



## 2024-2025 Student Residential Housing Contract (Boston campus)

This Student Residential Housing Contract is between the undersigned student (the “Resident”) and MCPHS University (“MCPHS” or “University”). It grants a license to the Resident to reside in University-sponsored housing, subject to certain terms and conditions. It is binding on the Resident upon signature.

**Please contact the Office of Student Access and Accommodations (OSAA) at 617.879.5925 to request accommodations for Residents with disabilities or health-related needs.** Additional documentation may be required, such as a Housing Accommodation form and documentation from the Resident’s medical provider. Accommodation requests will be reviewed on a case-by-case basis.

**For further information please visit:** <https://www.mcphs.edu/student-life/office-of-student-access-and-accommodations/housing-dining-accommodations>

### Terms and Conditions

- 1. Eligibility:** To qualify for and maintain a license to live in one of the University-sponsored residential housing options (a “Residence Hall”), an individual must be a full-time, in-person, matriculated degree student, maintaining a minimum of 12 credits.
- 2. Reservation:** To reserve a space, the Resident must sign and submit this contract through the Residence Life Portal at <https://www.mcphs.edu/student-life/boston/housing>. The deadlines to submit this contract through the Residence Life Portal are as follows:
  - **May 15, 2024**, for the full 2024-2025 academic year, beginning in the Fall 2024 semester; and
  - **December 1, 2024**, for Residents beginning classes at the start of the Spring 2025 semester.
  - Residents may apply for summer housing during the Spring 2025 semester.

The Resident must also pay a room reservation deposit fee that will be credited to the Resident’s account before the Resident can receive their housing assignment. The deposit is \$300 for new Residents and \$500 for returning Residents.

**3. License:** This contract grants the Resident a revocable license to reside in a Residence Hall, conditioned upon the terms and conditions set forth herein. ***This license is not a lease.*** It creates no exclusive right on the part of the Resident to occupy any portion of Residence Hall property. If this contract is terminated for any reason, the University will have the unconditional right to take complete possession of the Resident’s assigned room, by any lawful means, without being guilty of any manner of trespass and without prejudice to any other remedies.

**4. Contract Term:** For Residents seeking housing beginning in the fall semester, the term of this contract is the full academic year. For Residents seeking housing beginning in spring semester, the term of this contract is the spring semester only. University vacation periods are excluded. The Resident’s license to reside in a Residence Hall, including access to the assigned room, begins on the University’s designated move-in day and ends within twenty-four (24) hours after a Resident’s last final exam or last day of clinical rotation, but no later than 5:00 p.m. on the day following the last final exam or clinical rotation, or upon termination of this contract.

This contract may be extended to include housing during the summer semester, at the University's sole discretion and only upon timely request by the Resident and full payment of the additional Room Fee for the summer semester. Graduating Residents will be bound by this contract only for the time that they are enrolled at the University and must move out of the Residence Hall by 5:00 p.m. on the day after the commencement ceremony.

**5. Compliance with Rules and Policies:** The Resident understands and agrees that this license to reside in a Residence Hall is subject to the terms and conditions set forth in this contract and the policies, rules, and guidelines outlined in the Student Handbook and Residence Life publications. Residents who violate the Student Code of Conduct or this contract shall be subject to appropriate University student disciplinary and/or administrative action, including possible removal from their Residence Hall, suspension, and/or expulsion from the University. The Student Handbook, including the Student Code of Conduct, is available here: <https://my.mcphs.edu/en/departments/student-affairs/student-handbook>.

Residents assigned to University-sponsored housing on other college campuses may be subject to additional restrictions, dependent upon that institution's Residence Hall guidelines.

**6. Housing Assignment:** This contract provides the Resident with a space in a Residence Hall only; it does not guarantee a specific building, room, number of roommates, or choice of roommate(s). Whenever possible, housing assignments are made with consideration of the preferences selected on the Housing Questionnaire - Profile form. The University retains the right to make any changes in room assignments as necessary to maintain fiscal solvency, prescribed occupancy levels, or appropriate educational environment, including but not limited to requiring Residents to move from one room to another, consolidating vacancies, evicting Residents who violate Residence Hall policies, and assigning more occupants to a room. Requests for changes to housing assignments will not be considered until the room change period begins two weeks after each semester begins. The University makes no guarantee that a room change can or will be provided. Unauthorized room changes may result in a \$150 fine and/or disciplinary action. Residents are urged to contact the Office of Residence Life for resources and support to resolve roommate conflicts.

