

2020-2021

HOUSING and MEAL SERVICES CONTRACT

This agreement, which is a legally binding contract between you and Hamline University, its trustees, officers, employees, and agents (“University”), establishes the terms and conditions of your occupancy in University housing, whether in residence halls, Hamline houses, or Hamline apartments, and participation in the University Meal Services program. The Hamline University Student Handbook (go to www.hamline.edu/policies) and Residential Life Handbook (go to <https://www.hamline.edu/offices/housing/handbook.html>) are incorporated into and are a part of this agreement and are likewise legally binding. You accept this contract by completing and electronically signing the Application for Residence Hall and Meal Services online contract. You understand that by residing in University housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus. You agree to release the University from any and all damages, liability, claims, expenses, or loss (collectively, “Claims”) resulting from or arising out of your use of space in connection with University housing, including those related to the potential exposure or exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless the University from any Claims resulting from or arising out of exposure to a contagious virus or your breach of the terms and conditions of your housing contract. **Electronically signing the online contract and application signifies your acceptance of an entire 9-month academic year housing and meal contract, subject to the terms and conditions of this agreement, including acceptance of the financial obligations for your housing and meal services. This agreement establishes specific rights and responsibilities. Please read it carefully because failure to do so does not excuse you from complying with the terms, conditions, rules, policies and procedures contained herein.**

All housing rates are stated per person as follows:

Room Rates	9 Month Rate
Super Single Room	\$6720
Single Room	\$6220
Double, Triples, Quads	\$5150
Hamline House Room Rates	9 Month Rate
House Single Room	\$6250
House Double Room	\$5150
Apartment Rates	9 Month Rate
Studio	\$9450
2 Bedroom	\$9040
3 Bedroom	\$8480

4 Bedroom	\$7980
2 Bedroom/4 Person	\$6480
Spouse Monthly Additive Rate	\$100

Meal Service Plan (Required while living in a residence hall) 9 Month Rate

All Access Plan	\$5660
75 Block Plan (Juniors, Seniors, Grad only)	\$4186

Upon acceptance of this agreement, the University shall provide you housing and meal services subject to the terms, conditions and limitations stated herein and the incorporated documents described above.

1. Apartment Eligibility:

To be eligible to reside in a University apartment, you must be either:

- A. An enrolled graduate (minimum 8 credits) student at the University;
- B. An enrolled, full-time (minimum 12 credits), undergraduate University student with sophomore, junior or senior class status;
- C. An enrolled, full-time (minimum 12 credits) under-graduate University student who is 25 years old or older at the beginning of the contract period; or
- D. The spouse of an eligible student (as defined in 1A-1C) living in an apartment with that student (subject to the additional conditions in section 3 below).

2. Residence Hall/House Eligibility:

To be eligible for housing in a University residence hall or house, you must be an enrolled full-time student at the University.

Organization sponsored houses must be at full occupancy. If you are assigned to an organization sponsored house in which a vacancy occurs, you and the other remaining residents have 3 options:

- 1. The current residents may fill the vacancy with an eligible new resident within 1 month;
- 2. The current residents may equally split the housing costs of any vacant spaces; or
- 3. Current residents may work with the Office of Residential Life to coordinate alternate living arrangements.

If the remaining residents are unable to agree to one of these options, or if the Office of Residential Life is unable to coordinate alternate living arrangements, the University may elect the second option and charge your portion of the costs of any open spaces to your student account. This policy only applies to organization sponsored houses.

Any Organization sponsored houses which are not at full occupancy may not be assigned a house. All organization sponsored houses must submit a learning outcomes plan for the year discussing goals, programs, events, and use of the house. Section 4 of the agreement applies to all University housing, including organization Sponsored houses.

3. General Eligibility Requirements:

In addition to the foregoing, the University reserves the right to deny housing to any individual for any lawful reason, including, but not limited to, if (1) the University reasonably believes that doing so is necessary to the safety, health and well-being of residents or staff, or that the denial is necessary or advisable to permit the University to carry on its functions, and (2) the individual seeking housing has been convicted of a felony which is related to the safety or security of residents, staff or property.

The University may, upon request, provide housing to spouses of residents if space is available and in the University's sole discretion. The University may conduct a background check for all live-in spouses seeking housing at the student's expense. Housing may be denied to a spouse in the University's sole discretion. If housing is provided to your spouse, you will be charged an additional \$100.00 per month on your account in addition to the standard housing rates. Resident spouses who are not enrolled as students at the University must obtain an official school ID through Hamline Public Safety.

