

TERMS AND CONDITIONS OF THE 2009–10 MILLS COLLEGE RESIDENCE AGREEMENT

I. TERMS

The Residence Application/Agreement (see page one) must be executed prior to taking occupancy in a student residence at Mills College. The Residence Application/Agreement is a legal and binding contract between Mills College and the individual student resident. A residence at Mills can be a residence hall, apartment, house, cooperative, or an assigned space within one of these dwellings. The Agreement is for a space in a residence of Mills College and not for any particular residence or room. By signing the Residence Agreement, the student resident accepts her/his residence and meal plan assignment and agrees to pay all applicable residence charges assessed by Mills College. The student also agrees to comply with all policies governing occupancy of a Mills residence, to be respectful of and compliant with guidance from Staff, and to be considerate of the rights of other residents at all times. Conduct not in compliance with these requirements includes engaging in any behavior that intimidates, harasses or threatens any person or group for any reason, and particularly because of race, culture, class, national origin, religion, gender, sexual orientation, age, or physical or mental ability. The provisions of this Agreement apply to the occupancy periods of each residence type, as indicated below.

II. CONDITIONS

A. Residence Charges

By signing for a residence under this Agreement during the academic year, a student is obligated to pay charges for the entire academic year or remainder thereof. In addition to residence and meal plan charges listed on page one of this Agreement, Mills may also assess charges for damage or loss of property, unauthorized occupancy, penalties for violation of policy, and late payment on established charges. **Students may not move into their assigned residences until they are financially cleared by the M Center at the beginning of each semester. Keys will not be issued, and keycard access will be blocked, until the student's account is cleared.**

B. Eligibility and Authorized Occupancy

Single women students and women students who are attending Mills without a spouse, partner, or children may be assigned to Warren Olney, Orchard Meadow, Ethel Moore, Mary Morse and Ege Halls, Larsen House, the Courtyard Townhouses and Prospect Hill Apartments. Graduate men will be assigned to the Courtyard Townhouses or Ege Hall. Women graduates or undergraduates over the age of 23 are eligible for Ross House. Students who wish to live with their dependent children, a spouse, or a partner are eligible for assignment to the Underwood Apartments. If a student's family status changes, or if students on the waiting list are in a higher priority category, the student resident may become ineligible for Underwood Apartments the following semester. Residences are to be used for private dwelling purposes only and are to be occupied by students (and approved family members in Underwood Apartments) only. Any change in occupancy, including change of roommate assignments, must be approved by HMDS. Failure to report changes in occupancy may be grounds for termination of this Agreement and/or loss of residence privileges at the election of Mills only.

C. Unauthorized Occupancy

If a student occupies a Mills residence without authorization at any time outside of the occupancy periods stated below, a fee of \$50 per day plus the current daily rate for room and board will be assessed until the space is vacated. Mills also reserves the right to assess this fee when a student continues to occupy a Mills residence after her/his eligibility for residency has ceased. Occupancy of a Mills residence without authorization is cause for canceling prospective Agreements for residence and refusing to grant future residence privileges.

D. Agreement Renewal

Residence Agreements are subject to renewal for successive years of a student's course of study at Mills. Most renewals for continuing students are handled through a Room Draw process in the spring semester. Although there is no obligation for Mills to renew, first year students with satisfactory records of community living generally can expect to renew their Agreements for the duration of their studies at Mills during the specific occupancy periods outlined below. A broader range of residential options is available to continuing undergraduate students who participate in room draw. A student's eligibility to reside in the Underwood Apartments must be established each year, and renewals are subject to the priority list among all eligible applicants for assignment to the Underwood Apartments.

E. Occupancy Periods

Occupancy periods are determined by type of residence. All residence halls are closed during Winter recess, but are open for the Thanksgiving holiday and Spring Break. Larsen House Co-op, Ross House and Prospect Hill Apartments are open during the academic year and Winter Break but closed for Summer Break. The Underwood Apartments and some units in the Courtyard Townhouses are open year-round; a separate Agreement is required for the summer months.