**7. Financial Provisions:** The MCPHS University Board of Trustees establishes all housing charges each year. All housing charges will be determined prior to the beginning of the contract term and must be paid by the specified billing date before move-in day.

- *Payment:* The Resident's ability to occupy their assigned room on move-in day is contingent upon the University's receipt of full payment of the room reservation fee, the room fee, and other applicable charges by the date specified by the University. A Resident may not move into a Residence Hall if all or a portion of their room-related payments are outstanding.
- *Non-Payment:* Upon non-payment of fees, fines, or any charges herein provided, the University may refuse to register the Resident for the next semester, allow the Resident to graduate, or grant housing.
- *Termination:* A Resident may terminate their Student Residential Housing Contract prior to move-in day, subject to the payment of a cancellation fee of \$500.00. On or after move-in day, the Resident may not terminate this contract and will be held financially liable for all payments due for the entire term of the contract. Financial penalties may apply for early or late departure.
- *Room Fee Refund Policy:* Any refunds to which a Resident may be entitled to shall be subject to the University's refund policy. Residents who vacate their room without written approval, are released due

to disciplinary sanctions, or have not settled other outstanding debts owed to the University are not eligible for any refunds of their room fees.

**8. Dining & Meal Plans:** Residents are required to have a meal plan and are automatically billed a board fee according to their housing assignment. Mandatory meal plans are pre-determined and specific to each Resident's living area. Dining hall meal services begin on the first day of a semester and end on the last day of final examinations. Meal services will not be provided during University vacation periods. Meal plans vary depending on the Residence Hall assignment. Meal plans are not required for Residents residing in housing during the summer semester.

**9. Check In:** On move-in day, check in procedures include completing all appropriate paperwork (including the Room Inventory & Condition Form) and picking up keys. Residents MAY NOT check in earlier than the designated move-in date for the fall, spring, or summer semesters. Early check-in may result in financial penalties.

**10. Keys, Fobs, and ID Badges:** All necessary keys and/or fobs and an ID Badge (for Residents assigned to University-sponsored housing on other college campuses) will be issued to the Resident and recorded at the beginning of the occupancy period. Residents are responsible for being always in possession of these items. Keys, fobs, and ID Badges may not be transferred, duplicated, or given to other individuals. Lost keys, fobs, or ID Badges must be reported immediately to Residence Life staff. When a key is lost, the Resident will be responsible for the replacement cost of a new lock and key (charges range from \$75-\$200). A Resident's repeated failure to carry Residence Hall keys or fobs, requiring assistance from Campus Security to access their room, may result in a fine and/or disciplinary action.

**11. Check Out:** Residents must move out by the designated check-out time at the end of the semester or academic year. Late check-out may result in financial penalties. Requests for early or late check-out must be submitted to the Office of Residence Life in advance of move-out day and will be determined on a case-by-case basis in the University's sole discretion. Residents checking out must turn in all keys, fobs, and ID Badges (for Residents assigned to University-sponsored housing on other college campuses) to the appropriate drop off location. Residents must remove all personal items and rubbish and leave their rooms in broom-clean condition; otherwise Residents will be billed for excess cleaning and removal of personal property. Failure to follow these procedures may result in a \$75 Improper Check Out fee and/or disciplinary action. Keys or fobs not returned at check-out will be considered lost and will result in a replacement charge.

A Resident who withdraws from the University, takes a leave of absence, or is dismissed for academic or disciplinary reasons must vacate their Residence Hall within seventy-two (72) hours of withdrawal or dismissal, unless otherwise directed by a University official.

**12. University Breaks:** Residents are not allowed to remain in their Residence Hall room during Thanksgiving, Winter, Spring, or Summer break. Any exceptions to this policy will be determined by the University in its sole discretion. Residents may request to remain in the Residence Hall during breaks due to extenuating circumstances, such as the distance of their primary residence from campus. Residents may be permitted by the University, in its sole discretion, to reside in a Residence Hall over Summer break under certain circumstances. Residents MUST submit a request to remain in their Residence Hall by the designated date provided for such requests, which will be reviewed on a case-by-case basis. Additional charges may apply for the additional time requested. Under no circumstances may Residents remain in Residence Halls between the

end of the Summer and start of the Fall semester. Residents who remain in the Residence Halls during breaks without approval will be subject to a \$75 fine and/or disciplinary action.

**13. Non-liability for Student Property:** The University shall not be held liable for any damage to, destruction of, or loss/theft of any property belonging to, or in the custody of, the Resident from any cause whatsoever, nor for the failure or interruption of utilities or appliances. Each Resident is advised to carry property insurance.

