

# Residence Agreement

## IMPORTANT! PLEASE READ FIRST!

The completed License Agreement and an initial \$300 non-refundable Deposit (payable to Bay State College) must be provided before any room assignment can be made. Upon occupancy, this initial deposit will be applied as the Student's Security Deposit. The Security deposit is only refundable once the student attends classes and permanently withdraws from housing without damages to Housing Facility. Rooms are reserved on a first-come, first-served basis, according to availability.



## Bay State College

122 Commonwealth Avenue • Boston, MA 02116  
(617) 217-9000 • Fax (617) 249-0400  
1-800-815-3276 • www.baystate.edu

### License Agreement for Residence Service

The License Agreement (hereinafter referred to as "Agreement") entered into between Bay State College (hereinafter referred to as "Bay State") and the undersigned persons (hereinafter referred to as "Resident" and "Parent/Guardian," respectively) sets forth the terms of an agreement made this day for the purpose of providing a contractual relationship for residence facilities with Educor, Inc. D/B/A as Garden Halls Residences, with offices located at 35 Commonwealth Avenue, Boston, MA 02116 (hereinafter referred to as "Garden Halls"). Garden Halls' responsibilities include, but are not limited to, maintaining the residence facilities and providing residence rules and standards for Resident. There is NO tenancy herein created and the relationship of Bay State and the Resident shall be as Licensor and licensee, respectively. Bay State is the managing agent for Garden Halls.

### 1. Residence Services

**A. Terms of Residence Services.** The term must coincide with the Resident's academic term.

#### **B. Residence Charges.**

**1. Schedule of charges.** A schedule of charges is included with this Agreement. Please refer to Appendix A. The schedule of charges is subject to change without notice.

**2. Payment Plans.** Residents who attend Bay State must comply with the payment plans already agreed to with Bay State. Failure to meet payment obligations may result in the termination of this Agreement. See Section 9.

**3. Security Deposits.** Security or damage deposit of \$300 must be paid in full with this Agreement. Residents will NOT be issued a housing assignment or allowed to move in unless this deposit is paid in full. Bay State will have up to 90 days after final move-out date to make residence damage assessments and to issue a return of security deposits. Security deposit refunds will be made after damage assessments (if any) have been deducted. Residents who contract for additional term of residence will have their deposit held until the end of the additional term. Any damages incurred during occupancy will be billed as incurred and applied against Security Deposit.

#### **C. Room and Meal Service.**

**1. Rooms.** Bay State will provide residence facilities including suitable living space and sanitary facilities. Resident may request preference for room type. Selections cannot be guaranteed given space and roommate matching limitations.

**2. Meal Service.** Garden Halls will, upon presentation of a valid barcode and ID card at each meal, furnish two meals a day, seven days per week, at times which will be posted during the school year. These meals will contain nutritive values and will be prepared to normal institutional standards. The cost of the meal service is included in room price. Meal service will be suspended during regular scheduled Bay State recesses, throughout Winter break, four days at Thanksgiving, and Spring Break. Any disruptive behavior in the cafeteria will result in suspension of meal privileges for a time period determined by the Director of Residence Life.

### 2. Conditions of Occupancy

**1.** Bay State is an academic community whose doors are open to all students without regard to race, religion, age, sex, marital or parental status, national origin, veteran status, sexual orientation or disability. In consideration of Bay State's agreement to provide residence services, Resident agrees to the following terms regarding the use and occupancy of the residence facilities.

**A.** During the term hereof, unless sooner terminated as herein provided, Resident shall be entitled to occupy the living space assigned or substitute living space. Resident shall not assign this Agreement. Occupancy shall include residence for the academic term. The housing facilities close for four days at Thanksgiving, throughout Winter break, Spring Break, and during regularly scheduled college recesses. Garden Halls may change occupancy of any room, if reasonably necessary to do so.

**B.** Resident is responsible for the maintenance of his or her living space, including room furnishings, and sanitary facilities and will be assessed for the cost of any repair to the living space and its furnishings in excess of ordinary wear and tear. Such assessment will be made on a pro rata basis among the occupants of the room. No excessive hangings, other coverings, or markings that may cause undue damage shall be made upon the walls or windows of the living space.

