

WILLIAM MARSH RICE UNIVERSITY
Houston, Texas
UNDERGRADUATE CAMPUS HOUSING and DINING AGREEMENT
ACADEMIC YEAR 2017 – 2018

Residential College Assignment

College Name: _____
Room Number: _____

Student ID Number – New students see tuition statement for number

S _____

First Name – As registered with the University

Middle Initial

Last Name – As registered with the University

SCHEDULE OF CHARGES

CAMPUS HOUSING (<i>Please read this agreement in its entirety</i>)	\$4,745.00 PER SEMESTER
ON CAMPUS MEAL PLAN (<i>All residents are required to purchase the on campus meal plan</i>)	\$2,180.00 PER SEMESTER
ORIENTATION WEEK (<i>Room and Board for new students attending orientation week</i>)	\$325.00

If you would like a campus housing assignment for the 2017 - 2018 academic year:

- 1. Carefully review this entire agreement (this “agreement”)**
- 2. Sign and date where indicated**
- 3. Retain a copy for your files**
- 4. Return the signed original to the Department of Housing and Dining (“H&D”) unless signed via ESTHER**

- First year and new transfer students must have previously included a \$100 room deposit when accepting their offer of admission. Your room deposit / reservation fee will be applied to your charges if you are assigned a room or applied to other charges if a room is not available.
- If you decide to live / move off campus after signing a housing agreement, you must give written notice to H&D and pay the appropriate termination fees. If notice of cancellation is provided (i) prior to April 30, 2017, termination fees will be \$150, (ii) between April 30, 2017 and August 19, 2017, termination fees will be \$750, (iii) after August 19, 2017, termination fees can be found in Section 4 per schedule.
- The deadline to sign this agreement (i) for first year and new transfer students is July 30, 2017, and (ii) for all other students is 4:00PM the day before room draw at their residential college (the “College”). All students meeting the deadline requirements will be eligible for campus housing assignments in accordance with the room draw procedures of the College. Rice reserves the right to change room assignments or draw results, when deemed necessary for making accommodations under the Americans with Disabilities Act. You may not enter room draw if you have not signed this Agreement. This Agreement may be signed electronically via ESTHER or printed, signed, and returned to H&D.
- If you are under the age of 18, your parent or legal guardian must also sign this Agreement. Fax: 713-348-5099 or Email: dm7@rice.edu.
- All students living in campus housing must be currently enrolled in an approved academic program at all times. If you are not enrolled full-time, you must gain approval from the Dean of Undergraduates and your College Master in order to continue living on campus.
- All students living in campus housing must purchase the on campus meal plan.
- All students living in campus housing are encouraged to obtain insurance covering your personal property against losses, including those due to water, smoke, fire and theft. Consult with your parent / guardian about possible coverage under their homeowner's policy. The University is not responsible for loss or damage to students' personal property. It is your responsibility. (See Page 3, Section 1.h.)

The residential colleges will be CLOSED during winter recess; all students must vacate the buildings. (See Page 2)

By signing and returning this Agreement, you are agreeing that in the event you receive a campus housing assignment for the 2017 - 2018 academic year, this Agreement will become effective and you will become obligated to fully comply with all of its provisions. Once effective, this Agreement may only be terminated according to its provisions or with written approval of the Associate Vice President for Housing and Dining or his/her designated housing officer.

Student Signature and date

Parent / Guardian Signature and Date (If student is under 18)

**CAMPUS HOUSING AGREEMENT
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1. CAMPUS HOUSING

(a) Charges

Campus housing charges provide for utilities, internet access, and IP television. Utilities may only be used for normal residential purposes and may not be wasted. Campus housing charges are uniform across the campus even though the different architectural designs of the Colleges create variations in size, shape and capacity. The assignment of rooms / suites within each College is the responsibility of its College government, and any re-assignments must be approved by the College. The College Masters are the final authority regarding room / suite assignments.

(b) Occupancy

Campus housing assignments will be available for occupancy (i) for authorized Orientation Week coordinators, advisors and affiliates on Tuesday, August 8, 2017, (ii) for new matriculants on Sunday, August 13, 2017, and (iii) for all other students on Saturday, August 19, 2017 at 1:00 PM. Requests for exceptions, such as authorized participation in O-Week as part of a Rice student organization, must be requested in writing by Friday, July 28, 2017 and need to be approved by H&D and First Year Programming.

