



**2009 - 2010
SDSU RESIDENCE HALL
CONTRACT**

RESIDENT:

Residents are responsible to know and abide by this contract. Information in your copy of the Residential Life Handbook and Planner and SDSU Student Code (available online) applies as addendums to this contract.

I. Conditions of Contract

A) Duration: This contract is for the full academic year (August 29, 2009 to May 9, 2010). Note that the residence halls are closed during the semester break and spring break vacations. (Friday, December 18, 2009 until Monday, January 11, 2010 and Friday, March 5, 2010 until Sunday, March 14, 2010) Refer to handbook for definitions.

B) Cost: The Residence Hall rates are:

Double	\$1,270.10 per semester
Single	\$1,837.15 per semester
Caldwell Hall-Double	\$1,900.00 per semester
Caldwell Hall-Single	\$2,466.10 per semester
Annex Single	\$1,610.35 per semester
Binnewies – Double	\$1,377.00 per semester

C) Policy Literacy: The information included in the Residential Life Handbook and Planner also applies as part of this Contract. The provisions of this Contract and the Residential Life Handbook and Planner apply to all students required to live in residence halls.

D) Meal Plan: A University Dining Service plan is part of this Contract.

E) Service Interruptions: The University will not be liable for any interruption in service (including air conditioning, water, electricity, etc.) resulting from causes beyond its control, and such interruptions will not relieve the student, in whole or in part, from the obligations of this Contract.

F) Right of Entry: The University reserves the right for authorized personnel to enter student rooms periodically or in an emergency, to maintain property satisfactorily, and to ensure the protection of the health and safety of residents.

G) Abandoned Property: The University will not be liable for property left in the building after the student vacates or is expected to vacate at the termination of a contract. Residents must remove all personal property from the residence halls and return the room as it was set up upon their arrival. The student grants the University the right to dispose of any property left by the student after the student vacates or is expected to vacate the premises.

II. Hall and Room Assignments

A) Administrative Reassignment: The Director of Residential Life reserves the right to reassign students if it is necessary for the proper functioning of the hall. Such reassignment is an administrative act and not subject to judicial review.

B) Authorized Changes: No room changes can be made without written authorization from Residential Life personnel. Any room and hall changes should be discussed first with your CA and CD/RHD.

C) Consolidation: Any resident who does not have a roommate or an approved single room may be reassigned to a different room on campus or have a roommate placed with them in order to consolidate available space. In regard to consolidation, residents have three options. In order they are:

1. Sign a single room contract and pay the additional single room fee.
2. Locate a roommate of your choice or someone from the Consolidation List to move in with you or you move in with her/him. The Consolidation List, a list of individuals who also need or are looking for roommates, will be available at each hall front desk, in the Residential Life Central Office and on the Department's web page.
3. Have the Department of Residential Life consolidate you with another resident, which may mean that you will have to move to another room. (The department does not consolidate between halls unless the resident requests to be considered for another hall.)

D) Suspended Residency: The Department of Residential Life reserves the right to terminate or modify the terms of this contract when the Director of Residential Life or an authorized designee of the Director learns or determines that a resident has been charged with or convicted of a crime or crimes against persons, OR has engaged in conduct which threatened the safety or security of other residents, OR is likely to pose a risk to the safety or security of other residents in the future.

III. Contract Appeals

Residents seeking exceptions to this contract due to extenuating circumstances need to send a written appeal to the Director of Residential Life for consideration. Any abandonment of space without obtaining approval through the appeal process could result in the forfeiture of all monies paid for remainder of that semester and disciplinary action.

IV. Damages

- A) Residents are responsible for any damage within their room.
- B) Damages in the common areas (floor lounges, hallway and bathroom), not assigned to a specific resident may be divided equally among all the residents of the area or hall.
- C) Repairs: Students may not repair damages. All repairs must be made by Residential Life/Physical Plant personnel. If a student does repair damages, the student could be billed for Residential Life/Physical Plant repair work despite the quality of the work.
- D) Property Liability: The University will not be liable for theft, loss or damage to any property of the student including, but not limited to, loss from fire, flood, wind, power failures or acts of God. Students and their families are encouraged to carry appropriate insurance.

V. Cancellation of Contract

- A) Residents may be required to immediately and permanently vacate as part of University or Departmental disciplinary action. If the contract is cancelled due to disciplinary action, the resident will have their refund determined by campus & Board of Regents refund guidelines.
- B) If a resident wishes to break the term length of their contract they should review the Request for Release guidelines available on the Department's web page, and then complete and submit a Request for Release form. All release requests will be reviewed and applicants notified in writing of the decision.
- C) The University may terminate the contract for the following:
 - 1. Failure to pay housing bill or other charges due the University
 - 2. False statements made in application for housing
 - 3. Damage by fire, water, or the elements shall render the premises unfit for occupancy for a period in excess of thirty days. If alternate University-owned quarters are available, the student agrees to move to said alternate quarters. If such alternate quarters are not available, the student shall be entitled to a refund determined by campus & BOR refund guidelines.

My signature below indicates that:

- A. I agree to the policies stated in this Contract and have been given a *Residential Life Handbook and Planner*.
- B. I understand that failure to abide by any of the above standards may result in cancellation of this contract and/or disciplinary action.

Please answer the following questions by circling your answer:

Have you ever been convicted or currently under investigation for a sex-related crime? YES NO

Have you ever been convicted or currently under investigation of a felony? YES NO

SIGNATURE: _____ DATE: _____

STUDENT ID #: _____

RESIDENTIAL LIFE OFFICIAL: _____ DATE: _____
Printed name

RESIDENTIAL LIFE OFFICIAL: _____
Signature