



**UNIVERSITY OF MAINE AT MACHIAS
DEPARTMENT OF RESIDENCE LIFE
RESIDENCE HALL CONTRACT, TERMS AND AGREEMENT
2007-2008**



The Residence Hall Contract is a license between the University of Maine System, acting through the University of Maine at Machias and each resident student for the entire academic year, consisting of the consecutive Fall and Spring semesters. If a student comes into the hall at the Spring semester, he/she will enter into the Contract for that semester only. This Contract shall automatically terminate if the student officially withdraws or is dismissed from the University, EXCEPT that a resident who withdraws from the University after the end of the Fall semester, but re-enrolls at the University for the subsequent Spring semester shall not be released from this contract, but shall be charged the full rate for the Fall and Spring semesters.

1. A room deposit of \$100 is required to confirm a residence hall room for all new students and returning students who currently live off campus. The deposit is not refundable if the Contract is canceled by the student after June 1 for Fall semester or January 1 for Spring semester. Requests for room cancellation must be in writing signed by the student (and by the parent if the student is under 18 years of age) and sent to the Office of Student Life by the respective date listed above. If a \$100 room deposit was paid as part of the admissions process, then another deposit is not necessary. Returning students must cancel the Contract prior to June 1 for the fall semester in order not to be charged for room and board. Request must be in writing.

2. The University agrees to provide room and board accommodations to the student for the academic year, with the exception of the fall break, Thanksgiving recess, between semesters, winter and spring breaks, or any other stated University vacation.

The indicated room and board does not include room and board during recess periods. Those who find it necessary to remain on campus must make arrangements with the Office of Residence Life prior to each recess. Additional charges will be made to those who remain. If students fail to make arrangements by the deadline for break housing, there will be an automatic \$25 late fee billed to your account.

All students are entitled to occupy their rooms after noon, the day prior to the beginning of classes. Graduating seniors may remain in their rooms until 5:00 p.m. on the day of graduation, unless graduation is in the evening, and then they may remain until 9:00 a.m. on the following day. All other occupants must vacate their rooms within 24 hours of their last examination. In case of withdrawal, suspension, dismissal, or removal, occupants must vacate at the time designated by University administration.

3. The University reserves the right of room assignment, and of reassignment, for the benefit of the individual student or the group. In the event of underassignment, the University reserves the right to reassign individuals in order to consolidate space. All room changes must be pre-approved by the Resident Director.

4. Personal property of the resident or in the custody of the resident is not covered by the University for loss by theft or damage. Residents should carry their own insurance protection for personal property. Residents are advised that the University has insurance providing secondary insurance of up to \$5,000 per resident student for the student's personal property lost as a result of a fire in the student's residence hall. The University will not be responsible for items placed within designated residence hall storage rooms.

5. The student agrees that continued compliance with the rules and regulations of the University of Maine at Machias, of the residence halls, and of the residence hall student organizations, is a condition of the Contract. Violation of any such condition or of any other provision of this Contract, shall entitle the University, at its sole option, to terminate this Contract. Such termination shall become effective upon delivery of written notice to the student at his or her University address stating the grounds for termination. An election by the University not to exercise its option under this Section shall not preclude or waive the exercise of that option in the event of continuing or subsequent violation. Any student who violates the terms and conditions of this Contract may be disciplined in accordance with the provisions of the University Student Conduct Code, which can be found on the web at <http://www.ummmaine.edu/reslife/Residence%20Life/sec2.shtml>.

6. The University reserves the right to inspect student rooms and to regulate the use of the premises in accordance with University rules and regulations.

7. The execution and performance of the provisions of the Contract by the University are conditioned upon the student's fulfilling and maintaining the admission requirements and registration requirements of the University of Maine at Machias and the residence halls.

8. The financial obligations of the student shall not be terminated if the student changes his/her place of residence to non-university operated housing without a formal contract release. All changes of resident status must be approved by the Director of Student Life.

