

HOUSING & MEAL PLAN CONTRACT TERMS & CONDITIONS

The housing and meal plan contract is a legal and binding agreement between the resident (and the resident's parent or legal guardian where applicable) and Cornish College of the Arts for the entire academic year (fall and spring semester), or a portion thereof if entered into after the beginning of the academic year. Charges are assessed each semester.

Before signing and submitting the contract read all terms and conditions included in this packet and be sure you understand what you are signing. Review your financial resources and your medical, religious and dietary needs to make plans for the entire academic year.

Students who are not required to live on campus or are eligible to exempt the housing requirement must exercise such options before signing the housing and meal plan contract. In signing the contract, students give up their option to exempt and/or live off campus for the full academic year.

Submitted materials that are incomplete will be returned or default options will be assigned at the discretion of Housing and Residence Life. Housing and meal plan contracts submitted with discriminatory comments or with explicit directions that hinder assignment processing may be returned. A duplicate contract will be enclosed for resubmission and processing of the contract will be delayed until all materials are received in an acceptable and complete manner.

1. Contract Parties

A. This contract is between Cornish College of the Arts, hereinafter referred to as the college, on behalf of Housing and Residence Life, and the student, hereinafter referred to as the resident (or the student's parent or legal guardian), whose name appears on the contract.

2. Contract Offer

A. The delivery of this contract by the college and Housing and Residence Life to the resident named constitutes an offer of accommodations and services in the college's residence halls under the terms and conditions described herein.

B. This offer is contingent upon its acceptance (by signing the contract) and submission by the date specified on the contract, and upon availability of space within the college's residence halls.

C. Parent/Guardian signature is required on the housing and meal plan contract prior to submission for students who are not yet 18 years old when the contract is executed.

D. Housing and Residence Life is not required to offer a contract to continuing (see 4.C) students.

3. Contract Execution

A. This housing and meal plan contract is duly executed when:

- I. The named student and/or parent/guardian signs the contract; and
- II. The signed contract is submitted to Housing and Residence Life with appropriate deposits.

B. Each new resident must remit a \$300 housing deposit when submitting the contract. After serving the purpose of reserving space, the \$300 will be held as a refundable housing deposit. This deposit cannot be waived or deferred for any student for any reason.

4. Eligibility

A. Any person who has been admitted to, or has enrolled in 6 or more credits at the college is eligible to enter into this contract with the college.

B. New students are those who have not yet completed one academic year in a degree seeking program at the college. All new students are required to live on campus and purchase a meal plan for their first academic year. A new student may apply for a housing and meal plan requirement exemption if the student meets one or more of the following criteria:

- I. Transfer student has completed 30 credits (45 on quarter system) of post secondary coursework (running start credits ineligible) or has lived on campus at another institution for one academic year
- II. Student is living in a local residence with parent or legal guardian within 40 miles of campus
- III. Student is 21 years of age or older by semester move in date
- IV. Student is married, in a state recognized domestic partnership or civil union
- V. Student is a parent with dependent child(ren) living in the home
- VI. Student has a medical necessity
- VII. Student has extenuating circumstances

See Housing and Residence Life for details.

C. Continuing students are those who have completed one academic year in a degree seeking program at the college. Continuing students are eligible for on campus housing only as availability permits.

D. A resident who ceases to be eligible to live in the residence halls must move out and check out of the room within 48 hours.

5. Enrolled Status

A. The resident agrees to become and remain enrolled in 6 or more credits for each academic semester within the period of this contract, and to report to Housing and Residence Life any failure or inability to register for classes on or before the opening of the residence halls for occupancy each semester.

B. The resident agrees to vacate the assigned residence hall space and check out with a staff member from Housing and Residence Life within 48 hours after loss of status as an enrolled student. If the resident fails to vacate within 48 hours, access will be removed and the proper authorities notified. All associated costs shall be charged to the resident.