When you move into your campus housing, you should inspect it thoroughly and notify your H&D Manager or Student Maintenance Representative (SMR) in writing within 7 days of any existing damage or deficiencies. Room condition forms will be provided.

To conserve energy and conduct maintenance, all undergraduate housing will be closed during the winter recess (Thursday, December 14, 2017 through Saturday, January 6, 2018). Students must move out of housing by 12 PM (noon) on Thursday December 14, 2017 and cannot visit or return to housing until 12 PM (noon) Saturday, January 6, 2018. Students who live in residential housing and need to remain nearby during this period must make other living arrangements during winter recess. You are not required to remove your personal belongings during winter recess, but you remain responsible for the safety and security of all personal belongings (as per section h).

All non-graduating students must move out by Friday, May 4, 2018 at 12PM (noon). Requests for exceptions, such as participation in commencement, must be requested in writing by Friday, April 20, 2018 and need to be approved by H&D and your College Master. Graduating seniors must move out by 4:00 PM on Monday, May 14, 2018.

Campus housing may only be occupied by assigned students and used for normal residential purposes. Visitors may stay overnight for up to a total of 7 days per academic year in total, provided that none of your roommates / suitemates object and that your College Master approves. You shall be responsible and liable for the conduct of your visitors during their stay and subject to a \$200 per night for each day your visitor stays past 7 days.

Important Housing Dates

1. **August 8, 2017 – Move in for authorized Orientation Week coordinators, advisors, and affiliates**
2. **August 13, 2017 - Orientation week move in – New matriculants**
3. **August 19, 2017, 1 PM - Returning students move in**
4. **December 14, 2017, 12 PM - Winter recess (campus closed) move out; all housing must be vacated**
5. **January 6, 2018, 12 PM - Spring semester move in**
6. **April 20, 2018 – Last day for non-graduating students to request commencement housing**
7. **May 4, 2018, 12 PM - Spring move-out date for non-graduating students**
8. **May 14, 2018, 4 PM - Spring move-out date for graduating students; all housing must be vacated**

(c) Appropriate Behavior

The Colleges are small communities within the larger Rice community and provide a unique environment for academic, athletic and cultural experiences. Living, dining and learning together over the course of an entire academic year requires a strong commitment to self-governance, tolerance, mutual respect, and shared responsibility. You are responsible for conducting yourself and maintaining your residence in such a manner so as not to create a hazard or nuisance or to otherwise infringe upon the rights, health, safety or security of others or their property. You are also responsible for fully complying with all applicable laws, Rice policies and procedures, and College rules and regulations in effect during the academic year.

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(d) Prohibited Items

Pets

Pets are not permitted in campus housing. Certified assistance or wellness animals as approved by Disability Support Services are allowed. Fish in tanks of 10 gallons or less, and flora (excluding fungi) are the only exceptions. Damages and pest elimination costs in the space will be charged to the student.

Appliances

All cooking / heating appliances including traditional style coffee makers of any kind are not permitted in campus housing. This includes space heaters, cooling window units, microwaves in excess of 1.5 cu. ft., refrigerators with a combined refrigerator and freezer space over 3.2 cu. ft. POD style coffee makers are permitted. Refrigerators and microwave units are limited to 1 per person. The Colleges have break rooms with cooking appliances available for your use.

Candles and other incendiaries

The City of Houston Fire Code prohibits open flame in and around the Colleges. No smoke or vapor producing devices are allowed. **Candles, incense, flammables and flammable liquids, and any type of incendiaries are prohibited.** Non-flame producing candles are allowed. Smoking or vaping is allowed at designated tobacco and smoking areas around Rice University. See Rice University [Smoking Policy #839](#) for designated smoking areas.

Alterations/Improvements

You are not permitted to make material alterations of any kind to your campus housing residence or College spaces. Includes, but not limited to, painting, use of chalk, and penetrating walls, doors, floors, and ceilings.