**1.** Resident is responsible for his or her conduct will in the dormitory facilities and hereby agrees to hold Bay State and Garden Halls harmless from any liability arising out of Resident's actions or negligence.

**2.** Resident shall abide by standards of good conduct and good citizenship at all times and will act so as to respect the privacy, property, and safety of other occupants of Garden Halls.

3. Resident agrees that he or she has read, understands, and accepts the rules and regulations contained in the Resident Student Handbook and Code of Conduct. Responsibilities (hereinafter referred to as the "Handbook"), available upon request and on file in the Department of Residence Life, currently effective on the date this License is executed.

Resident hereby agrees to perform, observe, and abide by all the rules, regulations, and restrictions set forth in the Handbook, or posted on official notice boards on the Garden Halls facilities. For reference purposes, the abovementioned rules, regulations, and restrictions include but are not limited to student living, fire drills, fire exits, use of fire escapes and roofs, curfews, housekeeping, guests, inspection of premises, banking, deportment, insurance, disciplinary procedures, and study conditions.

4. Resident will cooperate at all times with persons engaged in the administration and supervision of the dormitory facilities.

5. Resident will comply with all state and federal law, as well as the Ordinances of the City of Boston.

C. Resident shall continue as a student in good standing at Bay State.

D. Bay State reserves the right to exercise its discretion in awarding housing to any student in an effort to preserve a safe, comfortable environment where residential life comports with the stated guidelines for conduct and behavior code. In exercising this discretion, Bay State may examine, among other things, any disciplinary records, mental health records, criminal records, and other material that it may have at its disposal in determining eligibility for housing.

E. Resident agrees that a determination by Bay State and/or Garden Halls that he or she has failed to comply with the above described regulations shall be reason for Bay State to declare that Resident is in default and to terminate this Agreement as provided in Section 7. Upon declaration of default, Bay State may, in its sole discretion, order Resident to leave the premises and remove all personal belongings within 24 hours. Such a notice shall be given in writing to Resident. Bay State or Garden Halls may order an immediate departure from the premises if Resident is deemed to be of danger to himself or herself, other residents, staff, or property.

Garden Halls and Resident shall be each responsible to maintain appropriate insurance for their respective interests in the dormitory and property located on the dormitory premises.

### **3. Indemnification**

Resident agrees to indemnify, hold harmless, and defend Garden Halls from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Garden Halls may suffer or incur in connection with Resident's use or misuse of premises.

### **4. Dangerous Materials**

Resident shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might

substantially increase the danger of fire on the premises or that might be considered hazardous to a responsible insurance company. For a specific list of dangerous materials, please refer to the Handbook.

### **5. Security Deposit and Damages**

Security deposit and key and/or lock replacement deposit of \$300 shall be paid with this Agreement. The security deposit shall be retained by Bay State. Fines or charges for any damages caused by Resident shall be set off against the security deposit, provided that the security deposit does not limit in any way the liability of Resident for damages caused by Resident as provided in Section 2, Paragraph B, Number 1.

Any damage and/or removal of dormitory property that cannot be assessed to a particular individual will be assessed from all residents' security deposits. Any fines incurred as a result of fire alarms, tampering with fire safety equipment, and/or damage to common areas that cannot be assessed to a particular individual will be assessed from all the residents' security deposits. Residents who are students of Bay State may have their security deposits withheld (in whole or in part) if any balances are due to Bay State. The security deposit, or any balance thereof, shall be refunded within 90 days of departure, EXCEPT for any limitations stated above.

### **6. Departure**

Each Resident must vacate Garden Halls the day of their termination (whether voluntary or involuntary) from the school's academic program or contractual relationship with Bay State.

### **7. Termination**

**A. Disciplinary Termination.** Bay State shall have the right to terminate this contract by giving Resident fails to observe any of the Conditions of Occupancy stated above without limitation. In the event of a disciplinary termination by Bay State, all sums due for the term of this License shall promptly be paid to Bay State, and Bay State shall not be required to refund any funds already paid. In the event Resident receives notice of disciplinary termination, he or she may request an appeal to offer an explanation of the reason why this license should be reinstated as according to the "Judicial Due Process" in the Handbook, but the determination by the Director of Residence Life shall be final and binding.

