



2005-2006 Marietta College Residency Agreement

Office of Residence Life

215 Fifth Street, Marietta, OH 45750

(740) 376-4736 (Phone); 001-740-376-4420 (Fax)

**Student
Name**

Last (Family)

First (Given)

*Middle
Initial*

____ - ____ - ____
*Social Security
Number
(if applicable)*

Permanent Home Address

Address

Permanent Home Address (Continued)

City

State / Province

Zip Code

Country

**Parent(s) /
Guardian(s)
Contact**

Last (Family)

First (Given)

Middle Initial

Emergency Contact Day Phone

Evening Phone

Does this person speak fluent English?

Yes

No



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1. This agreement is binding for both semesters except if you: (a) withdraw from the College during a semester, or (b) are dismissed or suspended from Marietta College and/or College housing for any reasons. There will be no refund of housing charges for the semester you withdraw or are suspended, but a pro-rated refund of dining charges will be made.

2. Spring semester cancellation provisions: This agreement may be terminated without charge other than payment of housing charges for the first semester and dining charges pro-rated through the date of cancellation in the event of any of the following: (a) you graduate after the fall semester, (b) you marry and reside with your spouse, (c) you are scholastically ineligible to enroll in the spring semester, (d) you do not enroll for the spring semester, (e) you are authorized by the Office of the Dean of Students to move into a non-College-owned unit or off-campus housing, or (f) this agreement is cancelled by the Dean of Students.

3. Right of assignment: The College reserves the right to make assignments or re-assignments of housing and dining accommodations. Assignments will be made based on a double occupancy for each room. The College will attempt insofar as possible to honor assignment requests. You expressly agree that the College may terminate this agreement and take possession of the room at any time for health reasons, for violation of this agreement, or for violation of Marietta College regulations, as contained in the College Catalog, the Marietta College Student Handbook, and Marietta College Residence Life Handbook.

4. Room entry provisions: The College shall at all times during the term of this Agreement retain legal ownership and ultimate possession and control of the student's room and/or College property assigned to such room. The College reserves the right to maintain and preserve the residence halls. The student hereby understands and agrees that authorized personnel may enter the student's room at any reasonable time for life, safety, or health threatening emergencies; to perform requested or preventative maintenance; to respond to a request for help or the smell of smoke; to silence a disruptive noise; or to investigate a violation of College policy. The student hereby authorizes access to the Student Life staff when access is requested by any law enforcement officer possessing a facially valid search warrant or arrest warrant.

Except in an emergency, premises occupied by you and your personal possessions may not be searched unless the appropriate procedures have been followed. For premises controlled by the College, the search shall be conducted by Campus Police personnel and their superiors only. A document signed by the Dean of Students, or other appropriate College personnel, specifying the reasons for the search must be presented at the time of search. For premises not controlled by the College or for searches made on College property by civil authorities, the ordinary requirements for lawful search must be followed. This procedure does not apply to the entering of your room for maintenance, cleaning, health, fire safety inspection, or vacation security purposes.



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5. Student Responsibilities: The student agrees to obey College and Residence Life standards and regulations and to comply with the terms and conditions of occupancy set forth in the *The Marietta College Residence Life Handbook*, the *Marietta College Student Handbook*, and the current *Marietta College Catalog*, all of which are incorporated in and made a part of this Agreement by reference. It is the student's responsibility to know these regulations and standards. Violation of any of the regulations and standards may result in disciplinary action, including but not limited to fines, sanctions, probation, termination of this Agreement, suspension or expulsion from the College, or any combination thereof.

6. Key/damage deposit: Students are assessed a \$200 key/damage deposit. The deposit will be refunded less any charges for damage to the residence hall when you are no longer a resident in any College-owned residence facility. Refund, if applicable will be made approximately 60 days after leaving the residence hall.

7. Damage caused by student: You are responsible for all damage to your room. You shall be responsible for repair or replacement cost as determined by the College. If damage is in excess of the key/damage deposit, the College reserves the right to withhold transcripts or refuse to register you until restitution is made. The College also reserves the right, even in instances where restitution is made, to bring charges against you under the Campus CREED for willful or excessive damage.

8. General duties: As a member of the Marietta College community, you have a duty to report knowledge of damage or destruction within residence halls to the campus authorities (Director of Residence Life, Residence Hall Director or Campus Police).

9. Damage to Public Areas: You hereby agree that you are jointly and severally liable for damages to public areas, including but not limited to restrooms, stairways, corridors, public lounges, and grounds adjacent to the residence facility. If the perpetrator cannot be identified, damage to public areas shall be assessed at the discretion of the Resident Director and Director of Residence Life.

10. Personal Property Insurance: The College is NOT responsible for loss, damage, or destruction of the student's personal property. **Purchasing or arranging for personal property insurance coverage is the student's responsibility.** The College does not provide insurance coverage for loss of personal property of students or staff in College buildings or on trips. Homeowner's and renter's policies should be examined to determine if personal property is covered for fair market, depreciated, or replacement value. A rider to the primary policy may be required for coverage of personal property away from home.



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11. Termination of Residency: In cases in which a student's behavior constitutes a significant threat to their safety, the safety of other students or others or to the property of the College, the College may exercise its authority to terminate residency according to the College CREED. In such cases a maximum of 24 hours notice may be given.

Conditions which may result in such action include, but are not limited to: delinquent in payments, acts of violence, destruction of property, violations of local, state and federal laws, the College CREED, and College residence hall policies, procedures or practices, possession of firearms, weapons or explosives, tampering with fire safety equipment, etc. In cases in which residency is terminated, the student remains financially responsible for the remainder of the contract period.

12. Indemnification and Release of Liability: To the extent authorized by law, the student shall indemnify, save, and hold harmless the College, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the student pursuant to the terms of this Agreement.

Student agrees to release and hold the College, its trustees, and employees harmless from any and all claims, suits, and/or demands arising in any way from student's residency in College housing for injury to student's person or property, whether accidental or caused by the negligence of these entities and/or persons.

13. Penalties: Any collection cost incurred by the College in closing the student's account will be assessed to the student and will become part of the student's total financial obligation to the College. If the account is not satisfied within thirty (30) days of the last day the student occupied the residence hall, the account will be sent to a collection agency. The student agrees to pay all court costs and reasonable attorney fees, whether or not court proceedings are necessary, that may be incurred in enforcement of Marietta College's rights under this Agreement.

14. Subletting: Subletting is prohibited.

15. Key/Student I.D. Duplication: Key/Student I.D. duplication is prohibited.

16. Students residing in Marietta College housing are required to participate in the College board plan (food service meal plans). All board plan enrollments and changes are to be accomplished through the Campus Dining Services vendor.

17. When a double room is occupied as a single, additional charges will be automatically assessed. Double as a single (DAAS) rates are automatically assessed to the student occupying a double room until the room is officially contracted to maximum capacity.



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Please return a completed copy to Marietta College Residence Life.

001-740-376-4420 (Fax) *(Retain one copy for your records.)*

I HAVE READ AND UNDERSTAND THE RESIDENCY HALL POLICIES AND AGREE TO ABIDE BY THEM.

Student
Name _____
Last (Family) *First (Given)* *Middle* *Date*
Initial

Parent /
Guardian
Name _____
Last (Family) *First (Given)* *Middle* *Date*
Initial

Dean of Students Signature

Date