

**AGREEMENT REGARDING OCCUPANCY OF STUDENT RESIDENCE HOUSING AND COLLEGE BOARD
2021-2022 ACADEMIC YEAR**

This agreement is entered into between the College of the Holy Cross (“College”) and the undersigned student (the “Student”) and Student’s parent or guardian if Student is under 18 years of age or otherwise subject to a guardianship on the terms and conditions set forth below. Student (and Student’s parent or guardian if Student is under 18 years of age or otherwise subject to a guardianship) understands and agrees as follows:

1. **Acknowledgement of, and Agreement to, the On-Going COVID-19 Precautions and Future Changes.** Student understands, acknowledges and agrees that:
 - a. Student will comply with the terms, conditions and requirements set forth in this Agreement and all applicable federal, state or local laws and public health or other governmental guidance with respect to COVID-19 and all policies, rules, procedures and guidance established by the College with respect to COVID-19, as it may be updated, replaced, or modified from time to time;
 - b. Student acknowledges that the Student must be fully vaccinated with a COVID-19 vaccination (or obtain an exemption therefrom) as required by the College;
 - c. Due to the ongoing COVID-19 pandemic, the College may make changes of any nature at any time to its educational services and activities, working and living environment, offerings, events, services, activities, calendar, schedule, standards, policies, requirements, rules, and procedures whenever the College deems it necessary or desirable in connection with the pandemic, as determined by the College in its sole discretion. This may include, but is not limited to, changes to modes or methods of delivery of education and activities (including hybrid or remote), modifying, suspending, cancelling or rescheduling any or all activities, services, and events, whether on or off campus, including, but not limited to, residential housing, and requiring compliance with new, additional, or modified community standards, policies, procedures, accommodations, requirements or rules intended for the protection of health and safety. The College’s refund policy is available on the College website.

2. **Term; Termination.**
 - a. **Term of Agreement.** Student (and if Student is under the age of 18 or otherwise subject to a guardianship, Student’s parent or guardian) becomes financially obligated for the full year room charges once this Agreement is signed by Student or Student moves into the assigned residential housing, whichever is earlier. Unless earlier terminated or modified by the College as described in this Agreement, the duration of this Agreement is for the entire 2021-2022 academic year expiring as of 8:00 p.m. on Wednesday, May 18, 2022 (except that graduating seniors, with express prior written approval of the Assistant Dean/Director of the Office of Residence Life and Housing, may remain through commencement as described below, if applicable). This Agreement is not transferable and shall not be assigned in any manner by Student.

b. **Occupancy of Residential Housing.**

- i. **Opening for Occupancy.** The assigned residential housing room will be available for occupancy by the Student on the specific date and time assigned by the College for move-in of Student which will be provided in writing to Student by the College. Student may not move in, visit, or occupy residential housing or the room prior to the assigned date and time for move-in. In addition, the Student may not move-in to residential housing or the room at a time or date other than that which is specifically assigned to the Student. Student may have only one individual assist Student with move-in on the assigned move-in date unless otherwise approved by the College. Student is encouraged to pack lightly and bring a limited amount of property.
- ii. **Assignment to Off-Campus Housing.** Student understands that, if Student is a returning student, Student may be assigned to off-campus College leased housing should it become necessary for the College to obtain additional housing. In the event that the College offers residence housing at the EDGE at Union Station, and the Student is assigned to an apartment at the EDGE, then the Student understands, and agrees to comply with, all of the obligations set forth in the attached Addendum for Residents at the Edge at Union Station, which terms are incorporated into this Agreement by reference.
- iii. **Early Arrival.** In the event that the College announces that early arrivals will be permitted, then Student must make a written request to the Office of Residence Life and Housing at least 1 week in advance which must be approved in writing by the Office of Residence Life and Housing. If early arrivals are permitted, all early arrivals will be subject to a fee based upon a daily rate. Any requests made less than 1 week prior to the requested arrival date will also be subject to a one-time \$100 administrative fee, consistent with the unauthorized occupancy fee as described in the College's Community Standards Process and Procedures document. Compelling individual student requests for early arrival will be considered on a case by case basis at the sole discretion of the Office of Residence Life and Housing. Approved individual student requests for early arrival will be charged \$65/day including meals.
- iv. **Residential Housing Closure for Winter Break.** Unless earlier terminated or otherwise modified by the College, all residential housing will close for winter break at 8:00 p.m. on Saturday, December 18, 2021, and re-open for occupancy on Sunday, January 23, 2022. Student is not permitted to enter into any residential housing or occupy any room during the winter break, or prior to the move-in time and date for the spring term, without the express prior written approval of the Director of Residence Life and Housing. In the event of a health-related or other concern, Student must be prepared to remove all belongings from residence hall and room upon leaving for Winter Break. The College will indicate by December 1, 2021 whether Student may leave personal belongings in assigned room over Winter Break.

