** If a resident student ceases to be a student of CCS for any academic reason, he/she is not allowed to reside in the housing facilities. Resident students who are dismissed from CCS must vacate the Suite and premises within 48 hours of receiving their notification of non-student status. Failure to do so will result in the forfeiture of the Deposit and subject the individual to a late non-compliance fee of \$50.00 per day or partial day. The dismissed resident student will be responsible for any balance of Suite fees at the time of dismissal.

**Disciplinary Sanction:** If a resident student has violated the policies of CCS to the extent that he/she is no longer allowed to live in the housing facilities, the resident student will forfeit his/her Deposit and the full semester charge will still apply if CCS cannot replace their residency with another resident student. If a resident student is required to move out of the housing facility because of a disciplinary sanction, that student resident's move-out date will be determined on a case by case basis.

**Extreme Circumstances:** If the resident student is remaining a student of CCS but has found it necessary to move out of the housing facilities, he/she must make a request to the Residence Life Coordinator to be released from this Acknowledgment, said request to be made in writing, and accompanied with supporting documentation. Requests made after May 1 for the Fall Semester and December 1 for the Winter Semester will result in the automatic loss of the Deposit and assessment of additional fees. "Extreme" circumstances are approved on a case by case basis by the Residence Life Coordinator and the Vice President for Administration and Finance, as well as the amount of housing fees to be assigned and the determination as to whether or not the Deposit is forfeited. The timeline for the resident student moving out due to extreme circumstances will be determined on a case by case basis.

Resident students who meet the Federal criteria for refunding charges (or any other applicable statute) will be handled according to the guidelines provided by the government (see the Financial Aid Office for criteria).

#### REFUNDS

If an act beyond the control of CCS prevents the performance of the housing facilities to provide access to and use of the Suite to the resident student, refunds will be made on a prorated per diem basis. Resident students who withdraw from CCS and receive federal aid should see the Financial Aid Office regarding federal regulations on refunds.

#### MISCELLANEOUS

CCS reserves the right to establish or modify policies and procedures for the effective operation of the housing facilities as deemed necessary.

CCS is not liable for personal injuries or property damage sustained in the housing facilities. The execution of this Acknowledgment by the resident student constitutes a waiver and release by said resident student for any and all actions related to personal injuries or property damage to him/her or to any of his/her guests, invitees and licensees.

CCS personnel will determine on an individual basis whether or not the emergency contact person indicated on a resident student's Suite application will be notified of a situation. This will extend for the duration of a resident student's occupancy in the housing facilities.

Resident students have access to parking on campus in the Brush Street CCS parking structure providing the resident student follows all traffic and parking policies and procedures. Parking privileges can be revoked if a resident student fails to comply with CCS traffic and parking policies.

Execution of this acknowledgment is not a commitment of admission to CCS but shall constitute an understanding by the resident student of CCS to the terms and conditions of occupancy in student housing.

**I UNDERSTAND THAT THIS AGREEMENT IS IN EFFECT FROM THE DATE SIGNED, UNTIL THE END OF THE ACADEMIC YEAR, IN MAY 2011.**

I have read this Acknowledgment and agree to be bound by it:

\_\_\_\_\_  
Resident Student's name (print)

\_\_\_\_\_  
Resident Student's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver's License/Passport #

\_\_\_\_\_  
State/Country

\_\_\_\_\_  
Parent/Guardian's signature

\_\_\_\_\_  
Date

**If resident student is under 18 years old**

\_\_\_\_\_  
Residence Life Coordinator

\_\_\_\_\_  
Date

or Designee

Retain a copy of this agreement for the duration of your occupancy in CCS housing facility.