OFFICE OF HOUSING AND RESIDENCE LIFE
SALISBURY UNIVERSITY
RESIDENCE HALL CONTRACT

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RESIDENCE HALL PHILOSOPHY

Residence Life programs and policies value the unique backgrounds and rich cultural experiences students share in a residential community. The learning in such a community is built upon respect and honest dialogue among its members. Behavior that fails to respect the dignity of individual(s) or the diverse qualities of groups is therefore unacceptable. The Residence Life Program at Salisbury University exists to provide students with a home away from home that has safety features and is maintained and managed to foster student growth and development as mature, responsible adults. The University assumes a level of maturity in the students in their individual residence halls and encourages self-government supported by the assistance of the residence life staff and in accordance with the policies of the Board of Regents of the University System of Maryland and Salisbury University. The University does not construe its role in housing to be a custodial one, nor does it presume to stand *in loco parentis* (in the place of parents). Since students enroll in the University for primarily academic reasons, the University assumes that the residents are capable of self-direction and responsible decision-making.

Students come to the University from varied backgrounds, bringing with them already developed lifestyles; therefore, the Residence Life staff envisions its role as a supportive one. By giving assistance when asked and planning programs that correlate with students’ needs, it is the University’s belief that the students’ potential can be attained intellectually, socially and psychologically. It is also the University’s belief that the rights of all students must be protected and that an atmosphere conducive to the educational goals of the University must be maintained within the residence halls.

UNIVERSITY RESPONSIBILITY

The University will provide the student with a campus residence during the term of this contract and will provide programs and activities that will contribute to the student’s educational, social, recreational and cultural enrichment. The University also has the right to reassign students when deemed necessary and in the best interest of the institution.

PROVISIONS OF CONTRACT

The person who agrees to be a registered student, hereinafter called "the resident," and Salisbury University, hereinafter called "the University," hereby enter into the contract based upon the terms and conditions of the contract. Acceptance of the contract does not guarantee assignment to a specific room.

ELIGIBILITY FOR RESIDENCY

Undergraduate students who are matriculating for a degree at the University and who are registered for 12 semester hours or more may reside in the residence halls. **Full time students considering withdrawing from a course that will leave them with fewer than 12 active credits must meet with the Assistant Director of Housing and Residence Life prior to adjusting their course load.**
These students will be placed on Residence Life Probation and may be at risk of contract termination. Exceptions will be made on a case-by-case basis.

**RESIDENCY REQUIREMENT**

Salisbury University has a two-year residency requirement for all 1st time freshmen through their second year. On campus housing at University Park is an option for students entering their sophomore year. Students beginning in the fall semester are required to live in campus housing for four semesters and students beginning in the spring semester live on campus for three semesters. Students can request an exemption through the Office of Housing and Residence Life based on the following criteria:

- **Geographic** – Students living at home with their parents, legal guardian, or immediate family over the age of 21 in Wicomico, Worcester, Somerset, Dorchester, or Sussex (DE) counties
- **Age** – Students who at the time of enrollment are at least 21 years of age
- **Status** – Students who are married or caring for dependent children, or students who have completed military service.

At the end of the first year of on-campus residence, students can also be considered for an off-campus exemption if they have achieved a 3.5 cumulative GPA, have a clean student conduct record and will have completed at least 30 credits of study at SU.

*Petition for Exemption*

*The incoming student must submit a written letter of appeal to the Associate Director of Housing and Residence Life. Appeals may be submitted to: house@salisbury.edu.*

**CONDITIONS OF RESIDENCY**

Only a student officially assigned to a room may reside there. No additional tenant may occupy or share the room with the student. Under no circumstances may a student sublease a room, or any portion of it, to another person.

**DURATION OF THE CONTRACT**

*Incoming freshmen students:*

This two year contract is a financially and legally binding agreement in effect through 2017. The first year may be a 10-month contract through May 2016. The second year of residency may be a 12-month contract in Sea Gull Square or University Park (July 2017).

