

Snow College Residence Life Contractual Agreement for Housing and Food Services

Read all provisions of this contract before signing. You, the Student, are legally bound by these contractual terms upon signature, including an electronic signature. In signing this Agreement the Student accepts all Snow College standards and regulations and understands and accepts the conditions as outlined in this Agreement. Once signed, a contract can be terminated only under specific guidelines listed in the contract cancellation and contract release sections of the contract. Any exceptions to provisions must be approved by the Office of Residence Life and follow the stringent guidelines for departure.

All notices required under the Contract shall be sent to: The Office of Residence Life: 150 College Avenue, Ephraim, UT 84627, Fax: 435-283-7284, Email: housing@snow.edu.

Section 1

THE AGREEMENT

1. The undersigned, herein called the "Student," and Snow College, herein called the "Office of Residence Life," hereby enter into this Residence Life Contractual Agreement for Housing and Food Services.
2. No term or condition of this Agreement can be waived except in writing signed by an expressly designated official of the Office of Residence Life. No statement made by the Office of Residence Life or its agents is considered a waiver of any term or condition, whether expressed or implied.
3. Should any clause or portion of this Agreement be held invalid, all other portions continue to be in force.
4. The College reserves the right to refuse housing to any student who has demonstrated an unwillingness to abide by housing standards and policies and whom has demonstrated behavior which is incompatible with the maintenance of order and propriety in the Residence Halls.
5. Violation of this Agreement may result in a registration hold or other administrative action, as deemed appropriate by the Office of Residence Life or other College officials.

Section 2

ELIGIBILITY

1. Any person who is an enrolled student at Snow College with a minimum of 10 credit hours for each 15-week semester may occupy a room. Student agrees to vacate the assigned room within 72 hours upon loss of status as an enrolled student during the Agreement period.
2. Entering into this Agreement does not imply acceptance into any academic programs at Snow College.
3. Student's application for Housing is an irrevocable offer by Student to enter into this Agreement. Student is accepted for housing upon notification by the Office of Residence Life of a housing assignment, or other positive notification of acceptance, at which time this Agreement becomes a legally binding contract between the Office of Residence Life and Student. Student thereafter must abide by all the terms of this Agreement including but not limited to the obligation to pay for the full length of the Agreement.

Section 3

DURATION OF AGREEMENT

1. This Agreement may be for the Full Academic Year, Fall Semester Only, Spring Semester Only, or Summer Semester Only as indicated in the application process. Special arrangements may be made for occupation outside of contractual dates. Students applying for only one semester will need to reapply for subsequent semesters.
2. If Student is a continuing enrolled student, Student may leave personal belongings in his/her assigned room during Thanksgiving, Semester/Winter Break, and Spring Break, at no charge. However, Snow College is not responsible for theft, loss or damage to any items left in the Residence Halls.
3. **Full Academic Year Contract:** Student may move in on the designated move-in day before the beginning of Fall Semester and may occupy the room until 10:00 PM on the Sunday after Finals for Spring Semester.
4. **Fall Only Contract:** A Student requesting a Fall Only Contract will pay an additional \$150 above the regular semester room rate. Student may move in on the designated move-in day before the beginning of Fall Semester and occupy the room until 10:00 PM on the Sunday after Finals for Fall Semester.
5. **Spring Only Contract:** A Student requesting a Spring Only Contract will pay an additional \$150 above the regular semester room rate. Student may move in on the designated move-in day before the beginning of Spring Semester and occupy the room until 10:00 PM on the Sunday after Finals for Spring Semester.
6. **Summer Only Contract:** A Student requesting a Summer Only Contract may move in on the designated move-in day and occupy the room until 10:00 PM on the Sunday after Finals for Summer Semester.
7. **Semester/Winter Break:** A Student wishing to occupy his/her room will need to apply by December 1st to notify the Office of Residence Life that they will be staying for the break.
8. Students opting to stay for Semester/Winter Break in the Residence Halls must abide by all Residence Life policies and regulations as outlined in the Residence Life Handbook and in this Agreement. Students shall not host guests/visitors overnight during the Semester/Winter Break period.
9. Student is liable for all fees for the entire length of the Contractual Agreement regardless of occupancy.

