Foundation Year 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.

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. This Agreement is for two consecutive academic semesters. The Resident must be registered at Bay State in the Foundation Year (FY) Program to be eligible for housing under this Agreement, and the term of this Agreement must coincide with the Resident’s academic term. Students enrolled at Bay State outside of the Foundation Year Program must submit either the alternate Residence Agreement or the Summer Residence Agreement, available in the Office of Residence Life, and are subject to additional charges and policies.

   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 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. Students with medical conditions who require special accommodations are strongly encouraged to contact the Office of Residence Life prior to signing this Agreement.

   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. 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. Meals may be provided at an alternative location during the summer months. Any disruptive behavior in the cafeteria will result in suspension of meal privileges for a time period determined by the Office of Residence Life.

2. Conditions of Occupancy
Bay State is an academic community whose doors are open to all students without regard to race, religion, age, gender identity, 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 two consecutive academic semesters. The housing facilities close for four days at Thanksgiving, throughout Winter break, Spring Break, and during regularly scheduled college recesses and Resident must request special permission from the Office of Residence Life to stay in the residence during these times. Resident also acknowledges that there may be limited services provided during these breaks. 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 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 Office 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 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
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 if 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, but the determination by Bay State 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.

Students with medical conditions who require special accommodations are strongly encouraged to contact the Office of Residence Life prior to signing this Agreement.

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 $300 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 two consecutive semesters of the Foundation Year Program, it is essential that the annual income from each resident be assured. For this reason, residents are enrolled in housing only on the basis of the entire academic term of both semesters. The fact that dormitory charges may be paid in two or more installments does not constitute a fractional contract.

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 this Agreement, the Resident understands that he or she is agreeing to commit to live at Garden Halls for two consecutive academic semesters as a student in the Foundation Year Program.

The Resident will be charged for housing based on the date the student moves into an on-campus room.

Should the Resident leave housing for any reason during this period, the Resident will remain responsible for all housing-related charges. In the event that a Resident's contractual obligations can be assumed by a new resident, the withdrawn Resident may be eligible for release from these financial obligations based on Resident’s date of vacancy. This date is defined as the date when the Resident’s belongings are completely removed from the room and all keys have been returned. In the event that this date falls between December 1 and the last day of final exams for the fall semester, the default date of vacancy will be the last day of final exams under all circumstances.
Residents who fulfill all graduation requirements, become a direct-entry student at Bay State College, spend a semester studying abroad in a Bay State-sponsored program, or become Resident Assistants should speak with a Financial Aid Counselor about the process for obtaining a housing waiver.

Residents who are not in good academic or disciplinary status as defined in the Bay State College Student Handbook will be given the lowest priority in release.

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 two consecutive academic semesters as a part of the Foundation Year Program. Should the student leave before or during either 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 Students 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 Agreement 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

Date of Birth

Gender:  ☐ Male  ☐ Female  ☐ Transgender

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 Date