*Returning Students Assigned to Chesapeake Hall, Dogwood Village or St. Martin Hall:*

This contract is a financially and legally binding agreement in effect for the full academic year, ending with the conclusion of the spring 2016 semester.

*Returning Students Assigned to Sea Gull Square or University Park Apartments:*

This contract is a financially and legally binding agreement in effect for the full academic year, ending with the conclusion of the July 2016. *Students returning to on-campus housing for their*
sophomore year desiring to live in University Park will complete a second contract with the University Park leasing office.

This is also the contract used for summer session or winter term, whichever is applicable, or any prorated portion thereof. This contract does not provide housing during recess periods (see University calendar; examples include but are not limited to: Thanksgiving Break, Winter Break and Spring Break). Returning to a residence hall at any time during a break is considered trespassing and will be dealt with accordingly, with the exception of students with 12-month contracts.

Due to specific program commitments, it is not possible to check in earlier than the date and time stated. Any request for an exception to this policy must be forwarded via e-mail to the Assistant Director of Housing and Residence Life at house@salisbury.edu. Residents who are not approved for an early arrival will incur a nightly fee and may face student conduct action.

With the exception of Sea Gull Square and University Park, at the end of the fall semester, students must check-out with a member of the Residence Life staff. The check-out must occur within 24 hours after the student’s last exam and/or 7 p.m. on the last day of final exams. **Students residing in the residence hall slated for Winter Term Housing may be asked to remove their belongings between the fall and spring semesters to accommodate winter term assignments.** At the end of spring semester, all belongings must be removed and the check-out procedure followed. Failure to comply may result in additional housing charges being posted to your student account. In the case of emergency repair or maintenance, the University reserves the right to direct students in any of the other buildings to similarly remove their belongings.

**EFFECTIVE DATES**
The contract becomes effective when it completed by the student, received by the Office of Housing and Residence Life and duly executed.

**MEAL PLAN REQUIREMENT**

With the exception of Chesapeake Hall and Sea Gull Square residents, all students residing on campus are required to have either the A or B meal plan. For detailed meal plan information, visit Dining Services at www.salisbury.edu/dining.

*Chesapeake residents who are granted a room change request to a building other than Chesapeake are required to choose the A or B meal plan if not already committed to one of these meal plans. Failure to do so will result in an automatic change to the least expensive plan.*

**CONTRACT TERMINATION BY UNIVERSITY**
The contract may be terminated by the University for breach-of-contract for the following:

1. Student fails to pay charges when due. Bills not paid by due date may result in deregistration and cancellation of housing.
2. Student fails to comply with all the rules and regulations of the residence halls, civil laws or University Code of Conduct.
3. Fire or disasters make the room unlivable.
4. The student falls below 12 credit hours (see Eligibility for Residency, above).
5. The student fails to register for minimum of 12 credits, 7 days prior to the start of the semester.
6. The student fails to occupy the assigned space or notify the Housing/Residence Life Office of late arrival by 4 p.m. on the scheduled move-in day.

Cases in which the University could terminate a student's housing contract because of his/her conduct on or off campus may be brought to the attention of the Office of Housing and Residence Life by any member of the University community. These cases will be referred to the Office of the Dean of Students for student conduct review, and adjudication. In all situations, procedural due process is followed. Appeals shall be directed to the Dean of Students for final disposition. Students are entitled to no more than one appeal review.

**Students who lose the privilege of living on campus for disciplinary reasons are not eligible for refunds for their room cost.** Information regarding student conduct procedures can be found in the Student Code of Conduct, the Office of Housing and Residence Life, and the Office of the Dean of Students. Additionally, if a student’s housing contract is cancelled for disciplinary reasons the student will have 24 hours to vacate his/her residence or follow the instruction of the Dean. A minimum fine of $25 will be imposed if this deadline is not met.

