

Residence Life Housing Contract

DIVISION OF STUDENT ENGAGEMENT

This Residence Life Housing Contract is binding for the entire academic year. Barton College is a residential community and students are required to live on campus for six continuous semesters of their higher education experience. The Housing Contract is valid from August 1, 2023 and remains valid through May 11, 2024. Students participating in an academic program that requires them to be away from campus (internship, study abroad, etc.) may apply for a mid-year release. Students leaving the College at the end of the fall semester will be granted a mid-year release.

By signing the Housing Application online, I agree to the terms and conditions of occupancy as specified in the Barton College Residence Life Housing Contract, the *Barton College Catalog*, and the *Barton Student Bulldog Handbook*, all of which are incorporated herein by specific reference and made part of this agreement. If under 18 years of age, a parent or guardian must sign the online form, as well.

Eligibility

Requirements for College housing include: a) being duly registered as a full-time student, b) payment of debts to the College, and c) continuous compliance with College Residence Life policies, guidelines, standards, and the instructions of residence hall staff members. The student is committed to meet financial payment for food service and their space in the residence hall. Failure on the part of the student or their co-signer to fulfill the financial obligations of this contract will be cause for cancellation of enrollment, cancellation of graduation, and/or forfeiture of the right to academic transcripts. In the event that the student does not sign this contract, payment to the College makes this contract binding.

Housing Costs

Please see the Financial Planning Guide, 2023-2024 for a complete account of General Fees, including the cost of room and board. Room and board charges are divided in half and billed in equal amounts per semester. Housing Costs for designated rooms are as follows:

Hackney Hall Private / Single	\$3,975 per semester / \$7,950 per academic year
Hackney Hall Double	\$2,650 per semester / \$5,300 per academic year
East Campus Suites Private / Single	\$4,400 per semester / \$8,800 per academic year
Campus Suites Double	\$3,000 per semester / \$6,000 per academic year
Hilley, Waters and Wenger Hall Private / Single	\$3,600 per semester / \$7,200 per academic year
Hilley, Wenger and Waters Hall Double	\$2,400 per semester / \$4,800 per academic year
Kenan and Stephenson Apartments	\$4,100 per semester / \$8,200 per academic year

Dining Plan

All on-campus residents are required to purchase a meal plan. Residents of Wenger Hall, Hilley Hall, Waters Hall, Hackney Hall, and East Campus Suites must purchase the Continuous Dining all-access plan. Residents of College-affiliated off-campus apartments must purchase the Apartment Dining plan. Enrollment in these plans will happen automatically.

Dining Costs

Please see the Financial Planning Guide, 2023-2024 for a complete account of General Fees, including the cost of room and board. Room and board charges are divided in half and billed in equal amounts per semester. Board Costs for designated rooms are as follows:

Continuous Dining Plan (all on-campus residence halls)	\$3,350 per semester / \$6,700 per academic year
Apartment Dining Plan (College-Affiliated Apartments)	\$1,700 per semester / \$3,400 per academic year

Deposits and Reservation of Space

In order for new students to reserve a residence hall space:

- a \$200.00 Advanced Tuition Deposit must be made to the Admissions Office
- the Barton College Residence Life Housing Contract must be completed, signed and returned to the Residence Life Office via the online portal.

Check-In / Check-Out

Residence halls will close for all students on Saturday, May 11th, 2024 at 6:00 p.m. All students should plan to make travel arrangements according to this closing date. Students are expected to leave the hall 24 hours after the completion of their classes or examinations, or by hall closing, whichever comes first.



Contract Terms

The Housing contract is binding for the full academic year. The contract locks and is not able to be canceled beginning on August 1, 2023, or time of signing, whichever is later. The contract remains in effect until May 11, 2024. Students graduating in December 2023 will automatically be granted a release from the remainder of the contract. Students who face extraordinary circumstances including but not limited to, academic issues, financial concerns, medical concerns, etc. that were not anticipated at the time of signing may apply for an early release from contract by contacting the Director of Residence Life. If a student vacates their spaces without being released from the assigned space, the student will still be responsible for payment for the entire academic year. If a student is removed from Campus Housing as a result of a disciplinary sanction, they are still obligated to the terms of the contract.

