

Snow College Residence Life Contractual Agreement for Family & Married Housing

Read all provisions of this contract before signing. You, the Student, are legally bound by these contractual terms upon signature, including an electronic signature. In signing this Agreement the Student accepts all Snow College standards and regulations and understands and accepts the conditions as outlined in this Agreement. Once signed, a contract can be terminated only under specific guidelines listed in the contract cancellation and contract release sections of the Contract. Any exceptions to provisions must be approved by the Office of Residence Life and follow the guidelines for departure. All notices required under the Contract shall be sent to: The Office of Residence Life: 150 East College Avenue, Ephraim, UT 84627, Fax: 435-283-7284.

1. THE AGREEMENT

- A. The undersigned, herein called the "Student," and Snow College, herein called the "Office of Residence Life," hereby enter into this Residence Life Contractual Agreement for Housing and Food Services.
- B. "Student" refers to the primary contract holder and his/her family. The Student and his/her family must abide by all the terms of this Agreement.
- C. No term or condition of this Agreement can be waived, and no statement made by the Office of Residence Life or its agents is considered a waiver of any term or condition, whether expressed or implied.
- D. Should any clause or portion of this Agreement be held invalid, all other portions continue to be enforced.
- E. The College reserves the right to refuse housing to any student or family whom has demonstrated an unwillingness to abide by housing standards and policies and whom has demonstrated behavior which is incompatible with the maintenance of order and propriety in the Residence Halls and Family & Married Housing.
- F. Violation of this Agreement may result in a registration hold or other administrative action, as deemed appropriate by the Office of Residence Life or other College officials.

2. ELIGIBILITY

- A. Apartments in Family Housing are available to legally married students, as defined by Utah state law, and single students with children.
- B. Entering into this Agreement does not imply acceptance into any academic programs at Snow College.
- C. Student is accepted for housing only upon notification by the Office of Residence Life of a housing assignment. Upon acceptance of this offer by the Office of Residence Life, this Agreement becomes a legally binding contract between the Office of Residence Life and Student. Student and his/her family thereafter must abide by all the terms of this Agreement including but not limited to the obligation to pay for the full length of the Agreement.
- D. Student, at least one of the identified residents within the family, must be registered for at least ten (10) credit hours for each semester unless agreed to in writing by the Office of Residence Life.
- E. Only immediate family may live in the assigned apartment. For purposes of this contract immediate is defined as spouse and children. Parents, siblings and other family members of the student do not qualify as immediate family for the purpose of this contract.
- F. Nannies, siblings, and other relatives/friends of the Student are not considered members of the immediate family and are not permitted to reside in Snow College Family & Married Housing.
- G. Both Student and spouse are considered equal tenants and are jointly and severally liable for rent and other tenant obligations.
- H. Student experiences a divorce or separation during the terms of this agreement, the Student must have custody of the child(ren) to be eligible for residence in Snow College Family & Married Housing.
- I. Families with foster children are not eligible to live in Snow College Family & Married Housing.

3. DURATION OF AGREEMENT

- A. This Agreement may be for the Full Academic Year, Fall Semester Only, Spring Semester Only, or Summer Semester Only as indicated in the application process. Students applying for only one semester will need to reapply for subsequent semesters.
- B. Full Academic Year Contract: Student may move in four (4) days before the beginning of Fall Semester and may occupy the room until noon on the Monday after Finals for Spring Semester.
- C. Fall Only Contract: Student may move-in four (4) days before the beginning of Fall Semester and occupy the room until noon on the Monday after Finals for Fall Semester.
- D. Spring Only Contract: A Student requesting a Spring Only Contract may move-in the Saturday prior to the first day of classes for the semester and may occupy the room until noon on the Monday after Finals for Spring Semester.
- E. Summer Only Contract: A Student requesting a Summer Only Contract may move-in the Wednesday following commencement and may occupy the room until noon on the Monday after Finals for Summer Semester.
- F. Semester/Winter Break: Students may reside in Family & Married Housing over the Semester/Winter Break, if his/her contract is a Full Academic Year Contract or if Student intends to pay for an extended stay and granted permission from the Office of Residence Life.
- G. Student is liable for all fees for the entire length of the Contractual Agreement regardless of occupancy.
- H. Student planning on extending his/her stay or arriving earlier than the contractual term dates, will need to inform the Office of Residence Life. In addition if the Student would like to reserve his/her apartment for the next term, the Student must apply online through the StarRez portal.
- I. Student is liable for all fees for the entire length of the Contractual Agreement regardless of occupancy.

