

Brown University
Spring 2021
Housing Agreement

1. Agreement. Brown University (“Brown” or “the University”) agrees to provide housing for the student in a residence hall¹ 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.*** 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 complete a primary prevention education module and agree to the [Student Commitment to COVID-19 Community Health and Safety Requirements](#), which includes, but is not limited to, reading, understanding, and following 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. New Residential Peer Leaders (RPLs) may occupy their rooms beginning on January 7, 2021
- B. Returning RPLs may occupy their rooms beginning on January 8, 2021
- C. Students who are not RPLs may occupy their rooms as early as 8am on January 9, 2021
- D. Only students authorized in writing by the Director of Residential Operations or designee may occupy their rooms before their approved move-in date.
- E. Students must vacate their room no later than 12:00pm on Saturday, April 24th, 2021 following the remote reading period and finals.
- F. Students who leave Providence for four or more consecutive days, at any point throughout the semester, will need to complete the remainder of the semester remotely and must vacate their room entirely prior to leaving for these four days unless they receive prior written permission from the Office of Residential Life.

¹ The term “residence hall” in this Agreement includes on-campus residence halls and Brown-leased off-campus properties (i.e., 230 Thayer Street, 257 Thayer Street, River House, 95 Lofts, Chestnut Commons, and the Omni Providence Hotel leased by Brown).

G. All students must vacate their room by the end date(s) established in this Agreement unless they are otherwise granted an extension in writing beyond that original date by the Office of Residential Life.

H. 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.

I. 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.

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 January 1, 2021 for the Spring 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. 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:

	SPRING 2021	
Calendar References	Date of Withdrawal	% Room Credit
Prior to	1/13/2021	100%
Weeks 1 -2	1/13/2021 - 1/27/2021	80%
Week 3	1/28/2021 - 2/3/2021	60%
Week 4	2/4/2021 - 2/10/2021	40%
Weeks 5 - 15	2/11/2021 - 4/24/2021	0%

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 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 possessions 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.

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 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. Only guests who live in an on-campus residence hall or Brown-leased off-campus property are permitted in residence halls. All guests must practice social distancing and abide by the University's health and safety requirements established in the [COVID-19 Campus Safety Policy](#) and on the [Healthy Brown](#) website.
- E. **Vacancies.** If a vacancy occurs in a multi-occupied suite or apartment, the remaining occupant(s) have the following options: (i) select a qualified 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 with the understanding that the University may assign a new suitemate(s) at any time. The University reserves the right to use any vacancy 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 as a result of COVID-19 isolation, quarantine, or de-densification requirements, disciplinary action, facility failure, or any other reason 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 pay a \$100.00 fine.
- G. **Entering Vacant Rooms.** Students may not enter or place their personal property 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 and Brown-leased off campus properties. Students who violate this prohibition will be required to immediately vacate and remove their personal property from the unauthorized space. Such students may be charged a \$100.00 fine and are responsible for any damages to the unauthorized space.

H. **Keys.** Keys are issued by the University for each semester. There is a charge for failure to return keys by published deadlines. All keys must be returned immediately upon termination of occupancy. Keys must not be duplicated. 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 is returned to and been received by the Office of Residential Life.

8. Damages. Each student is financially responsible for all damages or defacement of the student's room, corridor, and building. All damages to rooms or the appliances 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 an interim basis must vacate the room and surrender all keys.

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. Refrigerators must not exceed 4 cubic feet, 1.5 amp. 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 upholding all [associated policies](#), including but not limited to paying for any damage to University property caused by the animal.

13. Personal Property & Insurance. The University is not responsible for the personal property of students. This includes items delivered to the University on a student's behalf and property in storage areas as well as individual rooms. 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's Insurance Office website at <https://www.brown.edu/about/administration/policies/node/217>. 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. The University reserves the right to remove unidentified/unclaimed items from all areas in the residence halls.

14. Fire Safety. Tampering with, 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, 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.

15. Solicitation, Sale & Promotion Within Residence Halls. Except for Brown 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.

16. Brown-Leased Off-Campus Properties. In addition to the provisions in this Agreement, students living in Brown-leased off-campus properties (i.e., 230 Thayer Street, 257 Thayer Street, River House, 95 Lofts, Chestnut Commons, and the Omni Providence Hotel) must also agree to follow the applicable policies and rules of the off-campus properties, which will be provided as an addendum to the Housing Agreement for all students assigned to live in one of these properties.