**14. Abandonment:** Residents are responsible for removing all personal possessions when they vacate their rooms, apartments, or suites. Any possessions left in a Residence Hall after the voluntary or involuntary termination of the Student Residential Housing Contract will be considered abandoned, will be discarded by the University, and the Resident may be billed an additional charge for removal. Residents may also face disciplinary action which could include loss of housing privileges. The University will not reimburse Residents for any abandoned items that are discarded.

**15. Damage:** The Resident is responsible for damage beyond normal wear and tear to the Resident's room/apartment/suite and for any other damage caused by the Resident. Any damages found during or upon termination of occupancy will be billed directly to Resident after the Resident departs from the Residence Hall, and the bill must be paid within twenty-one (21) days of receipt. If damage cannot be attributed to any one individual, charges will be assessed equally among all room occupants. If there is damage to common areas of any Residence Hall and the University cannot identify the individual(s) responsible, the University may require several or all the Residence Hall Residents to pay a prorated charge covering the cost of common area repair/replacement. The University reserves the right to terminate this contract with any Resident(s) associated with excessive Residence Hall damage.

**16. Storage:** Storage space for surplus or seasonally used personal property is not provided. Items may not be stored in common lounges, custodial closets, passageways, or on the roofs or grounds of the Residence Halls. As long as Residents plan to return to their assigned housing, they may leave their belongings in their room over the Thanksgiving, Winter, and Spring Breaks. Storage is not provided during the summer months.

**17. Entry/Inspection:** The University reserves the right to inspect Residence Hall rooms/apartments/suites and regulate the use of the premises in accordance with University policies. A Resident's room/apartment/suite may be entered without advance notice or prior consent by authorized University personnel, or authorized agents of the University, whenever there is reasonable cause concerning the health, safety, and/or welfare of individual Residents and/or the Residence Hall community at large. The University reserves the right to enter rooms/apartments for making routine repairs, to inspect spaces and clean in preparation for new residents, and in emergency and/or policy violation situations.

**18. Conduct:** Residents are prohibited from engaging in any of the following behaviors: conduct in or about any Residence Halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule, regulation, or policy of the University or any applicable law. These expectations are reflected in the Student Code of Conduct located in the MCPHS University Student Handbook.

**19. Drugs and Alcohol:** All Residents are required to abide by Massachusetts state law, city ordinances, and University policies regarding alcohol. Illegal drugs, substances, including medical marijuana, and paraphernalia are prohibited on University property including in the Residence Halls. Any violation identified will result in

confiscation and disciplinary action. For details on the University's alcohol and other drug policy, and response to violations, please refer to the full Drug and Alcohol policies in the MCPHS University Student Handbook at <https://my.mcphs.edu/en/departments/student-affairs/student-handbook>.

**20. Prohibited Items:** The following items are prohibited: lofted beds (other than standard bed risers); refrigerators that exceed size limits of each Residence Hall; microwave ovens greater than 1,000 watts; hot plates; portable stovetops, burners, gas or charcoal grills or any appliance that uses an open coil or flame; freezers (except those that are part of permitted refrigerators); air conditioners; space heaters; halogen lamps; sun lamps; black lights; live holiday decorations (including string lights); dart boards; weight lifting equipment; firearms, switch blades, pepper spray/mace, knives (except over the counter silverware with blades not exceeding four inches in length and designed and used for eating and food preparation purposes), or other weapons of any nature or description as outlined in the Massachusetts General Laws, Chapter 269, Section 10 (e.g., fireworks, explosives, bows, arrows, slingshots, air-guns, martial arts devices, etc.); illegal drugs; drug paraphernalia; hookahs, bongos or other smoking devices; alcoholic beverages; alcohol containers/bottles/cans; alcohol paraphernalia; hazardous chemicals; gasoline; candles (with or without a wick); incense; automobiles or vehicles of any kind (or parts, repair tools, accessories for any vehicle); hoverboards and similar devices containing lithium ion batteries; television/radio antennae placed outside the room/exterior of the building or adjacent grounds; waterbeds; and inflatable pools. The University reserves the right to determine that an item not mentioned above is prohibited and to remove or confiscate all prohibited items. The University claims no responsibility for confiscated items and will not reimburse Residents for any items confiscated.

