



# Bryant University

Office of Residence Life

## TERMS AND CONDITIONS OF THE OCCUPANCY AND BOARD CONTRACT

### A. GENERAL PROVISIONS

This agreement is subject to all provisions of the Bryant University student handbook and all other rules and regulations of the University as may be in effect at any time. Such provisions and such rules and regulations are expressly incorporated by reference in this contract.

**1. Eligibility** – In order to live in University residence halls, a student must be classified as a full-time undergraduate student registered for at least 12 credits per semester. Exceptions may be reviewed by the Director of Residence Life.

**2. Terms of Contract** – This contract is for a period of one academic year. Non-townhouse residents must vacate halls for specified periods of time, such as vacation or holiday periods and at the conclusion of each semester. This agreement remains in effect during vacation, holiday periods, and other periods of time when the University is closed. Thus, if a student, for whatever reason, remains in the residence halls, appropriate action may be taken under disciplinary provisions of the student handbook. The University reserves the right to institute additional policies as needed during the periods of time that the University is closed. Students wishing to cancel their housing must do so prior to the start of the semester in order to receive a refund. Cancelling after the start of the semester will result in continuing to be charged the full semester's housing cost.

**3. Deposit** – For returning students, there is a \$300 nonrefundable room reservation deposit due by the Friday prior to Spring Break. If a student places the room deposit on time and selects or is assigned to a room during the housing selection process, he/she is guaranteed a space for the forthcoming academic year. Students who fail to pay a deposit and/or go through the housing selection process by May 1 will not be guaranteed a space for the forthcoming academic year. Students on Probation may not have equal priority with students in good standing. Commuter students wishing to move on campus are placed on a space available basis and should pay a housing deposit when instructed by Residence Life.

Additionally, there is a \$400 damage deposit due prior to entering the residence halls. The \$400 deposit remains on file throughout the student's residency, should a student withdraw and re-enter housing, the student would need to ensure the damage deposit is again made. The balance of this damage deposit is returned, less any charges, when the student permanently leaves the residence halls. Students will be charged for any damages that exceed their damage deposit.

**4. Room Assignment** – Although every effort is made to accommodate the specific requests of all students, the Office of Residence Life reserves the right to change room assignments whenever necessary. The University reserves the right to assign additional students to a room when demand for housing exceeds the spaces available. Placement into these over-occupied rooms is determined by date of deposit to the University. In such cases the residents of that room will be billed a reduced room rate until additional space is available. If space becomes available and students choose not to "detruple," they will each be billed for the regular room rate once the offer has been made by the University.

Students may also choose to "triple" in a double room or "double" in a single room.

There are no room changes allowed in the first two weeks of the semester. Students wishing to make a room change between the fall and spring semesters must pack and move their belongings prior to the closing of the residence halls for winter break, or may be required to return to campus on designated "room change days" prior to the opening of the residence halls for the spring semester to move their belongings. Any student unable to meet these requirements for moving may be ineligible for a room change. All room changes must be discussed with and approved by the Area/Resident Director. The Office of Residence Life discourages the belief that room changes are always the best way to resolve roommate issues. When a student requests a room change because of roommate conflicts, the RA or RD will ask that an honest effort for mutual adjustment be made for a period of time. They may also require that a roommate agreement be drafted and adhered to for that period of time. Should any student attempt to force another occupant to move out by creating, perpetuating, or instigating conflict, the Office of Residence Life reserves the right to determine which student may or will be relocated. Permission for a room change will not be given on the basis of mere preference. A fine may be assessed, and a referral for judicial action may be issued, for any room change not approved by the Office of Residence Life. Room changes will be approved on a space available basis.

Should a vacancy occur in a room, suite, or townhouse, the Office of Residence Life reserves the right to place a student into that space. Should any room, suite, or townhouse occupant attempt to intentionally mislead, deny, or dissuade a potential new occupant from moving in, disciplinary action and review of housing status may result.

Additionally, any vacant room space must be left in move-in condition for a new occupant. Should any remaining residents choose to place belongings in,

on, or around the vacant space, they are required to remove their items and make the room ready for occupancy immediately upon request by the Office of Residence Life.

If a student moves rooms, withdraws from housing, takes a leave of absence, graduates, or vacates residency on campus for any reason, he/she must immediately remove all belongings from the residence halls. If any belongings are left behind, they will be deemed as trash, and Bryant University reserves the right to remove and discard that property without compensation to the owner.

**5. Keys** – Room keys will be issued to each student at the beginning of the occupancy period. Students are expected to carry their keys with them at all times. Keys may not be transferred, duplicated, or given to others. Lost keys must be reported to the Lock and Key Coordinator at the Office of Campus Management. Cost of replacement will be borne by the student and will not be deducted from the student's damage deposit. The university will not be responsible for any damage or personal injury to any student or guest or to their property that results from a failure to immediately report lost or stolen keys.