Residence Hall Opening and Closing Dates

New Barton College students attending August Orientation will check in on Thursday, August 17, 2023 from 9:00 a.m. - 5:00 p.m. New students NOT attending August Orientation will check in on Friday, August 18, 2023 from 9:00 a.m. - 5:00 p.m. Residence Halls will be open to returning students beginning on Saturday, August 19, 2023, beginning at 9:00 a.m. Any student who wishes to gain access to their residence hall room/suite outside of times allotted must receive prior permission from the Office of Residence Life. Residence halls are only available during the published contract dates. Students are not permitted to stay on campus outside of these dates without written authorization from the Office of Residence Life. Students approved to check in early and/or check out late for a non-College sanctioned activity will be charged at a rate of \$75 per night outside of the contracted dates. Approval must be given by the Director of Residence Life or designee, in writing.

NOTE: If you do not check into your residence hall room at the designated date/times, you will forfeit the housing assignment. Unless you have notified the Office of Residence Life that you are unable to move into the hall at the specific date/time; the room may not be held for you and you are responsible for all charges. The College reserves the right to assign and reassign residence hall rooms, and may at its sole discretion, terminate any residence hall room assignment.

Barton College, in compliance with the United States Environmental Protection Agency regulations, advises you of the following information: Hackney, Hilley, Waters, and Wenger Halls are all buildings on the Barton College campus that were built before 1978 and that may contain lead-based paint. Lead from paint, paint chips, and paint dust can cause serious health hazards if not taken care of properly. Barton College discloses/includes in this contract information to each student the presence of any known lead-based paint and/or lead-based paint hazards when known hazards exist. Be advised, that no known hazard exists.

If you are interested in learning more about this subject, please visit: www.epa.gov/lead/pubs/leadpdf and www.epa.gov/lead/pubs/resourcecenter

Room Assignments

This contract guarantees a space in the system, not necessarily a given room assignment or roommate(s). Students may indicate a preference for a particular residence hall, room, and roommate(s). Preferences will be considered, but cannot be guaranteed to be accommodated. In order for roommate requests to be considered, it must be mutual, and both requests must be mutually confirmed in **My Barton Housing** self-service portal. The College reserves the right to make assignments and reassignments in order to fully utilize available facilities and to consolidate vacancies. Room assignments and changes are prerogatives of the College and are processed by written authorization from the Director of Residence Life or designee. On occasion, some students may be placed in temporary assignments. All students involved will be notified and moved to a permanent assignment as soon as possible.

The College reserves all rights with respect to the assignment and reassignment of the room accommodations, and may at its sole discretion, terminate such assignment. Students living in a multiple occupancy room must accommodate a new roommate assigned, if the room drops below capacity.

Room Changes

In order to make administrative adjustments where necessary, residents may request a room change after the second week of class. New requests for roommate changes will not be processed before this time and are made at the discretion of the Office of Residence Life. Room changes due to roommate conflicts will not be permitted until after the students have attempted an agreement through the Residence Life designee.

Unauthorized room changes may result in administrative fines and/or referral to Student Conduct, and/or other appropriate administrative action. Students may be administratively removed from their assigned residence hall if they demonstrate an inability to function in the group living environment. Any student making a room or roommate change, without prior clearance from the Office of Residence Life, may be placed back in their previous assignment and are subject to conduct action, including a \$100.00 processing fee for moving without permission. The College makes assignments without regard to age, color, creed, disability, marital status, national origin, race, sexual orientation, and gender identity. Room assignments will be made to accommodate smokers and non-smokers as noted on the Housing Application.

Roommate Conflicts

Students experiencing roommate conflicts must work with the residence life staff to arrive at some agreeable solution. Before a room change will be granted, the roommates must attempt a resolution by taking the following steps:

- (1) Meet with their Resident Assistant.
- (2) If a student is not satisfied with the solution, the next step is to discuss the situation with the Residence Life Coordinator.