4. APPLICATION AND ACCEPTANCE PROCESS

- A. Student must complete the online application for on-campus housing, pay the \$50 on-refundable Application Fee and \$200 Reservation Fee and agree to all contract terms. This action constitutes an offer to live in Snow College housing in accordance with all the terms and conditions of this Agreement, the Residence Life Handbook and the Student Code of Conduct.
- B. When the Office of Residence Life accepts the offer, Student will receive an email containing the signed contract. Students may then log into the housing application to review his/her room assignment.
- C. Student may select his/her room through the online application process in the StarRez portal. Students that fail to select a room will authorize the Office of Residence Life to select a room for the student.

5. STUDENT RESPONSIBILITIES

- A. Student agrees to abide by all terms of this Agreement and referenced documents including the Snow College Code of Conduct, Residence Life Handbook, the terms of the online Student Housing Application and any posted Residence Life procedures and policies including changes. It is the responsibility of Student to know and comply with all such policies and procedures.
- B. Student agrees to conduct him/herself in a manner that is conducive to promoting a positive environment for those students residing in the Residence Halls.
- C. Student agrees to pay in full all housing and meal costs assessed by Snow College.
- D. It is the responsibility of the Student to secure his/her room/apartment/suite at all times.
- E. Student is responsible for any violations that occur in his/her assigned living space.
- F. Student agrees to not damage the room or any other living area and to leave them clean and in their original condition when vacating the rooms. Student agrees that if he/she fails to do this he/she will be liable for all damages and repair costs and these may be withheld from Student's deposit.
- G. Student is advised to acquire renter's insurance or extended family insurance to cover his/her belongings. Student acknowledges that Snow College is not responsible for theft, loss, damage or destruction of Student's personal belongings.
- H. Student agrees that he/she will live in the assigned room until the Office of Residence Life changes the assignment. Student understands and agrees that he/she cannot transfer, without approval of the Office of Residence Life, and cannot sublet his/her room assignment, or sell this contract.
- I. Student agrees to abide by the Guest and Visitation policy outlined in the Residence Life Handbook.
- J. Student agrees to checkout properly with a Resident Assistant at the end of his/her contract, failure to do so will result in a \$150 improper checkout fee and subsequent fees for property removal, (i.e. lost keys or damages to the living space).

6. PAYMENT/RESERVATION FEE

- A. The Student must pay the \$50 non-refundable Application Fee and \$200 Reservation Fee when applying for housing. The Application Fee is not refundable. The Reservation Fee may be refunded only as outlined in Section 8 of this Agreement.
- B. The Student agrees to be on a payment plan or paid in full, before the end of the 21st day of each semester. Failure to do so may result in the following; administrative action, eviction, registration hold, etc.
- C. The Student is responsible to contact the campus Cashier's Office prior to payment deadlines to resolve any issues or concerns related to payment.
- D. See Residence Life website for room rate details at www.snow.edu/housing/cost.html.
- E. The Residence Hall housing \$200 Reservation Fee must be paid upon application. The Reservation Fee will be applied to the Student's account during the 4th week of the semester for Fall Only, Spring Only and Summer Only contracts. For Academic Year contracts, the Reservation Fee will be applied during the 4th week of the spring semester.
- F. The Student agrees that in the event of damage to the common areas of the building where he/she resides, including, but not limited to; stairwells, hallways, windows, doors, laundry rooms, etc., where the responsible party is not identified, it will be the financial obligation of all the building's occupants to reimburse the College for the costs incurred to repair.
- G. If Student is not accepted for housing the reservation fee will be returned with notification of non-acceptance.
- H. If any monies/deposits/reservation fees are refunded or returned, the monies will be sent to the Student's account.
- I. The Student must pay a \$5 Residence Hall Association Fee that will be charged to the student's account. This fee goes towards programming and the RHA club that every on-campus student is a member. This fee cannot be refunded regardless of cancellations.