**21. Electric Appliances:** Appliances must be UL certified. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in a Resident's room. The Office of Residential Life will provide a comprehensive list of approved items and appliances that the Residents can use in a What to Bring list. The University reserves the right to assess the risk level of any cooking and other electrical appliance. If the University determines, in its sole discretion, that an appliance poses a risk of harm to the occupants even if the appliance is categorically permitted for use in the Residence Halls, the appliance must be removed, or it will be confiscated.

**22. Care of Premises:** It is prohibited for Residents to obstruct any of the walkways, hallways, or surrounding premises, and place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in a Residence Hall or surrounding premises. Partitions or other alterations to the facilities may not be made without written approval of the Office of Residence Life. Nails, screws, and adhesives which may cause damage may not be used on the walls. It is strictly forbidden for any Resident or their Guest (as defined below) to enter or exit from windows, sit on windowsills, or lean out of windows or for objects to be dropped, thrown, or hung from windows. Residents may not use rooftops for any reason without specific written authorization from the Office of Residence Life or a direct order from the Fire Department. Damage, theft, or acts of vandalism to University property are strictly forbidden, and violators will be subject to disciplinary action.

**23. Room Cleanliness:** Residents are expected to keep their rooms clean and orderly at all times. If the state of a room falls below acceptable health or safety standards, the Resident(s) residing in the room will be required to take corrective action within twenty-four (24) hours from the time of notice. Noncompliance will result in charging the cost for cleaning the room to the Resident(s) and/or disciplinary action.

**24. Fire Safety:** All persons are expected to observe fire safety policies and procedures. Fire extinguishers, smoke detectors, alarm systems, carbon monoxide detectors, and fire escapes are not to be tampered with by

any Resident. If a fire alarm sounds, ALL occupants must exit the facility at the nearest emergency exit. During a fire alarm/drill, Residents and their Guests must exit the building in a timely fashion (within approximately 3 minutes) or be subject to disciplinary action, which can include a fine up to the cost of a failed fire drill and/or removal from housing. Residents will be held responsible for alarms resulting from smoke or fire as they prepare food in kitchen areas. Participating in any act which results in a false fire alarm, setting fires, or tampering with fire safety equipment may result in suspension or expulsion from the University.

**25. Noise:** Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows: 10:00 p.m. to 7:00 a.m., Sunday to Thursday and from 11:59 p.m. to 12:00 p.m. on Friday and Saturday. During this time, Residents are expected to: a) ensure that noise cannot be heard beyond the confines of their room, (b) keep doors closed when entertaining Guests, and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect twenty-four (24) hours a day and require that all sound be kept to a reasonable level without disturbance to other members of the community. As a first step, Residents are expected to communicate with their neighbors or roommates if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

**26. Pets:** For health and safety reasons, pets are not permitted in the Residence Halls. Fish (except piranha) are permitted in containers with a maximum volume equal to or less than 10 gallons. Fish may not be allowed on University-sponsored housing on other institutions' campuses.

**27. Smoking:** Residents and Guests are subject to University policies and Massachusetts laws regarding smoking and the use of tobacco. This includes cigarettes, electronic cigarettes (or vapes), cigars, pipes, and chewing tobacco, which are prohibited in all areas of the University and Residence Halls.

**28. Guests:** A Guest is defined as anyone who enters a space in which they are not assigned. Residents are held responsible for the conduct of their Guests (including non-resident MCPHS students) and are responsible for informing them about Residence Hall policies as set forth in this contract and the Student Handbook. Guests who fail to abide by these policies may be asked to leave the Residence Halls at any time and may be held accountable for their actions; hosts will be held accountable through the Student Code of Conduct and may lose their visitation privileges.

Guests are not allowed during the first two weeks of classes at the beginning of the fall semester and during the Thanksgiving, Winter, and Spring breaks.

Guests visiting the Residence Halls must produce proper ID and be signed in at the front desk by their host Resident. The host must escort Guests at all times. Guests under the age of 16 are not permitted to stay overnight in the Residence Halls. Residents must contact the Office of Residence Life to discuss overnight visitation of any Guests under the age of 18 at least two days prior to the scheduled visit.

Residents are not permitted to have more than two Guests signed in at one time; the University reserves the right to limit the number of Guests at any time without notice. Residents are not permitted to have more than two overnight Guests (either signed into the building and/or in the room between the hours 1 a.m. and 7 a.m.) within a ten-day period. No Guest may stay overnight in a Residence Hall for more than five (5) nights per calendar month, whether with the same host or different hosts.

