

Campus Living Residences Apartment Agreement Ross University School of Veterinary Medicine

Ross University School of Medicine, School of Veterinary Medicine (St. Kitts) Limited, hereinafter identified as *the University*, and the undersigned, hereinafter identified as *the resident* or *occupant*, enter into this Campus Living Residences Apartment Agreement with the following terms and conditions. The occupant understands that the University will not permit the resident to occupy an apartment without the occupant's agreement to all terms and conditions listed as a part of this Agreement.

1. Eligibility

In order to be eligible for occupancy in the University apartments, the student must be either enrolled at Ross University School of Veterinary Medicine or be a dependent or an accompanying adult of the student. The Campus Living Residences are considered "transitional housing"; i.e. students are only allowed to live on campus for their first term on island whether they enter as a traditional semester one student or through the Vet Prep program. After the end of that first term, they are required to obtain off-campus housing.

2. Contract Terms

This contract relates to only the semester when a student resides in on campus University housing. It will become effective only when the resident has signed this agreement and the University sends to the resident confirmation of the housing assignment by email of an apartment in the on-campus housing. Signing the Campus Living Apartment Agreement constitutes an acceptance of all the terms and conditions within this agreement, the *Ross University Student Handbook* and the *Campus Living Residences Handbook* and promise to pay all associated housing charges to Ross University.

3. Withdrawal from the University & Refunds for Apartment Housing

Schedule of Room Charge Liability

| | |
|-------------------|------|
| Week 1..... | 20% |
| Week 2..... | 40% |
| Week 3..... | 60% |
| Week 4..... | 70% |
| Week 5..... | 80% |
| Week 6..... | 90% |
| After Week 6..... | 100% |

In the case of a prolonged illness or an emergency that requires a resident to withdrawal from the university, a substantiating statement from the attending physician is required in order to receive refunds or credits for apartment fees that will be prorated on a weekly basis from the date of official withdrawal.

4. Rates

The occupant agrees to pay all apartment rates as published for the term of the agreement. Semester charges for apartment units are billed to occupant accounts and processed according to the billing and financial procedures of the University. The University reserves the right to adjust apartment rates during the term of this agreement. Rate increases will require a 30 day calendar notice to resident students.

5. Apartment Entry

The occupant is a licensee only (and not a tenant) of the apartment. The University shall have the right to enter the apartment at any time; however, the University's right to enter an apartment will be exercised with discretion. Authorized university personnel, before entering an apartment, should knock, announce themselves and then enter.

If possible, a reasonable effort will be made to have the occupant(s) present. The following authorized university personnel may enter a student apartment with or without the

student(s) present:

- A. Maintenance workers, craftsmen, and authorized agents of the University for repair, maintenance, cleaning or physical improvement of the apartment. When possible, the resident(s) of an apartment will be given prior notice of prescheduled work;
- B. Housing staff to resolve emergency or disruptive situations (which include, but are not limited to, loud music, telephone ringing, or an alarm sounding), to respond to violations of university regulations or civil law that endanger the safety or welfare of students.

6. Liability

The University is not liable for the loss, damage to, or theft of properties belonging to the occupant. Further, the University shall not be liable for any claims for damage by reason of any injury or injuries to any person or persons, or damage to property which in any way arises out of the use and occupancy of the on-campus housing. The occupant or resident hereby agrees to hold Ross University School of Veterinary Medicine and its agents harmless from all liabilities on account of or by reason of any such injuries, liabilities, claims, suits or losses. The occupant or resident shall be responsible for obtaining insurance coverage on her/his personal property.

7. Abandonment of Personal Property

The University, without liability, has the right to dispose of any personal property left on the premises two weeks after the end of the semester or other termination of this agreement.

8. Assignment Policy

Residents are assigned to apartment units according to their preferences on the application, space availability and on a date priority basis. The University reserves the right to make reassignments and temporary housing assignments as considered necessary.

9. Apartment Unit Changes

A resident may change apartment units only with written authorization from the Housing Department. Unauthorized apartment unit changes or failure to move out of an apartment unit when required may result in additional charges as determined by the University.

10. Check-in and Check-out

Each resident is considered checked-in when (s)he obtains the apartment key. When moving into the assigned apartment unit, the resident shall complete, sign and turn in an Room Condition Report (RCR). When vacating the assigned apartment, the resident must check out with Campus Living staff. Each resident agrees to follow the proper check-out procedures when vacating the premises or relocating within the housing system. Failure to follow established check-out procedures may result in improper check-out charges as determined by the University.