6. Immunization Requirement

A. The resident understands that the college requires all new students living in the residence halls to show proof of the following immunizations prior to moving in and agrees to submit appropriate documentation:

- I. 2 Measles (Rubeola) vaccines or 2 MMRs are acceptable
- II. 1 Rubella (German Measles) vaccine
- III. 1 Meningococcal Meningitis vaccine (w/in the past 5 years)

B. The resident understands that obtaining proof of immunization may be a time consuming process. Questions regarding requirements or submission may be directed to Prevention and Wellness at 206.726.5156.

7. Students with Disabilities

A. Students who may require accommodation in housing should contact the Student Affairs Program Coordinator at 206.726.5098 in a timely manner.

8. Housing Deposit

A. Submission of the housing and meal plan contract and the \$300 housing deposit serves to reserve a space in the residence halls.

B. Once the resident has checked in, this deposit serves as a refundable damage deposit held for the duration of residency. The resident specifically agrees to be financially responsible for damage or other loss incurred to the building, room, furnishings, and equipment which is in excess of normal wear and tear. Because all residents share responsibility for their building, damage, vandalism, or loss to public areas will be

their joint responsibility. Any costs incurred to repair and/or clean public areas, including furnishings, will be equally split and assessed to the entire living group or a portion thereof if the person(s) responsible is not identified. If charges exceed the deposit amount the student account will be charged.

C. The resident agrees that if a housing and meal plan contract and \$300 housing deposit are submitted, and the resident withdraws or opts not to enroll for fall semester, and notifies Housing and Residence Life regarding their intent to cancel the contract in writing by July 31, the contract shall be canceled with no housing and meal plan charges due, and the \$300 housing deposit will be refunded upon written request. If notification regarding intent to cancel is received between August 1 and the published move in date and the resident has not checked in, the contract shall be canceled with no housing and meal plan charges due and the \$300 housing deposit will be forfeited.

D. Housing deposit refunds, if applicable, will be processed by Housing and Residence Life within 14 business days of resident move out and check out, and forwarded to the Student Accounts Office and refunded per established procedures.

9. Charges and Payments

A. The resident agrees to pay the applicable housing and meal plan charges in two equal installments, one each semester, by the due dates established by the college. Other payment plans are available through the Student Accounts Office, all payment plans begin well in advance of move in.

B. Housing and meal plan charges must be paid by the date of move in, and in accordance with the payment schedule established by the college.

C. Charges for any change in room type will be calculated on a prorated basis. See the Student Accounts Office for details.

D. The resident agrees that failure to make payments as prescribed does not relieve the resident of contract obligations and understands that nonpayment may result in removal from the residence halls, reassignment of current room, denial of residence hall services (including meal plan), cancellation of current student enrollment, and/or denial of subsequent college registration until the amounts due are paid.

E. Any resident enrolled for 6 or more credits, and failing to check in to the residence halls while this contract is in effect, will continue to have housing charges applied to the student account.

F. Except as otherwise provided by college policy, once the resident has signed and submitted the contract, the resident is liable for the applicable housing and meal plan charges for the entire academic year, regardless of whether the resident remains in the residence halls for the entire academic year.

10. 2010-2011 Housing Rates

	Academic Yr.	Semester
Single room	\$7,920	\$3,960
Double room	\$5,900	\$2,950
Triple room	\$5,900	\$2,950

11. Meal Plan

A. The resident agrees to select a meal plan for dining at the Cornish Café located in the Main Campus Center. Failure to select a meal plan will result in the default option (Meal Plan B)

B. All meals are à la carte, using a declining balance system. Funds for the semester are allocated to the Cornish ID on or before the first date of occupancy.

C. Funds rollover from fall to spring semester and additional funds can be added to the Cornish ID at any time through the Cashier's Office or online using the Online Cornish Account Program (OCAP).

D. Unused meal plan funds remaining on the account at the time the Café closes on the last date of spring occupancy are forfeited.