**B. Termination by Bay State or Garden Halls.** In the event that Bay State or Garden Halls terminates this agreement due to a cause beyond its control, such as fire, natural catastrophe, strike, war, or civil disturbance, or by virtue of the order of any federal, state, or municipal authority, Bay State shall refund a portion of any funds already paid, in accordance with any reasonable formula determined by Bay State. This accounts for the balance of the unexpired term and the administrative expenses incurred by Bay State, and such formula need not be based solely on proration or a per diem formula. In no case shall Bay State and/or Garden Halls be liable to Resident or Parent/Guardian in excess of the amount if any, determined hereunder to be due to Resident as refund.

**C. Termination by Payment Default.** This Agreement may be terminated by Bay State should the undersigned persons (Resident or Parent/Guardian) be in default of their payment plan. If the Agreement is terminated after reasonable attempts to remedy the default have failed or are unacceptable to Bay State, then the Resident will be given 24 hours from the delivery of the termination notice to vacate the residence facilities including all personal belongings.

### **8. Acceptance of Premises**

Resident and Parent/Guardian hereby acknowledge that they have satisfied themselves as to the condition of the residence facilities, that one of them has inspected or been given the opportunity to inspect representative living space.

Resident and Parent/Guardian hereby agree that all residence facilities are acceptable, and they agree that Garden Halls may relocate Resident within its facilities provided that any substitution shall be reasonably convenient to the Resident and similar in area and quality to the room originally assigned hereunder.

Room Preference. The Resident may state his or her room preference, but Garden Halls reserves the right to place the occupant in any of the room categories as set forth in Section 1, Paragraph C, Number 1, based on information provided by the Resident on the Roommate Preference Form.

### **9. Acceptance of Payment Terms and Financial Responsibility**

**A.** In consideration of Acceptance as a resident of Garden Halls, I, the undersigned, agree to pay Bay State the full term rate as shown in Appendix A, which includes the \$300 security deposit (see Section 5) and the \$250 technology fee.

**B.** The charges must be paid in the following manner: \$300 security deposit upon signing this agreement and the balance and technology fee in accordance with the student's financial plan. In order to plan and maintain the dormitory services for the entire academic year, it is essential that the annual income from each resident be assured. For this reason, residents are enrolled only on the basis of the entire school term. The fact that dormitory charges may be paid in two or more installments does not constitute a fractional contract. All residents must be full-time day students.

**C.** It is understood that no deduction or refund will be made for absence, dismissal, or withdrawal and that occupancy of these accommodations shall obligate the undersigned for the payment of the full term rate (and in the event of breach, as liquidated damages including, but not limited to, any collection of legal cost incurred to collect the balance).

### **10. Agreement of Parent/Guardian**

**A.** In order to induce Bay State to provide the above-described resident services for the Resident, the undersigned, being the parents or guardians, consent to the terms and conditions above.

**B.** In consideration of Bay State agreeing to enter into this Agreement set forth above with the Resident, the undersigned, being the parents or guardians of the Resident, do hereby guarantee the prompt and faithful fulfillment of all the Resident's obligations hereunder and hereby waive notice, demand, and all suretyship defenses in connection therewith.

**C.** In addition, the undersigned parents or guardians agree to cooperate with Bay State in assuring the Resident's full compliance with all terms of this agreement.

### **11. Entire Agreement**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement may be modified or amended in writing if the writing is signed by the party obligated under an amendment. Bay State and Garden Halls will not be bound by any statements made by anyone unless they are expressly stated herein.

### **12. Severability**

In the event provision of this Agreement is determined to be unlawful or unenforceable, such provision shall be deemed severable and all other provisions hereof shall be deemed to be fully effective.

