

Bentley University Housing and Meal Plan Contract

PLEASE READ THIS DOCUMENT CAREFULLY

This contract is a legally and binding agreement between you and the university that applies to the Fall and Spring semesters of the **2020-2021** academic year, but is payable by semester.

I. GENERAL INFORMATION:

1. I understand that this contract obligates me to pay the room rent and board charge for both first and second semesters of academic year 2020-2021.
2. This contract, along with the Bentley University Student Handbook, outlines the rights and responsibilities of all Bentley University Students. Your electronic signature on this contract indicates your acceptance of the terms of this contract, and your agreement to abide by all University rules and regulations found in the Student Handbook, as well as those rules and regulations that may be subsequently implemented. Residential students are expected to read the Student Handbook in addition to this contract.
3. Bentley University reserves the right to assign and change student room assignments at its discretion, to assign anyone on a temporary basis to vacancies, and to consolidate vacancies in order to achieve optimal utilization of facilities. The student is neither entitled to nor assured a specific room or roommate assignment. Students who refuse to comply with the university in its attempts to make the best use of vacant spaces may be subject to conduct action and will also pay the full cost of the affected vacancies.
4. Bentley University reserves the right to enter rooms, suites and apartments. Some, but not all, reasons for entry include scheduled and unscheduled maintenance, semester health and safety inspections, and interventions in incidents that are considered (at Bentley's discretion) to necessitate entry.
5. All undergraduates in housing must maintain a full time status and be registered for 12 or more credits per semester to live in university housing. Requests for exceptions to this policy must be submitted in writing to the Residential Center.
6. Bentley University furniture may not be removed from any student accommodations. The University will not remove or store any Bentley issued furniture. Lofts are not allowed unless provided by the University. For fire safety purposes, no outside furniture is allowed to be brought into the residence halls.
7. Bentley students with an existing medical diagnosis which requires a specific style of housing can petition the Residential Center to obtain an appropriate accommodation in housing under the Americans with Disabilities Act. The petition process for a Housing & Meal Plan Medical Accommodation is a pre-selection process, with all approved applicants securing an appropriate assignment before the Housing Selection Process. More information can be found on the Residential Center website that outlines the steps to petition for a housing and/or meal plan medical accommodation.
8. This contract may be amended or modified by Bentley University or the Residential Center with notice delivered to students at least five (5) business days before the change goes into effect.

II. MOVE-IN AND MOVE-OUT:

Students may begin moving into the residence halls at the designated semester move-in dates listed below and must move-out or leave the residence halls by the semester move-out dates below. Please note that all dates are subject to change at the discretion of Bentley University. If granted permission to arrive prior to the start of the move-in dates below, all contract terms, will apply as of the date of the student's actual move-in.

Each semester, upon your arrival on campus, you must complete the semester check-in process through Workday (the On-Boarding Process) and the Housing Portal (by checking in with a Resident Assistant). If your arrival is delayed more than 24 hours, and you do not inform the Residential Center, you may forfeit your room assignment.

FALL SEMESTER MOVE-IN DATES:

NEW UNDERGRADUATE STUDENTS: **Wednesday, August 26, 2020**

RETURNING UNDERGRADUATE STUDENTS: **Sunday, August 30, 2020**

All students will be assigned a specific move-in time in late July 2020.

Returning undergraduate students WILL NOT be allowed to move onto campus prior to **Sunday, August 30, 2020**. By agreeing to this contract you understand that you will need to make appropriate arrangements for you and your belongings to move to campus on **Sunday, August 30, 2020**.

All dates are subject to change at the discretion of Bentley University.

FALL SEMESTER MOVE-OUT DATE:

Thursday, December 17, 2020, at 6:00 PM

All students are required to vacate housing no later than 24 hours after their last exam if it precedes the stated closing date by more than one day. Failure to vacate your room may result in a \$100 late move out fee.

All dates are subject to change at the discretion of Bentley University.

WINTER BREAK

Residence halls and dining halls are closed during Winter Break.

Requests for access to the residence halls during winter break, if approved, will only be permitted during normal business hours and students will incur a \$50 access fee.

SPRING SEMESTER MOVE-IN DATE:

Monday, January 18, 2021 at 10:00 AM for returning students. Students who are new to Bentley as of the Spring 2021 semester will move-in on Thursday, January 14, 2021.

All dates are subject to change at the discretion of Bentley University.

SPRING SEMESTER MOVE-OUT DATE:

Thursday, May 6, 2021 at 6:00 PM

Undergraduate students are required to vacate housing no later than 24 hours after their last exam if it precedes the stated closing date by more than one day. Failure to vacate your room may result in a \$100 late move out fee.

All dates are subject to change at the discretion of Bentley University.

EARLY ARRIVAL REQUESTS:

Early arrival requests, which must be approved by the Residential Center, must be submitted via email at: housing@bentley.edu. Provided their request for early arrival is granted, the student check in may occur prior to the first day of the contract and will result in additional nightly fees for the early arrival to campus.

III. FINANCIAL INFORMATION:

Housing and meal plan fees are approved by the Board of Trustees; however, Bentley University reserves the right to make adjustments as appropriate, at any time during the term of this agreement. Any adjustment will be communicated in writing to the student through their Bentley University email.