Section 4

APPLICATION AND ACCEPTANCE PROCESS

1. Student must complete the online application for on-campus housing, pay the \$50 non-refundable Application Fee and \$150 Deposit Fee (\$100 of which is refundable) and agree to all contract terms. This action constitutes an irrevocable offer to live in Snow College housing in accordance with all the terms and conditions of this Agreement, the Residence Life Handbook and the Student Code of Conduct.
2. When the Office of Residence Life accepts the offer, Student will receive an email containing the signed contract. Students may then log into the housing application to review his/her room assignment.
3. Student may select his/her room through the online application process until July 31st, after which time the Student will no longer be able to select a room in the StarRez portal. Instead, the Office of Residence Life will select a room for the student considering the preferred

housing options selected in the application and current room availability at that time but the Student's preferences are not guaranteed and Student must occupy the assigned room.

Section 5

STUDENT RESPONSIBILITIES

1. Student agrees to abide by all terms of this Agreement and referenced documents including the Snow College Code of Conduct, Residence Life Handbook, the terms of the online Student Housing Application and any posted Residence Life procedures and policies including changes. "Posting" may occur through electronic notifications to the Student's College email address. It is the responsibility of the Student to know and comply with all such policies and procedures.
2. Student agrees to conduct him/herself in a manner that is conducive to promoting a positive environment for those students residing in the Residence Halls.
3. Student agrees to pay in full all housing and meal costs assigned by Snow College.
4. It is the responsibility of the Student to secure his/her room/apartment/suite at all times.
5. Student is responsible for any violations that occur in his/her assigned living space.
6. Student agrees to not damage the room or any other living area and to leave them clean and in their original condition when vacating the rooms. Student agrees that if he/she fails to do this he/she will be liable for all damages and repair or cleaning costs. Each student agrees that he/she will be individually liable for all damages that occur to a room unless he/she shows he/she was not responsible for the damage and who the responsible person is.
7. Student agrees to acquire renter's insurance or extended family insurance to cover his/her belongings. Student acknowledges that Snow College is not responsible for theft, loss, damage or destruction of Student's personal belongings.
8. Student agrees that he/she will live in the assigned room until the Office of Residence Life changes the assignment. Student understands and agrees that he/she cannot transfer to another room without approval of the Office of Residence Life, and cannot sublet his/her room assignment.
9. Student agrees to abide by the Guest and Visitation policy outlined in the Residence Life Handbook.
10. Student agrees to checkout properly with a Resident Assistant at the end of his/her contract, failure to do so will result in a \$150 improper checkout fee and subsequent fees for property removal, lost keys, damages to the living space, and other charges incurred.

Section 6

PAYMENT/DEPOSIT FEE

1. The Student must pay the \$50 non-refundable Application Fee and \$150 Deposit Fee when applying for housing. The \$50 Application Fee and \$50 of the Deposit Fee is not refundable. The Deposit Fee may be refunded only as outlined in Section 8 of this Agreement.
2. The Student agrees to be on a payment plan or paid in full, before the end of the 5th day of each semester. Failure to do so may result in, but is not limited to the following; administrative action, eviction, registration hold, etc. Student will still be liable for the entire contract amount even if actions such as eviction are taken.
3. The Student is responsible to contact the campus Cashier's Office prior to these payment deadlines to resolve any issues or concerns related to payment.

4. The Residence Hall housing \$150 Deposit Fee must be paid upon application. The Deposit Fee will be applied to the Student's account after Spring checkouts have commenced and charges for damages have been assessed.
5. The Student agrees that in the event of damage to the common areas of the building where they reside, including, but not limited to; stairwells, hallways, windows, doors, laundry rooms, etc., where the responsible party is not identified, it will be the financial obligation of all the building's occupants to reimburse the College for the costs incurred to repair.
6. If Student is not accepted for housing the Deposit Fee will be returned with notification of non-acceptance.
7. If any monies/Deposit Fees are refunded or returned, the monies will be sent to the Student's account. All monies/Deposit Fees that are returned to the student's account will first pay towards any outstanding balance owed to Snow College.
8. The Student must pay a \$5 Programming Fee during each semester that will be charged to the student's account. This fee goes towards programming and events for on-campus residents. This fee cannot be refunded regardless of cancellations.