**RATES AND REFUNDS**

**New Students** (freshmen and transfer, entering in the fall or spring semesters)

Students who are coming to SU for the first time and cancel their admission must additionally let the Housing Office know in writing. New students are not eligible for a refund of the Admission deposit. Transfer students who remain enrolled at SU but decide to cancel their housing contract and move off-campus will be charged an $800 breach-of-contract fee. Students wishing to transfer to University Park may appeal for special consideration unless you have requested to live in Sea Gull Square.

Students eligible to receive an exemption from the two-year residency requirement that at first choose to live on campus and then petition to remain at home after May 31st (or October 31st for the spring semester) are subject to an $800 breach-of-contract fee, should the exemption be granted.

Mid-year exemptions will not be permitted, as students have committed to a year-long contract.
Returning/Current Students

Students desiring to cancel a contract for the upcoming academic year:

Should a student decide to cancel their contract for the upcoming year, the following timeline exists:

1. Cancellation requests received by May 1st - the breach-of-contract fee will be waived.
2. Cancellation requests received on or after May 2nd - $800 breach-of-contract fee will be assessed. If the campus vacancy created within the residence halls by your cancellation is not contracted by the freshmen move-in date, the student will be assessed a rate equivalent to a semester room expense in addition to the breach-of-contract fee.

Students desiring to cancel a contract mid-year (for the spring semester):

TYPE A: (Separation from Salisbury University)
1. Students who have applied for December graduation.
2. Student teachers or those involved in full-time internships for University credit, beyond a 20-mile radius of campus.
3. Students studying abroad for University credit.
4. Students transferring or withdrawing from the University.

Petitioners, who meet one of the aforementioned reasons and requesting to be released from their housing contract, must complete a contract cancellation request in the Office of Housing and Residence Life.

- Requests received by October 31st - the breach-of-contract fee will be waived.
- Requests received on or after November 1st - $800 breach-of-contract fee will be assessed. If the campus vacancy created within the residence halls by your cancellation is not contracted by the freshmen move-in date, the student will be assessed a rate equivalent to a semester room expense in addition to the breach-of-contract fee.

TYPE B: (University Park)
This excludes students who are assigned to Sea Gull Square.
Students who wish to move to University Park may petition for special consideration by October 31st. Petitions received after October 31st, if granted, will be assessed the $800 breach-of-contract fee.

TYPE C: (Off-Campus)
This excludes students who are assigned to Sea Gull Square.
Any resident student moving off-campus but remaining at Salisbury University will automatically be assessed a breach-of-contract fee ($800) regardless of the housing cancellation date. They will also be subject to an amount equivalent to the amount of the remainder of their contract if the university is unable to fill their vacancy. Vacancies are filled in date order of cancellation.
Students who are released for the spring semester must vacate their residence hall 24 hours after their last final exam or the date which the residence halls close by 7 p.m., whichever comes first.

Cancellation Procedures
Any cancellation notice and/or appeal, whether from a new student or a current student, must be submitted to the Office of Housing and Residence Life and include the following:
- Student’s name
- Student’s SU ID number
- The specific reason for termination (transfer, withdrawal, moving off campus, etc.)
- An indication of whether or not the student will remain enrolled at the University.

Appeals for breach-of-contract fees can be made in writing by the student to the Office of Housing and Residence Life. Once a student cancels the housing contract he has the right to request to withdrawal the cancellation request within two days to remain eligible as an on-campus student.

Refund Policy for Room Cost for Entire Semester
The University has established a refund policy. Please be aware that the student who checks in and stays even one day may incur a daily room charge for the number of days and a breach-of-contract fee. To view the current refund schedule, please visit: [http://www.salisbury.edu/cashiers/refunds.html](http://www.salisbury.edu/cashiers/refunds.html).

STUDY ABROAD
Students, who in the spring semester will be studying abroad, doing an internship, or student teaching, as outlined above, are guaranteed housing in the fall semester immediately following their lapse in residency. However, these students must notify the Housing Office in writing of their desire to live on campus in the fall by January 1st and provide the office with information on how to contact them regarding housing sign-up.

