

Please print in blue or black ink.

Residence Life Contract

Return completed and signed contract.

Name _____ Student ID # _____

Last First Middle

Permanent Address

Street Address City State Zip

Home Telephone No. (_____) _____ - _____ Date of Birth ____/____/____ Sex: Male / Female

This contract, entered into this _____ day of _____, 2021, by and between Dawson Community College (Dawson), hereinafter referred to as the LANDLORD, and the above-named STUDENT, hereinafter referred to as the RESIDENT, defines the LANDLORD/RESIDENT relationship. This Contract is for an assigned space and not for a specific, apartment, room, bed, or roommate(s).

This contract will be in the form of a 9 month lease commencing on the 21st day of August, 2021, and will be continuous through the 13th day of May, 2022. This contract will include a meal plan during the academic semesters.

Meal Plan Options:

(All Housing students **must** select a Meal Plan) (Default meal plan if not selected is 16 meals per week)

16 meals per week & \$100 aux dollars - \$2,032.00 semester/\$4,032.00 year

10 meals per week & \$150 aux dollars - \$1,470.00 semester/\$2,940.00 year

Acceptance of Residence Life Contract: By signing this Residence Life Contract, the RESIDENT accepts the contract terms and conditions. The Residence Life Contract should be signed and returned within 10 days of receipt. In addition, if the RESIDENT is under 18 years of age, a parent or legal guardian must sign this contract.

RESIDENT'S Signature: _____ Date: _____

Parent's (Guardian) Signature, if the RESIDENT is less than 18 years of age _____ Date: _____

DO NOT MARK BELOW THIS LINE IN THE BOX

Residence Life Official _____ Date _____

Date received _____, 20____.

TERMS AND CONDITIONS

1. The RESIDENT will pay Housing charges until an official check-out has been completed with the LANDLORD unless the LANDLORD authorizes other arrangements in writing.
2. The Residence Life Contract is for the Academic Year (both the fall and spring semesters, end-August through mid-May).
3. The RESIDENT must be registered for and complete at least twelve (12) credit hours each semester unless otherwise arranged with the LANDLORD.
4. The RESIDENT must maintain at least a 2.0 G.P.A. (C average) to maintain good standing in campus housing.
5. The RESIDENT must comply with the American College Health Association requirements for immunizations. An official immunization record or waiver must be completed and submitted to the Dawson Community College Residence Life Office on or before their first day of residency.
6. The RESIDENT is required to attend the mandatory Residence Life Kick Off meeting that takes place before classes start each semester the first semester of the current academic year that the RESIDENT moves in to Housing.
7. The RESIDENT agrees to observe all policies and procedures of Dawson Community College as stated in the College catalog, the Student Code of Conduct in the Student Handbook, the Residence Life Manual, as officially posted on campus bulletin boards, the College website, and as stated by a College official (including professional staff and student employees, RAs).
8. The RESIDENT understands a Meal Plan for a minimum of the 10 Meals per Week Plan is required with the Residence Life Contract. RESIDENT must complete and submit his or her meal plan choice and the Residence Life Contract at the same time on this contract. No selection will result in the default meal plan of 16 meals per week being assigned to the RESIDENT.