**6. Meal Plan** – All non-townhouse resident students are required to participate in a University meal plan of 7 or greater. Students who fail to indicate which meal plan they prefer in the assigned time frame for their class year will be assigned a "14" meal plan. All changes to meal plans must be made during the first week of class. No meal plan changes will be honored after the end of the meal plan change period.

**7. Storage** – Storage space on campus is not available for students' belongings.

**8. Move In/Move Out** – Every student must check in formally in the beginning of the semester and check out properly at the end of each academic year. The online Room Condition Report is used by Residence Life as a basis for assessment of charges due to damage or loss, and must be reviewed by each resident student at the onset of occupancy each academic year. Failure to review the online Room Condition Report upon occupancy will not be basis for an appeal to damage assessment. Students are expected to leave their living areas in the same condition as they were when they moved into the residence hall and will be charged for any failure to meet this expectation.

Students must remove all personal property from the residence hall at the end of the academic year. Bryant University is not responsible for property left in the residence halls after closing.

### Early Arrivals/Late Stays

The University does not allow students to arrive or move in prior to or remain in the residence halls

after the designated dates and times for their class year. Students required by the University to be on campus prior to fall opening, during breaks, or after hall closing for athletic training, work, or leadership training, must have approval of Athletics or their Faculty/Staff supervisor, as well as the Office of Residence Life. Student rooms will be entered unannounced during these periods by University officials to complete necessary inspections, inventory, and maintenance tasks. The residence halls and townhouses will be alcohol-free regardless of age, and guests are prohibited during early arrival and late stay periods.

**9. Insurance and University Liability** – As stated in the “Student Handbook,” the University is not responsible for damage to personal property by water, fire, theft, or any other cause, or for any property left in the halls upon closing. In addition, I agree that I am aware of and have had the opportunity to enroll in the “Student Personal Property Plan” (www.nssi.com) offered by the University to supplement any homeowners or rental insurance my family may maintain. Applications can be obtained through the Office of Residence Life.

The University assumes no responsibility or liability for any damage to property or personal injuries caused by the intentional, willful, or malicious conduct of students, including and without limitation to such conduct as fighting, wrestling, vandalism, horseplay, etc.

**10. Guests** – A resident may have no more than one guest at any one time. Overnight guests (including other resident students or off-campus guests) may visit for no longer than two consecutive nights within a given week, except by permission of the Office of Residence Life. Guests must also be properly registered with the Department of Public Safety. Guests under age 18 must clear their visit with the Office of Residence Life before 12 p.m. the Thursday prior to the guest’s arrival. Students will be held responsible for the conduct of their guests. Residents must remain with their guests at all times while on-campus. The privilege of entertaining guests is a negotiable agreement between roommates. Guests are not permitted during the first weekend of the fall semester, the weekend designated Spring Weekend, the Finals period, winter session, or during break periods. The University reserves the right to prohibit guests during other designated periods of time.

The hosts are solely responsible for the safety of their guests. Additionally, students must take all measures to protect fellow students from their guests’ illegal, improper, or unruly actions. Hosts are held fully responsible for any such conduct and may be subject to financial damages and/or disciplinary action for any breach of this responsibility.

**11. Laundry Facilities** – Laundry facilities are located in all residence halls, the townhouse utility room, and in townhouses E and H through P. The University will not be responsible for damage to or loss of personal property associated with the use of

laundry facilities or for items left unattended in the laundry rooms.

**12. Entry/Inspection** – University personnel may enter students’ rooms to perform routine maintenance during normal working hours whether or not the resident is present. Residence Life staff will inspect rooms, suites, and townhouses each month, and prior to or during all university breaks. The University reserves the right to designate which areas can and will be inspected, including exposing areas that have been covered/obstructed by students. The purpose of inspections is to detect damages, verify furniture inventory, report repairs needed, and check general cleanliness, as well as fire, health and safety standards.

When a representative of Residence Life, Student Affairs, Campus Management, Public Safety, or the Fire Department seeks access to a student’s room for any legal purpose, reasonable effort will be made to notify the occupant in advance of such entry. However, unannounced inspections will be conducted to assure compliance with fire safety regulations, hall closing procedures, or when an officer of the University has witnessed or has reasonable suspicion of a possible violation of University policy. During inspections, a University official carrying out the responsibilities of his/her position may cite the student for violations in plain sight. In cases where room inspections are not satisfactory, Residence Life or other designees may inspect more frequently or conduct unannounced inspections as needed and/or take disciplinary action. Prohibited items will be confiscated and disposed of in a manner deemed appropriate by a University official without compensation to the owner. The Fire Safety Coordinator or designee may conduct unannounced fire safety inspections.