Safety

No lab research / industrial equipment requiring special ventilation, exhaust, or shielding is permitted. See [safety.rice.edu](#) for more information. Tampering with the limits on your room's thermostat is prohibited. If there is any problem with your heating / cooling system you should submit a request for service. Violation(s) of the aforementioned rules regarding energy related devices or controls could result in an energy-use surcharge of up to \$200 per item or incident. **All firearms and dangerous weapons are prohibited on campus in accordance with University policy No. 835.** Rice University officials and H&D reserve the right to remove prohibited items without notice or liability. **Tampering with or disabling fire detection devices is strictly prohibited.**

(e) Storage and Bicycles

College areas must be kept clean and maintained. Your personal belongings are not to be stored, even temporarily or during the summer, in the hallways, stairwells, landings, balconies, laundry rooms, parking lots, and other common areas of the Colleges. Do not hang anything on fire sprinkler pipes, devices or any other life safety device. Egresses, such as exits, cannot be blocked at any time for any reason. Bicycles on campus are to be stored in your room or secured to a bicycle rack. **H&D reserves the right to remove improperly stored items without notice or liability.** All bicycles should be registered with the Rice University Police Department. Bicycles may not be left on campus for the summer. Bicycles that are abandoned are subject to removal and relegated to Campus Police and / or the H&D office. Bicycles will be removed from College bike racks if they are not licensed with RUPD during the Winter break and immediately after move-out in May or if deemed abandoned.

(f) Access and Security

Check to be sure the locks and latches on your doors and windows are in good working order. Notify H&D immediately if any repairs are necessary or if your key or card is lost or stolen. The safety and security of you and your roommates / suitemates will require new keys and lock cores if your key is lost or stolen, and you may be charged a fee per lock-core. If you are in a cardkey College and lose your card you will need to replace the card at the Rice University Police Department. You are not permitted to duplicate your room key or change your room locks. **You must lock the door to your room at all times, even if you are inside or only leaving for a short time.** Do not open the door for someone if you have any concerns regarding their identity or intent. Common area doors with controlled access via key / card help reduce unauthorized entries and threats to persons and property. **Do not prop any doors in the college open. Propping doors is a security and fire risk.** Propping doors and disabling any security devices will result in fines to individuals and / or Colleges. You may not allow others to use your key or card. No security measure is fail-safe and Rice disclaims any express or implied warranties of security. If you are locked out of your room for some reason, please contact H&D during regular business hours. After hours lock outs, please call RUPD.

(g) Fire Drills and Alarms

Mandatory fire drills will be conducted during the first 2 weeks of each semester. Failure to evacuate or attempt to enter any time a building is in alarm will result in a fine and a possible referral to Student Judicial Programs.

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(h) Furniture

Each room comes with assigned standard furnishings. H&D prohibits students from moving furniture out of their room without prior approval. A moving and storage fee will be charged to your account for standard furniture removal and storage. H&D reserves the right to remove furniture that is considered to be a safety hazard. Do not arrange furniture in such a way that it prevents easy access and egress in to the room or space.

(i) Liability and Insurance

You are responsible and liable for, and shall hold Rice harmless from, any and all injury and damage to persons and property caused, directly or indirectly, by your intentional or negligent acts or omissions. With respect to damage to your room, suite, hall, floor, wing or College, your responsibility and liability may be joint and several with your roommates, suitemates, hall mates, floor mates or other College members, as deemed appropriate under the circumstances by Rice, H&D and / or your College government. **YOU ARE RESPONSIBLE AND LIABLE FOR INSURING YOUR PERSONAL BELONGINGS, INCLUDING LOSSES DUE TO FIRE, SMOKE, WATER AND THEFT. RICE SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF YOUR PERSONAL BELONGINGS, AND DOES NOT PROVIDE ANY INSURANCE COVERAGE FOR YOUR BENEFIT.**

(j) Right of Entry

Rice personnel on official business, including your College Masters, and other service personnel authorized by H&D may enter your living space without notice in the event of an emergency repair or safety issue. Otherwise, attempts will be made to coordinate with your schedule to enter the space when appropriate. Regular access will generally be for purposes of removing trash, cleaning the bathrooms, and conducting maintenance and repairs. **Any observed violations while in the room or space pertaining to this Agreement, Rice policies, or law may be reported to H&D or RUPD.** Trashcans may be temporarily placed in the hall for pick-up.