If, in judgment of College officials, roommates should not remain together, an "as needed" room change will be provided. If one of the students involved does not volunteer to move, both students may be required to move.

Consolidations

If vacancies exist in a residence hall room/suite to which a student is assigned, residents without roommates may be required to move in together (consolidate). The Office of Residence Life may assign, re-assign and adjust the occupancy of rooms at any time. The Barton College consolidation policy serves to better meet the demand of students, reduce the number of room changes, open space for housing special groups during the year, and ensure maximum occupancy and efficiency of all residence hall room/suite spaces. The Office of Residence Life will determine who has a space in their room or suite. In the case of two residents, both of whom have vacancies in their respective rooms, and who wish to voluntarily consolidate, the Office of Residence Life will honor the voluntary consolidation. Administrative consolidation may require relocating one resident to another resident's room.

Vacancies

If a student has space in their room, they must be prepared to accept a new roommate when assigned. Students exhibiting grossly inappropriate behavior intended to discourage prospective roommates or to otherwise manipulate the housing assignment process will face disciplinary action, including the loss of privileges to make housing preferences in the future and referral to Student Conduct. Students with a vacancy in their room at the end of fall semester must leave their room with adequate space for an incoming student to move in for the spring semester. If the student's room is unacceptable for a student to move into, that student may face an administrative fine and mandatory Private Single room rate increase (please see above – Housing Costs). The Residence Life Staff will assess the student's room at semester break and determine if the vacant space is acceptable.

Occupancy

The College will provide the named student with a space in College housing and with food service for the times specified on the academic calendar. Those days when the College is closed for vacations are specifically excluded. No meals are provided during these periods. Initial occupancy is required by the College's first day of classes. Rooms not claimed by this date may be reassigned unless the Director of Residence Life or designee has given permission for late arrival. A student who has not notified the College of late arrival may be reassigned to any available space. A room must be occupied by only the person(s) properly assigned to the room.

Guests

Students living in the residence hall are allowed a guest for up to three consecutive nights and 15 nights total per year. East Campus Suites and Hackney Hall allows overnight guests of either gender 24 hours a day/7 days a week, for up to three consecutive nights. Students are expected to honor the "spirit" of this policy, to prevent de-facto cohabitation by non-residents. Please refer to the *Student Bulldog Handbook* for additional guest policy information.

Noise: Courtesy and Quiet Hours

The residence halls are both living and learning environments. As such, enforcing Courtesy and Quiet Hours is the responsibility of all community members. If cooperation is not received, please contact an RA. Courtesy Hours are practiced 24 hours a day. Students living in the residence halls must be considerate of their fellow community members. The Office of Residence Life encourages students to ask one another to turn down the volume or to speak more quietly. Quiet Hours are in effect from 10:00 p.m. - 8:00 a.m. (Sunday-Thursday), and Midnight - 8:00 a.m. (Friday-Saturday).

Check-In / Check-Out

Access to an assigned room is given to occupants only during regular academic sessions, which require their presence on campus. Students are responsible for completing a room condition report via **My Barton Housing** self-service portal, within the first week of their occupancy. At check out, damages identified in your assigned room, and noted on your room condition report, may be billed to you.

When checking out of the residence hall, students have two options:

- (1) Students can have their rooms inspected for damage by residence life staff, at which time the staff will note any new damage on the Room Condition Report. The student will receive notification of these damages via email during the summer.
- (2) Students may use the Express Check-Out envelopes to return their keys to a designated area without having their room inspected by staff. Students who use express check-out waive their rights to dispute any new damages and the associated charges.

When checking out, the room is expected to be in the same condition at check-out as it was at check-in. With the exception of graduating seniors, students must vacate their rooms within 24 hours of their last examination.