**13. Solicitation** – Door-to-door solicitation is strictly prohibited in the residence halls. Any other type of sales/promotion within the residence halls must receive prior written permission by the Director of Residence Life or designee. Students cannot operate a business from their room, suite, or townhouse.

**14. Telephone Service** – Every suite has been assigned a VOIP (Voice over Internet Protocol) telephone. These phones will only work on the University’s Cisco network, and they are the property of Bryant University. Each suite will have its own telephone number. This gives students the ability to receive calls and place local or on-campus calls. Students may subscribe to long-distance telephone service through the University-approved, third-party vendor. Questions about Bryant’s telephone system and its features may be directed to the Telecommunications Office at (401) 232-6545.

**15. Pets** – No pets are allowed in the University residence halls except for non-carnivorous small fish (maximum one tank per room with tank size of 10 gallons). Any student found with a pet will be fined \$20 per day until the pet is removed. Students are responsible for finding an appropriate permanent off campus living situation for the animal in the prescribed timeframe for removal.

**16. Prohibited Items** – The following items are not allowed in or around any residence hall/townhouse at any time. Any prohibited items found in or around the residence halls or townhouses will be confiscated and discarded without compensation to the owner including:

- Any heat-producing appliances including, but not limited to, hot plates, heating/immersion coils, electric fry pans, coffee makers of all kinds (excluding Keuring & pod type), toaster ovens, toasters, electric blankets, electric heaters, microwave ovens, hot pots, or popcorn poppers. (All of the above are allowed in the townhouses except heating/ immersion coils, electric blankets, and electric heaters.)
- Halogen lamps; five-light, multi-head floor lamps
- Two-prong extension cords; splitters
- Candles and incense (including unlit and/or decorative candles)
- Extra furniture (lofts, bars, desk chairs, rugs, extra beds, air mattresses, bed extenders, cubes/ottomans, papasan chairs, cloth or wooden drawers, wooden drying racks, plywood, etc.) and lumber of any kind
- Waterbeds, hot tubs, pools, slip and slides
- Television or radio antennae/dishes that are placed outside the room or window or anywhere on the exterior of the building or grounds
- Weights
- Firearms, BB guns, paintball guns, knives, pellet and air/or guns, pepper spray, mace, tasers, stun guns, or any type of weapon or ammunition
- Fireworks or explosives of any type
- Propane, gasoline, kerosene, gas grills, other hazardous chemicals
- Motorcycles, mopeds, other gas-powered vehicles
- Dart boards/darts
- Traffic signs, neon signs, traffic cones, university signs
- Alcoholic beverage containers, beer boxes, empty kegs, beer balls, taps, kegalators, keg refrigerators, funnels, Beirut/beer pong tables, or other alcohol paraphernalia, etc. may not be used for decorative or any other purposes in the residence halls. Shot glasses in first-year residence halls. Possession of these items may be viewed as evidence of consumption.
- Air conditioners
- Cinder blocks; shelving of all kinds, or anything mounted to furniture, walls, or ceilings
- Fog/smoke machines, strobe lights
- Bullhorns; megaphones, air horns, vuvuzelas
- Hukas, hookahs
- Multi-quart beverage coolers
- Scanners/surveillance cameras
- Deep freezers
- Paper lanterns
- Hover boards
- Maximum size for a refrigerator in a room, suite, or townhouse: 4.8 cubic feet. Maximum number of refrigerators: one per assigned room resident.

**The University reserves the right, at its sole discretion, to deem other items as prohibited.**

## **B. USE OF DWELLINGS AND GROUNDS**

**1. Rights of Others/Noise** – Each student will respect and observe the rights of other students occupying University residence halls. Excessive noise, including the use of radios, stereos, personal music devices, televisions, etc., at a level that can be heard beyond the boundaries of the room, is prohibited. Repeated violations of this policy may result in the mandatory removal of the noise-producing item.

**2. Cooking** is not allowed in rooms or suites.

**3. Appliances** – Clothing and hair irons and hair-dryers are the only heat producing appliances that are allowed in the residence halls. Low-wattage electrical equipment such as clocks, radios, stereos, etc. (and their attached cords) must be UL-approved. The University and the Smithfield Fire Department reserve the right to determine if electrical equipment is dangerous and to require its removal from University residence halls.

**4. Condition of the Room/Cleanliness** – Students are expected to keep their living area in a clean and habitable condition at all times. If it is determined that a student's living area falls below acceptable health or safety standards, as determined by the University, the student will be required to take prescribed corrective action. Students will be held responsible for maintaining their rooms in a clean and habitable condition. Unauthorized furnishings (e.g. lounge chairs, couches, tables, etc.) may not be brought into student rooms/suites. University furniture cannot be brought outside of residence halls and townhouses. Painting of student rooms or common areas is strictly forbidden.