E. The resident can change the meal plan selection for the semester until 5:00pm on the first Friday after classes begin each semester.

F. The resident acknowledges that a community kitchen exists in each residence hall for the purpose of preparing food. Cooking in residential rooms is prohibited.

G. 2010 – 2011 Meal Plan Rates

	Academic Yr.	Semester
Meal Plan A	\$3,000	\$1,500
Meal Plan B	\$2,400	\$1,200
Meal Plan C	\$2,200	\$1,100

- I. Meal Plan B is the minimum plan for residents majoring in Art, Design, Performance Production, and Theater
- II. Meal Plan C is the minimum plan for residents majoring in Dance and Music

H. The resident maintains the right to petition the meal plan requirement. A written petition will be evaluated based on established guidelines and the petition committee will

determine if the meal plan requirement will be adapted and will identify associated stipulations. The resident may petition the meal plan one time per contract term and the decision of the committee is final.

12. Occupancy

A. The resident agrees that occupancy of the assigned room is limited to resident(s) assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by others, except in the case of accompanied guests.

B. Unless specified otherwise in writing, the following dates of occupancy apply.

- I. Fall Move In: Occupancy will begin for all 2010 – 2011 residents at 9:00am Wednesday, September 1, 2010.
- II. Winter Break: Housing and meal plans are not provided during winter break. The resident must vacate the residence hall for winter break no later than 12:00 noon Sunday, December 19, 2010. The residence halls will re-open for returning resident occupancy at 9:00am Sunday, January 16, 2011. Occupancy for new residents participating in spring new student orientation will begin at 9:00am Thursday, January 13, 2011.
- III. Spring Move Out: Occupancy will end no later than 12:00 noon Sunday, May 8, 2011. If the resident is graduating at the end of the 2010-2011 academic year, occupancy will end at 12:00 noon Sunday, May 15, 2011.

C. The residence halls remain open during other holiday and break periods, though some services, including meal service, may be limited. See Housing and Residence Life for details.

D. The resident, at their own risk, may leave or store personal property in the residence hall during winter break, but not during summer break.

E. Guests are permitted to visit 8:00am – 12:00am daily. Overnight guests must be signed in and may visit for a maximum of 3 consecutive nights after consultation with roommate. See Resident Handbook for details.

13. Assignments

A. The resident agrees to provide the college with the information and preferences requested in the housing and meal plan contract for the purpose of hall, room, and roommate assignment.

B. The college agrees to consider the information and preferences indicated in the contract. However, no guarantee of a specific assignment is implied.

C. Housing assignments are considered final for the entire academic year except as otherwise provided by college policy.

D. If a resident does not plan to return to campus housing for the following semester or has a change of assignment for the following semester, the resident must move out and check out prior to the last day of fall semester occupancy.

E. If a vacancy occurs in the assigned room, Housing and Residence Life will notify the remaining student that they have 2 business days to select one of the following options and contact Housing and Residence Life to facilitate an assignment change.

- I. Accept a roommate assigned by Housing and Residence Life at any time.
- II. Select a roommate from another under-assigned room.
- III. Move into another under-assigned room.
- IV. Move into an available single room, paying the single rate.

Under-assigned rooms may be consolidated per established guidelines if option I above is selected.

F. The resident agrees that, should they fail to occupy the assigned room by noon on the first day of class each semester the resident's assignment to a particular room may be forfeited unless prior written approval is granted by Housing and Residence Life. In such a forfeiture of assignment space, the resident agrees to accept other available housing accommodations. Failure to move in does not change the financial obligation of this contract.

G. Residents and rooms are subject to reassignment by Housing and Residence Life at any time. The college may alter the resident's assignment for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, student conduct, catastrophe, renovation or closing of facility, consolidation of vacancies, unavailability of space, irresolvable incompatibility of roommates, unpaid housing and meal plan charges, facility maintenance, or at the written request of the resident.

H. The resident agrees to observe the hall/room change procedures established by the college and to have written approval before making a change of hall and/or room assignment.

