

# Lake Erie College Housing Accommodations & Food Service Contract

Fall \_\_\_\_ and Spring \_\_\_\_

LEC ID# \_\_\_\_\_

Last Name		First	Middle	Student Email Address		
Home Address				(Area Code) Home Phone Number		
City		State		Zip		(Area Code) Cell Phone Number
County	Academic Class Fall	<input type="checkbox"/> Freshman <input type="checkbox"/> Junior <input type="checkbox"/> Sophomore <input type="checkbox"/> Senior	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> New Student <input type="checkbox"/> Returning Student	<input type="checkbox"/> Transfer Student	Birthdate

Have you ever entered into a plea of guilty; been found guilty by a referee, jury or court; been convicted of a felony or misdemeanor (excluding traffic offense); and/or have any current pending charges as outlined in #1D of the Contract Conditions? **Please circle one:** YES or NO If YES, please explain the charge and the city and state in which it occurred.

Name of Parent/Guardian/Emergency Contact	Parent/Guardian Email Address
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Home	City	State	Zip	(Area Code) Home Phone Number
(Area Code) Cell Phone Number			(Area Code) Work Phone Number	

**FIRST-YEAR HOUSING GUARANTEE REQUIRES CONTRACT SUBMISSION, PREPAYMENT AND IMMUNIZATION FORMS TO BE RECEIVED BY MAY 1. STUDENTS SUBMITTING AFTER THE GUARANTEE DATE MAY BE PLACED ON A WAIT LIST UNTIL SPACE BECOMES AVAILABLE.**

**HALL PREFERENCES: REQUESTS ARE NOT GUARANTEED AND ASSIGNMENTS ARE MADE UPON SPACE AVAILABILITY.**

Building Preference	Roommate preference by name ( <i>only mutual requests considered but not guaranteed</i> ):
1. _____ 2. _____ 3. _____	

I grant permission to release my home address, telephone number, and College email address to my roommate(s):  YES  NO

Will you be participating in varsity athletics at Lake Erie College? If so, please check all that apply: <input type="checkbox"/> Soccer <input type="checkbox"/> Lacrosse <input type="checkbox"/> Softball <input type="checkbox"/> Basketball <input type="checkbox"/> Golf <input type="checkbox"/> Volleyball <input type="checkbox"/> Cross Country <input type="checkbox"/> Baseball <input type="checkbox"/> Football <input type="checkbox"/> Tennis	Are you interested in living in a Leadership based Learning Community/ Building? <input type="checkbox"/> YES <input type="checkbox"/> NO
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I am a: <input type="checkbox"/> Smoker <input type="checkbox"/> Non-Smoker All accommodations are smoke-free	Habits (Check most applicable): <input type="checkbox"/> Go to sleep late and sleep in <input type="checkbox"/> Go to sleep and wake up early <input type="checkbox"/> I need noise when I study <input type="checkbox"/> I need quiet when I study	Indicate major field(s) of study:
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Accommodations due to physical/mental medical conditions. Note physical condition if needed for assignment purposes - This information may be released to select College personnel for emergency response. Students requesting specific accommodations should contact the Student Success Center. Accommodation requests will not be honored without confirmation

**Meal Plans:**  10 meals a week (\$75 Storm dollars)  14 meals a week (\$65 Storm dollars)  19 meals a week (\$55 Storm dollars)

**CONTRACT TERMS AND CONDITIONS**

As noted in the Contract Conditions on the REVERSE side, the CONTRACT PERIOD shall be for the ENTIRE ACADEMIC YEAR (fall and spring semesters) or remaining part thereof. If you do not wish to contract the full academic year, you must obtain the consent of the Director of Residence Life and Housing or his/her designee.

By signing this Contract, the Student acknowledges that all terms and conditions of said Contract have been read and understood and that in consideration of the provision of housing accommodations and food service by Lake Erie College, the student hereby agrees to abide by all terms and conditions as set forth herein.

The Student hereby acknowledges and agrees that he/she is subject to an increase in current College housing accommodations and food service fees, which increase will, if assessed, be fixed by the College at a date subsequent to the execution of this Contract. Also, this Contract may be subject to a multiple fee structure for various College residence facilities and/or food services.