4. Housing Assignments:

Housing Assignments

Subject to the terms and conditions herein, this contract entitles you to University housing for the term of the agreement. Your specific housing location and roommate(s) will be assigned by the University, and nothing in this agreement entitles you to occupancy of a specific room or apartment or in a specific building or house. The University will attempt to honor your preferences for specific facilities, living options, room/apartment types, and roommate requests. These are only preferences, and the University does not guarantee the assignment to a particular facility, roommate, or other requested options, except that you will not be assigned to live with a person of a different gender unless you inform the University that you are willing to do so. Unless an exception is approved by the Assistant Director of Residential Life, occupants of residence hall rooms will be single gender, with the exception of Manor Hall and the LGBT community in Drew Hall.

Special Requests

If you need a housing accommodation based on your individual needs (such as barrier-free accessibility or single room for medical reasons, etc.), please contact Disability Resources at 651-523-2521 or disabilityresources@hamline.edu prior to June 25 to discuss your request and determine your eligibility.

Reassignments

The University reserves the right to assign or reassign you, and, if applicable, your spouse to any available space within University housing, even if it is not your preference, for any lawful reason, including, but not limited to, change in room designation, safety and security, consolidation, or interests of the community and other residents. In the event that you are reassigned to an alternative housing space, the University will attempt to coordinate your move but reserves the right to move or store your personal property and belongings in an emergency situation. If a vacancy occurs in a double, triple or

quad room, or a house or apartment, the University may assign another resident to that space, or reassign remaining residents to another space, at any time. You may submit a request to the University's Office of Residential Life to be reassigned to different housing. The University is not required to honor any reassignment requests and may accept or decline such requests in its discretion.

Notwithstanding anything in this agreement to the contrary, it is specifically understood and agreed by and between you and the University that this agreement and your assignment to student housing does not create a tenancy or landlord-tenant relationship.

5. Term of Occupancy and Agreement:

This agreement is for the entire 9-month academic year, except as noted below. **Unless you are released from the agreement by the University as described below, you are responsible for paying the entire contract amount even if you move out early.** For example, you generally may not utilize University housing for fall semester, but not spring semester, without paying charges for the entire year. If you register for housing and enter into this agreement after August 26, the agreement will run until the end of the academic year and the University will inform you of the amount you will owe for the partial academic year.

Unless you enter into this agreement and register for housing during the academic year (after August 26) the term of your agreement and occupancy is:

For Apartments/House Residents:

The term of the agreement for apartment and house residents is:

9 months: August 23, 2020-May 31, 2021

Fall semester charges include August 23, 2020 to December 31, 2020

Spring semester charges include January 1, 2021 to May 31, 2021

Apartments and houses remain open during winter break.

For Residence Hall Residents:

The term of this agreement for residence hall residents is

August 26, 2020 through December 11, 2020 resuming

January 3, 2021 through May 9, 2021.

Fall semester charges include August 26, 2020 to December 11, 2020

Spring semester charges include January 3, 2021 to May 9, 2021.

Winter Break

Residence Halls are generally closed during winter break. If you wish to remain in your housing for any period during winter break, you must submit an application to the University by December 1, 2020. Fees will not be assessed over winter break for the 20-21 academic year. Meal plans are not available during winter break.

Unless your winter break application is accepted by the University, you must vacate your Residence Hall by 5:00 p.m. on December 11, 2020.

Residence Halls remain open during the Thanksgiving, mid-term, and spring break holidays if applicable. Meal plan declining balance dollars may be used during Fall and Spring Breaks.

Check In Date

New undergraduate/graduate check-in begins **Wednesday, August 26, 2020 through Friday, August 28, 2020 by appointment only.**

Returning undergraduate/Graduate check-in begins **Saturday, August 29, 2020 through Sunday, August 30, 2020 by appointment only.** Students are not permitted to move-in early unless approved by the Office of Residential Life.