14. Furnishings

A. The college agrees to provide the resident with the following room furniture and furnishings: one extra long single bed, one mattress, one desk with hutch and chair, one dresser, closet space or armoire, and window coverings. Each room includes a bathroom with a toilet, sink, and shower.

B. Bed lofting and bunking kits may be requested at no charge from Housing and Residence Life on a first come, first served basis. All other lofts are prohibited.

15. Utilities and Services

A. The college agrees to provide reasonable amounts of heat, water, electricity, and waste disposal.

B. The college agrees to provide a cable TV hookup in the assigned room and to include channels consistent with the college's service provider agreements.

C. The college agrees to provide wireless internet access.

D. The college agrees to provide coin-operated laundry machines and dryers in each residence hall.

E. The college shall not be responsible for disruption or nonperformance of services due to circumstances beyond its control.

F. The college agrees to provide custodial services for public hallways, lounges, and restrooms.

G. Residents agree to accept responsibility for cleaning their room and bathroom, as well as disposing of their trash and recyclables in the dumpsters provided.

16. Keys/Key Cards

A. The resident agrees to be responsible for the key/key card to their assigned room and mailbox. The resident further agrees not to have or allow the key/key card to be duplicated and not to transfer use of the key/key card.

B. The resident agrees to report loss of the assigned room key/key card immediately and to pay charges of changing the locking mechanisms on all locks (doors, mailboxes, etc.) affected by the loss.

17. Maintenance

A. The resident agrees to notify the college promptly of any needed repairs or deteriorating conditions.

B. The college agrees to make necessary repairs and perform maintenance in the residence halls and rooms through authorized personnel, including outside vendors. Repairs will be made to the room and college furnishings upon request or in accordance with routine schedules. All maintenance on campus is prioritized and executed accordingly.

C. The resident agrees not to modify, cause or allow the modification of the assigned room or other parts of the building except as expressly permitted in writing by Housing and Residence Life.

D. The resident agrees to use public areas, rooms, equipment, and furnishings in a careful and proper manner to contribute to the orderliness and cleanliness of all areas, and to cooperate in the common protection of property.

18. Room Entry and Inspection

A. The college affirms its respect for each resident's right to privacy in the residential room and agrees to make reasonable effort to give advance notice prior to making inspections.

B. The college regards room entry for the purposes of improvements, maintenances, cleaning, recovery of college-owned property, and fire safety inspections as necessary for the health and general welfare of all residents, and, therefore, entry is agreed to and authorized by the resident.

C. The college and resident agree that a room may be entered and searched by college or law enforcement officials without notice for purposes of discovering violations of college policies, regulations, or local, state, or federal law.

D. A resident's request for maintenance service will constitute authorization to enter resident's room.

E. Except as indicated in this section, the college agrees that entry without notice will be made only in emergencies to inspect or protect health, safety, or property.

19. Behavior and Conduct

A. The resident agrees to become aware of and observe all published rules, policies and procedures. Specifically included are the Student Handbook, Resident Handbook, and posted residence hall rules established by college officials and/or student governing bodies.

B. The resident agrees to check their Cornish email account as well as their residential mailbox on a daily basis. A resident is considered notified the day correspondence, electronic or otherwise, is delivered.

C. The resident agrees to conduct one's self in such a manner as to allow others the enjoyment of the residence halls. The resident agrees to abide by all laws of the State of Washington and to avoid causing excessive noise and/or disruptive behavior.

D. The resident agrees to membership in the respective student governing bodies of the residence hall to which the resident is assigned, including all rights, privileges, and responsibilities of such membership.

E. The resident agrees that use of any assigned room or any part of the residence halls to advertise, sell, solicit, or conduct a business by residents living in the building or by any other person is prohibited except as authorized in writing by Housing and Residence Life.

F. The resident understands that use, possession, manufacture, distribution, sale, and being under the influence of alcohol or any narcotic or controlled substance is prohibited in the residence halls and on residence hall property.