9. The LANDLORD reserves the right to reassign RESIDENT to another space, room or residence, or change the occupancy configuration of a room, at any time during the Term of this Contract for any reason. The LANDLORD will place no more than 6 Residents in any campus housing unit. By signing this Contract, you understand Residents who do not have a roommate may be asked to move together. An apartment with 3 residents may have each resident moved to another apartment, and if only one resident is in the apartment, that resident may be asked to move to a different apartment. LANDLORD reserves the right to place a new resident when a vacancy occurs and the RESIDENT must keep the room ready for another resident to move into the room at any time. Should any RESIDENT fail to cooperate in the placement of a new RESIDENT, or fail to move as directed by the LANDLORD to a different apartment, the LANDLORD shall have the right to require the RESIDENT(S) of the unit to pay the LANDLORD the respective Housing charges due for any unoccupied bed(s) in the apartment that RESIDENT(S) refuse to move from or let a new Resident move in to.
10. The LANDLORD reserves the right to determine if a private room is available according to the guidelines established in the Residence Life Manual and rent shall be assessed at a rent rate of an additional \$900 for a total of \$2,700 per semester.
11. The RESIDENT understands that they need to reside in the apartment that they have been assigned.
12. The LANDLORD reserves the right to inspect/search a RESIDENT'S room under certain circumstances. The room may be entered without permission in case of emergency, for officially announced inspections, for upkeep of physical facilities, for preparation of a room for a new resident, or if there is reason to believe that a College regulation, State or Federal law is being violated (at which point the room will be searched by the LANDLORD). In other instances, entry will be made after notifying the RESIDENT.
13. The LANDLORD reserves the right to immediately evict a RESIDENT by canceling the Residence Life Contract by written notice if: (An evicted RESIDENT will still be required to pay all of the housing charges left in this Contract.)
 - a. (a) the RESIDENT fails to comply with any of the terms and conditions of the Contract.
 - b. (b) the RESIDENT subleases the room to any person or allows any non-resident to reside in the room.
 - c. (c) the RESIDENT created an unreasonable risk of harm to the health, safety, welfare, or prosperity of the College, members of the College community.
14. The LANDLORD accepts no responsibility for the theft or other loss of money, valuables, or any damages occurring to personal belongings of the RESIDENT. The LANDLORD recommends that the RESIDENT secure renters insurance.
15. The RESIDENT understands that there is an official checkout procedure between fall and spring semesters and at the end of the academic year that must be followed and completed including the **return of all campus housing keys/access cards/FOBs to the designated Residence Life official**. For the final checkout, keys must be returned to the designated Residence Life official on or before 5:00 p.m. on the day after the RESIDENT'S final exams or the day the RESIDENT withdraws from college.
16. The RESIDENT understands that the contract has been fulfilled once there are no institutional expenses due, including damages as determined by the designated Residence Life official. A checkout/Unit Facility Inspection (UFI) form is signed by the RESIDENT and Professional Residence Life Staff at end of residency or an improper checkout fee of \$250 will be assessed.
17. The RESIDENT understands that damages are in addition to all other penalties.
18. The RESIDENT understands that the housing charges for the remainder of this Contract will be due, if the RESIDENT:
 - a. Is evicted from campus housing.
 - b. Is suspended or expelled from the institution.
 - c. Moves out of Housing but does not qualify for one of the eight criteria that is required for requesting a cancellation of Contract to be made in Section 24.
19. For purposes of this contract, class days mean from the first (1st) day classes start for that session, excluding weekends. A percentage of a class will be rounded up (i.e. 1.67 days will be (2) days).
20. If the RESIDENT cancels his or her housing contract after **August 21, 2021** but **before** the ninth day of the semester (September 7th, 2021), the RESIDENT will be charged for each meal and any funds used on their meal card but will be refunded the remainder of the housing and meal charges.
21. The RESIDENT understands that when canceling the housing contract **on or after the ninth day of the semester** (September 7th, 2021) that room will be assessed for the entire academic year and board for the current semester (See exceptions in Sections 24 & 25).
22. If the RESIDENT is living on campus during the summer and cancels his or her summer housing contract **before the fourth day of summer classes a full refund is given. Cancellation after the third day of summer classes is subject to no refund.**
23. **The Residence Life contract is for one academic year** unless stated otherwise on the contract prior to the initiation of the contract and approved by Professional Staff in the Residence Life Office.
24. **Cancellation of the Residence Life Housing Contract is considered extraordinary and may be requested if the student**
 - a. Withdraws from Dawson Community College (withdrawal paperwork must be completed).
 - b. Transfers to another institution (supporting documentation required).
 - c. Gets married and moves off campus to reside with spouse (supporting documentation required).
 - d. Moves home and resides with parents. If a resident meets criteria #4, notarized residential certification paperwork must be on file in the Residence Life Office prior to checking out.
 - e. Graduates from DCC.

