

2019-20 Barnard Housing Contract

The Housing Contract is a legal agreement between the student and Barnard College and contains important terms & conditions about your rights & responsibilities while living in College housing. The Contract contains provisions that impose financial obligations and/or other responsibilities and/or penalties should you fail to fulfill your obligations. Please read the Housing Contract carefully.

By signing below, I acknowledge having read and accepting all terms & conditions of this housing contract. I understand that violations of these terms & conditions may result in termination of this contract, loss of housing privileges, repair or replacement costs, fines, and/or other disciplinary actions.

Name	UNI
Signature	Date

If under 17 years old at the time of signing, a parent or guardian must sign as well. Please see Addendum (Minor Residents in College Housing) at the end of the housing contract for more information.

Signature of Parent / Guardian	Date
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Terms & Conditions

The following terms and conditions for residence in Barnard College housing apply to all Barnard College, Columbia University, and visiting students residing in Barnard College housing during the 2019-2020 academic year. The Contract period begins when a student signs the Housing Contract and ends when the residence halls close at the conclusion of the 2019-2020 academic year.

All references herein are to Barnard College offices or personnel, and "BC" or "College" refers to Barnard College, unless noted. "RL&H" refers to Residential Life & Housing. "CU," "Columbia," and "University" refer to Columbia University.

BC students living in CU residence halls and CU students living in BC residence halls as part of the BC/CU Housing Exchange are subject to the terms & conditions of both the Barnard & Columbia Housing Contracts.

The Contract does not constitute a lease and is not subject to New York State landlord-tenant laws; it confers a limited and revocable license to occupy College housing. This license can be revoked by Barnard College as outlined in the Contract.

The College uses Barnard email to communicate to students regarding all official matters. Students are expected to communicate with RL&H using their College email account.

College housing may be directly affected by NYC Local Law 11 required façade renovation, including (but not limited to) demolition, construction, and other noise producing work. While the College will take measures to minimize the impact of required work initiated by the College, residents must be prepared to accept the unavoidable inconveniences of private, city, state, or federal-initiated work which may take place in close proximity to College housing.

Eligibility

Only full-time registered matriculated students of the College and approved visiting students who are in good financial and disciplinary standing may occupy College housing. Students who are approved for part-time enrollment or who begin the Columbia portion of a 4+1 or 3+2 dual-degree program are not eligible for College housing. Some Columbia students may be eligible for College housing, provided they meet the requirements for the BC/CU Housing Exchange as defined by both the College & the University.

Eligibility for residence does not equal a guarantee of housing. Continuing students eligible for the Room Selection process must meet all deadlines for assignment to rooms. Incoming first-year & VISP students must meet all deadlines for submitting a housing application. Housing assignments for students in non-Guaranteed application categories, including (but not limited to) incoming Transfer & Visiting students, students returning after a leave of absence, commuters, and students who did not take part in Room Selection; depend on the availability of space in College housing.

Students may lose eligibility to apply for or maintain occupancy in College housing as a result of disciplinary action by the College.

Occupancy Period

A resident's right to occupancy shall begin no earlier than the first day the halls are open for each semester, with such dates & times to be announced prior to each semester. Students must check-in no later than 5pm on the first day of classes. Failure to do so may result in the loss of room assignment; however, the Contract will remain in full force and effect, including all financial obligations. All requests for late check-in (after 5 pm on the first day of classes) must be submitted in writing to RL&H prior to the start of the semester check-in period.

The residence halls are closed at the end of both the Fall and Spring semesters. Residents must vacate their rooms by the published deadlines. The residence halls are closed during the Winter Break.

Only residents with assignments for both the Fall & Spring semesters and in good financial and disciplinary standing with the College are permitted to leave personal belongings in their room over Winter Break.

Very limited Winter Break housing is available to eligible residents for an additional fee, by application only. The College reserves the right to assign any housing space during the Winter Break to an approved resident. The College will provide as much advance notice as possible to residents whose assigned rooms would be occupied by another student during the Winter Break.

Room Assignments & Occupancy

This Contract is for a space in the residence halls, not a specific room or bed. The Contract remains in full effect in the event of a room change. Although every effort is made to honor requests for a specific room, roommate, and residence hall, space limitations and high demand for specific halls & room types may prevent honoring all requests. Any of the occupants, furnishings, features, capacity, and configuration of the resident's assigned room and/or suite shall be made by the College and may be changed by the College at any time, at its sole discretion. The College reserves the right to reassign residents or consolidate rooms in the interest of order, safety, health, discipline, disaster, and best use of facilities for the good of the College community. In addition, if mediation efforts are not successful, the College reserves the right to reassign any resident to address instances of significant and disruptive incompatibility of roommates. The College will not discriminate in room assignments or any changes on the basis of race, ethnicity, national origin, religion, religious practices, sexual orientation, gender identity or expression, socioeconomic status, dietary preferences, physical abilities, and/or age.