**Sign and return completed CONTRACT with the required prepayment of \_\_\_\_\_ and Meningitis/Hepatitis B Disclosure Form to:**

**Lake Erie College  
Housing  
391 W. Washington St., Box 344  
Painesville, OH 44077**

**For questions regarding CONTRACT terms and conditions, please call 440-375-7508 or visit [www.lec.edu/studentlife/reslife](http://www.lec.edu/studentlife/reslife)**

*(If student is under 18, parent or guardian must co-sign)*

Student Signature _____	Date _____	Co-signer Signature _____	Date _____
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## Contract Conditions

- I. This is a Contract. Read thoroughly. It is understood and agreed that:
- A. The contract is for both residence hall accommodations and a food plan for the ENTIRE academic year or remaining part thereof unless otherwise approved by the Director of Residence Life and so noted on the reverse side, or terminated as per term #2 below. A meal plan is required for all residential students. If a meal plan is not selected, the default plan will be assigned. The default meal plan is 19 meals a week.
  - B. Residence hall accommodations are defined as any space in the Lake Erie College housing system and not for a particular room or building. The College, at its sole discretion, may assign, reassign and/or augment design capacity living areas in order to meet demand for housing applications and assignments.
  - C. This contract must be accompanied by a NON-REFUNDABLE PREPAYMENT (except as outlined in #2 below) of \$300.00 (called prepayment) and the Immunization Forms when contract is accepted by the College.
  - D. This contract will be accepted only on behalf of a person who has been admitted as a STUDENT to the College. Post Secondary students are not eligible to reside on campus. Students with a plea of guilty to, a finding of guilty by a referee, jury or court, or a conviction of any of the following may disqualify a student from residing on-campus: (1) a felony; (2) a sexual offense, as defined in chapter 2907 of the Ohio Revised Code; (3) an offense of violence, as defined in section 2901.01 (A) (9) (a) of the Ohio Revised Code; (4) a theft offense, as defined in section 2913.01 (K)(1) of the Ohio Revised Code; (5) a drug abuse offence, as defined in section 2925.01 (G) of the Ohio Revised Code; and (6) substantially comparable conduct to (1) through (5) above, occurring in a jurisdiction outside the state of Ohio.
  - E. Students under the age of 22 whose official residence is outside of a 50-mile radius of the College are required to reside on campus during the academic year in College owned/operated residence halls or apartments unless pre-qualified for exemption to this policy as outlined below and so long as space is available. Students whom have an established residence within a 50 mile radius of the College, will be reaching the age of 23 years by August 15 prior to the start of the fall semester, have the required number of credits to be considered a junior or senior (64 credit hours), married students, or students who live with a close adult relative are exempt from the Residential Policy. Students 23 years of age and older can be granted residency status on a space available basis after all students whose on-campus residence is required have been accommodated.
  - F. Before such STUDENT may reside in residence facilities, he/she must be registered for a minimum of twelve (12) credit hours during the term(s) of this Contract. Failure to maintain minimum credit hour registration will terminate this Contract and the STUDENT will be required to immediately vacate residence facilities. However, if the STUDENT subsequently satisfies the minimum credit hour registration requirement, the terms and conditions of the Contract will remain in effect.
  - G. Before any STUDENT may reside in residence facilities, the STUDENT, and if a minor the STUDENT's parents or legal guardian(s), shall pay or make arrangements to pay to the College the required fees for service by the designated due dates as adopted by the COLLEGE in the event of changed in economic conditions and/or budgetary restrictions, shall have the right to change rates charged and/or payment(s) due for either room or board fees upon written notice to the STUDENT by the COLLEGE.
  - H. The balance of fees for each semester shall fall due and payable according to the fee schedule as indicated on the College website. Failure to pay room and board fees by the established and published due date will terminate this contract and the STUDENT will be required to immediately vacate the residence facilities.
  - I. The STUDENT'S use of residence facilities is subject to the conditions of this Contract, superseding all previous Contracts and understandings as well as any verbal statements or telephone conversations made with the STUDENT or STUDENT'S parents or legal guardian(s) concerning this contract.
  - J. Requests for disability-related housing accommodations should be submitted directly to the Office of Student Life; Holden Center; 391 W. Washington St.; Painesville, OH 44077. In order for accommodation requests to be considered for housing assignments, students must submit documentation of a current impairment(s) that substantially limits a major life activity. This documentation should be submitted directly to the Office of Student Life as soon as possible, preferably at the time the Housing Contract is submitted.