- f. Is called up or has to leave because of military duty which must be documented through the correct certification paperwork and must be on file in the Residence Life office prior to checking out.
 - g. Needs to cancel their contract for a Dawson academic related reason. Such reasons may include: study abroad or other program related internship.
 - h. Has a medical reason in which they cannot return to school/classes. Proper notification & documentation must be on file in the Office of Residence Life prior to an approval being granted to cancel the contract and before checking out.
25. **When canceling this contract after the eighth day of the semester, if the student/resident meets the criteria for # (1), (2), (3), or (4), the student/resident will be responsible for the charges for the remainder of the current semester. When canceling this contract after the eighth day of the semester, if the student/resident meets the criteria for # (5), (6), (7), or (8), the student/resident will be responsible for the current month's Housing charges and the Meal Plan will be prorated.**
26. **Note: Removal of a resident from the residential life area by the College such as through eviction requires payment of room charges for the remainder of this Contract and meal plan charges for the current academic semester.**
27. **Residence Life Rates:** The Dawson Community College Board sets campus residency room and meal plan rates for each.
28. Academic year. Room and board rates, policies, and procedures are subject to change. **Current Room Rate is \$1800 per semester.**
29. **Liability:** The organization, individual, and/or sponsoring company named above agrees to defend, pay on behalf of, indemnify and hold harmless Dawson Community College (College), its elected and appointed officials, its agents, employees and volunteers and others working on behalf of Dawson Community College against any and all claims demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the College, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the College, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of or is in any way connected or associated with this contract excepting therefrom any claims, demands, suits, or loss caused by the negligent or intentional acts of the College, its elected and appointed officials, its agents, employees, volunteers, and others working on behalf of the College.
30. The RESIDENT agrees to pay room Housing charges on or before the first day of classes each semester to the Business Office, or make payment arrangements with the Business Office. Failure to satisfy financial obligations may result in a hold being placed on the student account and possible eviction.
31. **Payment Procedures:** Residence Life Housing charges must be paid by the first day of each semester to the Dawson Community College Business Office or payment arrangements made before the RESIDENT moves into campus housing.
32. Payment options including a combination thereof include:
- a. Full payment (Cash, Check or Credit Card);
 - b. Awarded Financial Aid; or
 - c. A monthly payment plan set up through Dawson Community College Business Office.
33. **Summer Contract:** A student/intern/cadet is eligible to live in campus housing during the summer
34. If the person signs a Residence Life Contract for the length of summer residency desired, remits payment to the Business Office prior to the first day of residency and meets one of the following:
- a. Registered in Dawson Community College classes for the upcoming fall term;
 - b. Registered for and attends at least one summer session class at Dawson;
 - c. Actively employed by Dawson Community College for the summer;
 - d. Working on an internship or cooperative program for his/her school major; or
 - e. Upon special permission from the LANDLORD.
35. **Force Majeure:** DCC's failure to perform any term or condition of this Contract as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, fires, flood, governmental restrictions, power failures, acts of nature, epidemics/pandemics, terrorism, or damage or destruction, shall not be deemed a breach of this Contract.
36. **Severability:** The invalidity, illegality, or enforceability of any provision of this Contract shall not affect the validity, legality, or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.
37. DCC Residence Life reserves the right, at its sole discretion, to determine if the past behavior and/or criminal activity of any applicant is such that the interest of DCC, the student and/or other students would best be served by terminating this contract and/or declining to accept the Residence Hall Application. Upon reasonable notice, Dawson Community College reserves the right to terminate this contract. Any termination by DCC will be approved by the Director of Housing or designee. Reasonable notice will normally be seventy-two (72) hours; however, DCC reserves the right to require a student to vacate in less than seventy-two (72) hours if deemed appropriate by the Director of Housing.
38. Registered sex offenders and students convicted of any felony are not permitted to live within the DCC-owned and rented housing system without approvals by President or designee.
39. **Effect of Signature:** By entering this Contract, you certify that you have read all the terms and conditions Sections 1-39 of the DCC Residence Life 2021-2022 Contract and agree to the terms stated therein.

Dawson Community College does not discriminate on the basis of creed, race, religion, gender, national origin, age, disability, veteran status, genetic information, pregnancy status, marital status, gender identity or expression, or sexual orientation with respect to access, employment, programs, or services. Employees who engage in such unlawful discrimination will be subject to disciplinary action up to and including discharge.

Anyone can report an incident, learn about our process or find available resources at <https://www.dawson.edu/about/title-ix.html>. Inquiries or complaints concerning any of these matters for employees should be brought to the attention of:

- Leslie Weldon, Title IX Coordinator. Telephone: (406) 377-9412. Email: lweldon@dawson.edu. Mailing Address: 300 College Drive, Glendive, MT 59330. Report an incident, learn about our process or find available resources at <https://www.dawson.edu/about/title-ix.html>.

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- Virginia Boysun, Registrar, Veteran's Coordinator. Telephone: (406) 377-9404. Email: vboysun@dawson.edu. Mailing address: 300 College Drive, Glendive, MT 59330.
- Katherine Carrier, Dean of Academic Affairs, ADA Coordinator. Telephone: (406) 377-9434. Email: Kcarrier@dawson.edu. Mailing address: 300 College Drive, Glendive, MT 59330.