

**OBERLIN COLLEGE
OFFICE OF RESIDENTIAL EDUCATION AND DINING SERVICES
HOUSING AND DINING AGREEMENT
2021-2022**

TERMS AND CONDITIONS

This Housing and Dining Agreement (the "Agreement") serves to enroll the Student in Oberlin College's (the "College") Housing and Dining Program that is an integral and required component of an Oberlin education. In choosing this residential college, the Student agrees to accept the following principles, terms, and conditions, and to be responsible for all associated fees. All Students enrolled in Oberlin College are generally required to pay the Room and Board fees and to live and take meals in College housing and dining halls.

The following terms and conditions constitute the Agreement between Oberlin College and an enrolled Student for a Housing and Dining Agreement. In addition, all enrolled Students must read and abide by all policies and procedures as established by Oberlin College. The complete Student Regulations: Policies and Procedures is available on-line in the Oberlin Student Handbook. The Student Handbook, Student Regulations: Policies and Procedures, the Student Conduct published student regulations, and the Residential Education policies (available at: <https://www.oberlin.edu/housing/returning-students>) together with any and all revisions, are incorporated into the body of this Agreement as if fully set forth herein.

1. **PAYMENT OF FEES:** Room and Board fees are set each year by the College and approved by the Board of Trustees and are payable in conjunction with tuition and fees; they are included in the statement sent by the Office of Student Accounts. Charges for Students who leave the housing and/or dining program are billed at the rate of ten percent (10%) of the semester charge for each week or a fraction thereof in residence. There is no refund after the ninth (9th) week of the semester. Any Student who remains enrolled in the College, but leaves College housing and/or dining during the academic year without official notice and approval, continues to be responsible for all Room and Board fees for the full academic year.
 - a. **Public Health Emergency.** In the event the College must cease operations of its Housing and Dining Program to the general student population due to public health emergency needs, including COVID, the refund schedule outlined in Section 1(b) of this Agreement will apply. If a student who has executed this Agreement obtains permission to remain on campus during ceased operations ("permitted students"), this Agreement will remain fully effective. Should Permitted Students require additional time on campus outside the dates of the applicable academic term and the College grants such additional permission, the Permitted Student will enter into a separate Agreement for the additional period of time on campus.
 - b. **Public Health Emergency Ceased Operations Refund Schedule.** In the event of ceased operations pursuant to Section 1(a) of this Agreement, the College will issue students a refund according to the following schedule (based on the Week of ceased operations): Week 1: 100%; Week 2: 75%; Week 3: 65%; Week 4: 55%; Week 5: 45%; Week 6: 35%; Week 7: 25%. The College will not issue refunds under this Section after the Seventh (7th) week of ResEd operations.
 - c. **Violation of Academic Year Community Agreement.** Notwithstanding the procedures outlined in Section 8 of this Agreement, if the College determines a student violated the Academic Year Community Agreement and the violation results in the student's removal from campus, the student's removal from campus will trigger the automatic termination of this Agreement. The College's procedure for determining the student's violation under the Academic Year Community Agreement will be sufficient for the legal procedural requirements for College tenant rental agreements.
2. **HOUSING AND DINING EXEMPTIONS:** All Students are expected to live in Res Ed or OSCA housing unless the Student receives a written notice of off-campus status or exemption from the Office of Residential Education and Dining Services. All Students are expected take meals unless the Student receives a written notice of exemption from the Office of Residential Education and Dining Services.
3. **PERSONAL USE:** All Students residing in Res Ed or OSCA housing agree that the housing assigned to the Resident shall be used only by the individual assigned to the space and may not be transferred or assigned or sublet to another person. Residents may not be assigned to more than one (1) residency space at the same time or occupy more than one (1) space at the same time. The space will be used only for personal living, sleeping, and studying. No commercial business operation, solicitation, canvassing, sales, marketing or advertising will be conducted out of the assigned space. Residents should be aware that they are subject to all local, state, and federal laws, including those regarding gambling, firearms, and the use and possession of alcoholic beverages and illegal drugs. The College's policies and procedures regarding College housing and Student rights and responsibilities are detailed in the Student Regulations: Policies and Procedures.
4. **RIGHTS RESERVED BY THE COLLEGE:** The College at all times reserves the right to assign or reassign Students to a housing space, including temporary space(s), and to close rooms and/or facilities when vacancies exist, when additional spaces are needed, or when areas are rendered unfit for occupancy. Agents of the College shall have the right to enter College housing at all reasonable hours (and upon reasonable notice when applicable) for the purpose of examining the spaces or making repairs or alterations as necessary for safety and maintenance. The College reserves the right to conduct life safety inspections as necessary, without prior notice, to identify and correct life safety violations. Residents are responsible for understanding and complying with procedures included in any residential handbook and with the Social Conduct Standards and Housing and Dining Regulations as stated in Student Regulations: Policies and Procedures, which are incorporated into this Agreement as if fully set forth herein. Oberlin reserves the right to transfer or evict students in accordance with Section (8) of this Agreement.