(k) Regular Entry

If you have any special housekeeping needs during the year, please contact H&D to make appropriate arrangements. Additional services may incur service costs. Maintenance concerns and repairs, including insect or pest control needs, must be submitted promptly to H&D work@rice.edu to expedite service, prevent further damage and limit related costs. When possible, efforts will be made to accommodate your schedule when entering your room; however, Rice reserves the right to conduct inspections, maintenance, and repairs at any time. A request or consent by one member of a room / suite shall be deemed a request or consent, as the case may be, by all members of the room / suite.

(l) Violations

If Rice, H&D, the College Masters and / or your College government determines that you have violated any of the provisions of this Agreement or that you represent a risk or nuisance to persons or property, you may be assessed charges, required to move off campus and / or subject to other disciplinary action (see the [Code of Student Conduct](#)).

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2. DINING SERVICES

(a) Meals

Students may dine in any of the residential dining commons except when the Colleges have a private function. Your Rice Student ID card is required to access the service areas. The on campus meal plan has a provision for five guest meals per semester. **Meals are non-transferable and may not be shared with others. All residents are required to purchase the on campus meal plan.**

(b) Tetras

“Tetra” Points are funds deposited on your student Rice ID and can be spent at multiple campus eateries for the purchase of food and non-alcoholic beverages. These Points are available for your use as long as you are a currently registered undergraduate student at Rice University. Tetra points may be purchased by visiting the Meal Plan Administrator at the Housing & Dining Office or by filling out an online form at dining.rice.edu. Upon your graduation, any unused Tetra Points will expire. **Tetra points are non-refundable and non-transferable.**

(c) Service

Meal plan service at the Colleges will be available for breakfast, lunch and dinner Monday through Friday, breakfast and lunch on Saturday, and lunch and dinner on Sunday. Specific hours of operation as well as the list, of which kitchens will be operating, will be posted at: dining.rice.edu. Meal plan service will begin (i) for new matriculants with lunch on Sunday, August 13, 2017, and (ii) for all other students with lunch on Sunday, August 20, 2017. Meal plan service will end (i) for graduating students with breakfast on Saturday, May 12, 2018, and (ii) for all other students with dinner on Wednesday, May 2, 2018. Non-graduating students may use Tetra Points for meal service during the week of graduation. Meal plan service will not be provided during (i) Thanksgiving recess (No Dinner Wednesday, November 22, 2017 through Lunch Sunday, November 26, 2017), (ii) Winter recess (No meal service on Thursday, December 14, 2017, through Lunch on Sunday, January 7, 2018); (iii) Spring Break (No Dinner Friday, March 9, 2018 through Lunch Sunday, March 18, 2018). All College dishes, glasses and cutlery must remain in the commons dining area and are property of H&D. You may be assessed charges for any removal of dinnerware from your room. **Disposables are available for take out and intended for a single meal. Please do not use disposables for dining in the commons.**

Important Dining Dates

1. **August 13, 2017 - Orientation week meal service begins for new matriculants**
2. **August 20, 2017 - Returning students meal service begins**
3. **November 22, 2017 – November 26, 2017 - Thanksgiving recess – no meal service**
4. **December 14, 2017 – January 6, 2018 - Winter recess (campus closed) no meal service**
5. **Sunday, January 7, 2018 – Spring Meal Service Begins**
6. **March 9, 2018 – Sunday March 18, 2018 - Spring break – no meal service**
7. **May 2, 2018– Meal plan ends for non-graduating students**
8. **May 12, 2018 – Meal plan ends for graduating students**

3. PAYMENTS

(a) Campus Housing and Meal Plan Charges

Campus housing and meal plan charges are payable by the semester per the statement issued by the Cashier’s Office. All payments should be made to your account at the Cashier’s Office and are subject to additional late charges if not paid on time.

(b) Other Charges

Your account at the Cashier’s Office will be assessed for any charges you incur in connection with this Agreement. You are responsible for payment within 30 days of invoicing.