- v. **Residence Hall Closure for Academic Year.** Unless earlier terminated or otherwise modified by the College, residential housing will close for the academic year at 8:00 p.m. on Wednesday, May 18, 2022. The only students permitted to remain after this time are those who have the prior written approval of the Director of the Office of Residence Life and Housing including graduating seniors who may remain until commencement with approval.
 - vi. **No Entrance or Occupancy While Residential Housing Is Closed.** Any student occupying or entering any residential housing during any period that the residential housing is closed as described above will be considered trespassers and will be treated accordingly.
 - vii. **Guest Privileges.** Student must abide by the College's visitation policies. The College reserves the right to adjust policies as necessary to respond to health-related or other concerns. Student is responsible for knowing and following updated policies. Guests are not permitted during early arrival, late stay, or outside the dates and times listed above. In the event that Student is permitted to stay in a residence hall room in connection with early arrival, late stay, or outside the dates listed and times listed above, the Student may be removed by the College at any time in its sole discretion.
- c. **Termination of the Agreement by Student.** Student is obligated to pay the College for the full cost of the room for the academic year under except under the circumstances in which a refund is provided by the College in accordance with the College's published refund policy. Student may not terminate this Agreement and Student remains financially responsible for room and board charges for the full academic year even if the Student's occupancy rights are terminated, suspended or limited by the College or Student's room is reassigned or different or additional students assigned to the room, apartment or suite except under the circumstances in which a refund is provided by the College in accordance with the published refund policy of the College.
- d. **Termination, Suspension, or Limitation of Occupancy Rights by College.** The College may terminate, suspend or limit Student's right to occupy the room, apartment or suite, residence hall, and all College residential housing, under this Agreement at any time in its sole discretion (i) because of Student's academic deficiency; (ii) as a disciplinary sanction imposed against Student as described in Section 7 below; or (iii) as determined by the College in its discretion in connection with the COVID-19 pandemic. **In the event of termination, suspension, or limitation of Student's occupancy rights in whole or in part by College, Student shall only be entitled to a refund of housing charges and board in accordance with the published refund policy of the College and shall remain liable for all other charges for the academic year. Student agrees to vacate the premises and College-provided housing not later than earlier to occur of (A) 24 hours after receiving notice to vacate sent to Student's College email address or (B) such earlier time specified in the notice to vacate or leave such housing and not to return without the express written approval of the College.** Student (and if Student is under the age of 18 or is otherwise subject to a guardianship, Student's guardian) represents

that they have created a move out plan for a possible emergency move out in the event of a viral outbreak.

3. **Board Plan Enrollment.** By entering into this Agreement, Student has enrolled in the College board plan and the Dining Services program for the entire academic year. Student shall only be entitled to a refund of board charges only in accordance with the published refund policy of the College. For cost information with respect to the board plans, please see the Tuition & Fees webpage under Admissions & Aid at <http://www.holycross.edu/admissions-aid/tuition-fees>. College Dining Services are available to all resident students throughout the academic year except when the residential housing is closed (including winter break or due to other residential housing or dining closure). Other conditions, times and places of the College Dining Services operation will be announced by the Director of Dining Services.
4. **Housing Selection and Assignment.**
 - a. First year students are assigned rooms through an automated process which matches students according to four factors, (i) Student's Montserrat cluster assignment, (ii) Student's gender (except as noted Section 4(c) below), (iii) Student's completion or not of a Substance Free agreement, and (iv) compatibility based on Student's responses to the First Year Rooming Preferences Form. Upper-class students are assigned rooms through the Housing Selection Process. While the College seeks to use these criteria whenever possible, the College does not guarantee assignment to a particular building, type of accommodation, specific roommate, or room capacity. In addition, as set forth above, the College may assign returning students to off-campus College leased housing. Students who are assigned to off-campus College leased housing must comply with any additional requirements stipulated by the third-party property owner. Student dishonesty or manipulation of the housing selection process may result in disciplinary sanctions as well as the loss of the selected room and College housing privileges.
 - b. Once Student's room assignment is posted, Residence Life and Housing will consider requests to change room assignments only in connection with significant issues (as determined in the sole discretion of the College) and no sooner than three (3) weeks into the semester following completion of a mediation with Residence Life and Housing personnel (unless disciplinary issues occur which may necessitate an earlier change). Changes to room assignments require the prior approval of the College. Student can be reassigned to a new space(s) by College at any time and from time to time.
 - c. The College maintains separate housing for the different sexes as permitted by applicable law, including Title IX of the Education Amendments of 1972. The College also assigns housing on the basis of gender identity. Please contact the Assistant Dean/Director of Residence Life and Housing, Ed Coolbaugh, at (508) 793-2664 or by email at ecoolbau@holycross.edu to request a housing assignment on the basis of gender identity and to obtain further information. Requests for assignment in