Apartment resident check-in begins on **Sunday, August 23, 2020 through Sunday, August 30, 2020 by appointment only.**

6. Cancellation of Agreement by Resident:

Cancellation Schedule and Financial Responsibility

If your agreement begins on August 23, 2020 for the Apartments and Hamline Houses, you may cancel the agreement any time before August 23, 2020. If your agreement begins on August 26, 2020 for the Residence Halls, you may cancel the agreement any time before August 26, 2020 without any financial responsibility. If you wish to cancel the agreement, you must notify the Office of Residential Life in writing. Once keys have been accepted you are responsible for the 2020-2021 Housing Contract.

Unless you cancel this agreement before the dates listed above, you are responsible for paying all remaining amounts due under this agreement, whether you choose to continue residing in campus housing or not, and you will not receive any refund of amounts previously paid unless you are released from the agreement as provided below.

If your contract *begins* on January 1, 2021 for the Apartments and Hamline Houses or January 3, 2021 for the Residence Halls (Spring Semester), you may cancel the agreement at any time before December 1, 2020 without any financial responsibility. **If you do not cancel this agreement before December 1, 2020, you are responsible for paying all remaining amounts due under this agreement, whether you have moved into campus housing or not, and whether you choose to continue residing in campus housing or not, and you will not receive any refund of amounts previously paid unless you are released from the agreement as provided below.** These dates do not apply to 9-month agreements that include the Fall Semester. Cancellation schedules for 9-month agreements are discussed above.

Request for Release From Agreement

You may request that the University release you from this agreement without further financial responsibility. The University may approve or decline any such requests in its sole discretion, but generally will not approve a request unless:

- You withdraw from the University.
- You are dismissed from the University for academic reasons.

- You graduate from the University.
- You are participating in a study abroad program or are studying out of state.
- You get married or divorced.
- You are student teaching.

To request a release from this agreement, you must submit an online Request for Release of Contract form and documentation of the reason for the request, such as documentation from the registrar or a marriage license. The University may request additional documentation to consider your request. Release from your agreement is not guaranteed, and the University has discretion whether to approve or decline requests. If your request is approved, the University may charge you a cancellation fee and you will be responsible for paying prorated amounts due under this agreement based on the day you officially check out of your housing.

If you move out of campus housing early without an approved contract release, you will be responsible for paying all remaining amounts due under this agreement.

7. Cancellation of Agreement by the University:

The University may cancel this agreement at any time if any of the following occur:

- You become ineligible for residency under this agreement, including if you are no longer an enrolled student at the University or enrolled for fewer of the specified credits.
- You fail to pay any amount owed under this Agreement when due.
- You violate, or the University has reasonable cause (under a preponderance standard) to believe that you have violated, any term of this Agreement, or any university rule, policy, regulation or directive.
- Your residency puts the safety, health or well-being of residents or staff at risk.
- You have a proven criminal record or demonstrate behavior that your presence in the University housing may provide an unreasonable risk to yourself or to others in the University community, including students, faculty, and staff, or to University property.

If the University cancels this agreement you will receive written notification by email and/or by letter which will provide a date by which you must vacate University housing, and you agree to vacate your housing by such date. In the case of a serious violation, or a reasonable belief that an imminent threat exists to safety, health or property, you may be required to vacate immediately. If you fail to vacate the property as directed, you may be evicted. In such event, you agree to pay the University all costs and expenses incurred in the eviction, including attorney fees regardless of whether legal action is commenced.

If this agreement is canceled by the University, you will be responsible for paying all remaining amounts due under this agreement. If amounts have not yet come due under this agreement, such as in the case of a payment plan, the University may accelerate these amounts and require that you pay them immediately.

8. Check-in:

Upon checking into your housing, you must complete a room condition form. You will be responsible for any damage to the property not noted on this form. You will be considered “checked in” once you have taken possession of keys for your room, apartment or house.

9. Check-out:

Residents must vacate their rooms by the last day of the contract period. Upon vacating your housing, you must follow proper checkout procedures (i.e. turn in key(s)/access card, complete room/apartment condition report process, etc.) with the appropriate staff member when moving out of University housing. You must schedule your checkout appointment with the University at least 48 hours in advance, and your room/apartment/house must be cleaned and your possessions removed by the time of your checkout appointment. If you do not check out in a timely manner or follow checkout procedures, you may be charged an additional \$30 fee per hour, or fraction thereof, that you remain in University housing past the scheduled check out time. If you do not schedule a checkout appointment, the University may check you out and charge you any additional costs it incurs, such as a lock change charge. Any items remaining in University housing may be deemed abandoned and discarded.