Most rooms and residence halls require shared occupancy. Residents are expected to communicate and live cooperatively. Room changes will not be considered as an effective form of conflict resolution and residents are expected to meaningfully engage in mediation if/when conflicts arise. Only in extreme cases will the College consider a room change to resolve a roommate conflict outside of the Room Change/Swap Request periods. The decision to permit a room change is in the sole discretion of the College.

Any resident with a vacancy in their room must keep the space open and ready for assignment at any time. The College has the right to assign a vacancy at any time and reserves the right to move any such possessions that may block a newly assigned resident from moving in. Residents who fail to keep a vacant space free of their possessions will be subject to disciplinary action and will be charged for any costs involved in having these items moved. Residents who discourage or fail to accept occupancy by another assigned resident, through (but not limited to) verbal or physical intimidation or creating an atmosphere of discomfort, will be subject to disciplinary action that may include relocation, fines, additional rent, and/or termination of their assignment or Contract.

At all times, only the resident shall occupy the assigned space. Under no circumstances may a resident swap assignments without prior approval by the College; nor may residents exchange or lend keys to another individual, sublet their room, or provide regular housing to any other person(s). Residents may not duplicate keys. Keys and/or access to a room/suite will not be provided to anyone other than the assigned resident. No commercial business operation, solicitation, sales, marketing, or advertising may be conducted from the resident's assigned room or other campus location and/or using College resources, including (but not limited to) Internet access.

Disability Housing Requests & Accommodations

Students with diagnosed disabilities who may need some form of disability-related housing consideration must register with the Office of Disability Services (ODS) and submit a request for a disability housing accommodation (including the submission of supporting medical documentation) following the published priority deadlines. Students should consult with ODS staff if needs arise beyond the published deadline or to review their needs and the accommodation request process.

Disability housing accommodation requests must be made for each academic year; accommodations are not extended from one academic year to the next. Students seeking a disability housing accommodation must submit a new disability housing accommodation request & provide updated medical documentation for each academic year, summer, interim period, and/or after returning from a leave

of absence. Previous accommodations will not automatically be provided.

Meal Plans Requirements

All Barnard students are required to participate in a Barnard meal plan. Information about the various meal plans is available on the Bursar's office website. All First Year residents in College housing (regardless of residence hall assignment) are required to enroll in the Platinum Meal Plan. Upperclass residents with room assignments on floors 2-8 of the Quad (e.g. Brooks, Hewitt, Reid, Sulzberger) are required, at minimum, to enroll in the Quad Upperclass Meal Plan. Unless residents choose to enroll or upgrade to a specific meal plan, the College will automatically enroll them in a default meal plan determined by their assigned housing location and/or class year.

Room Charge & Billing

The College establishes room charges for the academic year. BC students living in CU housing as part of the Housing Exchange are billed the Barnard room rate and are responsible for payment to Barnard. CU students living in BC housing are responsible for payment to Columbia. CU students will be responsible for payment directly to the College for any damage and/or cleaning fines, key replacements or lock changes, approved early move in or extensions fees, and/or interim housing charges incurred by their occupancy in Barnard housing.

Tuition, room, board, and all other fees are payable semiannually in advance, one-half by August 1 and one-half by December 1; failure to make full payment for the Fall and/or Spring semester by those dates will result in forfeiture of existing assigned space; however, this Contract remains in force. Students who have failed to make timely payment of tuition, room, board, and all other fees and are not planning to live in campus housing are advised to act promptly to cancel the Housing Contract to limit cancellation fees. All students who have signed a Housing Contract are bound by its terms and continue to be responsible for room charges unless & until a release from the Contract is requested & approved and/or any assigned space is vacated as specified.

In all events, no student will be allowed to move into or occupy any housing until all College fees are paid in the time and manner established by the College.

Non-payment or Delinquent Accounts Policy

Failure to pay outstanding balances as required may be cause for removal from College housing or for such other action as may be determined appropriate by the College. The College may refer a student's delinquent account to credit bureaus and a collection agency. Students are responsible for paying the collection agency fee which may be based on percentage at a maximum of 35% of the delinquent account, together with all costs and expenses, including reasonable attorneys' fees, interest, penalties and court fees the College incurs in the collection of any delinquent account.

This policy applies to all charges assessed by the College. The College will not provide any transcripts, diplomas or certification of degree until all outstanding balances have been resolved in full. This policy applies to all students and all are required to abide by all terms and conditions. If a student is younger than the applicable age of majority when executing this agreement that the educational services provided by Barnard College are a necessity, the minor student shall be contractually obligated pursuant to the "doctrine of necessities."