  - K. All information provided on the Contract is accurate and complete. It is understood that information included on the Contract may be verified at any time, including random verification of background information and criminal history. Results of criminal background checks will be made a part of the STUDENT'S education record; but such records are public records and may be subject to disclosure pursuant to Ohio's public records law.
  - L. As part of the application to reside in College resident facilities, STUDENT signature, and parent/signature when STUDENT is under the age of 18, denotes consent to a criminal background search and authorizes the COLLEGE to obtain and review criminal records and dispositions through a method deemed appropriate by the COLLEGE. If denied the opportunity to reside in COLLEGE residence facilities on the basis of information received from a criminal background check. STUDENT may request and will be provided with a copy of the information. If STUDENT disagrees with the accuracy of any information concerning the criminal background check, STUDENT will notify the COLLEGE of any challenge to the information within five (5) days of receipt of the report. The COLLEGE will not make a final decision regarding STUDENT'S eligibility to reside in the COLLEGE residence facilities until the STUDENT has had reasonable opportunity to address the accuracy of information.
2. Refund/release and forfeiture policy. A refund of paid Housing Accommodations and Food Service fees, will be paid in the following situations:
- A. A deposit of room and board fees and the prepayment under the following circumstances:
    1. Graduation of the STUDENT from Lake Erie College;
    2. Academic dismissal of the STUDENT from Lake Erie College;
    3. Non-attendance or complete withdrawal by the STUDENT from Lake Erie College prior to the start of the Contract term (except the prepayment which shall be forfeited). The prepayment will be refunded for new entering and transfer students when notification of intent to break Contract is received prior to May 1 for the following Fall semester and December 1 for the following Spring.
    4. Mandatory or recommended participation in academic programs of Lake Erie College requires the STUDENT to commute regularly beyond Lake County (e.g. student teaching or co-op assignments). At time of cancellation, documentation from the COLLEGE department affiliated with the program is required.
  - B. A partial refund of paid room and board fees, except the prepayment fee, once occupancy has been established (e.g. acceptance of room keys and/or signing occupancy document) will be based on the COLLEGE refund schedule as listed and determined by the Bursar's Office satisfies COLLEGE-mandated housing separation requirements and procedures under the following circumstances:
    1. Cancellation of the entire Contract term after the start of the fall semester and subsequent spring semester.
    2. Cancellation of a single semester of the Contract after the start of the semester.
  - C. A partial refund of paid room and board fees when the STUDENT has fulfilled fall semester obligations and breaches the Contract for the spring semester, except when under any dismissal or suspension. The STUDENT shall pay, as a cancellation fee for breach of the terms of the Contract, an amount of \$200.00.
  - D. The STUDENT shall not be liable for further forfeitures and shall be released of further financial liability beyond the date of termination as per the refund/release and forfeiture policy if the COLLEGE, in its sole discretion, terminates the Contract:
    1. For reasons related to the orderly operation of the residence halls, or for reasons relating to the health, physical, or emotional safety and well-being of the STUDENT, or for reasons relating to the health and well-being of the persons or property of other students, faculty, staff, or COLLEGE property.
    2. In the event the STUDENT has misrepresented or purposefully omitted any fact on the Contract, specifically as it relates to the report of crime committed by the STUDENT prior to the submission of the Contract. Failure to report may result in the current Contract cancellation and future Contract submission.
  - E. Contract cancellations for a current semester received after the specified date as listed on the COLLEGE refund schedule as determined by the Bursar's Office.
  - F. The STUDENT is financially responsible for fees incurred through the date of such termination, dismissal, suspension, probation or until the STUDENT has completed the check-out process with the appropriate COLLEGE employee, whichever date is later.
  - G. **Notice requirements.** All notices of intent to break this Contract must be submitted to the Office of Student Life in writing. If the STUDENT is under the age of 18, the written notification of termination must be co-signed by the STUDENT'S parent or legal guardian(s).

