WILLIAM MARSH RICE UNIVERSITY

Houston, Texas

UNDERGRADUATE CAMPUS HOUSING and DINING AGREEMENT

ACADEMIC YEAR 2020 – 2021

	Student ID Number – New students see tuition statement for number	
Residential College Assignment	S	
College Name:	First Name – As registered with the University	Middle Initial
Room Number:		
	Last Name – As registered with the University	
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Room and Board:

CAMPUS HOUSING (Please read this agreement in its entirety)	\$9,900.00
ON CAMPUS MEAL PLAN (All residents have the on-campus meal plan without exception – includes sales tax)	\$4,600.00
ORIENTATION WEEK (Room and Board for new students attending orientation week)	\$350.00

This agreement is for the entire 2020 - 2021 academic year:

- 1. Carefully review this entire agreement (this "agreement")
- 2. Sign and date where indicated
- 3. Return the signed original to the Department of Housing and Dining ("H&D") unless signed via ESTHER (preferred)
- First year and new transfer students must have previously included a \$100 room deposit when accepting their offer of admission. Your room deposit / reservation deposit will be applied to your charges if you are assigned a room or applied to other charges if a room is not available.
- If you decide to live / move off campus after signing a housing agreement, you must give written notice to H&D and pay the appropriate termination charges. If notice of cancellation is provided (i) prior to April 30, 2020, termination charges will be \$300, (ii) between April 30, 2020 and September 4, 2020, termination charges will be \$1,000, (iii) after September 4, 2020, termination charges can be found in Section 4 per schedule. December move-outs should consider accepting this agreement carefully as it is for the entire academic year.
- The deadline to sign this agreement (i) for first year and new transfer students is July 30, 2020, and (ii) for all other students is 4:00PM the day before room draw at their residential college (the "College"). All students meeting the deadline requirements will be eligible for campus housing assignments in accordance with the room draw procedures of the College. Rice reserves the right to change room assignments or draw results, when deemed necessary for making accommodations under the Americans with Disabilities Act. You may not enter room draw if you have not signed this Agreement. This Agreement may be signed electronically via ESTHER or printed, signed, and returned to H&D.
- If you are under the age of 18, your parent or legal guardian must also sign this Agreement. Fax: 713-348-5099 or Email: <u>dm7@rice.edu</u>.
- All students living in campus housing must be currently enrolled in an approved academic program at all times. If you are not enrolled full-time, you must obtain approval from the Dean of Undergraduates and your College Magister in order to continue living on campus.
- All students living in campus housing have the on-campus meal plan added to their account. No exceptions.
- All students living in campus housing are encouraged to obtain insurance covering your personal property against losses, including those due to water, smoke, fire and theft. Consult with your parent / guardian about possible coverage under their homeowner's policy. The University is not responsible for loss or damage to students' personal property. It is your responsibility. (See Page 3, Section 1.h.)
- Registered sex offenders may not live in campus housing.

By signing and returning this Agreement, you are agreeing that in the event you receive a campus housing assignment for the 2020 - 2021 academic year, this Agreement will become effective and you will become obligated to fully comply with all of its provisions. Once effective, this Agreement may only be terminated according to its provisions or with written approval of the Associate Vice President for Housing and Dining or a designated housing officer.

1. CAMPUS HOUSING

(a) Charges

Campus housing charges provide for utilities, Internet access, maintenance, custodial and laundry. Utilities may only be used for normal residential purposes and may not be wasted. Campus housing charges are uniform across the campus even though the different architectural designs of the Colleges create variations in size, shape and capacity. The assignment of rooms / suites within each College is the responsibility of its College government, and any re-assignments must be approved by the College. The College Magisters are the final authority regarding room / suite assignments.

(b) Occupancy

Campus housing assignments will be available for occupancy (i) for authorized Orientation Week coordinators, advisors and affiliates on Tuesday, August 11, 2020, (ii) for new matriculates on Sunday, August 16, 2020, and (iii) for all other students on Saturday, August 22, 2020 at 1:00 PM. Requests for exceptions, such as authorized participation in O-Week as part of a Rice student organization, must be requested in writing by Friday, July 31, 2020 and need to be approved by H&D and First Year Programs.