Assigned bed space will only be held until 3:00 p.m. on the first day of classes each semester unless prior arrangements had been made. When the resident fails to check-in to the assigned apartment unit, (s)he will be subject to applicable

forfeiture and cancellation fees and will be charged all applicable apartment charges until written notice of housing cancellation is received by the Housing Department.

All apartment buildings close by 12:00 p.m. on the Saturday of Final Examination Week.

11. Guests

Only the resident(s) of an apartment unit is/are allowed to occupy the assigned apartment; however, from time to time, the resident may wish to have family or friends visit. In these cases, the resident agrees to abide by the guest policy as outlined in the *Campus Living Residences Handbook*. The resident agrees to take responsibility for the behavior and actions of his/her guests while the guest is on campus and to make his/her guests aware of expected norms of conduct and the appropriate University and apartment regulations.

12. Resident Responsibilities

The resident agrees to observe all rules and regulations of Ross University, the Housing Department which are incorporated by reference into this document. The resident agrees to honor all terms and conditions stated in this agreement, the *Campus Living Residences Handbook*, and other official University publications. Violations of these rules, regulations, terms and conditions, and including, but not limited to, ones related to alcohol and drugs parameters, weapons possession, tampering with fire equipment, guest and animals, may result in eviction at the sole and absolute discretion of the University.

13. Apartment Damage Deposit and Costs

The resident agrees to be liable for damage or other loss incurred to the building, apartment, furniture, and/or equipment that is not the result of ordinary wear and tear. Residents agree to pay an Apartment Damage Deposit of \$250 USD and authorize to pay this amount from financial aid, if applicable, as a non-institutional educational expense. This will be reimbursed (within 30 days of apartment inspection) minus any charges from damages to the apartment unit or furnishings or any additional apartment related charges (such as a key that is not returned or improper check-out or cleaning assessment). The liability of the resident under this Section is not limited to the amount of the Apartment Damage Deposit. Such liability is unlimited.

14. Lock Changes/Lost Keys

Lost apartment keys and outside door keys will result in the locks being changed. The cost of lock changes and key replacements will be charged to the resident.

15. Safety and Security

Residents shall comply with University safety and security procedures in the apartment buildings, including weapons policy, and shall not tamper with locked doors or admit unauthorized persons into buildings.

16. Apartment Care

Residents are responsible for removing waste materials in a

proper manner, cleaning their apartments and maintaining sanitary and safe conditions which are acceptable to the University. Moveable furniture allocated to common areas may not be removed. No open flame devices, including candles and incense, may be used in apartments. No animals are allowed in the apartment buildings (student rooms and common areas such as study lounges, TV lounges etc.). except those that fall under the Campus Living Pet Friendly Pilot Program where new incoming students with only ONE pet are allowed to live on-campus (refer to page 17 of the *Campus Living Handbook* for more information on this).

17. Solicitation

The apartment buildings may not be used for any unapproved commercial enterprise. The University acting through the Housing Department reserves the right to limit commercial sales and solicitations in order to prevent disruption, to protect safety and security of the residents and to protect residents from commercial exploitation or for any other reason.

18. Disciplinary Action

Disciplinary action may be taken against University students and other individuals on University property for violation of University rules and regulations and policies. This may include, but is not limited to, such action as monetary retribution, fines, rescinding privileges, or any sanctions necessary to maintain order and protect the rights of residents, faculty and staff.

In addition to any disciplinary action, a resident may be immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of the residents or others, or unduly interrupts legitimate operational processes of the University. In the event a resident is removed from the apartments as a disciplinary action, there may be no refund of apartment charges for the semester.

19. Termination of the Apartment Agreement by the University

The University reserves the right to terminate the Apartment Agreement under the following circumstances; in all of these circumstances, the apartment charges for the semester will not be refunded:

- 1) A resident violates any rules or regulations listed in or referred to in the *Apartment Agreement*; the *Ross University Student Handbook*, or the *Campus Living Residences Handbook*, or in any other official University publication at Ross University.
- 2) A resident fails to comply with any portion of this agreement.
- 3) A resident has any unpaid charges from a previous Apartment Agreement.

20. Contract Authority

If the resident is under the age of 18, her/his parents or legal guardian shall become a party to this agreement and shall be required to sign an Apartment Agreement upon occupancy of the apartment at the start of the semester as evidence of acceptance of all terms and conditions of this agreement.