Cancellation of Contract by Resident

Once the Housing Contract is signed and a housing assignment has been made or guaranteed to the student (whichever occurs first), the student is financially bound to the Contract through the end of the academic year. Residents are not entitled to a release from their Contract because they have been reassigned to another room or inconvenienced by construction, renovation, or maintenance.

Residents who fail to occupy their assigned room or who vacate housing during the Contract period without an approved Contract release will be liable for the full amount of their housing charges per the terms of the signed Contract.

Residents must submit the Housing Cancellation Request Form to request a release from the financial obligation of the Contract. Residents who are released from their Contract must vacate College housing within 48 hours. Residents who fail to timely vacate housing shall be subject to additional fees and/or disciplinary action.

Depending on the effective cancellation date & type of cancellation request, cancellation fees may apply.

Depending on the individual circumstances of a Housing Contract cancellation, the semester or academic year housing charge may not be prorated or refunded.

The cancellation request form, deadlines, fees, and prorated refund schedules are available at <http://barnard.edu/reslife/policies/housing/cancellations>.

Termination of Contract by the College

This Contract may be terminated by the College in the interest of safety, order, health, maximum use of facilities, or disaster after due notice to the resident; or, when a resident:

- Ceases to be a full-time registered student at Barnard or Columbia due to voluntary or required withdrawal or fail to register by the first Friday of the Fall and/or Spring semester;
- Exhibits willful disregard of responsibilities and duties under this Contract or for the rights of others;
- Creates circumstances that could jeopardize life, limb, or property of themselves or others;
- Fail to pay charges by the College's deadlines;
- Fails to occupy the assigned space on a regular substantially full-time basis;
- Violates terms of the Contract or other College policies
- Is subject to judicial action by the city, the state, and/or federal courts.

The College retains the right to impose an interim suspension pending disciplinary or judicial action in such instances.

In the event of Contract termination or housing suspension, rooms must be vacated within 48 hours. In circumstances of a health or safety emergency, immediate vacation of College housing may be required.

Residents whose Contracts are terminated by the College may remain financially liable for the full academic year housing charge.

Condition of Premises

By taking occupancy of the assigned space, the resident accepts its condition "as is" at such time and assumes responsibility to maintain the space (and any common areas in which the assigned space is located) and room furnishings & fixtures in a clean, safe, and undamaged condition at all times. Rooms are furnished with a bed, mattress, desk, chair, and dresser / closet space for each resident. Residents are expected to review & sign the Room Condition Report Form (RCR) to confirm the condition of their room upon arrival; if residents fail to complete an RCR their room will be assumed to be without missing items or damage.

Residents may not make any alterations or additions to the structure or mechanical & electrical systems of their assigned space or other College location, including (but not limited to) painting, installation or fastening of items, or display of signs or banners.

Residents are responsible for cleaning their assigned space, removing waste materials regularly, placing recyclable materials in designated containers, and maintaining satisfactory sanitation and life-safety standards as determined by the College. Common areas (e.g. suite or floor kitchens, bathrooms, lounges) are the responsibility of all members in that area, and all residents assigned to that area are jointly responsible for cleaning and maintaining them.

The resident shall reimburse the College for all damages or expenses which the College may suffer or incur for repair or excessive cleaning of any residence hall, or for repair or replacement of College provided furnishings, fixtures, and/or equipment (e.g. smoke detectors), caused by the misconduct or neglect of the resident and/or of their guests.

Any damages or expenses incurred in a room or facility within the residence halls will be charged equally to all residents of that room/suite or users of that facility unless the responsible person(s) assume specific liability.

Residents are required to report any room concerns to the Barnard Facilities office for immediate repair. Failure to do so leaves the resident responsible for any cleaning, repair, and/or replacement costs.

Vacate Procedures

Residents shall vacate their assigned space, complete a Check Out Envelope at their residence hall front desk, and return all issued keys by the end of the Contract period (and immediately upon cancellation or termination of this Contract). Failure to check out as prescribed may result in an improper check out fine, key replacement and/or lock change fees, and/or disciplinary action. Please note that vacating housing does not constitute a cancellation of this Contract.

Upon vacating an assigned space, the resident is responsible for returning their room and/or suite to a condition suitable for another person to occupy (broom swept, cleared of personal items, and furnishings reset to a standard position). Failure to return the vacated

space to an acceptable condition shall result in cleaning and/or damage charges to the resident. Any personal items left by the resident after their deadline to vacate will be considered abandoned and shall be disposed of by the College and the resident shall be charged for disposal costs.

The College reserves the right to change the locks and/or not allow access to the resident's room or residence hall in cases when a resident has not vacated by the required deadline.

Residents shall be responsible for all costs and direct or indirect damages suffered by the College in connection with a failure to check out and/or vacate by the stated deadline.

