



LAKE FOREST
COLLEGE

2020-2021 ACADEMIC YEAR HOUSING CONTRACT

Rosemary House | 847.735.6232 | reslife@lakeforest.edu | www.lakeforest.edu/reslife

Read all provisions of this contract before signing. You are legally bound by these contract terms. Any exceptions to provisions contained therein must be approved by the Office of Residence Life. All notices required under this contract shall be sent to: Office of Residence Life, 555 N. Sheridan Road, Lake Forest, IL 60045.

I. Parties

This contract is made by and between Lake Forest College Office of Residence Life (hereafter known as ORL), and the student signing the contract (hereafter known as resident). Both parties hereby do agree with each other as follows:

II. Contract Terms

This Contract is legally binding when either (1) completed and submitted to the ORL or (2) when the student accepts a room key for a College-managed residence. The duration of the contract is the entire academic year. By agreeing to this contract or occupying a room, the resident assumes responsibility for payment of the rates established by the Business Office and agrees to all of the terms and conditions contained within this document, as well as the policies of Lake Forest College contained in the Student Handbook. The resident also agrees to promptly and fully comply with verbal and written instructions from all College officials, including members of the Residence Life staff. Submission of this contract does not guarantee a housing assignment will be made. If the College is unable to provide a room assignment, the contract will be void and no penalty assessed to the student.

III. Eligibility and Residency Requirement

All full-time students attending the College with a semester course-load of three (3) or more credits may reside in College-owned residences. The ORL reserves the right to terminate this Contract if the resident is registered for, or their course load is reduced to, fewer than three (3) credits. Any resident whose course load is reduced to fewer than three (3) credits must receive permission from the Director of Residence Life or their designee to remain in housing.

All first, second, and third year students are required to live on campus unless they meet one or more of the following exemption requirements:

- Live at home with parent/guardian within 30 road miles of the College;
- Age 23 or older;
- Have dependent children;
- Are married;
- Active members of the armed forces; or
- Have completed 24 credits or more (not including AP or IB credits).

Students may apply for an exemption from the residency requirement by completing a Residency Requirement Exemption Request before the Housing Contract is signed. This form is available at the Office of Residence Life. After the contract is signed, students may request a release from the contract, the process of which is outlined in Section V.

Lake Forest College is unable to accommodate housing needs for families and dependents of students.

IV. Communication

All official forms of communication from the College occurs via a student's College email account. The ORL will send all communication to the resident's College e-mail account prior to check-in and once in residence. All residents are expected to read and respond, if necessary, to all communications from the ORL. Failure to do so will not be considered as a valid excuse for any request or appeal. Students will also receive text messages from

Office of Residence Life staff related to deadlines and information. Students may opt out by visiting the Office of Residence Life at Rosemary House to make that request.

V. Housing Contract Cancellation

a. Voluntary

A resident may request a release from their Housing Contract through a Cancellation Application. If the request is approved, residents have up to 48 hours to remove all personal belongings and follow the official check-out process. Requests are primarily considered on the basis of unanticipated financial hardship, a change in financial situation since signing the contract, or a medical or psychological need that is unable to be accommodated on campus. Requests for other reasons may be considered with supporting documentation. Housing Contract Cancellation Applications are available at the Office of Residence Life at Rosemary House.

The signing of a lease for a non-college-managed residence will not be recognized as a valid cause to cancel this housing contract.

Contracts are signed for a full-academic year.

- Housing Contract Cancellation Applications received prior to June 1 and approved by Residence Life incur no financial penalty.
- Housing Contract Cancellation Applications received between June 1 until contract start date (date student checks in or the first day of classes, whichever comes first) and approved by Residence Life will result in a \$750 cancellation fee.
- Housing Contract Cancellation Applications received after the contract start date and approved by Residence Life will result in a \$750 cancellation fee plus room and board charges in line with the College's published refund schedule, which is available online:
<https://www.lakeforest.edu/offices/business/students/refunds.php>.

Students may cancel without penalty at the end of Fall Semester due to involvement in a College approved off-campus program or graduation.

PLEASE NOTE: *The College is monitoring the COVID-19 situation closely and although we are planning for a residential experience this fall, you will not incur any cancellation fees or penalties if we are unable to offer housing or if you choose not to reside on campus.*

b. **Non-Voluntary**

Any resident that is ordered to vacate a College-managed residence as part of a disciplinary sanction, academic suspension, a loss of eligibility for housing, or dismissal from the College must do so before the deadline given in a notice by the Dean of Students, or their designee. When the Housing Contract is terminated at any time during a given semester for disciplinary reasons, no refund for room will be given.

Upon cancellation of this Contract, the resident will be required to remove all personal belongings and follow the official check-out process within the specified timeline.