7. APARTMENT ASSIGNMENTS/OCCUPANCY

- A. The Office of Residence Life will not discriminate in room assignments on the basis of race, color, creed, religion, national origin, disability or status with regard to public assistance.
- B. Students with medical, psychological, learning or other disabilities desiring accommodations, academic adjustments or auxiliary aids should contact the Accessibility Resource Center, Room 241 Greenwood Student Center, phone number 435-283-7321. The Americans with Disabilities Act (ADA) Coordinator at the Accessibility Resource Center (ARC) determines eligibility for and authorizes the provision of appropriate services and aids.
- C. The College reserves the right to place students with disabilities or other unforeseen situations and/or non-traditional students in Family & Married Housing as needed and at the discretion of the Office of Residence Life.
- D. Room assignments will be made according to the Office of Residence Life procedures and when possible in accordance with Student's preferences. No specific assignments based on Student's preferences are guaranteed. Failure to honor preferences will not void this Agreement.
- E. All apartment and building changes must be requested by Student in writing to the Office of Residence Life.
- F. The Office of Residence Life reserves the right to reassign apartments in the interest of order, safety, health, discipline, disaster; best use of facilities for the good of the residence halls; or for unresolvable incompatibility of roommates.
- G. The Office of Residence Life reserves the right to eliminate apartments, rooms or suites based on changes in occupancy and to reassign Student to another room.
- H. Housing assignments are not transferable from one academic year to another. Students must reapply for housing each year or semester if a semester only contract was entered into.
- I. The Student is required to live in the apartment to which he/she has been assigned, unless asked by the Office of Residence Life to move locations or an apartment change is approved as discussed above.
- J. Maximum occupancy for Greenwood Hall, one bedroom apartments, is defined as married parents and an infant (0-18months). Maximum occupancy for the Cottages, two bedroom apartments, or converted student apartments is defined as married parents and two children (0-3 years).
- K. Students in a Fall Only Contract that leave belongings in his/her room after the Spring Semester has commenced will be charged the entire Spring Semester rate.

8. CONTRACT CANCELLATION

- A. Student may cancel the Agreement by submitting written notice of the cancellation via the cancellation/departure notification located online and submitted to the Office of Residence Life prior to checking out. Student must arrange a checkout appointment with his/her Resident Assistant 24 hours in advance prior to moving out. Failure to do so will result in an improper checkout fee of \$150 and possible cleaning/repair fees. Student will be held responsible for any remaining contractual financial obligations for the semester as follows.
- B. Cancellations:
 - a. Cancellation Prior to Week 1 of classes- forfeit \$200 Reservation Fee
 - b. Cancellation During Week 1 of classes-25% owed of entire contract
 - c. Cancellation During Week 2 of classes-50% owed of entire contract
 - d. Cancellation During Week 3 of classes -75% owed of entire contract
 - e. Cancellation after Week 3 of classes -100% owed of entire contract
- C. Cancellations of a Fall Only contract will also be assessed the \$150 Fall Only contract fee. Students in an Academic Year Contract that cancel for Spring semester prior to Spring semester classes starting will owe 25% of the remaining contract, students that cancel after the first week of classes will follow the above cancellation schedule.
- D. Notice of cancellation or withdrawal to any other Snow College office or official does not constitute notice of cancellation of this Agreement.

- E. A Student withdrawing due to loss of scholarship or financial aid during the Academic Year or at the end of Fall Semester will not void this agreement and that does not constitute notice of cancellation of this Agreement.