Section 7

ROOM ASSIGNMENTS AND CONSOLIDATION

1. The Office of Residence Life will not discriminate in room assignments on the basis of race, color, creed, religion, national origin, disability or status with regard to public assistance.
2. Students with medical, psychological, learning or other disabilities desiring accommodations, academic adjustments or auxiliary aids should contact the Accessibility Resource Center located in the Greenwood Student Center, phone number 435-283-7321. The Americans with Disabilities Act (ADA) Coordinator at the Accessibility Resource Center (ARC) determines eligibility for and authorizes the provision of appropriate services and aids.
3. Room assignments will be selected by the student during the application processes. If the Student does not select a room by July 31st, the Office of Residence Life will assign a room considering the Students' selected preferences to the extent possible, however assignments based on Student's preferences are not guaranteed. Failure to honor preferences will not void this Agreement.
4. All room and building changes must be requested by Student in writing to the Office of Residence Life. Room changes are subject to a \$50 administrative fee for the first move, any subsequent moves will be \$100. All unauthorized room changes shall be subject to a \$200 charge to the Student's account in addition to other solutions such as requiring Student to return to the originally assigned room. Further details regarding room changes are available on the Residence life webpage.
5. The Office of Residence Life reserves the right to reassign or consolidate rooms in the interest of order, safety, health, discipline, disaster; best use of facilities for the good of the Residence Halls; or for unresolvable incompatibility of roommates.
6. Students living in the Residence Halls or a portion of a Residence Hall room dedicated to a certain group may be reassigned by the Office of Residence Life if their circumstances change.
7. The Office of Residence Life reserves the right to eliminate apartments, rooms or suites based on changes in occupancy and to reassign Student to another room.
8. Housing assignments are not transferable from one Academic Year to another. Students must reapply for housing each year or semester if a semester only contract was entered into.
9. The Student is required to live in the room to which he/she has been assigned, unless asked by the Office of Residence Life to move locations or a room change is approved as discussed above.

10. Students in a Fall Only Contract that leave belongings in his/her room after the Spring Semester has commenced will be assessed any applicable fees such as storage, cleaning, improper checkout, etc.

Section 8

CONTRACT CANCELLATION

1. Student may cancel the Agreement by submitting written notice of the cancellation via the cancellation/departure notification located online and submitted to the Office of Residence Life prior to checking out and paying the listed fees and charges. If seeking to cancel, Student must also arrange a checkout appointment with his/her Resident Assistant (RA), 24 hours in advance prior to moving out. Failure to do so will result in an additional improper checkout fee of \$150 and possible cleaning/repair fees or other fees and charges. Student will be held responsible for fees, charges, and any remaining contractual financial obligations for the semester listed herein.
2. Cancellation received prior to August 1 for Fall Only and Academic Year housing contracts; December 1 for Spring Only housing contracts; April 1 for Summer housing contracts will result in forfeiture of the \$150 Deposit Fee and \$50 application fee with no further housing charges.
3. The cancellation of this housing agreement does not automatically cancel any selected meal plans. Meal plans must be cancelled through Snow College Food Services by submitting a meal plan cancellation form to their office.