VI. Rates and Payments of Student Account

Housing rates will be determined by the Lake Forest College Board of Trustees and are published on the College's Web site (<https://www.lakeforest.edu/offices/business/students/2019-2020/>). All rates are subject to change at any time due to decisions made by the College.

The resident agrees to make payments of all room fees established by the College according to the published On-Campus Resident Charges for Room & Board.

VII. Meal Plan

All residents participate in the College’s dining services program. In exceedingly rare cases, dining services may not be able to meet the dietary needs of students with special needs. Students requesting a meal plan exemption due to disability accommodations must follow the accommodations request process outlined in Section IX. The review can take time; students should consult the Office of Residence Life and dining services immediately if they believe an exemption may be needed. If an exemption is granted, the student is responsible for paying the pro-rated cost of the meal plan through the end of the weekly billing cycle in which the exemption is granted, regardless of level of use. Students are fully responsible for the amount of any Boomer Bucks used.

Changes to meal plans are available for two weeks during the summer to take effect for the fall semester and during the final four weeks of the fall semester to take effect for the spring semester. These dates are communicated to students via email by the Office of Residence Life. Requests for changes to meal plans will not be considered outside of those posted timeframes.

The College reserves the right to limit dining hours or dining options during break periods, including winter break and spring break.

VIII. Obligations of the College

The College will provide furnishings and utilities in its residences. It will also provide maintenance service for all residences during its normal Facilities Management business hours. The College further agrees to provide residence hall staff in accordance with College policy to provide a living experience that complements the academic interests of the College.

IX. Assignment Policy

Entering into this contract and/or receiving a room assignment does not indicate admission to Lake Forest College. Every reasonable consideration will be given to a resident’s preferences for College-managed residence accommodation and roommates. Failure to honor preferences will not void this contract.

a. Reservation of Rights

The ORL at all times reserves the right to assign or reassign residents to a housing space, including temporary spaces, and to take rooms or facilities offline when additional spaces are needed, when areas are rendered unfit for occupancy, or at the discretion of the Director of Residence Life or their designee.

The ORL also reserves the right to change room assignments upon reasonable notice, if necessary, for reasons of health, safety or repair services; for disciplinary reasons caused by the resident or for irresolvable incompatibility of roommates; for consolidation, or for other reasons as determined by the Director of Residence Life or designee.

Any resident may be temporarily removed from a room/residence hall if the resident is deemed a threat to others, determined by the Dean of Students and/or the Director of Residence Life, or their designee.

b. Consolidation

If a resident is not contracted for a single occupancy room and is without an assigned roommate at any time during this Contract period, they may receive notice stating that they may need to consolidate. Consolidation is defined as residents of two or more partially occupied rooms being required to move in together to create one fully occupied space.

Students who are eligible for consolidation will receive written notice from ORL during or after the second week of the semester. At that time, students may elect to move voluntarily and select a room from the provided list. Students who do not move voluntarily by the stated deadline will be subject to

forced consolidation, in which they will receive a new assignment from ORL. Additional information related to consolidation will be provided to students and is also available in the Student Handbook.

c. Room Changes

Housing assignments are generally made for the entire academic year and are not subject to change, except as required by the College or ORL, at its discretion, to fill vacancies, to ensure all students have assignments, or to consolidate assignments as delineated in this agreement.

Room changes will not be considered as an effective form of conflict resolution and residents will be expected to go through mediation when conflicts arise. A change in rooms and/or roommates must be approved in writing by the ORL before the move is initiated. An open room change period, along with guidelines and procedures, will be announced by the Director of Residence Life or designee. Room Change Requests will be processed on a space-available basis. Residents may not move into an open multiple-occupancy room as a single-occupancy room. Open Room Change period is done once a semester. The period begins the day following the end of the Add/Drop Period and ends after seven days. Once the Open Room Change process is completed each semester, room changes are made at the discretion of the Director or their designee.

d. Gender Inclusive Housing

Lake Forest College's Office of Residence Life is committed to providing a safe, inclusive, and supportive experience for all students. We offer a variety of gender-inclusive housing options to ensure that our residence halls are a supportive space for residents of all gender identities and gender expressions.

The Office of Residence Life asks students to share their preferred name and pronouns on their housing contract. This information is shared with Resident Assistants, Residence Directors, and residence life senior staff to ensure students are being addressed by the name they prefer and their gender expression is being respected in the assignment process, meetings, and at events.

Students can indicate their preference for gender inclusive housing on their housing contract and select roommates in the general room selection process. All students can specify the preferred gender of their roommate(s) in a multiple occupancy room to form roommate groups.

Gender inclusive housing is available in most residence halls. Gender inclusive housing is not available on floors that are identified as single gender.

e. Accommodations

Accommodations may be available for residents with diagnosed disabilities (including learning, physical, and psychological) or medical conditions (acute or chronic) in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Residents must submit documentation of a disability or medical condition to the Office of Disability Services and the Health and Wellness Center in order to have their special needs request taken into consideration. Guidelines for documentation can be found at <https://www.lakeforest.edu/academics/resources/disability/>. Requests may be submitted online via my.lakeforest.edu.