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4. EARLY TERMINATION; MOVE OUT PROCEDURES; LIABILITY AFTER TERMINATION

(a) Early Termination Prior to August 19, 2017.

If you decide to live / move off campus after signing a housing agreement and been assigned a room, you must give written notice to H&D and pay the appropriate termination fees. If notice of cancellation is provided (i) prior to April 30, 2017, termination fees will be \$150, (ii) between April 30, 2017 and August 19, 2017; termination fees will be \$750.

(b) Early Termination After August 19, 2017.

- (i) *Termination Due to a Qualifying Event:* Qualifying events are reasons a student may cancel and be released from this agreement without being subject to paying for the full value of the housing agreement. Students who cancel due to the following qualifying events will be charged the daily rate through their date of check out; they will not be charged any fees for early termination. Cancellations for these reasons require approved supporting documentation from the appropriate Rice officials.
 - a. Medical Withdrawal from the University
 - b. University study abroad program (30 day notice required)
 - c. Mid-Year Graduation (30 day notice required)
 - d. Student becomes a parent (30 day notice required)
 - e. Irreconcilable difference with roommate(s) (30 day notice required plus written recommendation from College Master)
- (ii) *Termination Due to a Non-Qualifying Event:* Non-qualifying events are cancellations for any reason other than qualifying events in Section (4.b.i.). Non-Qualifying event may include rustication, academic suspension, and disciplinary suspension. Students who cancel this housing agreement for a non-qualifying event will be charged the daily rate through their date of check out plus a \$750 re-letting fee if Fall semester housing is cancelled prior to September 1, 2017 or if Spring semester housing is cancelled prior January 21, 2018. Students who cancel a housing agreement for a non-qualifying event after September 3, 2017 (Fall Semester) or January 19, 2018 (Spring Semester) will be charged as per the current Rice tuition and fee schedule ([found on the Academic Calendar and referenced below](#))

<i>% of Costs Refunded</i>	<i>Fall Semester Housing*</i>	<i>Spring Semester Housing*</i>
<i>Section (4.b.ii)</i>	<i>On or Before September 1, 2017</i>	<i>On or Before January 19, 2018</i>
<i>70% Refund</i>	<i>Sept 2, 2017 – Sept 8, 2017</i>	<i>Jan 20 – Jan 26, 2018</i>
<i>60% Refund</i>	<i>Sept 9 – Sept 15, 2017</i>	<i>Jan 27 – Feb 3, 2018</i>
<i>50% Refund</i>	<i>Sept 16 – Sept 22, 2017</i>	<i>Feb 4 – Feb 9, 2018</i>
<i>40% Refund</i>	<i>Sept 23 – Sept 29, 2017</i>	<i>Feb 10 – Feb 16, 2018</i>
<i>30% Refund</i>	<i>Sept 30 – Oct 6, 2017</i>	<i>Feb 17 – Feb 23, 2018</i>
<i>20% Refund</i>	<i>Oct 7 – Oct 13, 2017</i>	<i>Feb 24 – Mar 2, 2018</i>
<i>10% Refund</i>	<i>Oct 14 – Oct 20, 2017</i>	<i>Mar 3 – Mar 9, 2018</i>
<i>Non-Refundable</i>	<i>After Oct 20, 2017</i>	<i>After Mar 23, 2018</i>

*All refund dates are based on the date when housing is vacated.

- (iii) If extenuating circumstances arise, you may appeal to H&D to determine your right to terminate this Agreement, including any related requirements.
- (iv) If your campus housing is rendered uninhabitable by fire, flood or other disaster, H&D will use its best efforts to provide you with other campus housing arrangements. If alternative campus housing arrangements are not available, this Agreement will terminate effective as of the date of such disaster.