The student must check out in accordance with circulated checkout procedures. Failure to do so will result in an improper checkout charge of \$100. In addition, the student will be assessed charges for failure to turn in a key, for failure to clean, and for damages incurred. Improper Check Out: Failure on the part of the student to properly vacate (i.e. be checked out by a staff member and turn in key). No credit will be given on any keys returned following checkout. Students leaving the College must remove all of their belongings unless the Office of Residence Life gives written permission. Personal property that is left in a vacated room will be disposed of within 72 hours. The student's account will be billed appropriately for the labor involved as well as for improper check-out. Personal property left in common areas will be disposed of within 24 hours. The occupants on the floor will be billed for labor, unless the responsible person claims the property or can be otherwise identified.

Improper Check-Out

Failure to properly check out will result in a fee of \$100, as well as an additional fee, to replace the core of the door lock, should the key not be returned. The Division of Student Engagement will bill the student's account to collect fees. A student who is dismissed or who voluntarily withdraws from the College has 24 hours in which to vacate the residence hall. Refunds and credits will be given to the student per the published refund schedule in the *Barton College Catalog*.

Housing During Scheduled College Breaks

Barton College requires all students to vacate the residence halls during fall break, Thanksgiving break, spring break, and at other times when the residence halls are closed. The residence halls are completely closed during winter break. Exceptions to this policy may be made for in-season athletes, with the permission of their coaches, and for other students completing clinical rotations, student-teaching, internships, or other academic-related commitments. All students must have permission from the Office of Residence Life in order to be in the residence hall when the residence halls are completely closed. Students not approved for break housing will have their access cards to the residence halls deactivated for the duration of the break period. Students needing access to their rooms in emergencies should contact the Office of Residence Life during normal working hours at (252) 399-6386. If unavailable, the Wilson Police Department may be called at (252) 399-6911. The College reserves the right to use any of the residence hall room/suites to house a student during breaks. It should be noted that during some of the break periods, College facilities and services are available on a limited basis. There is no food service available during break periods.

Visitation and Escort Policy

All residential students must be with their guests at all times in the residence hall. This includes when a guest arrives, escorting guests/visitors to the bathroom and vending machines, as well as when the guest/visitor is leaving the hall.

- (1) Definition – a “Guest” is defined as any individual who is not currently assigned as a resident of that particular residence hall.
- (2) Proper concern for the needs of roommates and other residents must be shown. In all cases, the rights of roommates supersede those of guests. Residents will be held responsible for the behavior of their guests. Hosts must ensure that guests abide by residence hall policies. Students who violate guest policies face loss of guest visitation privileges, or other disciplinary action. Non-Barton College student guests who violate College policies and regulations may be banned from the College and face possible civil/criminal action.
- (3) Students living in the residence hall are allowed a guest for up to three consecutive nights and 15 nights total per year. East Campus Suites and Hackney Hall allows overnight guests of either gender 24 hours a day/7 days a week, for up to three consecutive nights. Students are expected to honor the “spirit” of this policy, to prevent de-facto cohabitation by non-residents. An extended pattern of visitation which, in the judgment of Residence Life staff, indicates unauthorized residence in a residential unit, or disrespect of the rights of the roommate(s), may lead to immediate removal of the guest, disciplinary action, reassignment to another room, and/or loss of the host's and guest's privileges.

Facilities and Services

Facilities and services provided by the College include: Bed, mattress, desk, desk chair, dresser, closet space, window blind, Internet accessibility, and laundry facilities. Residents may not remove designated and/or request for facilities staff to remove College furniture from their room or place common area furniture in their room. If any unauthorized property is found in a room, the resident(s) assigned to that room are subject to conduct action. Students provide their own: Blankets, pillow, rug, bedspread, towels, washcloths, iron, study lamp, mattress pad & bed linens for Twin XL-sized beds.

Residents will be issued a room key for their use only. Keys may not be shared or lent out to other students. Residents are required to carry a room key at all times. There is a \$25 fee charged to students locked out of their room. There will be charges for labor and door lock and core replacement for lost keys. Fees will be added to the student's account.