		Per Semester	Per Semester	Week 1	Week 2	Week 3	Week 4-On
Area	Room Type	Room Sum	Meal Plan Sum	25% Contract Sum	50% Contract Sum	75% Contract Sum	100% Contract
Anderson Hall-Corner Sleep Study	Private Room	\$949.00	\$795.00	\$436.00	\$872.00	\$1,308.00	\$1,744.00
Anderson Hall-Standard Sleep Study	Private Room	\$799.00	\$795.00	\$398.50	\$797.00	\$1,195.50	\$1,594.00
Anderson Hall-Shared Sleep Study	Shared Room	\$675.00	795.00	\$367.50	\$735.00	\$1,1025.50	\$1,470.00
Castilleja Hall-5 Person Apartment	Private Room	\$1,125.00	\$200.00	\$331.25	\$662.50	\$993.75	\$1,325.00
Castilleja Hall-5 Person Apartment	Shared Room	\$875.00	\$200.00	\$268.75	\$537.50	\$806.25	\$1,075.00
Castilleja Hall-4 Person Apartment	Private Room	\$1,199.00	\$200.00	\$349.75	\$699.50	\$1,049.25	\$1,399.00
Castilleja Hall-4 Person Apartment	Shared Room	\$949.00	\$200.00	\$247.25	\$574.50	\$821.75	\$1,149.00
Cottage Apt	2-Bedroom	\$1,600.00	\$0.00	\$400.00	\$800.00	\$1,200.00	\$1,600.00
Greenwood Hall	1-Bedroom	\$1,500.00	\$0.00	\$375.00	\$750.00	\$1,125.00	\$1,500.00
Mary Nielson Hall-5 Person Apartment	Shared	\$875.00	\$200.00	\$268.75	\$537.50	\$806.25	\$1,075.00
Mary Nielson Hall-5 Person Apartment	Private	\$1,125.00	\$200.00	\$331.25	\$662.50	\$993.75	\$1,325.00
Nuttall Hall-Cooking	Private	\$1,125.00	\$200.00	\$331.25	\$662.50	\$993.75	\$1,325.00
Nuttall Hall-Sleep Study	Private	\$725.00	\$200.00	\$231.25	\$462.50	\$693.75	\$925.00
Snow Hall-5 Person Apartment	Private	\$1,125.00	\$200.00	\$331.25	\$662.50	\$993.75.00	\$1,325.00
Snow Hall-5 Person Apartment	Shared	\$875.00	\$200.00	\$268.75	\$537.50	\$806.25	\$1,075.00
Snow Hall-4 Person Apartment	Private	\$1,199.00	\$200.00	\$349.75	\$699.50	\$1,049.25	\$1,399.00
Snow Hall-4 Person Apartment	Shared	\$949.00	\$200.00	\$247.25	\$574.50	\$821.75	\$1,149.00
Snow Hall-Sleep Study	Private	\$949.00	\$795.00	\$436.00	\$872.00	\$1,308.00	\$1,744.00
Snow Hall-Sleep Study	Shared	\$799.00	\$795.00	\$398.50	\$797.00	\$1,195.50	\$1,594.00
Suites-8 Person Suite	Shared	\$949.00	\$795.00	\$436.00	\$872.00	\$1,308.00	\$1,744.00
Suites-6 Person Suite	Shared	\$1,099.00	\$795.00	\$473.50	\$947.00	\$1,420.50	\$1,894.400
Suites-8 Person Suite	Private	\$1,249.00	\$795.00	\$511.00	\$1,022.00	\$1,533.00	\$2,044.00
Suites-Double as a Private	Private	\$1,519.00	\$795.00	\$578.50	\$1,157.00	\$1,735.50	\$2,314.00

9. CONTRACT RELEASE

- A student seeking release from their contract must fill out the Financial Relief Application and send it with appropriate documentation including an explanation of the reasons for seeking contract release. Reasons that may be considered sufficient are: medical, loss of employment, military service, death in family, and divorce.
- Failure to properly apply or provide all required documentation to the Financial Appeal Committee within 30 days of checking out will result in the total contract being charged to Student's account.