When you move into your campus housing, you should inspect it thoroughly and notify your H&D Manager or Student Maintenance Representative (SMR) in writing within 7 days of any existing damage or deficiencies. Room condition forms will be provided.

The University and all undergraduate housing will be closed during the winter recess (Thursday, December 17, 2020 until Saturday, January 9, 2021). Students must move out of housing by 12 PM (noon) on Thursday December 17, 2020 and cannot visit or return to housing until 12 PM (noon) Saturday, January 9, 2021. Students who live in residential housing and need to remain nearby during this period must make other living arrangements during winter recess. You are not required to remove your personal belongings during winter recess, but you remain responsible for the safety and security of all personal belongings (as per section h).

All non-graduating students must move out by Saturday, May 8, 2021 at 12PM (noon). Requests for exceptions, such as participation in commencement, must be requested in writing by Friday, April 16, 2021 and need to be approved by H&D and your College Magister. Graduating seniors must move out by 4:00 PM on Monday, May 17, 2021.

Campus housing may only be occupied by assigned students and used for normal residential purposes. Visitors may stay overnight for up to a total of 7 days per academic year in total, provided that none of your roommates / suitemates object and that your College Magister approves. You shall be responsible and liable for the conduct of your visitors during their stay and subject to a \$200 per night for each day your visitor stays past 7 days.

Important Housing Dates

- 1. August 11, 2020 Move in for authorized Orientation Week coordinators, advisors, and affiliates
- 2. August 16, 2020 Orientation week move in New matriculates
- 3. August 22, 2020, 1 PM Returning students move in
- 4. December 17, 2020, 12 PM Winter recess (campus closed) move out; all housing must be vacated
- 5. January 9, 2021, 12 PM Spring semester move in
- 6. April 15, 2021 Last day for non-graduating students to request commencement housing
- 7. May 6 8, 2021, 12 PM Spring move-out date for non-graduating students
- 8. May 17, 2021, 4 PM Spring move-out date for graduating students; all housing must be vacated

(c) Appropriate Behavior

The Colleges are small communities within the larger Rice community and provide a unique environment for academic, athletic and cultural experiences. Living, dining and learning together over the course of an entire academic year requires a strong commitment to self-governance, tolerance, mutual respect, and shared responsibility. You are responsible for conducting yourself and maintaining your residence in such a manner so as not to create a hazard or nuisance or to otherwise infringe upon the rights, health, safety or security of others or their property. You are also responsible for fully complying with all applicable laws, Rice policies and procedures, and College rules and regulations in effect during the academic year.

(d) Prohibited Items

Pets

Pets are not permitted in campus housing. Certified assistance or wellness animals as approved by Disability Support Services are allowed. Damages and pest elimination costs in the space will be charged to the student.

Appliances

All cooking / heating appliances including traditional style coffee makers of any kind are not permitted in campus housing. This includes space heaters, cooling window units, microwaves in excess of 1.5 cu. ft., refrigerators with a combined refrigerator and freezer space over 3.2 cu. ft. "POD" style coffee makers are permitted. Refrigerators and microwave units are limited to 1 per person. The Colleges have kitchens with cooking appliances available for your use.

Candles and other incendiaries

The City of Houston Fire Code prohibits open flame in and around the Colleges. No smoke or vapor producing devices is allowed. **Candles, incense, flammables and flammable liquids, and any type of incendiaries are prohibited.** Smoking or vaping is allowed at designated tobacco and smoking areas around Rice University. See Rice University <u>Smoking Policy #839</u> for designated smoking areas.

Alterations/Improvements

You are not permitted to make material alterations of any kind to your campus housing residence or College spaces. Includes, but not limited to, painting, use of chalk, and penetrating walls, doors, floors, and ceilings.