5. **STORAGE OF PERSONAL BELONGINGS:** Students may not store personal belongings on campus and should seek outside storage vendors if this service is desired. A courtesy list of outside vendors is provided at <https://www.oberlin.edu/housing/services>.
6. **RESPONSIBILITY FOR PERSONAL PROPERTY:** The College and the Office of Residential Education and Dining Services assume no liability for theft, damage or loss of money, valuables or other personal effects of any Student or guest caused by fire, water, steam, insufficient heat, power failure, the elements, neglect, theft, or the actions of a third party that occur in College housing or on College property. Students are encouraged to confirm that their property is covered by their family's homeowners' insurance or to carry personal property insurance.
7. **MAINTENANCE:** No Student shall alter, repair or contract the repair of any furnishing, structural fixture, or electrical, mechanical, or plumbing equipment. Maintenance needs are to be reported to the Office of Facilities Operations through the online submission process. Only the appropriate College Services employees may paint and make alterations to the room or furnishings. The College will be responsible for making all repairs determined as being necessary and appropriate.
8. **DISMISSAL FROM COLLEGE HOUSING:** Pursuant to Ohio law, the College may terminate this Agreement and require the Student to vacate College housing upon a determination that the Student has violated a provision of this Agreement or has violated an applicable provision of the Student Regulations: Policies and Procedures of the Oberlin Student Handbook, including but not limited to: failure to enroll, failure to pay Tuition and Room and Board fees, trafficking or abuse of controlled substances, weapons violations, as a response to cumulative disciplinary history or damage to College housing and property, serious threat of harm to another student, and in the response to facility emergencies resulting from fire, water or weather damage. Notwithstanding, in any case where a Student's presence in College housing poses an immediate threat to person or property, as determined by the Office of Residential Education and Dining Services, the Student may be required to immediately vacate College housing until a hearing on the matter is held. A determination that the Student has violated a provision of this Agreement or violated an applicable standard of the Student Regulations: Policies and Procedures of the Oberlin Student Handbook may be made only after the Student is given written notice of the alleged violation and a right to be heard on the matter. The College's notice and hearing procedures, and the College's officers authorized to make foregoing determinations, are described in detail in the Student Regulations: Policies and Procedures of the Oberlin Student Handbook, which descriptions are hereby incorporated into this agreement as if fully set forth herein. In the event that this Agreement is terminated as a result of such a violation, the Student will be responsible for Room and Board fees in accordance with Section (1) of this Agreement.
9. **HOLD HARMLESS:** Residents agree to hold the College, its employees, agents and contractors harmless from all damage, liability, or loss sustained by you or others in your space that results from the negligent or illegal use or intentional misuse of the room by you or others in your space.
10. **PETS:** Possession of birds, cats, dogs, reptiles or other animals in any part of College residential and dining space is not permitted except when authorized as a reasonable accommodation for a certified disability as required by law and consistent with College policy. To request an accommodation, students should contact the Office of Disability Resources (440-775-5588) and submit the required documentation by the deadline established by that office.