**5. Damage** – Damage, theft, or acts of vandalism to University or vendor-owned property are strictly forbidden. Violators will be subject to disciplinary action and may also face criminal prosecution. Each student is financially responsible for the cost of the replacement or repair of any breakage or damage (except normal wear and tear) to his or her room/ suite/townhouse and its furnishings and the costs of any damages in the common areas of the residence halls. Residents are not permitted to attempt repairs of any kind (i.e. painting, furniture repairs, plastering of holes in walls, etc.). Students will be held responsible for the actions of their guests with respect to damages.

**6. Condition of Common Areas** – Residents are responsible for keeping hallways, bathrooms, and common areas of the residence halls and adjacent grounds free of personal trash and belongings. Trash left in the common areas may result in fines being assessed to residents for removal and cleaning of area affected by the waste.

**7. Compliance** – Residents are expected to comply with a reasonable order by any University official, or to provide identification to a University staff member acting in the performance of his/her duties. Not responding to a University official's request in and of itself constitutes a serious violation of University regulations, and disciplinary action will be taken. If it is necessary to call in out-

side authorities, students may be subject to further disciplinary or legal action.

**8. Security** – Security systems are designed for the protection of all students. Students are expected to lock their room/ suite/townhouse doors. Vandalism of these facilities will not be tolerated. Vandalism of exterior building doors or locks or any other such security system will be subject to appropriate University discipline procedures. The propping of exterior doors is strictly prohibited. In addition, students are prohibited from climbing through windows or being on ledges or roofs of buildings, and exiting/entering through fire exits when there is not an emergency situation. Students are prohibited from throwing any objects at, toward, or out of any windows.

**9. Break Periods** – All students must vacate the residence halls (excluding townhouses) when they are closed for the Thanksgiving, Winter, and Spring break periods during the ordinary academic year. The Residence Life Office may make exceptions to this policy for extreme circumstances and reserves the right to deny any request. There will be \$50 fine per night for those found staying without permission and they will be removed from campus. Students must contact the Office of Residence Life to make arrangements to be escorted to their assigned living space to retrieve personal items.

**10. Fire Prevention/Drills/Equipment** – Students are expected to notify Public Safety of any potential fire or safety hazard and promptly report any fire. Residents are expected to observe fire safety procedures established for their halls, including the participation in fire alarm/evacuation drills. Students must leave the building when an alarm sounds or be subject to disciplinary action, fines, and/or possible arrest. Fire extinguishers and alarm systems will not be tampered with or tested by unauthorized persons, nor should anything cover, be attached to, or hung from detector devices or associated fire equipment. Hallway fire doors must remain open unless there is an active alarm in the building. Students are expected to help prevent false alarms and should report any tampering of fire safety equipment to Residence Life staff or directly to the Department of Public Safety. In addition to state law and above-stated policies, students are subject to the fire, health, and safety policies found throughout the student handbook.

**11. Hall Sports** are strictly prohibited in all residence halls. Repeated violations of this policy may result in confiscation of any items involved.

**12. Common Bathrooms** – In areas with communal/ shared floor or hallway bathrooms, students are permitted to use bathrooms designated for their gender and are prohibited from using or being present in a bathroom designated for a different gender.

**13. Gambling** – Gambling in any form is strictly prohibited in and around the residence facilities.

**14. Alcohol** – In accordance with Rhode Island State Law, alcohol may not be possessed or consumed by anyone under the age of 21. Residents who are

of legal drinking age in the suites and townhouses are extended the privilege of possessing a limited quantity of alcoholic beverages but may do so only in the privacy of their own bedroom. The exception is when all suite or townhouse residents are age 21 or over, which enables residents, and their age 21 or over guests, to consume alcohol in the common room of their suite/townhouse. The sponsoring student(s) of any gathering at which alcohol is served are solely responsible for assuring that all guests are of legal drinking age, and for assuring the safety of their guests and all other persons at such gatherings. The sponsoring student(s) will be held fully responsible for any breach of this duty and may be subject to financial damages and/or disciplinary measures. In addition to the state law and above-stated policy, students are subject to the alcohol policies found in the student handbook.

**15. Drugs** – The sale, transfer, distribution, use, dealing in, manufacturing, or possession of narcotics, illegal drugs, or drug paraphernalia, or the distribution or misuse of prescribed drugs in and around the residence facilities are strictly prohibited. Violators are subject to University disciplinary procedures as well as criminal prosecution under state and federal laws. Dealing in narcotics and/or illegal drugs will constitute grounds for suspension or dismissal from the residence hall system and further disciplinary action by the University.

**16. Adult Entertainers** are prohibited in and around the residence halls and townhouses.

**17. Resident Responsibility** – Residents are responsible for all activities that occur within their assigned rooms, suites, and townhouses. Including, but not limited to, immediately reporting possible violations of Bryant University policy to appropriate University officials.

**All terms and conditions are subject to change.**