9. If a resident withdraws from the University before the end of any semester, refunds for room and board will be made in accordance with the schedule in effect. Residents removed from University housing for disciplinary reasons are ineligible for room and board refunds.

10. The student agrees to make payment to the University according to the published payment schedule.
11. The student agrees that, upon termination of the Contract, the student's room will be left in the same condition and with the same furnishings provided at the time this Contract took effect. The student will not substitute or remove University furniture or furnishings from his/her room without the approval from the Office of Residence Life. If a student fails to check out with a residence life staff member, he/she will be billed \$25.00 for an improper check-out in addition to any room damages.
12. Each occupant will be held responsible for damage beyond normal wear and tear to his/her room and/or for any other on-campus damage he/she has caused. All residents of a room assume full and equal responsibility for the room. In the event that damage occurs to a room or common area for which the individual responsible cannot be identified, all residents of the room or residence hall will be held financially responsible as appropriate.
13. The possession or illegal use of narcotics and/or non-prescribed drugs, drug paraphernalia, firearms or other dangerous weapons, and fireworks is strictly prohibited. Violation of this regulation may result in suspension or dismissal from the University.
14. Tampering with fire extinguishers, alarm systems and/or sprinkler systems is strictly prohibited. Violation of this regulation may result in suspension or dismissal from the University.
15. All fire alarms will be called to the Machias Fire Department. The charge for answering false alarms will be billed to the residential students.
16. Unauthorized removal of furniture from residence hall rooms and common areas is prohibited.
17. Building maintenance work (e.g., painting, repairs, or installation of equipment) by unauthorized personnel is prohibited.
18. Students are allowed to use electrical appliances such as hair dryers, irons, and corn poppers which are U.L.-approved and have self-contained, thermostatically controlled heating elements. Refrigerators must be U.L.-approved in good working order, and 4.0 cubic feet or smaller. The following items, while not inclusive, are not permitted in student rooms: microwave ovens over 700 watts, halogen lamps, electric space heaters, and other high intensity appliances. Because of fire hazards, fireworks, candles, incense, and open flame devices are prohibited from the residence halls.
19. Dangerous weapons, including, but not limited to, firearms, bows, arrows, rockets, launching devices, air guns, knives, edged weapons, and martial arts weapons are not permitted in student rooms or other areas within the residence halls, automobiles or other campus locations. All items must be registered with a Resident Director and stored in a secure place..
20. Residence hall students under this Contract will be subject to University policy regarding pets, which can be found at <http://www.unm.maine.edu/life/studentguide/studentguide.shtml>.
21. Accommodations in the residence halls are available only to students currently enrolled at the University of Maine at Machias. All students residing in the residence halls are required to participate in the University food service plan as a condition of residence, unless he/she has been approved for an exemption by the Director of Student Life.
22. Those eligible to reside in the residence halls are:
 - a. Regular full-time matriculated students,
 - b. Part-time students who are matriculated in a degree program, registered for at least nine (9) credits, in good discipline standing, and in their last semester before graduation.
23. The student agrees that he/she will not allow someone else to live in the room. Nor will the student allow others to stay in the room without first gaining authorization from University administration.
24. Residence hall students under this Contract will be subject to University policy regarding the lodging of guests.
25. Students removed from the residence halls or cafeteria for cause will be denied access to the residence halls and cafeteria unless granted written permission by the President of the University of Maine at Machias.
26. The University and the resident student mutually agree that this Contract constitutes a license and not a lease.
27. The University provides reasonable accommodations to qualified students with a disability upon request. All requests should be directed to the Coordinator of Student Resources.

The financial requirements of the University, changing costs, state and legislative action and other matters may require an adjustment of these charges and expenses. The University reserves the right to make such adjustments to the estimated charges and expenses as may from time to time be necessary in the opinion of the Board of Trustees up to the date of final registration for a given academic semester.