Cancellations Prior to Occupancy will follow the Cancellation Chart(s):

Fall Only Contract/ Academic Year Contracts (August-May)

Cancellation Date	Cancellation Fee	Description
Prior to August 1 (Prior to Occupancy)	\$0	Forfeit Deposit Fee and Application Fee
August 2-Move-in Day (Prior to Occupancy)	\$200	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee
After Occupancy up to Fall Midmester	\$500	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee
After Fall Midmester	100% of Contract	Forfeit Deposit Fee, Application Fee, pay total amount of contract
No Show 10 days after Move-in Day	\$500	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee
Academic Year - Cancellation of Spring portion of contract prior to December 1	\$150	Forfeit Deposit Fee, Application Fee, pay Cancellation fee (Short-term contract fee)
Academic Year - Cancellation of Spring portion of contract December 2-Spring Move-in Day	\$200	Forfeit Deposit Fee, Application Fee, pay total amount of contract
Academic Year - Cancellation of Spring portion of contract, After Occupancy up to Spring Midmester	\$500	Forfeit Deposit Fee, Application Fee, pay total amount of contract
Academic Year - Cancellation of Spring portion of contract, After Spring Midmester	100% of Contract	Forfeit Deposit Fee, Application Fee, pay total amount of contract

Spring Only Contract

Cancellation Date	Cancellation Fee	Description
Prior to December 1 (Prior to Occupancy)	\$0	Forfeit Deposit Fee and Application Fee
December 2-Move-in Day (Prior to Occupancy)	\$200	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee
After Occupancy up to Spring Midmester	\$500	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee
After Spring Midmester	100% of Contract	Forfeit Deposit Fee, Application Fee, pay total amount of contract
No Show 10 days after Move-in Day	\$500	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee

Summer Contracts

Cancellation Date	Cancellation Fee	Description
Prior to April 1 (Prior to Occupancy)	\$0	Forfeit Deposit Fee and Application Fee
April 1-Move-in Day (Prior to Occupancy)	\$200	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee
After Summer Move-In Day	\$200+ Prorated Daily Amount	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee, + Prorated Amount
No Show 10 days after Move-in Day	\$500	Forfeit Deposit Fee, Application Fee, pay Cancellation Fee

Section 9

CONTRACT RELEASE

1. All requests for contract releases must go to the appropriate committee for consideration; an application must be filled out and sent with the documentation and an explanation of the reasons for seeking contract release.
2. Failure to properly apply or provide all required documentation to the Debt Appeal Committee, or other committee as determined by the College, within 30 days of checking out will result in the total contract being charged to the Student's account.
3. Contract Releases are at the sole discretion of the Office of Residence Life and may be denied for any reason.

Section 10

CONTRACT TERMINATION/EVICTION

1. The Office of Residence Life may terminate this Agreement if the Student fails to comply with the terms of the Agreement, referenced documents or Snow College policies, rules and regulations.

2. In addition the Office of Residence Life may terminate this Agreement and give the Student written notice to quit the premises, for any of the following reasons:
 - Non-compliance with policies and regulations of the Residence Halls and with the directions of the Residence Hall Staff acting in accordance with their assigned responsibilities, and/or non-compliance with any federal, state or local laws or regulations, including Snow College policies, rules and regulations.
 - Damaging rooms or other Snow College property including damage caused by student's guest(s).
 - Behavior which interferes negatively with the living-learning environment of the Residence Halls.
 - False statements or misrepresentation by Student made in connection with the Residence Halls Application or Contractual Agreement.
 - Academic or behavioral discipline resulting in Student being suspended, expelled, the subject of a no-contact order preventing living in the residence halls, or otherwise barred from campus.
 - Non-payment of rent or food charges.
3. Upon notice of termination, Student must vacate the room and may not visit the Residence Halls without written permission of the Director of Residence Life.
4. The Office of Residence Life reserves the right to terminate this Agreement if Student drops below 10 credit hours or is not attending classes, fails to make payments as required or for any other violations of the terms of this Agreement.
5. No refunds will be granted to Students whose Agreement is terminated or if the Student is evicted, the Student will remain liable for the full cost of his/her Agreement.
6. Any Student who is evicted from on-campus housing or has his/her Agreement terminated for disciplinary reasons will not be eligible to live in or visit Residence Life Halls at Snow College in the future unless a formal appeal is made to the Office of Residence Life and approved.