Residents are responsible for reporting all maintenance issues to a Resident Assistant or Residence Life professional staff member. In the event of an emergency request, residents should call the Residence Life office during the day or the RA on Duty number for their building after hours to report the concern immediately.

Damage / Community Damage

Residents are held accountable for property destruction that occurs in their room and/or in the public areas of their residence hall. Residents may be charged for repair or replacement costs due to the removal of, or destruction of, property in their residence hall room/suite. (See *Student Bulldog Handbook*, Policies governing Residence Life, Damage.) Residents are responsible for their guest(s) and, therefore, could be held responsible for any damages incurred by guests.

The student or students responsible for damage resulting from abuse of facilities, negligence, or means other than those attributed to normal deterioration, will be expected to assume the cost of repair or replacement. If the responsible individual or individuals are unknown, then the occupants of the residence hall room/suite/floor will be expected to assume the cost of the repair or replacement. Community damage will be divided among the residents and assessed to each individual student account. Any appeals to damage bills must be in writing to the Office of Residence Life. Community damage charges are not subject to appeal.

- (Accidental) – A student may not be assessed a fine for damage if (1) they notify a staff member immediately and (2) they accept responsibility for the cost of the repair.
- (Student Room) – Occupants of a room will be held responsible for damage to their room. When two or more students occupy the same room and individual responsibility for damages to the room/furnishings cannot be determined, the damage charge will be assessed equally among those assigned to the room.

Personal Property

The College is not responsible for the loss of personal property in residence hall room/suites by fire, theft, water, or other causes. Each student is responsible for their own property and that of their guests. Students should check family homeowner's or personal insurance policies for coverage. The College encourages students to purchase renter's insurance.

Room Personalization

Residential students are encouraged to decorate their rooms to suit personal preferences. However, rooms must be left in the same condition upon leaving as they were prior to checking in. The furniture must be arranged with safety in mind. Student beds in rooms are not to be converted into makeshift bunk nor loft beds.

The following are guidelines for bed personalization:

Hilley Hall and Waters Hall beds may be lofted or unlofted (bunked beds is an option). Beds will not be converted until after the first week of class and then on a first-come, first-served basis. Do not attempt to bunk beds on your own, only Facility Services staff are authorized to assemble bunk beds in these buildings.

In the residence halls at Barton College, there are many different configurations for which you can set up your bed. As a residential student, you have the following options for which your bed can be arranged:

- On the ground — standard placement on the floor.
- Lofted — This allows the bed to be placed higher up, giving the student space under the bed to store personal belongings. The space is also sufficient to store other standard furniture in the room under the bed.
- Bunked — A traditional "bunk bed" setup, where both beds in the room are stacked one on top of the other. This requires consent from both students in the room.

The following are guidelines for student room personalization:

- Nails or tacks are not allowed except on wood strips provided for that purpose.
- Only Command Strips and painter's tape are allowed on the walls.
- Picture hangers, adhesive-backed towel hooks, appliques, stickers, and moldable putty are not allowed.
- Unauthorized paints are not allowed.
- Glow-in-the-dark stars, moons and planets are not allowed to hang or be placed on the ceiling.
- Affixing paper, signs, or mounting dry-erase boards to room doors is not allowed.
- Affixing any items to the ceiling is not allowed.

NOTE: Please refer to the Barton College Residence Life Website for additional guidance.

Cleanliness

A student's room must remain clean without excessive clothing or items on the floor as to block an egress.

Common areas are defined as balconies, bathrooms, kitchen areas, breezeways (and doors that open to them), fire alarms, furniture, hallways (and doors that open to them), light fixtures, lobbies, smoke detectors, stairwells, trashcans, etc. Students are required to keep common areas clean and in order. Each student is held responsible for any damages and uncleanness to furniture and/or facilities.

Both the Director of Residence Life and the Director of Facilities Services will assess the damages to determine appropriate fee. The fee will include the cost to clean, repair (or replace) and labor. Unless the responsible person(s) claim the damage, all occupants of the floor will be responsible for restitution. On occasion, the occupants of an entire residence hall will be held responsible for restitution, due to the circumstances of the situation. The Division of Student Engagement will bill the student's account to collect damage fees.