10. Damages and Cleaning:

You are liable for any damage, modifications, or required excessive cleaning to your room/apartment/house or in any part of University housing. You will complete a room/apartment condition report as part of your checkout process. You agree to pay the cost of repair, replacement, or cleaning of any item or part of University housing that you damage, modify, remove or destroy, or for any other missing items or damage to your room/apartment (reasonable wear and tear excepted), unless the damage was caused by a University employee. This includes the cost of removing any items left by you. Replacement and repair costs include full, not depreciated, charges for new materials and labor. If a damaged item can feasibly be repaired, you will be charged the cost of repairing rather than replacing the item. All repairs/replacement work will be initiated and accomplished by the University.

If you have roommates, all residents of the room/apartment/house are jointly liable for such damages and/or any excessive cleaning required. In-room/apartment common areas, such as kitchens, bathrooms, and living rooms, must be cleaned prior to any resident checking out. The costs of repairing, replacing, or cleaning damages to common areas, or items in common areas, may be charged by the University to occupants of the floor/house/building or occupants of the surrounding area. Damage charges will be divided evenly unless the University determines who is responsible for the damages.

You are also responsible for any damage caused by your spouse, if applicable, and any guests.

You are responsible for removing your trash from the room/apartment/house to a designated dumpster site, and to maintain the room/apartment in a safe and sanitary condition reasonable to the University.

The University may make final room/apartment inspections after all residents have vacated and have completed the room/apartment condition report. Additional damage charges may result from these final inspections. All charges for cleaning, repairs and replacing items must be paid by you within 10 days after the University sends you notification of the amount owed. If you disagree with an assessed damage charge, you must notify in writing the Office of Residential Life within two weeks of receiving

notification of the charge, and the University will make a final decision. If you do not send such a notification, the charges will be considered final and binding.

11. Utilities:

Hamline University will provide heat, water, electricity, local telephone service upon request, and trash removal services from the trash room of the building and laundry. Digital cable television and internet is provided in the residence halls and apartments. House services vary by address.

12. Apartment/Room/House Entry by Hamline University Staff:

It is the University's policy to respect the privacy of its housing residents. Therefore, apartments/rooms/houses will not be entered by University personnel without an approved reason for doing so. When practical, you will be given advance notice of any room entry, but you may not receive advance notice in the case of an emergency. Authorized personnel may enter your room:

1. To perform requested (including any work order request from you), preventive, prescheduled, or emergency maintenance, improvements or repairs.
2. To assess for any damages after a resident has vacated or within 30 days before the end of this agreement's term.
3. To investigate actual or suspected emergencies potentially endangering life, safety, health, imminent damage to facilities, or to enforce University policy, regulations or directives.
4. To investigate suspected violations of University policy, regulations or directives.
5. To conduct maintenance, safety, health and fire safety inspections.
6. To fulfill legal obligations, such as governmental inspections or cooperation with law enforcement.
7. For other reasons deemed necessary by the University.

13. Building Management:

University housing is managed by Hamline University through its Office of Residential Life (651-523-2061), located in West Hall 110 on the Hamline University St. Paul Campus. Residential Life has designated Area Coordinators for the Residence Halls to assist you, and other University staff, including all Residential Life professional and paraprofessional staff, may perform functions of the Area Coordinator should the need arise. The University has designated its General Counsel, who is located at 1536 Hewitt Avenue, MS-C1903, St. Paul, MN 55104, as its agent to accept service of process and legal notices.

14. Parking and Vehicle Registration:

Hamline University parking permits are the property of the University and are non-transferable and may not be sold. All students who bring a vehicle to campus are required to register their vehicle through Hamline Public Safety. Apartment residents who bring a vehicle to campus are required to park off

street. Students living in the residence halls should contact Hamline Public Safety for parking information. You may register your vehicle and view Hamline's complete parking policy online at www.hamline.edu. Permits are required for everyone who parks in a campus lot. Vehicles parking in no-parking zones, reserved parking, visitor spots, loading zones, on sidewalks, or on the grass will be tagged and towed. Call 651-523-2100 or visit www.hamline.edu if you have any questions about parking on campus.

15. Insurance and Liability:

The University's insurance does not cover your possessions or protect you from claims and liability from any damages that you may cause. The University strongly advises that you obtain personal (renter's) insurance against such eventualities.