10. CONTRACT TERMINATION/EVICTION

- The Office of Residence Life may terminate this Agreement if the Student fails to comply with the terms of the Agreement, referenced documents or Snow College policies. No refunds will be granted to Students whose Agreement is terminated. The Student will remain liable for the full cost of his/her Agreement.
- In addition the Office of Residence Life may terminate this Agreement and give the Student written notice to quit the premises, for any of the following reasons:
 - Non-compliance with policies and regulations of the Residence Halls and with the directions of the Residence Hall Staff acting in accordance with their assigned responsibilities, and/or non-compliance with any federal, state or local laws or regulations, including Snow College policies.
 - Damaging rooms or other Snow College property including damage caused by student's guest(s).
 - Behavior, which interferes negatively with the living-learning environment of the Residence Halls.
 - False statements or misrepresentation by Student made in connection with the Residence Halls Contractual Agreement.
 - Academic or behavioral discipline resulting in Student being barred from campus.
 - Non-payment of rent or food charges.
- Upon notice of termination, Student must vacate the room and may not visit the Residence Halls without written permission of the Director of Residence Life.

- D. The Office of Residence Life reserves the right to terminate this Agreement if Student drops below 10 credit hours or is not attending classes, fails to make payments as required or for any other violations of the terms of this Agreement.
- E. Any Student who is evicted from on-campus housing or has his/her Agreement terminated for disciplinary reasons will not be eligible to live in or visit Residence Life Halls at Snow College unless a formal appeal is made to the Office of Residence Life and approved.

11. ROOM ENTRY/INSPECTIONS/SEARCHES

- A. Office of Residence Life, as owner and operator of on-campus housing, reserves the right to control and monitor all portions of student housing for the health and safety of persons and other institutional purposes. The Student hereby consents to Residence Life personnel and its designees entering Student's room for the following reasons:
 - a. Without notice when there is a clear or apparent emergency, such as fire, serious injury or injury (including a report or belief thereof), or where a danger threatens persons or property.
 - b. Without notice when there are health and safety reasons including reports or reasonable suspicion of violations of law, College policies, procedures and rules, or this Agreement
 - c. For routine maintenance or safety and sanitation inspections. Any such inspections or entry, except in the case of emergencies, shall be announced in advance by the posting of a notice or via e-mail notification. The Student's absence will not prevent the carrying out of such maintenance or safety inspections. Inspections may take place without notice during break periods when rooms are not supposed to be occupied including the Semester/Winter Break.
 - d. When Student has requested a repair or filed a [Maintenance Request](#), authorized personnel may enter in Student's absence for the purpose of making the repairs.
 - e. In order to secure the buildings, Residence Life staff will enter and check all resident's rooms during the semester breaks without notice.
 - f. If a roommate/suitemate moves out of a room, a member of the Residence Life staff may enter the room following the completion of the move to inspect for damages and insure space is suitable for a new occupant.
 - g. To verify that rooms are prepared for new occupants if a vacancy occurs.
 - h. Without notice if unreasonable noise (alarms, stereos, screaming, etc.) is coming from a room where the Students are not present.
- B. Within all buildings, all common areas, including but not limited to entrances, lobbies and hallways, may be under surveillance at any time and are subject to entry by Snow College officials or [public safety](#). Student and guests should expect no right to privacy in any common areas.

12. FAMILY SPECIFIC

- A. Snow College does not allow Students to use the assigned apartment for business purposes. This includes, but is not limited to: day care services, pet sitting, laundry services, etc.
- B. Family & Married Housing is not designed for guests who intend to stay for extended periods of time. Guests must adhere to all Residence Life standards and the Student is responsible for his/her guests, actions, damages and length of stay.
- C. On-campus housing does not allow pets and animals of any kind, except for Service/Therapy/Emotional Support Animals approved by the ADA Coordinator at Snow College.

13. APPEALS

- A. Students have the right to appeal disciplinary or financial consequences. Appeals must come in the form of an application, located online and Students may contact the Office of Residence Life for additional information about the process for each type of appeal.