College Liability

The College assumes no responsibility for injury to persons, or loss of or damage to items of personal property that occur in its buildings or on its grounds, prior to, during, or subsequent to the period of this Contract. The College strongly encourages all residents to secure renters insurance or ensure that their belongings are covered under their family's homeowners or renters insurance.

Resident Liability

Residents assume full liability for any loss or damage to the property of the College or others in the community that may be caused by their behavior or actions, including the behavior or actions of their guests.

Charges are assessed by the College and will be billed to the resident's Bursar account. Failure to pay such charges may be cause for refusal to permit registration or for such other action as may be determined appropriate by the College until sums owed are paid in full. The policy regarding the referral of delinquent accounts for collection also applies to damages and expenses. Any appeal of said charges must be submitted in writing by the resident within 14 days of the charge being posted to the resident's account.

Rules & Regulations

All residents are expected to familiarize themselves with and abide by the policies & procedures in the Residence Hall Handbook, as well as all other published College policies. Residents are subject to all federal, state, and local laws.

Possession of prohibited items described in College policies may result in disciplinary action and may be confiscated and/or discarded. Residents found to be present while a violation is occurring may be considered participants and may be subject to disciplinary action. These policies outline allowable visitation by guests, and residents will be held responsible for any policy violations by their guests.

Guests who pay rent and/or guests found through Airbnb or similar arrangements are prohibited.

The College reserves the right at any time to terminate, establish, or amend any terms, conditions, policies, and procedures concerning the matters covered herein without prior notice.

The Housing Contact, Residence Hall Handbook, and other College policies in the form posted online on the College's website (<http://barnard.edu>) are the governing documents and the currently applicable policies and information.

Medical Permissions

By accepting residency, the resident agrees that the College and its authorized agents and employees, including RL&H Primary Care Health Services, and Public Safety staff, may provide or secure medical care in the event of illness or injury that necessitates such care. Medical care may include hospitalization, anesthesia, surgery, and/or other treatment. The resident agrees that the College is not liable for any costs or expenses associated with any medical care provided. The resident acknowledges that in the event of a health or safety emergency the College may release information about the resident to other persons or entities who may need this information to protect the health or safety of the resident or others. Any such disclosures shall be made consistent with the Family Educational Rights and Privacy Act (FERPA).

Reserved Rights of the College

The College has delegated to RL&H the responsibility for establishing and enforcing regulations governing conduct of residents within the residence halls. RL&H staff may consult with other College administrators in carrying out this responsibility.

At the discretion of the College, a resident may be subject to certain conditions for continuing residence. This includes, but is not limited to, a change in room assignments or dismissal from College housing for disruptive behavior including, but not limited to, behavior such

that a resident cannot adequately take care of their own health and safety in the context of College housing or is a danger to the health and safety of others and/or the community.

The College reserves the right to enter and inspect any room when, at the discretion of staff members, it is deemed necessary for the security and/or maintenance of the residence or for the safety and/or discipline of the residents. This includes specifically, but is not limited to, the right to inspect/enter rooms to ensure compliance with rules concerning use of rooms, preservation of clean and sanitary conditions, maintenance, extermination of insects & vermin, fire safety & prevention, compliance with local, state, & federal laws, in preparation for upcoming renovation work, or health & safety reasons. Residents cannot refuse access to a College employee or contractor who is in the process of performing the responsibilities of their position and such refusal may lead to disciplinary action.

Addendum: Minor Residents in College Housing

(Minors are defined as students under the age of 17)

The purpose of this Contract addendum is to make certain that all minor students and their parent/guardian have a clear understanding of the implications of having a minor live in housing at Barnard College. It is important that all involved parties have a shared understanding of how the College views the presence of minors in the residence halls, and how the staff will approach certain issues, should they arise, in this adult environment. As such, this document must be signed and received by RL&H before the minor will be allowed to move on campus.

First, it is our expectation that both the minor and their parent or guardian understand that the minor will be living in an environment that is designed for adult students. College staff, therefore, will not be assuming the role of substitute parents to minors, nor will they monitor minors' behavior or view their choices differently than they would those of residents aged 17 and older.

Secondly, it is our expectation that the minor and their parent or guardian have had a discussion of the realities and potential risks of living away from home in an adult environment, and that they have determined that the minor has the maturity to live and function in this setting. We also expect that the minor is empowered and capable of making day-to-day academic and life-style decisions and choices on their own. This is extremely important, as the minor will be held accountable for their actions. Both the parents or guardians and minor understand that the minor will be subject to and expected to comply with the same College policies as residents who are 17 and older.

If the student is an emancipated minor, the minor may sign and submit the Contract & this addendum without the signature of a parent/guardian, but a copy of the court documents that corroborate their emancipated status must be on file with the College.