Room Inspections and Searches

Barton College respects a student's right to privacy in their residence hall room/suite. Accordingly, College officials will enter rooms only to inspect for standards of maintenance, preservation of existing structure, identification of damage, to search to enforce College policy, and for protecting the safety and security of members of the College community and their property. Students will be given advance notice of routine inspections, such as those that are conducted during breaks and after semesters. Inspections do not involve searches for policy violations. However, under the "plain view" rule, when inspections by College staff reveal evidence of policy violation, students will be referred to Student Conduct and any evidence removed from the room. Room searches to enforce College policy follow strict procedures to protect the privacy rights of students. Searches can only be conducted based on probable cause that a policy violation has been committed, and that the evidence for it may be found in a particular room or suite. The search may proceed only after the probable cause, the place to be searched, and the things to be seized, have been described to the Vice President of Student Engagement or designee and they have granted permission to conduct the search. Whenever practical, the search will be conducted in the presence of the resident(s) of the room. The College reserves the right to remove unauthorized items or unauthorized College property that is found during authorized searches. The College reserves the right to enter any room, at any time to ensure the health and safety of all residential students and preserve the integrity of the facility.

Fire and Safety Considerations

All electrical appliances must bear the Fire Underwriters Approval Seal, and wiring and plugs must be in good condition. The following are strictly prohibited – open coil units, halogen lamps, toasters/toaster ovens, coffee makers, hot plates, sandwich makers, woks, as well as other items listed in the *Student Bulldog Handbook*, Policies Governing Residence Life, Electrical Appliances. Candles and incense are strictly prohibited from all residence halls. Students may use the following approved appliances in common kitchenettes: coffeepots, toasters, air fryers, Keurig (and similar devices that are single serve coffee makers), and slow-cookers.

Nothing (i.e. wires, banners, clothes, etc.) may hang out of Residence Hall windows or over light fixtures or smoke detectors in a residence hall room/suite.

Doormats or rugs should not be placed outside of the Residence Hall room.

Communication

The Office of Residence Life utilizes Barton email as its primary source for communicating relevant and important information to its residents. Upon checking into your residence hall room, it is your responsibility to check this account on a regular basis. Residents will be held accountable for all information communicated by Barton email.

NOTE: Failure to regularly check the Barton email account does not absolve the resident from adhering to the information that is communicated.

Pets

Due to health and sanitation issues and the possibility of other residents' allergic reactions, pets are not permitted. Fish are permitted as pets in College housing. Water-filled aquariums of no more than 10-gallon capacity may be maintained for fish (turtles, amphibians, other reptiles, snails, crustaceans and other aquarium dwelling animals are not permitted). Fish will be taken home over semester breaks. The College will not be held responsible for the safety of fish in the event of electrical power failures. All pets found in student housing, which violate this policy, will be immediately removed or confiscated and moved to a local shelter or the Humane Society. Students will be charged a minimum fine of \$100 for violation of this policy and charged for any damages to the facility.

Students may apply for emotional support animals through the Office of Student Health Services through the Coordinator of Access and Accommodations. Emotional support animals are not permitted in the buildings until permission is granted. Emotional support animals must be cared for in accordance with Barton College policies provided by the Lee Student Health Center and Office of Residence Life.

Communicable Disease Notice

I understand that I am at risk of contracting a communicable or infectious disease while using Barton College's residence halls, facilities, and premises (the "Premises") from other residents at the Premises, other users of the Premises, or other sources. By choosing to stay in the Premises for the period designated herein, I assume the risk of contracting a communicable or infectious disease from other residents at the Premises, other users of the Premises, or other sources. I agree to waive any claims or demands I, my heirs, or my assignees may have against Barton College and its agents, employees, or affiliates, for damages, arising from me contracting a communicable or infectious disease while residing at the Premises or arising from the spread of a communicable or infectious disease within the Premises, even claims arising from Barton College and its agents', employees', or affiliates' own negligence.