Section 11

ROOM ENTRY/INSPECTIONS/SEARCHES

A. Office of Residence Life, as owner and operator of on-campus housing, reserves the right to control and monitor all portions of student housing to assure the safety of persons and other institutional purposes. The Student hereby consents to Residence Life personnel and its designees entering Student's room for the following reasons:

1. Without notice when there is a clear or apparent emergency, such as fire, serious injury (including a report or belief thereof), or when a danger threatens persons or property.
2. Without notice when there are health and safety reasons including reports or reasonable suspicion of violations of law, College policies, procedures and rules, or this Agreement.
3. For routine maintenance or safety and sanitation inspections. Any such inspections or entry, except in the case of emergencies, shall be announced in advance by the posting of a notice or via e-mail notification. The Student's absence will not prevent the carrying out of such maintenance or safety inspections. Inspections may take place without notice during break periods when rooms are not supposed to be occupied including the Semester/Winter Break.
4. When Student has requested a repair or filed a Maintenance Request, authorized personnel may enter in Student's absence for the purpose of making the repairs.

5. In order to secure the buildings, Residence Life staff will enter and check all resident's rooms during the semester breaks without notice.
6. If a roommate/suitemate moves out of a room, a member of the Residence Life staff may enter the room following the completion of the move to inspect for damages and insure space is suitable for a new occupant.
7. To verify that rooms are prepared for new occupants if a vacancy occurs.

B. The common areas of all buildings, including but not limited to entrances, lobbies and hallways, may be under surveillance or electronic monitoring and are accessible to Snow College officials and its Public Safety officers. Student and guests should expect no right to privacy in any such common areas.

Section 12

FOOD SERVICES

A. Students living in a Sleep Study (Traditional style) unit or the Suites at Academy Square (non-cooking rooms) are required to have a meal plan each semester.

B. Students that fail to obtain a Student ID card or otherwise fail to utilize Food Services funds on his/her card will still be charged and will receive no refunds.

C. Meal plans are non-refundable and are based on a "meals/swipes per week system". Swipes do not roll over and are reset every Sunday evening during the semester. Student shall select his/her desired meal plan within the housing application from the following options:

- Plan A: Seven (7) meals/swipes per week
- Plan B: Twelve (12) meals/swipes per week
- Plan C: Seventeen (17) meals/swipes per week

D. Students who have chosen a non-cooking room who also fail to select a meal plan within the housing application will automatically be placed into Plan A.

E. Snow College reserves the right to adjust meal hours and service locations.

F. Snow College does not provide meals on most holidays, holiday weekends, breaks or summer.

Section 13

APPEALS

- A. Students have the right to appeal disciplinary or financial consequences. Appeals must come in the form of an application, located online, timely submitted. Students shall consult the policies, rules and regulations for details and timelines of appeals.

Section 14

FORCE MAJEURE/UNCONTROLLABLE CIRCUMSTANCES

College shall not be in default of this Agreement if delays in or failure of performance shall be due to circumstances beyond the reasonable control of the College (“Uncontrollable Circumstances”). Such Uncontrollable Circumstances shall include, but are not limited to: an act of god; war (declared or undeclared); sabotage; vandalism; theft; cyberattacks; riot; insurrection; civil unrest or disturbance; military or guerilla action; public health emergency, epidemic, pandemic (e.g. Novel 2019 Coronavirus); terrorism; economic sanction or embargo; travel bans; airline stoppages; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; order of any governmental authority; the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued). If College is rendered wholly or partly unable to perform its obligations under this Agreement because of an Uncontrollable Circumstance or the Agreement becomes impossible or impracticable, or its principal purpose is substantially frustrated because of an Uncontrollable Circumstance, the College shall be excused from the performance impacted by the Uncontrollable Circumstance and may terminate the Agreement, upon providing notice to the Resident, without being subject to any damages or fees without limitation. Pro-rated refunds shall be provided in such an instance and Student agrees that such refunds shall be their sole remedy in the event of an Uncontrollable Circumstance.