The same process applies for students who study abroad in the fall and require spring housing. If these students wish to continue to live on campus in the spring semester after their fall experience, they need to contact the Housing Office by May 1st and provide contact information so that they can be sent sign-up materials.

ACCESS TO ROOMS and SEARCH OF ROOMS
Housing and Residence Life staff, maintenance and custodial employees may enter student rooms for general inspections, to make repairs, and to perform preventive maintenance. Random health and safety inspections occur throughout the year and preceding breaks. These inspections involve the observation of items and furniture visible in the room and do not allow for the search of the students’ personal property.
Every effort is made to notify students ahead of time and to have students present during the inspection. However, if schedules do not coincide, the inspection will proceed. During Thanksgiving, winter term and spring break, all residence halls (except Sea Gull Square) are locked down. However, University personnel enter student rooms for preventive maintenance on a pre-determined schedule. Personal belongings are left at one’s own risk.

Additionally, the University reserves the right to enter a student room when a perceived condition exists where the community’s health and safety are determined to be at risk. Examples include but are not limited to a smell of smoke, a suspected violation of the Code of Conduct or Housing Contract, and/or violation of local, state and /or federal law. The University reserves the right to cooperate with appropriate law enforcement agencies to conduct a room search in emergency situations or when all legal requirements for the search have been met.

**LOSS OF PROPERTY**
The University, its officers and employees assume no responsibility for the loss, damage or destruction of students’ personal property unless such loss, damage or destruction is the proven result of direct negligence by the University. Damage to student property caused by another student's carelessness is the responsibility of the student causing the damage, not the University.

**Students are encouraged to insure personal property under their individual homeowner’s policy or a renter’s policy. The University is not responsible for personal items left behind following check-out.**

**ABANDONED PROPERTY**
If a student leaves personal items behind after checking out of a residence hall the property will be collected by Housing staff and stored for a period of 30 days. After this time, the property will be disposed of and a minimum fine of $25 per item may be assessed to the student’s account.

**ASSIGNMENT POLICIES AND PROCEDURES**

**First-Time Residents**
The date the University receives the student’s admissions deposit becomes the *Admissions Deposit Paid Date*. Living Learning Communities are assigned first, followed by all other applications. The assignment process itself is then automated and the *Admissions Deposit Paid Date* determines the order in which the assignments are made.

Assignments are sent the middle of July (for the fall semester) and mid-January (for the spring semester). There is no guarantee that a roommate preference will be met. Both roommates must list each other by student ID number on their housing applications in order for the system to even consider them as a potential match.
Be advised that students whose **Admissions Deposit Paid Date** placed them at the end of the housing list may be placed in an over-assigned space. As vacancies occur, students are moved into those open spaces. If an insufficient number of vacancies occur, then the initial assignment becomes the permanent assignment for the semester. The Residence Hall Information Book provides detail about the over-assigned spaces.

All housing and room assignments are made by the Housing and Residence Life Office in full compliance with the University’s policy of non-discrimination.

**It is the student’s responsibility to ensure that the University has the correct mailing address, e-mail address, and phone number, including a cell phone number if possible, for all official correspondence relative to bills, housing assignments, etc.**

**Wait-listed Students**
The Admissions Office places students on a wait-list for housing by **Admissions Deposit Paid Date**. If a vacancy occurs, an offer is made to the next student on the wait-list. Additionally, offers may be made for an initial assignment to an over-assigned space with the same parameters as listed above. *The old wait-list does not roll over to the subsequent semester.*

**Returning/Current Students**
Each year, the assignment process varies, depending on the variables presented by the demographics of the students currently living on campus and the university’s housing philosophy.

During the fall semester, students currently living in the residence halls who wish to reside on campus for the next year are required to complete a new online ‘housing preference’. Those who are eligible to complete the housing preferences, accompanied by the housing deposit, within the designated time are guaranteed on-campus housing during the following year.

Students will be assigned a random number and assignments will be made using this random number. The random number may be used in the event of a tie during the assignment process.