Subject to the exception below, you agree to release the University and its agents, officers and employees from any and all liability for personal injury, death or property damage resulting in any way from the condition, maintenance, or operation of University housing, or any other act or omission of the University, its agents or employees. You further agree that the University and its agents, officers and employees shall not be liable to you, your spouse, if applicable, or your guests for personal injury, damage, death or loss of personal property resulting from fire, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightning, wind, explosions, criminal acts, appliance malfunction and interruption of utilities, or any other cause. Notwithstanding the foregoing, nothing in this paragraph shall reduce or release liability for conduct by the University and/or its agents, officers and employees that constitutes greater than ordinary negligence (such as intentional, willful or wanton acts, or gross negligence).

16. Personal Property:

The University does not provide storage in University housing and all furnishings must remain in your assigned apartment/room unless written permission is obtained from the Office of Residential Life. You agree not to move any furnishings from common areas into your room. House and apartment residents may hang pictures and other personal items, but you must use a minimum number of small nails or other hardware. Nails may not be used on any doors. Residence hall residents may not use nails to hang items anywhere. Blue painters tape and command hooks may be used to hang items, but you are responsible for removing any adhesive residue left on walls, doors, or floors. You are responsible for the cost of any repairs necessary to fix damage caused by hanging items on walls. You may not paint or make alterations to your room, apartment or house.

17. Maintenance and Repair:

You agree to notify the University of any maintenance or repairs required to your room, house, or apartment. You are responsible for the cost of correcting obvious maintenance or repair situations that are not promptly reported to the University. This includes water damage to the room, house, or apartment due to water leaks from the roof, walls, foundation, water lines, and plumbing fixtures and connections of which you would be reasonably aware. If maintenance and repairs are necessary, you are responsible for providing a clear path to the location where maintenance or repair will be performed. The University reserves the right to enter your room without you being present if you have submitted a work order request or if you have been notified that maintenance or repairs will be completed. The

University is not liable for any temporary failure or interruption in utilities or services, and you shall have no claim for damages or reduction of fees or room rates.

18. Keys:

Apartment, house, and room keys and access cards are the property of the University and may not be duplicated. You agree to immediately report the loss of any key or access card to the Office of Residential Life or another authorized University staff member. If your key or access card is lost, you will be charged a \$60.00 fee. You may not share or lend your key or access card to any individual. You agree to pay the University a \$40.00 fee and could be charged with a policy violation if you are in possession of another person's key.

19. Emergencies:

Please dial 911 or Hamline Public Safety at 651-523-2100 immediately to report any cases of fire, smoke, or suspected criminal activity involving imminent harm, or other emergencies. You agree that any security measures taken by the University shall not be considered an expressed or implied warranty of security or as a guarantee against crime or of reduced risk of crime.

Unless otherwise provided by law, the University shall not be liable to you or any other resident or guest for injury, damage, or loss to persons or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. If you are affected by a crime, you are strongly encouraged to report the incident to law enforcement.

20. Weapons:

You may not use or possess any illegal, unauthorized or dangerous weapon or chemical on University property or at any University function. Dangerous weapons include, but are not limited to, swords; knives; bows and arrows; pellet, paint ball, BB guns, air soft guns, and other firearms; and are not allowed in any University housing or facility.

21. Halogen Lamps, Candles, & Incense:

Due to a significant fire hazard, any lamp utilizing a halogen bulb, or any appliance with an exposed element or open flame is not allowed in the residence halls, houses, or apartment building, nor is the burning of any candles, presence of candles with burned wicks, or presence of incense. The city of St. Paul will conduct routine fire inspections to ensure compliance with these and other fire related hazards. The University reserves the right to approve or limit the use of any electrical appliance or other device for safety or reasons.

22. Theft:

If any item disappears from your room, apartment, or house, please report it immediately to an Office of Residential Life staff member and to Hamline Public Safety, 651-523-2100. If you are the victim of a theft that occurs somewhere on campus other than in the housing unit, please contact Hamline Public Safety. The University does not carry insurance on personal property belonging to students or University employees.

23. General Safety Requirements:

You agree to exercise due care for your own safety and the safety of other residents, including in the use of smoke detectors, door locks, window latches, and other security devices and in the event of severe weather. Apartment/room doors and first floor and basement windows must be locked securely when you are absent from the premises. You agree not to facilitate a person's access to the building if that person is not a known guest of the resident (see guest policy for further details).

