# Brown University 2022 - 2023 Housing Agreement

- 1. Agreement. Brown University ("Brown" or "the University") agrees to provide housing for the student in a residence hall based upon the terms and conditions of this Housing Agreement ("Agreement") and the University's established assignment criteria. The student indicates acceptance of the terms and conditions of this Agreement and agreement to follow the Residential Life Policies and Rules via the student's electronic signature. If the student is under 18 years of age, the student's parent or legal guardian must also indicate acceptance of the Agreement and Policies and Rules via the parent or legal guardian's electronic signature. Students who fail to sign this Agreement may not occupy a residence hall room. This Agreement is not a lease.
- **2. On-Campus Housing Requirement.** The University maintains a six-semester On-Campus Housing Requirement for undergraduate students. Full details on this policy may be found on the <u>On-Campus Housing Requirement Policy</u> page.
- **3. COVID-19 Health and Safety.** All students living in a residence hall must read, understand, and follow the guidance and requirements in the COVID-19 Campus Safety Policy and on the Healthy Brown website. Failure to abide by these requirements is a violation of the Code of Student Conduct and may result in discipline up to and including removal from campus and academic suspension.
- **4. Dates of Occupancy.** Students may occupy their rooms under the terms of this Agreement as follows:
  - A. Incoming first-year and transfer students may occupy their rooms beginning at 8:00 a.m. on Wednesday, August 31, 2022.
  - B. Returning students may occupy their rooms beginning at 8:00 a.m. on Friday, September 2, 2022.
  - C. Only students authorized in writing by the Office of Residential Life may occupy their rooms before their approved move-in date. Students who arrive to campus to move in earlier than the date established in this Agreement without prior authorization accept their room condition as is and waive any expectation that the room has been cleaned and inspected prior to occupancy.
  - D. Residence halls will be closed from 12:00pm on Thursday, December 22, 2022 through 8am on Saturday, January 21, 2023. During this winter break period, only students authorized in writing by the Office of Residential Life may occupy their rooms.

- E. All non-graduating students must vacate their room within 24 hours of their last final examination but no later than 12:00pm on Saturday, May 20, 2022 (whichever is sooner), unless they are otherwise granted an extension in writing beyond that original date by the Office of Residential Life.<sup>1</sup>
- F. Graduating seniors must vacate their room no later than 12:00pm on Monday, May 29, 2022 following Commencement, unless they are otherwise granted an extension in writing beyond that original date by the Office of Residential Life.
- G. Extensions to these dates of occupancy, including occupancy during the winter break period, may result in additional daily charges being applied to the student's account in accordance with the <u>Residential Life Policies and Rules</u>.
- H. Students who withdraw, take a leave of absence, are suspended, or expelled from the University must vacate their rooms within 24 hours after such withdrawal, leave, suspension, or expulsion takes effect.
- I. Students who maintain their Fall 2022 room assignment into the Spring 2023 semester, and who keep their personal items in their room between semesters, but do not return for the Spring 2023 semester will be charged the applicable room charge for the Spring 2023 semester. Prorated room credits may be given based on the student's Date of Withdrawal under the Spring 2023 schedule contained in this Agreement.
- **5. Room Charges.** The student agrees to pay the University room charges of \$4,684 per semester which must be paid on or before **August 1, 2022** for the Fall 2022 semester and **January 1, 2023** for the Spring 2023 semester. Until all charges are paid in full, no diploma, official transcript, letter of honorable dismissal, or recommendation will be issued.

### 6. Room Credits.

**A.** Eligibility. Students for whom on-campus housing has been reserved under the standard Dates of Occupancy are not entitled to prorated or altered room rates if they arrive after a term of occupancy has begun--i.e. late arrival.<sup>2</sup> Students who need to withdraw from a term of occupancy once it has begun may be eligible for a partial room credit. Prorated room credits, when applicable, will be made on

<sup>&</sup>lt;sup>1</sup> The term "vacate" in this Agreement means that the student has emptied the entire room, suite or apartment (if applicable), corridor, and building of their person and items.