### **13. Dorm Withdrawal**

**Upon signing the Garden Halls License Agreement, the Resident understands that he or she is agreeing to commit to live at Garden Halls for the entire academic year.**

**A resident who, for any reason, leaves Garden Halls but remains enrolled at Bay State will be subject to the charge of a full academic year. This includes, but is not limited to, leaving Garden Halls because of disciplinary dismissal, medical withdrawal, or abandonment of the space to live elsewhere.**

**A resident who permanently withdraws, for any reason, from Bay State and subsequently leaves Garden Halls will be subject to the charge of a full academic year. This includes, but is not limited to, leaving Bay State because of disciplinary dismissal, medical withdrawal, or academic suspension.**

**A resident who, for any reason, leaves Garden Halls with the permission of Bay State, but remains enrolled at Bay State, will be subject to a \$500 administrative fee to cover the costs of turning the space over to a new occupant.**

**The resident, by signing this contract, understands and agrees to abide by the policy outlined above.**

### **14. Waiver**

The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**15. Governing Law**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**16. Signatures**

I/we (parent/guardian/student/resident) agree to all the above, and I/we agree to pay Bay State the entire sum due for room and board, as indicated above. I/we also understand the housing rules and regulations contained herein and agree that the undersigned Resident will abide by them.

**17. Notice**

The charges for housing at Bay State are for the full academic year, September – May. Should the student leave before or during either the first or second semester for any reason the student will remain responsible for all housing charges.

**18. Statement of Criminal Record**

Due to concerns with public safety, this statement must be completed in order for a resident to be assigned to a room. Residents are under a continuing duty to report convictions of crimes, even if adjudication or sentence has been withheld. This duty includes specifying the nature of the crime, when and where it occurred, and the case number. This information must be provided in the space below, or in the event of a conviction occurring after the submission of this contract, the information should be provided in writing to the Dean of Student Affairs within ten (10) days of the conviction. Additionally, Bay State reserves the right to conduct Criminal Offender Record Information (CORI) checks on all students. By signing this contract, the resident agrees to these terms as well as to the continuing duty to comply with these

provisions. Additionally, by signing this contract the resident certifies under pains and penalty of perjury that answers to the following statements are true, correct and complete.

Have you ever been convicted of a felony anywhere, either within or outside of the United States? (A plea of no contest, or its equivalent, or a withholding of adjudication, or its equivalent, is still a conviction for purposes of this contract.)

No  Yes

If you answered Yes to this question, please answer the following questions:

What was the nature of the crime? \_\_\_\_\_

When did it occur? \_\_\_\_\_

Where did it occur? \_\_\_\_\_

What is the case number? \_\_\_\_\_

Students who have committed serious crimes including or relating to, but not limited to, those listed below will not be permitted to live on campus:

- Assault and Battery, Assault by Dangerous Weapon, Armed Assault, Armed Robbery, Assault with intent to Rape, Murder, or Attempt to Murder, Arson, Kidnapping, Manslaughter, Murder, Possession of a firearm or weapon, Rape or Sexual Assault of any kind, Drug Trafficking, Distributing controlled substances, Possession of controlled substances, Grand Larceny, Carrying a Dangerous Weapon, Bomb Scare, Prostitution, Hate Crime, Violation of a Protective Order, Violation of Stalking Law, or Wanton destruction of property.

Resident Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Gender:  Male  Female

Degree Program:  Associate Degree (2 Year)  Bachelor Degree (4 Year)

Anticipated Class Year:  Freshman  Sophomore  Junior  Senior

Parent/Guardian Signature \_\_\_\_\_

Parent/Guardian Print Name \_\_\_\_\_

Parent/Guardian Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parent/Guardian Phone \_\_\_\_\_

Office Use Only: Received By (Print Name) \_\_\_\_\_

Office Use Only: Received By (Signature) \_\_\_\_\_ Date \_\_\_\_\_

**Room Preference Section**

Indicate your 1<sup>st</sup> choice with a 1, 2<sup>nd</sup> choice with a 2, etc\* \_\_\_\_\_ Single \_\_\_\_\_ Double \_\_\_\_\_ Triple/Quad \_\_\_\_\_ Five/Six

Name of a friend/s you would like to room with, if any \_\_\_\_\_

\*Availability of a particular dorm is subject to change. I have indicated my choices; however, I understand that Garden Halls will have the final decision as to my room assignment.