24. Handbooks/Posted Policies:

In addition to complying with the terms of this agreement, you also agree to follow all policies and procedures in the Hamline University Residential Life Handbook, the Hamline Conduct Code, and the Hamline University Handbook, which are available at: www.hamline.edu/policies. You also agree to comply with and follow any reasonable policies or directives posted or otherwise distributed to residents and students. Hamline may change, add or modify these policies at any time. Periodic newsletters and/or flyers, which will be distributed to residents, will contain important policy information and will be considered adequate notification of new policies or changes in existing policies. Emails sent to the resident distribution list utilizing University email addresses will also be considered adequate notification of new policies or changes in existing policies. You may be subject to consequences for violating the terms of this agreement or these policies, including cancelation of this agreement, Hamline University Residential Life handbook, or Hamline University Conduct Codes, and may be subject to disciplinary action including immediate interim dismissal from the residence halls, apartments, or houses.

25. Alcohol and Tobacco Policy:

In accordance with the University's alcohol policy and state and federal laws regarding alcohol use, and to support an environment conducive to the educational goals of the University, you agree to the following:

- A. Minors (individuals under 21 years of age) may not purchase, use, possess, or distribute alcohol. Minors may not be in the presence of alcohol or empty alcoholic beverage containers (same room). Reasonable evidence suggesting alcohol use by minors in all campus-owned housing is subject to investigation.
- B. People who are of legal age to consume alcohol are prohibited from the following activities: consumption or possession of alcohol in the presence of a minor (same room), distribution of alcohol to minors, or being present for any other violation of the alcohol policy.
- C. Alcoholic beverages are not to be consumed in any public areas inside or on the grounds of the residence halls, apartments, or houses.
- D. Alcoholic beverages may only be consumed in private rooms, with the hallway door closed, and in which all contract holders and individuals present in the room are of legal age.
- E. All alcoholic beverages in residence halls, houses and apartments must be in single serving or bottles not to exceed two liters. No kegs, beer pong tables or other items for consuming large amounts of alcohol are allowed in residence halls, apartments, and houses.
- F. Alcoholic beverage containers, whether empty or full, are not to be displayed in any areas of the campus including residence hall/house/apartment individual rooms, public areas, and windows.

- G. No alcohol may be consumed in apartments/rooms/houses in which any of the occupants are underage, regardless of whether or not the underage resident is present.
- H. Students who exhibit disorderly behavior inside University Housing or on residential grounds as a result of intoxication may be held in violation of the alcohol policy whether or not the alcohol was consumed in University Housing. This policy applies to everyone, regardless of age or residency status.
- I. Residents choosing to use alcohol must do so responsibly.
- J. Violations of the alcohol policy by non-resident student guests may be referred to the appropriate dean.
- K. In apartments and houses, alcoholic beverages may only be consumed by of-age residents and their of-age guests. In houses, residents may consume alcohol in living rooms and kitchens and other public areas only if there are no guests present. In order for house guests to consume alcohol in any other room besides the private bedroom of their of-age host, the house must have an alcohol permit.

University is a 100% tobacco-free campus. You agree not to use any tobacco product on campus, including within University housing.

26. Pets and Service Animals:

Pets are not permitted in University housing, except for staff apartments. You agree not to bring a pet into your room/apartment/house. If you require a service or comfort animal, please contact the Disability Resources Office for additional information.

27. Roommate Conflicts Policy:

The University follows these guidelines in dealing with roommate conflicts brought to the attention of a staff member.

1. Residents are encouraged to talk with one another openly about the concerns.
2. If the problem persists, residents should contact a Resident Advisor to facilitate and mediate a discussion about the concerns expressed by each roommate.
3. If the situation warrants it, a Roommate Contract may be set up in which expectations are agreed to and documented by all roommates.
4. Only after all the previous steps are completed, if the situation remains unresolved, the affected students may be asked if one would like to move to a different room, if available.

The University retains sole discretion whether to reassign a student to a different room or unit. In general, however, if neither student requests to move, then the University will reassign the student who first violates the Roommate Contract.