<sup>&</sup>lt;sup>2</sup> Students who change their residency status--e.g. cancel off-campus status and transfer into on-campus housing--once a term has begun will receive a separate Housing Agreement with modified Dates of Occupancy and applicable housing charges.

the following schedule:

### B. Schedule.

	Fall 2022	Spring 2023	
Calendar References	Date of Withdrawal	Date of Withdrawal	% Room Credit
Prior to	9/7/2022	1/25/2023	100%
Weeks 1 -2	9/7/2022 - 9/20/2022	1/25/2023 - 2/7/2023	80%
Week 3	9/21/22 - 9/27/2022	2/8/2023 - 2/14/2023	60%
Week 4	9/28/2022 - 10/4/2022	2/15/2023 - 2/21/2023	40%
Week 5	10/5/2022 - 10/11/2022	2/22/2023- 2/28/2023	20%
After Week 5	10/12/2022 - 12/22/2022	3/1/2023 - 5/20/2023	0%

- **C. Date of Withdrawal.** The date used to calculate the prorated room credit ("Date of Withdrawal") will be the date on which (i) the student has fully vacated their room, including removal of their person and all of their personal items, and (ii) all room keys are returned to the Office of Residential Life Key Office.<sup>3</sup> If the student takes a leave of absence or withdraws from the University and has not moved into their room, stored any personal items in their room, nor received their key, the Date of Withdrawal will be calculated based on the effective date of leave or University withdrawal as noted in Banner.
- **D. Suspension, Expulsion, and Misconduct.** A student suspended or expelled from the University or withdrawing while under investigation for academic or disciplinary misconduct is not entitled to any credit of room charges for the balance of the current semester.

### 7. Room Assignments

 $<sup>^{3}</sup>$  The student must also vacate the entire room, suite or apartment (if applicable), corridor, and building of their person and items.

- A. **Assignment of Rooms.** This Agreement applies to any room to which the student is assigned as well as any room that the student occupies during the academic year, including the winter break period and any other extended housing periods. The University maintains responsibility for the assignment of rooms, suites, and apartments within the residence halls. Preference in residence hall and room assignments will be given to current on-campus students.
- B. **Non-Discrimination.** Brown University provides equal opportunity and prohibits discrimination, harassment and retaliation based upon a person's race, color, religion, sex, age, national or ethnic origin, disability, veteran status, sexual orientation, gender identity, gender expression, or any other characteristic protected under applicable law, in the administration of its policies, programs, and activities.
- C. **Capacity Driven Spaces.** To ensure all students who are interested in or required to live on-campus, the University reserves the right to modify the capacity of residential spaces.
- D. **Temporary Assignments.** The University reserves the right to temporarily reassign students to address facilities or health and safety concerns.
- E. **Guests.** No person may reside in a room that has not signed this Agreement other than an overnight guest who has been invited and will be hosted by the room occupant. Students are responsible for the behavior of their guests. Guests must comply with health and safety requirements established in the <a href="COVID-19">COVID-19</a> Campus Safety Policy and on the <a href="Healthy Brown">Healthy Brown</a> website and must comply with current University policy regarding face masks and coverings (see the University's <a href="COVID-19">COVID-19</a> Campus Activity Status page for the current policy for both vaccinated and unvaccinated individuals).
- F. **Room Changes.** When completing a room change, students are required to vacate their original room, return their key, and complete the room condition report within 72 hours. The University may move students or change housing assignments prior to or during occupancy as a result of COVID-19 isolation, quarantine, or de-densification requirements, health and safety reasons, disciplinary action, facility failure, or any other reason at any time at its sole discretion. If the student makes an unauthorized room change, the student may be required to move back to the assigned room and/or be charged \$100.00.

### 8. Keys.

- A. **Issuance of Keys.** Keys are issued by the University for each semester.
- B. **Key Pickup.** Only the student to whom the key is being issued may pick up keys. No other individual may pick up a key on another student's behalf. Failure to pick up room keys (without prior arrangements) by the end of the established move-in period may result in the forfeiture of the student's specific room assignment.

- C. **Key Return.** Prorated room credits, if applicable, will not be issued until all keys issued to the student by the Office of Residential Life, including but not limited to room keys, suite keys, and sabbath keys, are returned to and have been received by the Office of Residential Life. The only authorized key return locations are the Residential Life Key Office ("Key Office"), located on the 3rd floor of Graduate Center E (42 Charlesfield Street, Providence, RI 02906) and the key drop box located outside the Key Office accessible via the Charlesfield Street entrance.
- D. **Loaning of Keys.** When locked out, a student may be loaned a key by the Office of Residential Life. Loaned keys must be returned one hour after the student receives the loaned keys. If the loaned key(s) are not returned after one hour, a lock change may be scheduled at the student's expense. Lock change prices are published on the Office of Residential Life website and the applicable amount will be billed to the student's account.
- E. **Lock Changes.** There is a charge for failure to return keys by <u>published</u> <u>deadlines</u>. Lock changes resulting from missing keys will be performed as soon as possible after termination of occupancy. All keys must be returned immediately upon termination of occupancy.
- F. **Duplication of Keys.** Any duplication of keys is prohibited. Students who illegally duplicate keys will be billed for a lock change and referred to the Office of Student Conduct and Community Standards for disciplinary action.
- **G. Unauthorized Loaning of Keys.** Students are responsible for all keys issued to them by the Office of Residential Life and are strictly prohibited from loaning their keys to other students for any purpose, including but not limited to providing access to their room or any other secured area accessible by the loaned key(s); and returning the loaned key(s) to the Office of Residential Life on behalf of the student.