Safety

No lab research / industrial equipment requiring special ventilation, exhaust, or shielding is permitted. See <u>safety.rice.edu</u> for more information. Tampering with the limits on your room's thermostat is prohibited. If there is any problem with your heating / cooling system you should submit a request for service. Violation(s) of the aforementioned rules regarding energy related devices or controls could result in an energy-use surcharge of up to \$200 per item or incident. All firearms and dangerous weapons are prohibited on campus in accordance with University policy No. 835. Rice University officials and H&D reserve the right to remove prohibited items without notice or liability. Tampering with or disabling fire detection devices is strictly prohibited and will result in a fine and Student Judicial Programs notification. Do not place your community in danger.

(e) Storage and Bicycles

College areas must be kept clean and maintained. Your personal belongings are not to be stored, even temporarily or during the summer, in the hallways, stairwells, landings, balconies, laundry rooms, parking lots, and other common areas of the Colleges. Do not hang anything on fire sprinkler pipes, devices or any other life safety device. Egresses, such as exits, cannot be blocked at any time for any reason. Bicycles on campus are to be stored in your room or secured to a bicycle rack. **H&D reserves the right to remove improperly stored items without notice or liability.** All bicycles must be registered with the Rice University Police Department. Bicycles may not be left on campus for the summer. Bicycles that are considered abandoned are subject to removal and relegated to Campus Police and / or H&D storage. Bicycles will be removed from College bike racks if they are not licensed with RUPD during the Winter break and immediately after move-out in May or if deemed abandoned any time.

(f) Access and Security

Check to be sure the locks and latches on your doors and windows are in good working order. Notify H&D immediately if any repairs are necessary or if your key or card is lost or stolen. The safety and security of you and your roommates / suitemates will require new keys and lock cores if your key is lost or stolen, and you may be charged per lock-core. If you are in a cardkey College and lose your card you will need to replace the card at the Rice University Police Department. You are not permitted to duplicate your room key or change your room locks. **You must lock the door to your room at all times, even if you are inside or only leaving for a short time**. Do not open the door for someone if you have any concerns regarding their identity or intent. Common area doors with controlled access via key / card help reduce unauthorized entries and threats to persons and property. **Do not prop any doors in the college open**. **Propping doors is a security and fire risk**. Propping doors and disabling any security devices will result in fines to individuals and / or Colleges. You may not allow others to use your key or card. No security measure is fail-safe and Rice disclaims any express or implied warranties of security. If you are locked out of your room for some reason, please contact H&D during regular business hours. After hours lock outs, please call RUPD at (713) 348-6000.

(g) Fire Drills and Alarms

Mandatory fire drills will be conducted during the first 2 weeks of each semester. Failure to evacuate or attempt to enter any time a building is in alarm will result in a fine and a possible referral to Student Judicial Programs.

(h) <u>Furniture</u>

Each room comes with assigned standard furnishings. H&D prohibits students from moving furniture out of their room without prior approval. A moving and storage fee will be charged to your account for standard furniture removal and storage. H&D reserves the right to remove furniture that is considered to be a safety hazard. Do not arrange furniture in such a way that it prevents easy access and egress into the room or space.

(i) Liability and Insurance

You are responsible and liable for, and shall hold Rice harmless from, any and all injury and damage to persons and property caused, directly or indirectly, by your intentional or negligent acts or omissions. With respect to damage to your room, suite, hall, floor, wing or College, your responsibility and liability may be joint and several with your roommates, suitemates, hall mates, floor mates or other College members, as deemed appropriate under the circumstances by Rice, H&D and / or your College government. YOU ARE RESPONSIBLE AND LIABLE FOR INSURING YOUR PERSONAL BELONGINGS, INCLUDING LOSSES DUE TO FIRE, SMOKE, WATER AND THEFT. RICE SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF YOUR PERSONAL BELONGINGS, AND DOES NOT PROVIDE ANY INSURANCE COVERAGE FOR YOUR BENEFIT.