28. Emergency Closure of University Housing:

The University reserves the right to, in its discretion, close, suspend or alter all or parts of its campus, including University housing, or to cancel or curtail services, including meal services, if it believes that the closure is necessary or advisable to protect the safety, health or well-being of students, residents,

staff and/or the community, including, but not limited to, in the event of (i) war; (ii) natural disasters; (iii) credible threats or acts of civil disobedience, terrorism or similar acts; (iv) public health events, including epidemics and pandemics; (v) federal, state or local government advisories recommending persons self-quarantine, shelter-in-place, not travel or avoid assemblies; (vi) actual or anticipated curtailment or interruption of transportation facilities; (vii) civil disturbance; (viii) peacetime emergencies or disaster declarations; or (ix) any similar causes or act of God. If the University elects to close University housing, temporarily or for the duration of the school year, you agree to vacate University housing as directed. The University will attempt to provide advance notice of any closures as reasonable under the circumstances but is not required to provide advance notice in emergency circumstances. The University may allow individual residents to remain in housing during such a closure on a case-by-case basis, such as if a resident is unable to travel to his or her permanent residence. The University's decision to allow other residents to remain on campus does not grant you a similar right to remain in the event of a closure. You agree that if you are required to vacate University housing, temporarily or otherwise, or if any services are cancelled or curtailed, under this provision you will remain responsible for paying all remaining amounts due under this agreement and you will not receive any refund of amounts previously paid.

29. Waiver:

No failure or delay by the University in exercising any right under this contract shall constitute a waiver of that right. Exercise by the University of any remedy after the occurrence of an event of default shall not be construed to be an election of remedies and shall not preclude the University from exercising any other remedies it may have, either simultaneously or consecutively.

30. Attorney Fees:

If you breach or fail to follow any of the terms of this agreement, you agree to pay all costs and expenses, including attorney fees, incurred by the University enforcing its rights, including an eviction, or collecting amounts owed by you under this agreement, regardless of whether litigation or other formal proceedings are commenced, and including all costs and expenses, including attorney fees, incurred enforcing any judgments entered by a court.

ADDITIONAL INFORMATION

- Additional information regarding meal services is contained in the attached Meal Services Information document.
- The University subscribes to Xfinity On Campus for students who live in the residence halls and apartment buildings. Information may be found at xfinityoncampus.com. Residents can access Cable TV through:
 - Using the Xfinity Stream App on a mobile device
 - Access through Xfinityoncampus.com from a computer or laptop
 - Use the Xfinity App on Roku and connect to your TV
 - Use a "RG6" coax cable to connect your TV to the room connection

- Computer network ports in each bedroom of the apartments and one per resident in the residence halls provide access to the campus network along with a wireless option. For more information about system requirements, please visit www.hamline.edu/its or call 651523-2220.
- Laundry service is provided in each of the residence halls, apartment complex, and houses. Fees for laundry use are included in the housing costs.

VERIFICATION

By submitting the on-line housing application/contract, you agree to abide by the policies and procedures as stated in this agreement, as well as in the Hamline University Residential Life Handbook, and in the Hamline University Conduct Code. You agree to conduct yourself in a manner that is conducive to the educational goals of the University.

HAMLIN UNIVERSITY

MEAL SERVICES INFORMATION

2020-2021

ALL STUDENTS LIVING IN A RESIDENCE HALL ARE REQUIRED TO BE ON A MEAL PLAN. Meal plans for apartment and house residents are optional.

This document supplements the terms and conditions of participation in the University meal services program as described in your Housing and Meal Services Contract and describes current dining options and locations. Those options and locations are subject to change as University needs dictate.

Bishop's Bistro: Our all-you-care-to-eat style bistro is located on the second floor of the Anderson Center. This more traditional university dining outlet offers breakfast, brunch/lunch and dinner. Menu offerings include salad bar, deli, grill, pizza, international as well as traditional options. One meal swipe allows a customer to re-enter as many times as they choose during that visit. The all-you-care-to-eat option creates the best meal value on campus. Bishop's Bistro is closed during some academic break periods. The declining balance portion of the meal plan can be used during this time in retail locations. All food from Bishop's Bistro is to be consumed in the 2nd floor dining room of the Anderson Center. Food is not allowed to be taken out of the dining room.

Starbucks: The convenient first floor Anderson Center location makes it easy to purchase specialty espresso drinks, coffee, pastries, and gourmet sandwiches and snacks.