3. **No Show Policy.** The COLLEGE will hold the STUDENT's assignment until the close of business on Wednesday of the first week of each semester. At that time the room will be reassigned and the STUDENT's Contract will be cancelled.
4. The COLLEGE will furnish room accommodations during the time the COLLEGE is deemed "in session" as indicated by the College website. Some residence facilities may remain open during the COLLEGE break periods (e.g. Thanksgiving, winter/semester break and spring break). STUDENTS residing in those buildings which remain open during any of the COLLEGE'S break periods may maintain room occupancy and will be assessed the prevailing per diem rate for the additional services. STUDENTS will be required to register with the Office of Student Life for break period housing.
5. The STUDENT may leave possessions in the STUDENT'S room during break periods occurring within the academic year, except that the COLLEGE may, upon advanced notice, require the STUDENT'S room to be vacated completely during any such period. The COLLEGE will not be responsible for any loss or damage, from any cause, to the personal property of the STUDENT. Furthermore, the COLLEGE will not be responsible for any liability whatsoever to person or property of the STUDENT. STUDENT assumes all responsibility for suitable personal and property liability protection at anytime during the period of residency to include break periods. The STUDENT is encouraged to obtain personal property insurance. In cases of emergency, STUDENT authorizes COLLEGE to deliver any or all such property or possessions of STUDENT to the emergency contact or as otherwise designated by STUDENT.
6. The COLLEGE acknowledges, and the STUDENT is hereby made aware, that criminal activity, personal injury, and theft may occur, and the risk exists for such future occurrences on COLLEGE premises, specifically within and around housing and dining facilities. Therefore, the STUDENT agrees to assume responsibility for his or her own personal safety and security, as well as for his or her own personal belongings.
7. The STUDENT must vacate and remove personal property from STUDENT'S room within twenty-four (24) hours after withdrawal from the COLLEGE or termination of this Contract; the Director of Residence Life or his/her designee may request the STUDENT to vacate STUDENT'S room within twenty-four (24) hours after the STUDENT'S last final examination each academic session.
8. The STUDENT hereby agrees to accept the room and board assignment as provided by the COLLEGE. The COLLEGE agrees to consider information and requests submitted by the STUDENT; but no guarantee of a specific assignment is implied by the COLLEGE.
9. Discriminatory requests or practices are contrary to the philosophy of the COLLEGE and will not be considered by the COLLEGE.
10. The COLLEGE may require the STUDENT to relocate during the term(s) of Contract in an effort to consolidate occupancy due to vacancies or to accommodate other operational needs (e.g. remodeling/renovation projects; unusual demand for on-campus housing accommodations; interruption in utility services, etc.).
11. The STUDENT hereby agrees to conform to the rules and regulations governing the conduct of STUDENTS of the COLLEGE and residence life system. Such rules and regulations are set forth in the Student Handbook concerning conduct and other published policies of the COLLEGE as adapted and, from time to time, amended by the COLLEGE. The STUDENT hereby agrees to abide by any such rules and regulations and the COLLEGE reserves the right to change such rules and regulations as the COLLEGE may deem timely and appropriate. Documents and policies referenced are available at <http://www.lec.edu/studentlife/reslife/> and the STUDENT agrees that said documents and policies by reference are incorporated in this Contract as a part thereof. Ohio Revised Code Section 5321.03.1, may terminate this agreement prior to the expiration of the term of this agreement and require the STUDENT to vacate the residence facility after a hearing is held in which it is determined that the STUDENT'S behavior shows a disregard for the residential community and/or the specific living environment; the STUDENT misrepresented any fact on the Housing Contract; or the STUDENT has violated any term of this Contract or the college's rules and policies. Written notice of the hearing will be given to the STUDENT. Disciplinary procedures may be obtained from the Office of Student Life. In cases of allegations of misconduct, the status of an accused student will not be changed while case is pending against the student, unless the Director of Residence Life or his/her designee, determines that an interim suspension is necessary to preserve the safety and well-being of the COLLEGE residence community or the accused student. In all cases involving felony charges, or in cases where the student's behavior is determined, in the sole discretion of the COLLEGE, to constitute a direct threat to the health, physical or emotional safety of the student, other students, faculty, or staff, the COLLEGE may immediately suspend the STUDENT from residence facilities. A hearing to determine whether the student is eligible to return to the residence community shall be held as soon as practicable after the STUDENT'S suspension from residential facilities. The STUDENT understands and agrees that a temporary denial of access to residential facilities pursuant to an interim suspension does not constitute a termination of the CONTRACT. In situations of CONTRACT suspension or termination, the COLLEGE may remove and provide for safeguarding of all STUDENT'S possessions or property in the residence facilities whether accompanied by the STUDENT or not.
12. It is agreed that the STUDENT will not use said premises on the COLLEGE property for any unlawful purposes and/or to conduct a personal business enterprise, nor assign this Contract, or sublet the premises assigned to the STUDENT; nor sell, transfer, or otherwise permit the use of personal food service privileges under this Contract to another person.
13. The STUDENT agrees to surrender possession of the premises in as good order and condition as when initially occupied, reasonable use and natural wear and tear thereof, and damages by fire or unavoidable casualty without fault of the STUDENT, excepted. All repairs and maintenance in the residence halls shall be made only by the COLLEGE through its authorized personnel. Billing damages and final inspections of STUDENT(s) rooms are at the discretion of the Residence Life staff.
14. The STUDENT agrees to use due care in the use of the assigned living unit, the furniture and appliances therein, and of all other parts of COLLEGE property. All COLLEGE property which has been furnished to the assigned living unit must remain in the living unit during the STUDENT term of occupancy. Charges for special cleaning, keys and repairing damages or replacing any loss to COLLEGE property necessitated by lack of due care on the part of the STUDENT(s) and/or guests will be billed to the resident(s) responsible for damages and/or charges. If the damage and/or charges cannot be attributed to an individual resident, the amount will be appropriately divided and charged to all resident(s) of the living area.
15. College officials have the right to enter property owned, leased or operated by the COLLEGE for purposes of inspecting for cleanliness, orderliness, safety and maintenance. However, in cases involving suspicion of misconduct as defined in the Student Handbook, except under extreme emergency circumstances, student premises and possessions shall not be searched without first obtaining proper authorization. Notwithstanding the foregoing, Security have the right to enter property, subject to the normal requirements of applicable policy and law.