(j) <u>Right of Entry</u>

Rice personnel on official business, including your College Magisters, and other service personnel authorized by H&D may enter your living space without notice in the event of an emergency repair or safety issue. Otherwise, attempts will be made to coordinate with your schedule to enter the space when appropriate. Regular access will generally be for purposes of removing trash, cleaning the bathrooms, and conducting maintenance and repairs. **Any observed violations while in the room or space pertaining to this Agreement, Rice policies, or Law will be reported to H&D and RUPD.**

(k) <u>Regular Entry</u>

If you have any special housekeeping needs during the year, please contact H&D to make appropriate arrangements. Additional services may incur service costs. Maintenance concerns and repairs, including insect or pest control needs, must be submitted promptly to H&D work@rice.edu to expedite service, prevent further damage and limit related costs. When possible, efforts will be made to accommodate your schedule when entering your room; however, Rice reserves the right to conduct inspections, maintenance, and repairs at any time. A request or consent by one member of a room / suite shall be deemed a request or consent, as the case may be, by all members of the room / suite.

(I) <u>Violations</u>

If Rice, H&D, the College Magisters and / or your College government determines that you have violated any of the provisions of this Agreement or that you represent a risk or nuisance to persons or property, you may be assessed charges, required to move off campus and / or subject to other disciplinary action (see the <u>Code of Student Conduct</u>).

2. DINING SERVICES

(a) <u>Meals</u>

Students may dine in any of the residential dining commons except when the Colleges have a private function. Your Rice Student ID card is required to access the service areas. The on campus meal plan has a provision for five guest meals per semester. Meals are non-transferable and may not be shared with others. All students living in campus housing have the on-campus meal plan added to their account. No exceptions.

(b) <u>Tetras</u>

"Tetra" Points are funds deposited on your student Rice ID and can be spent at multiple campus eateries for the purchase of food and non-alcoholic beverages. These Points are available for your use as long as you are a currently registered undergraduate student at Rice University. Tetra points may be purchased by visiting the Meal Plan Administrator at the Housing & Dining Office or by filling out an online form at <u>dining.rice.edu</u>. Upon your graduation, any unused Tetra Points will expire. **Tetra points are non-refundable and non-transferable.**

(c) <u>Service</u>

Meal plan service at the Colleges will be available for breakfast, lunch and dinner Monday through Saturday, and lunch and dinner on Sunday. Specific hours of operation as well as the list, of which kitchens will be operating, will be posted at: <u>dining.rice.edu</u>. Meal plan service will begin (i) for new matriculates with lunch on Sunday, August 16, 2020, and (ii) for all other students with lunch on Sunday, August 23, 2020. Meal plan service will end (i) for graduating students with breakfast on Saturday, May 15, 2021, and (ii) for all other students with dinner on Wednesday, May 5, 2021. Non-graduating students may use Tetra Points for meal service during the week of graduation. Meal plan service will not be provided on (i) Thanksgiving Day November 26, 2020 (ii) Winter recess (No meal service on Thursday, December 17, 2020, through Lunch on Sunday, January 10, 2021). All servery dishes, glasses and cutlery must remain in the commons dining area and are property of H&D. You may be assessed charges for any removal of dinnerware from your room. *Disposables are available for take out and intended for a single meal*. *Please do not use disposables for dining in the commons*.

Important Dining Dates

- 1. August 16, 2020 Orientation week meal service begins for new matriculates
- 2. August 23, 2020 Returning students meal service begins
- 3. November 26, 2020 Thanksgiving Day no meal service
- 4. December 17, 2020 January 10, 2021 Winter recess (campus closed) no meal service
- 5. Sunday, January 10, 2021 Spring Meal Service Begins
- 6. May 5, 2021– Meal plan ends for non-graduating students
- 7. May 15, 2021 Meal plan ends for graduating students

3. PAYMENTS

(a) <u>Campus Housing and Meal Plan Charges</u>

Campus housing and meal plan charges are payable by the semester per the statement issued by the Cashier's Office. All payments should be made to your account at the Cashier's Office and are subject to additional late charges if not paid on time.

(b) Other Charges

Your account at the Cashier's Office will be assessed for any charges you incur in connection with this Agreement. You are responsible for payment within 30 days of invoicing.