Leo's Corner C-Store: Located on the first floor of the Anderson Center, the convenience store offers a wide range of grab and go beverages, sandwiches, salads, and snacks. A variety of grocery items are available as well as paper goods, and health and beauty products.

Piper Grill & Café: Located on the second floor of the Anderson Center, this café offers customers a choice of grilled foods, pizza and pastas, as well as a la carte salads and snacks for an evening/late night option.

DECLINING BALANCE DOLLARS

Declining balance dollars work similar to a bank checking account with some significant differences highlighted below. Every time you make a food or meal purchase,

the total cost of your purchase is subtracted from the dollar balance in your account.

- All meal plans include some level of declining balance (DB). Additional declining balance may be purchased separately using cash, check, credit card or by charging to your student account.
- Declining balance can be used at any University dining location.
- Declining balance is **non-refundable**.
- Declining balance included in a meal plan will carry over from fall to spring semester.
- Declining balance included in a meal plan will **expire at the end of the academic year**.

REFUNDS

Refunds, if approved, will be on a prorated basis beginning the day the resident officially checks out of their room.

CONTRACT CANCELLATION & MEAL PLAN CHANGES

- This contract is for the **entire academic year** or the portion of the academic year remaining at the time the application is signed. Generally, you cannot cancel your contract. However, please see your Housing and Meal Services Contract for additional information.

Regular and Holiday Hours may be found on the Dining Services Web site : www.hamline.edu/dining

MEAL PLAN DATES

Fall semester meal plans begins on August 26, 2020 and end on December 10, 2020
Between the dates of November 26-29, 2020 there will be no dining services

Spring semester meal plans begins on January 4, 2021 and end on May 6, 2021

Meal Plan Options

To determine which meal plan is best suited for you, consider your lifestyle preferences. Do you enjoy eating more traditional meals a few times a day or prefer smaller meals or snacks throughout the day? Are you a big breakfast eater or do you find yourself snacking late at night? Will you be off campus for specific times when you would want to take food with you?

Our meal plans are designed with varied proportions of all-you-care-to-eat meals and declining balance dollars. The block portion of each meal plan represents the number of all-you-care-to-eat meals available for use per semester at Bishop's Bistro. Only the owner of the plan can use these meals. Students have the flexibility of using a different number of meals each week. Block meals expire at the end of each semester. The declining balance portion of the meal plan is for use at any of the five dining locations on campus.

Meal Plan Type	Annual Price	Plan Details
All Access +\$400DB	\$5,660	The All Access dining plan is the perfect plan for students, offering flexibility, value and convenience. With this plan students can enter Bishop's Dining Room continuously when Bishops is open— whether they're looking for a sit-down meal, a quick snack or just a beverage. Plus, this plan includes 10 guest passes and \$400 in Declining Balance each semester.
75 block +\$900DB Available for Social Juniors/Seniors Only	\$4,186	Averages 4-5 meals per week, only available to social juniors/ seniors and graduate students. Unused meals do NOT carry over from fall to spring semester. Unused DB will carry over from fall to spring but will be forfeited after the last day of spring classes. This plan includes 10 guest passes and \$900 in Declining Balance each semester.
Apartments \$200 DB	\$400 (included in Apt. Rate)	Only for apartment students. Unused DB will carry over from fall to spring term. All students living in the apartments will receive \$200 in DB each semester.
40 block + \$150 DB	\$525	Averages 2-3 meals per week. Unused meals do NOT carry from fall to spring semester. Unused DB will carry over from fall to spring.

2020-2021

Important Dates to Remember

August 26	Residence Hall/House/Apartment Check-in
August 28-30	New Student Orientation—Undergraduate
August 31	Classes Begin
December 11	Halls Close for Winter Break
January 3	Halls Open
May 9	Residence Hall/House Check-out—all residents who have not signed summer contract.
May 31	Apartment Resident Check Out

Campus Contact Information

Residential Life Office	651-523-2061
Hamline Public Safety	651-523-2100
Hamline Book Store	651-523-2270
Dining Services	651-523-2453
Center for Academic Success	651-523-2912
Counseling and Health Services	651-523-2204
Information Technology Services	651-523-2220
Human Resources	651-523-2210
Telecommunications	651-523-2991
Office of Admissions	651-523-2207
Disability Resources	651-523-2521
Student Administrative Services	651-523-3000
Mail Services	651-523-2215

The Resident should retain this contract and any accompanying materials for their records.