G. The resident understands that pets and other animals, including fish are not permitted in the residence halls at any time, with the exception of service animals.

H. The resident understands that all residence halls are non-smoking facilities, smoking is only permitted in outside designated areas.

20. Liability

A. The college acknowledges, and the resident is hereby made aware, that criminal activity, personal injury, and theft occur and the risk exists for such future occurrences on college premises, specifically within housing and café facilities. Therefore the resident agrees to assume responsibility for one's own personal safety, as well as one's personal belongings.

B. The college does not assume responsibility for any resident's, guest's or other person's loss of money or valuables, or for loss of or damage to property, or injuries, personal or otherwise, sustained on or about the residence halls. The college recommends the resident contact a local insurance carrier concerning the availability of protection against such losses.

C. The resident understands if the room or other portions of the residence hall are destroyed or become unavailable as the result of a casualty (e.g., fire, earthquake, natural disaster), condemnation or other conditions outside of the college's control, the college shall have the right and option to terminate this contract on no less than 48 hours notice to the resident. In such event, the resident will be entitled to a prorated refund of housing charges. In such cases the college is not obligated to find or provide housing.

21. Contract Termination

A. The college may terminate this contract prior to the expiration of the term of contract if the college determines that the resident is delinquent in payment of the student account or any part thereof, or, after a hearing, that the resident has misrepresented any fact on the housing and meal plan contract, or has violated any other term of this contract, or violated the college's rules or policies set forth in the Student Handbook or Resident Handbook.

B. The resident understands that a temporary denial of access to one's room or the residence halls pursuant to student conduct action does not constitute a termination of the housing and meal plan contract.

22. Contract Cancellation

A. The housing and meal plan contract is binding for the entire academic year. The contract may be canceled during its term for the following reasons:

- I. Completion of graduation requirements
- II. Withdrawal from the college for at least one semester
- III. Ineligibility to continue enrollment due to failure to meet academic or other requirements

In the event of such cancellation, the following refund schedule applies per semester:

- i. 100% refund of housing and unused meal plan funds for the resident who notifies Housing and Residence Life in writing on or before the first day of occupancy and does not move in or check in. The housing deposit is forfeited after July 31 and the meal plan balance is taken to zero.
- ii. 75% refund of housing and unused meal plan funds for the resident who notifies Housing and Residence Life in writing on or before the first Friday after the first class day of the semester. The housing deposit is forfeited, and the meal plan balance is taken to zero on date of check out.
- iii. 50% refund of housing and unused meal plan funds for the resident who notifies Housing and Residence Life in writing on or before the second Friday of the semester, but after the first Friday of the semester. The housing deposit is forfeited, and the meal plan balance is taken to zero on date of check out.
- iv. 0% refund of housing and unused meal plan funds for the resident who notifies Housing and Residence Life in writing after the second Friday of the semester. The housing deposit is forfeited, and the meal plan balance is taken to zero on date of check out.

B. A resident who officially withdraws or is not enrolled at the college during the contract term must move out and check out of their assigned room within 48 hours of withdrawal from the college. If the resident fails to officially vacate within 48 hours, the college may take possession of the assigned space, change locks/keys, and charge all costs associated to the resident.

C. The resident maintains the right to petition for the cancellation of a housing and meal plan contract. A written petition will be evaluated based on established guidelines and the petition committee will determine if the contract shall be canceled and will identify associated stipulations (such as a cancellation fee). The resident may petition the housing and meal plan contract one time per contract term and the decision of the committee is final. See Housing and Residence Life for details.

D. Documentation may be required to show cause for cancellation.

E. A resident who moves out of college housing during the term of contract without relief from contract obligations and remains enrolled continues to be liable for housing and meal plan charges which are applied to the student account, whether or not services are taken.

Housing and Residence Life reserves the right to alter or change any information or any programs contained in this publication.