The following students are *ineligible* to apply for housing:
1. Students who have failed to earn a 2.0 GPA by the time they have accrued 60 credits.
2. Students who have lived in a residence hall for a total of eight semesters. (Exception: Seniors who will graduate in December are eligible to apply for fall housing.)
3. Students who have completed a Baccalaureate program

**CONDITION/DISABILITY INFLUENCING ASSIGNMENT**
The online “housing preferences” contains a section where students may mention any condition/disability that should be taken into account during the assignment process. Students with special needs or conditions may be asked to forward verification of the condition from the
appropriate health care professional to the Office of Housing and Residence Life. We reserve the right to consult the Director of Student Health Services or the Disabilities Coordinator, who will make an evaluation in confidence and recommend the appropriate assignment. The recommendation will be acted on as space is available. All sensitive medical information may be retained in Student Health Services or Disability Support Services.

ROOM CHANGES
Room changes may occur beginning the third week of each semester. In this case, it is the student’s responsibility to identify the proposed change. All impacted residents must agree to the student-initiated move. Residence life staff will approve the final arrangement. Room changes between semesters will be permitted on a case-by-case basis, with a priority given to documented roommate conflicts. The deadline to request a room change for the upcoming spring semester is December 15; however, any requests received after December 1 will be considered on a case-by-case basis. Interested students must fill out a request form with their building director. Immediate room changes will not be considered during the last three weeks of the semester.

No request for a change is guaranteed to be fulfilled. Students living with an individual leaving the University between semesters (i.e., a December graduate, transfer, academic dismissal, etc.) will be assigned a roommate during winter break and receive that assignment mid-January by mail. The University reserves the right to reassign students if a room, cluster, floor or larger unit can be closed or converted for another purpose in the best interests of the University. Rates will be adjusted accordingly.

STUDENT RELOCATION
The University reserves the right to relocate a student or students involved in an incident that disrupts a room, suite, apartment, a floor or building community. Space availability is limited; therefore the student(s) relocated is(are) typically not given a variety of options and is(are) financially responsible for any differences in rates for the new space. Relocation may be immediate based on the severity of the incident and in most cases will precede the student conduct process.

WINTER TERM AND SUMMER SESSION HOUSING
Winter and summer housing is limited, so to ensure housing, students must sign up in the Housing Office prior to the start of the winter and summer sessions. Students who fail to follow this timeline will not be guaranteed housing and on-site registration is done on a first-come, first-served basis. All policies and regulations governing the regular academic year are in full effect during these sessions.

*Students assigned to the designated winter term hall must remove all their belongings between the fall and spring semesters to accommodate winter term assignments.
**DAMAGE ASSESSMENT**
The student is responsible for any damage, misuse or theft of University property in the room and is required to pay for the replacement cost or repair costs (including reassembling dismantled furniture) when applicable. The student is also responsible for calling Facility Repair (410-677-3097) to report the damage so that a work order for repair can be issued. Online work order requests are also accepted: http://www.salisbury.edu/physplant. The costs of damages to public areas and other portions of a hall may be determined and divided among the residents of the area affected, e.g., cluster, floor, or building. Depending on the nature of the damage, other sanctions may be assigned through the student conduct process. The minimum fine shall be $25 per individual. Appeals for damage fees must be made by the student in writing to the Associate Director of Housing and Residence Life. Appeals submitted after the outlined deadline will not be considered.

**ADDENDUM - CHESAPEAKE HALL**
1. Residents are individually and collectively responsible for maintaining a sanitary environment within their apartment.
2. Residents are responsible for the provision of all supplies needed to fulfill their cleaning responsibilities and for the routine operation of their apartment.
3. Failure to maintain an adequate level of sanitation in the apartment will be considered a breach of the contract by those person(s) held responsible and will provide sufficient cause for the University to terminate the contract(s) and to impose any related fees.
4. Residents are individually and collectively responsible for cleaning the common areas and bathrooms prior to checking out of their rooms.
5. Hanging anything on the railing is prohibited. Placing personal belongings outside of your room is also prohibited. Violators will be warned. Subsequent incidents will result in disciplinary action.
6. Residents are responsible for the condition of all University supplied common area furniture, appliances, and trashcans.

