

Brown University
Fall 2021
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. COVID-19 Health and Safety. The coronavirus pandemic is a global, national, and state public health emergency. All students living in a residence hall must read, understand, and follow the guidance outlined 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](#), will be addressed through the [COVID-19 Student Conduct Procedures](#), and may result in discipline up to and including removal from campus and academic suspension.

3. 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 Thursday, September 2, 2021.
- B. Returning students may occupy their rooms beginning at 8:00 a.m. on Saturday, September 4, 2021.
- C. Only students authorized in writing by the Director of Residential Operations or designee 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. All students must vacate their room no later than 12:00pm on Wednesday, December 22, 2021 following the reading period and finals, unless they are otherwise granted an extension in writing beyond that original date by the

Office of Residential Life.¹

- E. Extensions to these dates of occupancy may result in additional charges being applied to the student's account in accordance with the Residential Life Policies and Rules.
- F. Students who withdraw, take a leave of absence, or are suspended or expelled from the University must vacate their rooms within 24 hours after such withdrawal, suspension, leave, or expulsion becomes effective.
- G. Students who maintain their Fall 2021 room assignment into the Spring 2022 semester, and who keep their personal items in their room between the Fall 2021 and Spring 2022 semesters, but do not return for the Spring 2022 semester will be charged the applicable room charge for the Spring 2022 semester. Prorated room credits may be given based on the student's Date of Withdrawal under the schedule contained in the Spring 2022 Housing Agreement.

4. Housing Requirement. All undergraduate students are required to live in a residence hall for a minimum of six semesters unless they (i) have applied for and been granted off-campus permission in writing, or (ii) are Resumed Undergraduate Education ("RUE") students, married students, or commuter students who live at their permanent address within 30 miles/minutes commuting distance.

5. Room Charges. The student agrees to pay the University room charges according to the published rate scale for a room in a residence hall which must be paid on or before August 1, 2021 for the Fall 2021 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.² 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 the following schedule:

¹ The term "vacate" in this Agreement means that the student has emptied the room of their person and all of their personal items. Students maintaining their same room assignment into the Spring 2022 semester may keep their possessions in their room over Winter Break, but may not live in the room during the Winter Break period unless otherwise given permission in writing by the Director of Residential Operations or designee.

² 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.

B. Schedule.

	Fall 2021	
Calendar References	Date of Withdrawal	% Room Credit
Prior to	9/8/2021	100%
Weeks 1 -2	9/8/2021 - 9/22/2021	80%
Week 3	9/23/2021 - 9/29/2021	60%
Week 4	9/30/2021 - 10/6/2021	40%
Weeks 5 - 15	10/7/2021 - 12/22/2021	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) the Office of Residential Life has received the student’s room key from the student. If the student 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 date upon which the student has confirmed in writing via email that they are withdrawing from housing. Such confirmation must be sent by the student via their Brown University email address to res_life@brown.edu. Confirmation sent by anyone other than the student, including but not limited to their parents/guardians, is not valid. Confirmation sent to any other University address, office, or system is not valid.

D. Suspension, Expulsion, and Misconduct. A student suspended or expelled from the University or withdrawing when 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

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 effective term. 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. **Temporary Assignments.** The University reserves the right to temporarily assign more students to a room than its normal capacity.
- D. **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 [COVID-19 Campus Safety Policy](#) and on the [Healthy Brown](#) website and must comply with current University policy regarding face masks and coverings (see the University's COVID-19 Campus Activity Status page for the current policy for both vaccinated and unvaccinated individuals).
- E. **Vacancies.** If a vacancy occurs in a multi-occupied 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 may 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.
- 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, 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.
- G. **Entering Vacant Rooms.** Students may not enter or place their personal items in vacant rooms to which they are not assigned ("unauthorized spaces"). This prohibition applies to vacant rooms within a suite or apartment, as well as all other vacant rooms 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. Such students may be charged \$100.00 and are responsible for any damages to the unauthorized space and may be additionally charged for said damages according to the [published damage billing rates](#).
- H. **Keys.** Keys are issued by the University for each semester. There is a charge for

failure to return keys by [published deadlines](#). Lock changes resulting from missing keys will be performed as soon as possible after termination of occupancy, typically within seven days. All keys must be returned immediately upon termination of occupancy. 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. 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. Prorated room credits, if applicable, will not be issued until the student's room key, and any other keys issued to the student by the Office of Residential Life, such as suite keys or sabbath keys, is returned to and has 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.

8. Damages. 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 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 chooses not to submit this report, the student waives the student's right to appeal damage charges.

9. 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 urgently needed repairs to the residence halls. 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.

10. 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 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.

11. Items Not Allowed in Rooms. Specifically prohibited from the residence halls are firearms of any type, ammunition, fireworks, explosives, gas operated stoves, motorcycles, vehicles, open heating surface cooking appliances (e.g., hot plates, indoor grills, etc.), rice cookers, toasters and toaster ovens, heating appliances, space heaters, torchiere halogen floor lamps, candles, open flames or any external heating elements, and illegal drugs. The University will provide a refrigerator and microwave in residence hall rooms. 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](#).

12. 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 with Student Accessibility Services (SAS) to submit a request. 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.

13. 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, 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 secure their personal property and items.

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 Office of Residential Life.

14. Fire Safety. Tampering with, removing, or destroying in any way, fire extinguishers, fire alarms, smoke detectors, exit signs, or any fire 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, and/or non-compliance may result in additional charges to the responsible 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.

15. Solicitation, Sale & Promotion Within Residence Halls. Except for 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 [University Policy on Student-run Business or Student Enterprise](#) and the [University Non-Solicitation Policy](#).