**29. Furniture:** Furniture supplied by the University must remain in its designated location (e.g., room, lounge, kitchenette, etc.). Residents may rearrange furniture within their rooms, but may not disassemble it, exchange it with other Residents, or move it to another location outside of the room. Furniture not provided by the University (e.g., futons, sofas, papasan chairs, bean bags, etc.) is prohibited from the Residence Halls. Upon check-out, Residents are held accountable for any damage or replacement costs.

**30. Solicitation:** Commercial activity, solicitations, or advertisements (written signs or e-mail messages) are not permitted in the Residence Halls unless permission has been granted by the Office of Residence Life. Residents are prohibited from operating any business or commercial venture out of their Residence Hall rooms.

**31. Sports:** Playing sports in the Residence Halls is prohibited. This includes, but is not limited to, wrestling, basketball, baseball, soccer, football, hockey, golf, skating, skateboarding, bike/scooter/motorized scooter riding, running, rollerblading, Frisbee, or catch. All athletic activities are to be confined to areas that are designated for that purpose outside of the Residence Halls.

**32. Prohibition on Letting for Value, Etc.:** Residents are prohibited from letting for value, or otherwise contracting, subletting, or transferring, any University-sponsored housing, including, without limitation, any bed, bedroom, or other living accommodation or sleeping arrangement.

**33. Immunization Requirements:** Residents in University-sponsored housing are required to submit proof of immunizations required by Massachusetts law and the MCPHS University Immunization Policy prior to their move-in date. Please see: <https://www.mcphs.edu/student-life/student-immunization-compliance-office>.

**34. COVID-19 and Other Pathogens of Concern:** Residents are required to follow all COVID-19 policies in place during their occupancy, as well as any future policies that may be enacted regarding pathogens of concern. These policies are subject to change and should be regularly reviewed by Residents. All COVID-19 information and policies can be found here: <https://www.mcphs.edu/about/covid>. While the University reserves the right to add/change regulations, there may be regulations in place around mask-wearing, physical distancing, Guests, gatherings, in-person events/programs, testing, health, and quarantine and isolation. The University will evaluate policies regularly and base them on current public health guidance.

The University shall have the right, upon reasonable notice to Residents, to terminate Student Residential Housing Contracts for reasons of public health, including for reasons related to the COVID-19 virus, in which case the University will offer fair and reasonable reimbursements of housing fees for impacted Residents, as the University deems appropriate in its sole discretion.

**35. Quarantine and Isolation:** At any time, the University may request or require a Resident to leave their assigned space in University housing or to leave University housing entirely when the University determines, in its sole discretion, that the Resident's continued presence in the housing community poses a health or safety risk for community members. Residents will be required to quarantine within their Residence Hall room if the University deems it appropriate to do so. If another Resident who is a Resident of a shared apartment or suite is required to quarantine or isolate, all the other Residents of the apartment or suite may be required to quarantine. Residents who fail to comply with requests from the University to leave their Residence Hall space due to COVID-19 or other public health emergency will be deemed to be in violation of their Student Residential Housing Contract and may be subject an emergency removal from their assigned space. Removal from University housing to isolate or quarantine does not constitute a termination of said contract.

**36. Miscellaneous.** No delay or omission by the University in exercising any right under this contract shall operate as a waiver of that or any other right. A waiver or consent given by the University on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. The captions of the sections of this contract are for convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this contract. If any provision of this contract is found to be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This contract may not be assigned or transferred. This contract shall be governed by and construed in accordance with Massachusetts law. Any legal action in connection with this contract shall be brought and maintained only in the courts of the Commonwealth of Massachusetts and only in Suffolk County, and Resident consents to the exercise of personal jurisdiction over them by, and venue in, that court. The parties agree that the prevailing party in any litigation arising from or associated with this contract shall recover its attorney's fees and any costs incurred. This contract is the entire agreement between Resident and the University regarding the subject matter, superseding all prior proposals both oral and written, negotiations, representations, commitments, and other communications between the parties, and may only be amended or supplemented in writing, signed by both parties.

### **Student Verification**

I, the undersigned student, agree to make payments for Residence Hall accommodations to the University in accordance with the published payment schedule. I understand that my occupancy is contingent upon full payment of the Room Fee to the University, and that failure to meet payment deadlines will constitute breach of this contract and result in the loss of my housing assignment.

I hereby acknowledge that I have read the 2024-2025 Student Residential Housing Contract, the MCPHS University Student Handbook at <https://my.mcphs.edu/en/departments/student-affairs/student-handbook>, and understand the University policies, federal law, and laws of the Commonwealth of Massachusetts that are applicable therein.