It is the responsibility of the resident to provide documentation and to request accommodations for accessibility needs. Failure to provide documentation may result in denial of any accommodation

requests until documentation is provided. Accommodation requests submitted and/or approved after the beginning of the academic year may or may not result in accommodation of the needs.

X. Resident Responsibilities

a. Check-In

Upon check-in, residents are responsible for acknowledging the condition of their assigned room/space by completing and submitting the electronic Room Condition Report (RCR) within 48 hours. The purpose of the RCR is to protect both the resident and the ORL concerning damage charges and to provide information about room conditions that may require maintenance. Residents may be billed for all damages/losses not noted on the check-in RCR that are beyond ordinary wear and tear at the time of check-out as defined below. Failure to complete the RCR after check-in may result in an improper check-in charge and a loss of the right to appeal damage charges assessed upon check-out.

b. Early Arrivals

Residents are able to occupy their rooms any time after the published Hall Opening Day designated by the College's calendar, unless permitted otherwise by the Director of Residence Life or their designee (approved Early Arrivals are charged \$25 per day). Should a resident be found in a college-managed residence prior to Hall Opening Day, they may be referred to the student conduct process and be charged \$50 per hour.

c. Winter Break

The residence halls close at the end of the Fall semester. Currently, the residence halls close the Friday after the last day of finals at 12:00 p.m. (noon). Students with permission from the Office of Residence Life may remain in the residence halls during winter break for an additional fee. Students should plan accordingly and consult the College's academic calendar when travelling and making plans to return to the College. Early arrival for the spring semester is not possible. Should a resident be found in a college-managed residence after the designated hall closing, they may be referred to the student conduct process and be charged \$50 per hour.

d. Check-Out

Residents are expected to checkout, return their keys, and complete an inspection in person with an ORL staff member prior to leaving the College. Residents are expected to reassemble furniture, remove all trash and personal belongings and return the space to move-in condition prior to check-out. Move-in condition includes completed cleaning of all surfaces and furniture in the room, removal of all items from desks, drawers and closets, and removal of any adhesives or other items from the room walls and ceilings. Fines and/or charges will be assessed for failure to complete the check-out process or for damage or loss of College property.

The ORL staff and Facilities Management are able to assess fines/charges to residents. It is important for residents to understand that additional charges may occur after check-out when a final inspection is completed by ORL staff, even if the RA does not state that any charges may be incurred. Residents have the right to appeal charges if they have followed proper check-out procedures by documenting concerns and sending the written appeal to the Director of Residence Life or designee within ten (10) business days after the date of notification of the damage or fine. Failure for the RA to properly note charges on the Room Condition Report is not a valid reason for appeal.

1. Late Check-Out

Residents must vacate and check-out of the residence halls by the published deadlines. Failure to follow the procedures may result in an assessment of a late check-out charge (\$50 per hour).

2. Improper Check-Out

The ORL may assess a fee of \$50.00 to a resident for failure to complete the check-out process as stated above. Additional fees may be assessed for failure to return the assigned room key and/or all damages/losses as per the Student Handbook.

e. Condition and Use of Room/Community Environment

Residents will take ordinary care of the room/space, the furniture, appliances and all other parts of the residential community. Charges for special cleaning, replacement of keys, and repairs or replacement of any damages or loss to property necessitated by the lack of due care on the part of the resident and/or guests, may be charged to the Student Account of the residents assigned to the room/space. Residents may be charged for missing or damaged items; damages within room/space, floor, hall or community will be charged only to the responsible resident if the individual responsible for damage can be identified. When the responsible student cannot be identified, those students living or present in the area may be charged. Residents may be charged for any pieces of furniture missing from the room/space/hall common areas. No furniture is to be removed from any room/space/hall common areas. Furnishings and personal belongings may not be stored in any public spaces including hallways, bathrooms, kitchens, laundry rooms, and/or lounges.

Residents are not permitted to alter, repair or contract the repair of any furnishing, structural fixture, or electrical, mechanical, or plumbing equipment. Maintenance needs are to be reported to a member of the Residence Life staff or submitted online via the housing portal's work order system. Only appropriate Facilities Management employees may paint and make alterations to the room or furnishings.

Windows may not be used as entrances or exits except in the case of an emergency. For safety reasons, window screens must be kept on windows in all College halls and apartments. If screens are removed or damaged, residents may be charged for labor to re-hang and/or replace the screens. If at any time the air conditioning (if applicable) or the heat is running in a building, residents are required to keep all windows closed and locked.