**ADDENDUM – SEA GULL SQUARE**

**New Contracts:**
Sea Gull Square contracts are 12-month, financially and legally binding contracts. The term for the 2015-2016 contract is August 29, 2015 to July 31, 2016. Residents of Sea Gull Square will be allowed to remain in their assigned room during the duration of the contract. Check-in will take place upon the designated move-in day and Residence Life staff will inspect and check-out the resident upon completion of the contract period. **Transfer from Sea Gull Square to another residence hall on campus is not permitted during the contract period.**

**Contract Renewals:**
Sea Gull Square residents deciding to renew their contracts will not be required to move out. Effective dates for contracts that are renewed are July 31, 2015 to July 31, 2016 at 12 noon.
Those choosing to renew will be provided an opportunity to change apartment assignments if desired.

Residents requesting to change apartments within the building or move from room to room within an apartment may be required to pay an internal move charge, to be determined by the Housing Office. Those granted an internal move request will be required to switch rooms on either August 4 or 7, 2015. Before the end of the academic semester, you will be notified which of these two dates your move will take place. Please reserve both days so that you are available on your date. Failure to move during these specified dates will result in a forfeit of the move and the resident will remain in their previously assigned apartment.

*Residents moving out for the spring semester must completely vacate their space by Monday, January 11, 2016 at 12 noon.*

**Additional Remarks:**

1. Residents are individually and collectively responsible for maintaining a sanitary environment within their apartment during the course of this contract. If, during the course of health and safety inspections, the unit is found to be unsanitary, resident will be given 24 hours to correct. If the problem persists for 24 hours, Housekeeping staff will clean and resident(s) will be charged for the service.

2. Commons Areas (Bathrooms/Kitchens) will be cleaned twice a year (once during winter break and once during the summer months). Residents are required to remove all personal belongings from these areas on the designated dates. All dates will be communicated to the students’ SU e-mail address (i.e., @gulls.salisbury.edu).

3. Residents are responsible for the provision of all supplies needed to fulfill their cleaning responsibilities and for the routine operation of their apartment.

4. Failure to maintain an adequate level of sanitation in an apartment will be considered a breach of the contract by those person(s) held responsible and will provide sufficient cause for the University to terminate the contract(s).

5. Residents are individually and collectively responsible for cleaning the common areas and bathrooms prior to checking out of their rooms.

6. Placing personal belongings outside of your apartment is also prohibited. Violators will be warned. Subsequent incidents will result in disciplinary action.

7. Residents are responsible for the condition of all University supplied furniture, appliances, and trashcans.

8. All Sea Gull Square apartments are fully furnished. Residents are not allowed to bring additional furniture into any apartment. Bedrooms feature a double bed, dresser, desk, and desk chair. Kitchens include full size refrigerator, dishwasher, microwave, oven/stove, and dining area/chairs. Common living areas include two (2) couches, coffee table, and entertainment stand.

9. **Hanging televisions on any wall is not allowed.** Additionally, nailing or screwing anything into a wall is not permissible. All housing guidelines previously described in the contract regarding decorating apartment/rooms is applicable to Sea Gull Square.
10. Residents are not permitted to remove any furniture from any common area lounge or location.

11. Residents will be allowed a maximum of 2 guests each. Exceeding this number in any apartment will result in disciplinary action. Residents must also communicate with each other about overnight guests. At any time a resident may request that the guest of another roommate leave the apartment and that guest and resident must comply.

12. Residents are not allowed to use any bathroom or kitchen sink or tub as a common source alcohol container. Additionally, large parties will result in an immediate higher level discipline and could result in the housing contract being terminated.

13. Residents are subject to the Salisbury University Code of Conduct and Housing and Residence Life’s student conduct process during the full period of the contract, regardless of summer or winter class enrollment. Failure to behave accordingly could result in contract termination.