(c) Move Out Procedures

Upon any termination of this Agreement, you shall promptly vacate your campus housing, leaving all Rice property in the same condition as when received, reasonable wear and tear is expected. **Procedures for moving out include securing an appointment for proper checkout or turning in a signed express checkout form along with your room key. Failure to complete a proper checkout will result in both a \$200 fee and any relevant damage charges.** You shall be held responsible and liable for all expenses related to (i) the repair or replacement of damaged or lost Rice property, (ii) the disposal of any abandoned furniture, refrigerators, decor, clothing, projects, books, or other personal belongings, and (iii) the cleanup of any excessive trash or debris. Your responsibility and liability shall be joint and several with any roommates / suitemates. If any

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disposal or cleanup charges are assessed with respect to your room / suite, each roommate / suitemate will be subject to a \$25 minimum charge. All campus housing must be vacated on your move-out date as noted in section 4.b. **Rice shall not be held responsible or liable for any personal belongings left in campus housing and may remove them without notice or liability.** Return your room and / or suite key at the end of your stay to your College Coordinator or to the Housing and Dining office.

(d) Liability After Termination

Notwithstanding anything in this Agreement to the contrary, upon any termination of this Agreement you shall remain responsible and liable for all obligations accruing prior to its termination and under all provisions that expressly or by their nature extend beyond and survive its termination.

5. GENERAL

(a) No Assignment, Sublet, Amendment, or Waiver

This Agreement (i) may not be assigned or sublet, in whole or in part, (ii) may not be amended or modified, by course of conduct or otherwise, and (iii) may not be waived, in whole or in part, by delay in enforcement or otherwise, except, in each instance, with written approval of the Associate Vice President for Housing and Dining or its designated chief housing officer.

(b) Enforceability

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflicts and choice of law principles. By signing this Agreement you confirm that (i) you have read and fully understand this Agreement, (ii) you intend this Agreement to be legally binding upon and enforceable against you and your family members, estate, heirs and legal representatives, (iii) you intend this Agreement to inure to the benefit of Rice, and (iv) confirm that you are at least 18 years of age, fully competent, and entering into this Agreement of your own free will and judgment. If you are under the age of 18, your parent or legal guardian must also sign this Agreement.

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**Exhibit A
Schedule of Fees**

Housing and Dining inspects all of the residential colleges on a regular basis. Depending on the nature of the fine, the charges are assessed either directly to the individual responsible or if there is doubt in culpability, the fine is assessed to the college. It is the responsibility of the college government to investigate and pay the fine on behalf of the student(s) or formally report individual culpability to Housing and Dining for reassessment of the standing charges. Multiple fines and charges may apply to a single incident.

If you wish to appeal a fine, appeal online at <http://campushousing.rice.edu>. You will be scheduled an appointment for you to appeal formally to RCMAC (Residential Colleges Management Advisory Committee). Your appeal will be heard and a decision will be rendered.

Keys	
Rekey due to lost keys	\$100 per core – may also include additional charges for suites
Fire safety	
Disconnected / tampered with door closers	\$200 plus cost of repairs / replacement
Failure to evacuate immediately when fire alarm sounds	\$200
Hanging items from fire sprinkler pipes or devices	\$200
Malicious fire alarm pulls	\$600
Possession of Incendiaries, incense, flammables, flammables, and candles	\$200 per incident and subject to confiscation
Prank discharge of fire extinguishers	\$400 plus cost of cleaning / repairs
Propped college and commons doors including all stairwells doors	\$500
Propped inside doors (bathrooms)	\$200
Propped or disabled residential room door locks	\$200
Setting off fire alarms for any non-emergency reason	\$400 plus cost of cleaning / repairs
Tampering with or covering fire alarm sounders, detectors, and strobes	\$500
Miscellaneous	
Approved removal & Storage of H&D furniture (per item)	\$25
Bicycle parked in an unapproved area (H&D areas)	\$50
Labor rates	\$20/hour regular time and \$30/hour overtime
Moving in early or moving out late	\$200 per day
Room condition reports not turned in by 3 rd day of first week of classes	\$25
Tampering with thermostats	\$200 plus cost of repair
Unapproved removal of H&D furniture (common space & rooms) per item	\$50
Unapproved pets in housing	\$200 plus cost of cleaning and exterminating
Repairs or cleaning	
Broken windows	cost of repair
Cleanup for parties, pranks or vandalism	cost of repair
Vandalized property	cost of repair
Safety	
Disabling / tampering elevator by misuse	\$500 plus cost of repairs
Unauthorized rooftop access per person	\$500