Specific Occupancy Periods for the 2009–10 Academic Year Are As Follow:

Ethel Moore, Mary Morse, Warren Olney, Orchard Meadow and Ege Halls			Winter Housing	
Fall:	New Residential Students:	9:00 am Aug. 22, 2009 – 12 noon Dec. 16, 2009	A separate application is required through the HMDS office. Costs are not covered by financial aid.	
	Returning Residential Students:	9:00 am Aug. 24, 2009 – 12 noon Dec. 16, 2009		
Spring:	All Residential Students:	12 noon Jan. 19, 2010 – 12 noon May 14, 2010*	Courtyard Townhouses	Dec. 16, 2009 – Jan. 19, 2010

* - Students graduating or participating in Commencement may stay in residence until 12 noon May 16, 2010.

F. Termination of Agreement or Release from Agreement

Mills has the right to terminate this Agreement immediately for breach of residential policies, misconduct in violation of others' rights, disruption to the educational environment, endangerment to health and/or safety, or the use of false statements in this Agreement. Mills also reserves the right to deny future residence privileges or impose other disciplinary penalties for such breaches and misconduct. Students who lose their residence privileges due to breach of this Agreement are fully liable for the costs of the entire term. Determination of breach is made by the Assistant Director of Residential Life and/or the Housing Policies and Procedures Committee; decisions on petitions for continuation of residency despite breach are made by the Dean of Students. Whenever a student loses the status of registered student, or drops below 2.0 enrolled credits, s/he must vacate the Mills residence within five days with no right of appeal or exception.

Students may be automatically released from this Agreement only if they academically Withdraw, take a Leave of Absence (terminating their registration), are Academically Disqualified, or attend an approved Study Abroad or Domestic Exchange program. Students in these circumstances will be released from their obligation to pay housing charges only if they are released from their Agreements prior to the commencement of the occupancy period of the agreement.

All decisions regarding release from this Agreement are made by the Housing Policies and Procedures Committee. Requests for release based on compelling and unforeseen circumstances must be submitted in writing to the Housing Management and Dining Services Office. A decision on the written request will be made within 15 work days of its submission. Refunds for release from financial obligation are based on the refund policy stated in the College Catalog. After the start of the occupancy period of the Residence Agreement there will be no refunds of housing charges, unless an exception to the refund policy is made at the discretion of the Housing Policies and Procedures Committee. Refunds of meal plan charges are based on the date of check-out from the assigned residence and return of housing keys.

G. Security Deposit

Deposits are held by Mills as security for room assignments and renewals, and against cleaning charges and/or repair costs. Security deposits are not maintained during periods of Leave of Absence, Study Abroad, or Domestic Exchange. Students may not apply the deposit toward charges owed for occupancy.

Warren Olney, Orchard Meadow, Ethel Moore, Mary Morse and Ege Halls: \$150

Upward adjustments to the deposit are required to be eligible for changing type of residence.

Deposit Refunds

Refunds of security deposits are made after the termination of occupancy. Release from the financial obligation to pay for occupancy does not grant an automatic refund of deposit.

Security deposits will NOT be returned in the following circumstances:

- If a student signs a Residence Agreement but does not matriculate or refuses assignment to a Mills residence, and fails to provide written notice to Housing Management and Dining Services by **June 30 for Fall** or **December 16 for Spring**.
- If a student Withdraws from the College or takes a Leave of Absence, and fails to file official Withdrawal/Leave of Absence paperwork by **June 30 for Fall** or **December 16 for Spring**.
- If a student has charges assessed against her/his deposit during room inspection. Charges that exceed the deposit amount are applied to the student account balance.
- If a student has not satisfied all occupancy charges upon vacating the residence, or has other unpaid charges on her/his student account, in which case the deposit will be applied toward the charges.
- If a student has not checked into residence by 4:00 pm on the day preceding the first day of instruction and failed to confirm late arrival by written notice to the M Center, Mills College has the option of assigning the space to another student and retaining the full amount of the original resident's security deposit.
- If a student is released from this Agreement pursuant to the terms described in F, above.