accordance with gender identity must be made by July 11, 2021 at 5pm, unless otherwise determined by the College.

- d. Students with learning, physical, or other disabilities who desire to request reasonable accommodations, including housing accommodations, should contact the Office of Accessibility Services to request reasonable accommodations or to obtain documentation guidelines by calling the Office of Accessibility Services at (508) 793-3693 or by email at nlipsitz@holycross.edu or [contact Accessibility Services](#). As set forth on Residential Life and Housing webpages, as some housing accommodations require advanced preparation, please request reasonable accommodations prior to July 11, 2021 at 5pm, whenever possible. Some students have allergies (such as a food allergies or an allergy to animal fur or dander). If you need your allergy taken into account in your housing assignment, please contact the Office of Accessibility Services.
- e. The College has the right to (i) reassign Student to a different room, apartment, suite or residence hall or, with respect to returning students, off campus College leased housing, at any time, and from time to time, in its sole discretion during the academic year; (ii) use unoccupied space in any room, apartment or suite at any time, (iii) determine the number of students assigned to a room, apartment or suite; and (iv) close residential housing. The College reserves the right to alter housing assignments, rules, and procedures for students in order to comply with CDC and public health guidance in compliance with applicable law, including with respect to vaccine status.
- f. **Termination of Approval to Live Off Campus.** Student's signature on this Agreement terminates and voids any previous College approval to allow Student to live off campus.

5. No Alterations; Student Responsibility for Damage and Loss.

- a. **No Alterations.** Student shall not alter or change the Student's room, apartment or suite without written prior approval of the College. Alterations include, but are not limited to, all actions prohibited under the rules of the Department of Residence Life & Housing set forth in Appendix B to the [Community Standards Process and Procedures](#), including, but not limited to, "Alteration of Rooms."
- b. **Student Responsibility for Damage and Loss.** Except for normal wear and tear, any damage to rooms, suites, apartments, the residence hall, common areas, or the furnishings or equipment, will be charged to the responsible student(s) or group(s). In the case in which no responsible student(s) or group(s) can be identified, damage charges will be divided among the assigned residents of the room, suite, apartment, corridor and/or building. Student agrees that Student is responsible for such damage or loss that is not the result of normal wear and tear. Student is responsible for cleaning Student's room and restoring Student's room, apartment or suite to its original cleanliness condition and arrangement at the end of each term and the academic year

or when the Student's occupancy ends, if earlier. Student agrees to pay such damages to the College upon demand. Student may not make repairs to a damaged room and/or furnishings.

6. **No College Responsibility for Loss or Damage to Personal Property.** Student understands that Student is responsible for the care and safety of Student's personal property and that the College is not responsible or liable for the loss of any money, valuables or other personal property of Student or Student's guests, including, but not limited to, by theft, fire, or other casualty, whether such losses occur in Student's rooms, storage rooms, public areas, elsewhere in the hall, or in baggage related to shipment or storage. Student understands that the College encourages all students to consider purchasing insurance to cover loss or damage to personal property or extending parental/guardian homeowners' insurance for this purpose. **THE COLLEGE DOES NOT ASSUME ANY RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSONAL PROPERTY OF STUDENT, NOR IS THE COLLEGE RESPONSIBLE FOR PROPERTY LEFT DURING VACATION PERIODS OR AFTER TERMINATION OF OCCUPANCY.**

7. **Compliance with College Rules, Policies, Procedures and Applicable Law.** Student will comply with this Agreement, all rules, policies, regulations, and procedures of the College, including, but not limited to, those described in Section 1 above, those set forth in the Community Standards Process and Procedures and appendices, the catalog, and the College website, including, but not limited to, the Residence Hall Rules and Regulations, the Sexual Misconduct Policy and the Equal Opportunity and Discriminatory Harassment Policy, and all applicable laws, governmental orders, guidance and requirements, in each case as they may be modified, amended, or replaced from time to time. Any violation of this Agreement, any College rule, policy, regulation, procedure, law, governmental order, guidance, or requirement, or public health guidance or failure to cooperate with, or comply with the lawful direction of, a College employee or Residence Life and Housing or orientation student personnel by Student may result in the termination, suspension or limitation of Student occupancy rights or other disciplinary action and sanctions in accordance with the College's established procedures, up to and including dismissal from the College. All Student occupancy rights under this Agreement will immediately terminate in the event of Student's withdrawal from the College or Student's suspension or dismissal from the residence hall or housing or the College.