#### 9. Vacancies.

- A. **Assignment of Vacancies.** If a vacancy occurs in a multi-occupancy room, suite, or apartment, the remaining occupant(s) have the following options: (i) select qualified roommate(s) or suitemate(s) of the occupant's choice to fill the vacancy within three business days, or (ii) elect to remain in the occupant's present room and suite with the understanding that the University can assign new roommate(s) or suitemate(s) at any time. The University reserves the right to use any vacancy at any time at its sole discretion without notifying the remaining occupant(s).
- B. **Entering and Occupying Vacant Spaces.** Students may not enter or place their personal items in vacant rooms or vacant spaces within rooms to which they

are not assigned ("unauthorized spaces").<sup>4</sup> This prohibition applies to vacant rooms within a suite or apartment, as well as all other vacant rooms and room spaces in on-campus residence halls. Students who violate this prohibition will be required to immediately vacate and remove their personal items from the unauthorized space, which may result in charges assessed to the student account. The student is also responsible for any damages to the unauthorized space and may be additionally charged for said damages according to the <u>published damage billing rates</u>, including but not limited to Trash Removal and Furniture Moving / Re-Assembling fees.

- **10.** <u>Damages.</u> Each student is financially responsible for all damages or defacement of the student's room, suite or apartment (if applicable), corridor, and building. All damages to rooms or the structures, appliances, fixtures, and furniture provided will be assessed against all residents of that area if specific responsibility is not ascertained. Students must complete a Room Condition Report within 72 hours of occupancy. If a student fails to submit a Room Condition Report, the student waives the right to appeal damage charges.
- 11. Right to Enter. The University reserves the right to enter rooms without the consent of the occupant in order to provide for the general safety, well-being, and protection of the University community, its members, and property. This includes, but is not limited to, urgently needed repairs to the residence halls, as well as Health & Safety Inspections. It is not required that the student be present at the time of entry or for the student to be notified in advance. Additionally, an inspection will be completed whenever a vacancy has occurred within a room or suite/apartment to confirm the vacancy and condition of the room.
- 12. Termination by the University. The University reserves the right to terminate this Agreement and take possession of the room at any time for violation of this Agreement, violation of University policies which includes without limitation the Code of Student Conduct, and/or for reasons of order, health (including without limitation for reasons related to COVID-19 or any other epidemic, pandemic, or endemic), safety, discipline, academic deficiency, disciplinary suspension or expulsion, or when the resident exhibits disruptive behavior. Students whose Agreement is terminated by the University are responsible for payment of all housing costs associated for the term in which a violation occurred. The University may terminate this Agreement on an interim basis, in which case the student shall be responsible for housing costs during the interim termination period. Students whose Agreement is

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<sup>&</sup>lt;sup>4</sup> Vacant Spaces are defined as an open bedroom within a suite or apartment or an assignable bed space within a multi-occupancy room.

terminated on a permanent or an interim basis must vacate the room and surrender all keys within 24 hours of such termination unless otherwise noted in writing by the Office of Residential Life.

- **13. Prohibited Items.** The following items are strictly prohibited from the residence halls: firearms of any type, ammunition, fireworks, explosives, vehicles, torchiere halogen floor lamps, candles, open flames or any external heating elements, illegal drugs, gas operated stoves, space heaters, and any appliance or instrument with an open flame, exposed heating element or hot surface that poses a fire hazard. The full list of Restricted Items is on the Residential Life website. The University will provide a refrigerator and microwave in residence hall rooms.<sup>5</sup> Students will be responsible for any damages to a University provided refrigerator and microwave. Additional information on policies and rules can be found on the Residential Life website.
- 14. Pets and Animals. Pets are not allowed and are a violation of this Agreement, with the exception of service animals or University approved emotional support animals which are permitted in residential facilities in accordance with the Americans with Disabilities Act (ADA) and Fair Housing Act. Residents with emotional support animals must first register and submit a request with Student Accessibility Services (SAS) to receive written approval and permission for an emotional support animal. Emotional support animals may not be brought to campus prior to approval. Residents with registered service animals and emotional support animals are responsible for complying with all associated policies, including but not limited to paying for any damage to University property caused by the animal.