CAMPUS HOUSING AGREEMENT ACADEMIC YEAR 2020 – 2021

4. EARLY TERMINATION; MOVE OUT PROCEDURES; LIABILITY AFTER TERMINATION

(a) Early Termination Prior to September 5, 2020.

If you decide to live / move off campus after signing a housing agreement and been assigned a room, you must give written notice to H&D and pay the appropriate termination charges. If notice of cancellation is provided (i) prior to April 30, 2020, termination charges will be \$300, (ii) between April 30, 2020 and September 6, 2020; termination charges will be \$1,000.

- (b) Early Termination on or After September 5, 2020.
 - (i) Termination Due to a Qualifying Event: Qualifying events are reasons a student may cancel and be released from this agreement without being subject to paying for the full value of the housing agreement. Students who cancel due to the following qualifying events will be charged the daily rate through their date of check out until September 4, 2020 and after that based on the pro-rated schedule; they will not be charged for early termination. Cancellations for these reasons require approved supporting documentation from the appropriate Rice officials.
 - a. Medical Withdrawal from the University
 - b. University study abroad program (30-day notice required)
 - c. Leave of Absence for Medical
 - d. Student becomes a parent (30-day notice required)
 - e. Irreconcilable difference with roommate(s) (30 day notice required plus written recommendation from College Magister
 - (ii) Termination Due to a Non-Qualifying Event: Non-qualifying events are cancellations for any reason other than qualifying events in Section (4.b.i.). Non-Qualifying events include moving to part-time status requiring student to move off campus, rustication, academic suspension, and disciplinary suspension. Students who cancel this Housing Agreement for a non-qualifying event will be charged the daily rate through their date of check out plus a \$1,000 re-letting charge if Fall semester housing is cancelled prior to September 5, 2020 or if Spring semester housing is cancelled prior January 23, 2021. Students who cancel a Housing Agreement for a non-qualifying event on or after September 5, 2020 (Fall Semester) or on or after January 23, 2021 (Spring Semester) will be charged as per the current Rice tuition schedule (found on the Academic Calendar and referenced below)

% of Costs Refunded	Fall Semester Housing*	Spring Semester Housing*
Section (4.b.ii)	On or Before September 4, 2020	On or Before January 22, 2021
70% Refund	Sept 5, 2020 – Sept 11, 2020	Jan 23 – Jan 29, 2021
60% Refund	Sept 12 – Sept 18, 2020	Jan 30 – Feb 5, 2021
50% Refund	Sept 19 – Sept 25, 2020	Feb 6 – Feb 12, 2021
40% Refund	Sept 26 – Oct 2, 2020	Feb 13 – Feb 19, 2021
30% Refund	Oct 3 – Oct 9, 2020	Feb 20 – Feb 26, 2021
20% Refund	Oct 10 – Oct 16, 2020	Feb 27 – Mar 5, 2021
10% Refund	Oct 17 – Oct 23, 2020	Mar 6 – Mar 12, 2021
Non-Refundable	After Oct 23, 2020	After Mar 12, 2021

*Students who terminate housing after October 19, 2020 for a Non-Qualifying Event will also be charged a \$1000 re-letting charge if not returning for the Spring Semester. If student returns for Spring, the \$1000 re-letting charge will be refunded.

**All refund dates are based on the date when housing is vacated.

- (iii) If extenuating circumstances arise, you may appeal to H&D to determine your right to terminate this Agreement, including any related requirements.
- (iv) If your campus housing is rendered uninhabitable by fire, flood or other disaster, H&D will use its best efforts to provide you with other campus housing arrangements. If alternative campus housing arrangements are not available, this Agreement will terminate effective as of the date of such disaster.