8. **Access, Search and Entry.** College personnel may enter Student's room, suite or apartment, as determined by the College in its sole discretion, including, but not limited to, for the following purpose(s): inspecting the room, suite, apartment, furniture and/or equipment; cleaning, making necessary repairs and maintenance; and/or investigating suspected violations of this Agreement, any College policy, rule, regulation, or procedure, or applicable law, public health requirement, or safety or sanitation concern. College personnel reserve the right to inspect and open furniture and personal items such as refrigerators, coolers, bags and other types of containers in case of any suspected violation.

9. The College shall not be liable for any failure to perform or delayed performance of its obligations described herein if, such failure or delay is caused by an act of God (including, but not limited to, weather, fire, or flood), an act of war, an act or threat of terrorism, a riot, pandemic (including the COVID-19 pandemic), emergency or urgent situation, or any similar event outside the reasonable control of the College, in each case as reasonably determined by the College. In such event, College reserves the right to (a) modify the dates set forth in this Agreement; and/or (b) terminate, suspend or limit the Student's right to occupy the room, apartment or suite or housing, as necessary to respond to such an event as determined in College's sole discretion.

Student (and if Student is under the age of 18 or is otherwise subject to a guardianship, Student's parent or guardian) hereby acknowledge that I have read the terms and conditions of occupancy appearing on this Agreement and I agree that I will abide by and be legally bound to these terms and conditions.

Signature

Print Name _____

Parent or Guardian _____

Print Name:

ADDENDUM FOR RESIDENTS AT THE EDGE AT UNION STATION

2021-2022 ACADEMIC YEAR

In the event that the College offers residence housing at the EDGE at Union Station, and the Student is assigned to an apartment at the EDGE, then the Student understands, and agrees to comply with, all of the obligations set forth below.

The Student shall:

- a. Inform both the College and the EDGE manager in the event of a problem at the facility;
- b. Continue to observe and comply with the [Community Standards Process and Procedures](#) and appendices, including, but not limited to, the Residence Hall Regulations, all other College policies, rules, regulations, and procedures, and all applicable laws, governmental orders, guidance and requirements, in each case as they may be modified, amended, or replaced from time to time;
- c. Comply with any rules or policies established by the owner or manager of the EDGE or the College;
- d. Immediately notify the College and the EDGE upon knowledge of any malfunctions involving locks, doors, windows, latches and smoke detectors. Student will not disable, disconnect, alter or remove the smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens or latches.
- e. If Student desires local phone service, additional cable channels or alternative providers of cable or internet services, pay all installation, maintenance and all monthly charges and the cost of any necessary equipment.
- f. Not dispose of any chemical, waste or substance which may cause damage or injury to the sewerage system;
- g. Cooperate with arrangements for pickup of trash and garbage as required.

In addition, Student acknowledges and agrees that:

- a. **NEITHER THE COLLEGE NOR THE EDGE OR ANY OFF CAMPUS RESIDENTIAL HOUSING MANAGER OR OWNER ASSUMES ANY RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSONAL PROPERTY OF STUDENT OR STUDENT'S GUESTS (IF PERMITTED) IN OFF-CAMPUS RESIDENTIAL HOUSING, NOR IS THE COLLEGE OR THE EDGE OR ANY OFF CAMPUS RESIDENTIAL HOUSING MANAGER OR OWNER RESPONSIBLE FOR PROPERTY LEFT DURING VACATION PERIODS OR AFTER TERMINATION OF OCCUPANCY.** Student personal property left at the EDGE or any off campus residence after termination or expiration of residency at the EDGE or any off campus residence may be removed, sold, stored or discarded, or be deemed abandoned.

- b. The College encourages the Student to review and use crime prevention tips available from the College and other police departments and sources.
- c. The Student must enter into a separate agreement with the EDGE if Student wishes to reside at such premises following residence hall closure for the academic year.