Use of a residence space is to be for residential purposes only. Using a college-owned residence for business purposes or for solicitation of business may result in fines and/or removal from college-owned residences.

Common area damage is any damage occasioned by carelessness, accident, or intentional action on the part of the residents and/or their guests in a common area (i.e., lounge, hallway, stairwell, community bathroom, etc.). Common area damages may be charged to students, a designated floor, hall, or community, unless those responsible are identified.

f. Conduct and Community Environment

Residents are responsible for understanding and complying with procedures included in the Student Handbook to live in and maintain a safe and secure environment. A resident's right to quiet supersedes another resident's privilege to noise. Ignorance of Student Handbook and Residence Life policies is not an acceptable reason to not held be responsible for violation of policies or procedures.

g. Keys

Residents may not share or make copies of any College-issued key, including keys to their assigned residence. Residents who do so may be referred to the student conduct process. If any residence key is lost or stolen, the resident is responsible for notifying a member of the ORL staff, and may be responsible for costs associated with the changing of the lock(s) and a replacement key. Residents may not loan their keys to anyone else, including other students, for any reason.

h. Guests

A guest is any nonresident of a room. Guests must be sponsored by a host who is a resident of the room. It is the responsibility of the host/resident to explain Residence Life and College policies to their guests, including parking restrictions. Although occasional overnight guests are permitted, the rights of a roommate to sleep and study must be respected at all times. All guests must be registered via the online guest registration form on the My Housing portal. Guests may share resident facilities as established by the guest policies established in the Student Handbook. Any guest who is not registered may be subject to removal from residence and/or possible charge for trespassing. Any resident hosting an unregistered guest may be referred to the student conduct process. All guests must be approved by all roommates and residents are responsible for the behavior of their guests at all times.

i. Cohabitation

Cohabitation exists when a person who is not assigned to a particular residence hall room or apartment uses that room or apartment as if they were a resident of that space. Cohabitation is not permitted.

Examples of this may include, but are not limited to, accessing the room or apartment while the assigned occupants are not present, utilizing a key to enter a room or apartment to which one is not assigned, keeping clothing and other personal belongings in the residence hall or apartment, sleeping overnight in the room/ space on a regular basis, and using the bathroom and shower facilities as if they lived in that residence. This will be considered a violation of the Student Handbook policy as well.

j. Smoking

In accordance with the laws of the State of Illinois, smoking is prohibited in all campus buildings and within 25 feet of any building entrance. All Lake Forest College College-managed residences halls are smoke-free. Therefore, all residents and their guests may not smoke anywhere in the buildings or on the balconies of the buildings. Those who choose to smoke must do so at least 25 feet from any building.

k. Student Handbook

Rules and provisions contained within the Student Handbook are enforced in relation to this Agreement. It is the responsibility of the student entering into this Agreement to review and understand those policies. The Student Handbook is available online and should be reviewed before signing this Agreement. Updates to the Handbook are disseminated to the College community as they occur.

XI. Room Inspection, Entry and Search

Designated College staff members, including Public Safety Officers, Residence Life staff members, and Facilities Management personnel, have the authority to enter and inspect rooms/spaces at any time without permission or consent of the residing occupants for the following reasons: health and safety purposes, fire drills, to conduct repairs, or if there is just cause to suspect student endangerment or policy infractions. Residents are expected to comply with all reasonable requests for entry.

Property can be seized, removed, and disposed of from a room/space when it constitutes an imminent danger, violates College policy, when it is College-owned property or when staff has evidence that an unauthorized animal is in the room.

XII. Responsibility for Personal Property (Liability)

Residents are responsible for removing all personal property from residence halls when they move out. The ORL has the right, without liability, to dispose of all personal property left or abandoned on the premises 48 hours after the space has been vacated.

The College shall not be liable, directly or indirectly, for loss of or damage to any article of personal property anywhere on the premises caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, temporary interruptions in provided services or the actions of third persons. The College is not responsible for loss or damage due to any situation beyond its control. The College is not responsible for theft or destruction of personal property. The College does not provide insurance for personal belongings such as, but not limited to, bicycles, automobiles, televisions, stereos, computer equipment, and clothing. It is strongly recommended that valuables be covered by a homeowner's or renter's insurance policy. Residents should work with their roommates to ensure the common protection of property. Room doors should be locked when the room is unoccupied. In the event of damage by fire, water, steam, the elements, or other agents that render a room unfit for occupancy; the College reserves the right to reassign residents to alternate College housing accommodations.

XIII. Assignment of Agreement

This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

XIV. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

XV. Severability

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

XVI. Governing Law

Contract Signature

By signing below and submitting this form to the Office of Residence Life, I agree that I have read this contract and this constitutes my official signature which indicates my understanding of the contract and compliance with all policies and procedures.

Room assignments will not be guaranteed until this contract has been submitted to the Office of Residence Life.