CAMPUS HOUSING AGREEMENT ACADEMIC YEAR 2020 – 2021

(c) Move Out Procedures

Upon any termination of this Agreement, you shall promptly vacate your campus housing, leaving all Rice property in the same condition as when received, reasonable wear and tear is expected. **Procedures for moving out include securing an appointment for proper checkout or turning in a signed express checkout form along with your room key. Failure to complete a proper checkout will result in both a \$200 charge and any relevant damage charges**. You shall be held responsible and liable for all expenses related to (i) the repair or replacement of damaged or lost Rice property, (ii) the disposal of any abandoned furniture, refrigerators, decor, clothing, projects, books, or other personal belongings, and (iii) the cleanup of any excessive trash or debris. Your responsibility and liability shall be joint and several with any roommates / suitemates. If any

disposal or cleanup charges are assessed with respect to your room / suite, each roommate / suitemate will be subject to a \$25 minimum charge. All campus housing must be vacated on your move-out date as noted in section 4.b. **Rice shall not be held responsible or liable for any personal belongings left in campus housing and may remove them without notice or liability**. Return your room and / or suite key at the end of your stay to your College Coordinator or to the Housing and Dining office.

(d) Liability After Termination

Notwithstanding anything in this Agreement to the contrary, upon any termination of this Agreement you shall remain responsible and liable for all obligations accruing prior to its termination and under all provisions that expressly or by their nature extend beyond and survive its termination.

5. GENERAL

(a) No Assignment, Sublet, Amendment, or Waiver

This Agreement (i) may not be assigned or sublet, in whole or in part, (ii) may not be amended or modified, by course of conduct or otherwise, and (iii) may not be waived, in whole or in part, by delay in enforcement or otherwise, except, in each instance, with written approval of the Associate Vice President for Housing and Dining or its designated chief housing officer.

(b) Enforceability

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflicts and choice of law principles. By signing this Agreement you confirm that (i) you have read and fully understand this Agreement, (ii) you intend this Agreement to be legally binding upon and enforceable against you and your family members, estate, heirs and legal representatives, (iii) you intend this Agreement to inure to the benefit of Rice, and (iv) confirm that you are at least 18 years of age, fully competent, and entering into this Agreement of your own free will and judgment. If you are under the age of 18, your parent or legal guardian must also sign this Agreement.

CAMPUS HOUSING AGREEMENT ACADEMIC YEAR 2020 – 2021

Exhibit A Schedule of Charges

Housing and Dining inspects the residential colleges on a regular basis. Depending on the nature of the fine, the charges are assessed either directly to the individual responsible or if there is doubt in culpability, the fine is assessed to the college. It is the responsibility of the college government to investigate and pay the fine on behalf of the student(s) or formally report individual culpability to Housing and Dining for reassessment of the standing charges. Multiple fines and charges may apply to a single incident.

Keys

Rekey due to lost keys

Fire safety

Disconnected / tampered with door closers Failure to evacuate immediately when fire alarm sounds \$200 \$200 Hanging items from fire sprinkler pipes or devices \$600 Malicious fire alarm pulls Possession of Incendiaries, incense, flammables, and candles Prank discharge of fire extinguishers Propped college and commons doors including any stairwell doors \$500 \$200 Propped inside doors (bathrooms) \$200 Propped or disabled residential room doors / locks, i.e. taped or blocked Setting off fire alarms for any non-emergency reason Tampering with or covering fire alarm sounders, detectors, and strobes

Miscellaneous

Approved removal & Storage of H&D furniture (per item) Bicycle parked in an unapproved area (H&D areas) Labor rates Moving in early or moving out late Room condition reports not turned in by 3rd day of first week of classes Tampering with thermostats Unapproved removal of H&D furniture (common space & rooms) per item Unapproved pets in housing

Repairs or cleaning

Broken windows Cleanup for parties, pranks or vandalism Vandalized property

Safety

Disabling / tampering elevator by misuse Unauthorized rooftop access per person \$100 per core – may also include additional charges for suites

\$200 plus cost of repairs / replacement
\$200
\$200
\$600
\$200 per incident and subject to confiscation
\$400 plus cost of cleaning / repairs
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\$20/hour regular time and \$30/hour overtime
\$100 per day
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\$200 plus cost of repair
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\$200 plus cost of cleaning and exterminating

cost of repair cost of repair plus labor cost of repair plus labor

\$500 plus cost of repairs \$500