## 15. Personal Property & Insurance.

- A. **Personal Property Insurance.** The University is not responsible for the personal property and items of residents. This includes items in students' rooms, in storage, in the laundry machines, being delivered on a student's behalf, en route, or under any circumstances. It is each student's responsibility to secure personal property at all times. The University strongly urges that all students have personal property insurance to protect from loss or damage due to theft, fire, flood, vandalism, and any other hazards. For more information please refer to the University Policy on Student Owned Property.
- B. **Protection of Items.** The University urges students to lock doors and windows of their room at all times. It is the student's responsibility to take precautions to

<sup>&</sup>lt;sup>5</sup> Each non-suite/apartment room will have one refrigerator and microwave. Each suite which does not contain a full-sized refrigerator as part of the standard furnishings of the unit will have one refrigerator and microwave per suite. Suites and apartments which contain a full-sized refrigerator will not have any additional university-provided refrigerators.

- secure their personal property and items. The University strongly urges all students to register their personal property with the Department of Public Safety through the <u>Operation Identification</u> property registration program.
- C. **Unclaimed Items.** The University reserves the right to remove unidentified/unclaimed items from all areas in the residence halls. Unclaimed items may be packed, stored, and/or shipped at the student's expense if such removal is deemed necessary by the University.
- **16. Fire and Life Safety.** Tampering with, removing, destroying in any way, or being in unauthorized possession of, fire extinguishers, fire alarms, smoke detectors, exit signs, or any fire or life safety equipment as well as not complying with fire drill procedures, is cause for disciplinary action and termination of this Agreement. Such tampering, removal, destruction, unauthorized possession, and/or non-compliance may result in additional charges to the student(s) or against all residents of that area (room/suite/floor/building/complex) if specific responsibility is not ascertained. Students whose Agreement is terminated by the University are responsible for payment of all housing costs associated for the term in which a violation occurred. Students whose Agreement is terminated must vacate the room and surrender all keys within 24 hours of such termination unless otherwise noted in writing by the Office of Residential Life.
- **17. Solicitation, Sale & Promotion Within Residence Halls.** With the exception of University student groups approved by the Office of Residential Life, solicitation, sale, or promotion of any goods or services by any person is prohibited in the residence halls. The premises are for residential purposes only and any other use constitutes a breach of the Housing Agreement. For more information please refer to the <u>University Policy on Student-run Business or Student Enterprise</u> and the <u>University Non-Solicitation Policy</u>.
- **18.** University Signage. Tampering with, removing, destroying in any way, or being in unauthorized possession of University signage--including but not limited to restroom signage, building labels, room labels, Facilities Management QR codes, and bulletin boards-- is cause for disciplinary action and termination of this Agreement. Such tampering, removal, unauthorized possession, and/or destruction may result in additional charges to the responsible student(s) or against all residents of that area

<sup>&</sup>lt;sup>6</sup> University signage in this Agreement is defined as signage (including but not limited to flyers, door hangers, signs affixed to walls, floors, doors, and ceilings, bulletin boards and bulletin board content) which any University official posts and which provides information regarding access to University information, services, and/or resources, provides for direction/orientation within a physical space, or provides security information.

(room/suite/floor/building/complex) if specific responsibility is not ascertained. Students whose Agreement is terminated by the University are responsible for payment of all housing costs associated for the term in which a violation occurred. Students whose Agreement is terminated must vacate the room and surrender all keys within 24 hours of such termination unless otherwise noted in writing by the Office of Residential Life.

19. Campus Construction Activity. University construction projects such as new construction, renovation/renewal projects, or unforeseen repair may cause increased noise in the community. Due to the scope of projects, some construction work may begin during the academic year. Prior to and following a major construction project, continual work may occur in and around residential areas. By agreeing to these terms and conditions, and signing this Agreement, residents acknowledge that they have been advised of the potential for construction projects and they accept their housing assignment accordingly. The Office of Residential Life will make every reasonable effort to inform the residents of any upcoming projects but cannot be responsible for delays in construction or renovation/renewal projects.