Fall semester housing and meal plan fees are due **August 1, 2020**. Spring semester housing and meal plan fees are due **January 2, 2021**.

FEES & PAYMENTS:

Although payable by semester, room charges are for the entire academic year. If you agree to the Housing and Meal Plan Contract and move into housing, you are obligated to pay for the entire academic year of housing, as long as you are enrolled at Bentley University.

Failure to pay your student balances will result in termination of your housing contract and removal from housing. Please note that the License Agreement does not convey a tenancy or other property interest to you; it creates a licensor/licensee relationship subject to the terms and conditions in the Agreement, in the Student Handbook and in the Student Code of Conduct.

CONTRACT TERMINATION:

The Residential Center may immediately terminate the housing contract for anyone who, in the judgement of the Residential Center, represents a threat to the health or safety of anyone including but not limited to Bentley students, employees or other members of the community.

The Residential Center may terminate the housing contract any time prior to the housing contract end date in the event of either of the following situations:

- Graduation, dismissal, suspension, withdrawal or leave of absence from Bentley University
- Violation of any term of condition of the housing contract

If a student believes they have an extenuating circumstance they may **request permission** to terminate the housing contract by completing and submitting the appropriate **Contract Release Form** available on the Housing Portal. Submitting this form does not automatically grant you a release from the 2020-2021 Housing and Meal Plan Contract, as contract releases are not granted often. All students who submit the Contract Release Form prior to **Thursday, June 18, 2020** will not require the permission of the Director of the Residential Center or their designee to terminate their housing contract.

If you submit Contract Release Form after June 18th, 2020, then once your request has been received, the Director of the Residential Center or their designee will make a determination regarding your request. If declined, then you will have the opportunity to appeal to a committee of University representatives who will make the final determination. The committee of University representatives will meet three (3) times per academic year to review appeals. A member of the Residential Center will inform you of the committee's decision via e-mail to your Bentley University e-mail account.

All contract releases must be submitted and will be reviewed at the following deadlines:

- August 1st, 2020
- December 1st, 2020

January 6th, 2021 Students who do not receive written approval from the Residential Center to cancel their 2020-2021 Housing and Meal Plan Contract will remain financially responsible for all housing and meal

plan charges. Belongings left behind five (5) business days after notification will be considered abandoned and will be disposed of by the University with no liability.

IV. DAMAGES AND ROOM CONDITIONS

DORM DAMAGE:

Residential Center Staff will inspect rooms/suites/apartments before and after all students have vacated or completed a room change. Reasonable cleanliness of the room is the responsibility of the students who occupy that room. Staff will assess any damage or unacceptable cleanliness of the space using the guidelines described in the Student Handbook and on the Residential Center's website. Damages to your space and furnishings beyond normal wear is your financial responsibility and will be charged directly to your student account. Alterations to the room including walls, floor, ceiling, doors, wiring and furnishings are prohibited.

COMMUNITY BILLING:

Common areas within buildings are defined as hallways, bathrooms, stairwells, lobbies, lounges, laundry rooms, basements, entrances and exits of buildings, and elevators. For the purpose of community billing, common area damages are defined as trash, vandalism (broken exit signs, broken glass, broken windows, damaged ceiling tiles, etc.), bodily fluids, fire extinguisher discharge, and furniture removal. When individual responsibility for damages cannot be determined, the residents of a floor, suite, wing or entire hall are collectively responsible for repair or replacement costs. The residents of the area in question will be informed of the community billing process via their Bentley University e-mail account. Each student's portion of the community billing charges are assessed on the student account monthly. All community billing charges are final.

V. FOOD SERVICE INFORMATION:

1. All residents who live in one of the mandatory meal plan areas (Nathan R. Miller Hall, Slade Hall, the Trees Complex, Forest Suites, Kresge Suites, Fenway Suites, Copley North Suites, Copley South Suites, and the Boylston 5th Floor Attics) are required to contract one of the meal plans outlined for these areas. This information can be found on the Bentley University website. Additionally, residents who live in the mandatory meal plan areas listed above are NOT eligible to select meal plans that are deemed only for residents who live in an on-campus house/apartment or commuter students.
2. All first-year students will be required to be on a specific meal plan as outlined on the Bentley University website for their first two semesters of enrollment.
3. Upper-class students who have a meal plan may lower their meal plan within the first two weeks of the semester. The meal plan contract for Apartments, Cape, Castle and Stratton residents may be changed at any time. These are non-mandatory areas.

Last day to lower meal plans:

Fall Semester: **Monday, September 14, 2020**

Spring Semester: **Monday, January 25, 2021**

4. Meal plans are not in effect during Thanksgiving, semester breaks, and Spring Break. If students are approved to stay over a break period, they may be subject to a per day rate to cover meal plan costs.
5. It is the responsibility of the student to drop or change their meal plan through the Housing Portal. Once the semester begins students are charged for the number of days they have been on the plan regardless of use.

6. Students remain financially responsible for the meal plan until the student communicates through the Housing Portal that they wish to modify their meal plan. Meal plan payment is refundable, but other charges may still apply.
7. Information about the usage of discretionary funds can be found on the Bentley University website.

VI. HOUSING & MEAL PLAN ACCOMMODATIONS:

Bentley University recognizes that we will need to make particular accommodations for students who have a medical diagnosis (with documentation from a specialist) and/or religious needs (with documentation from a clergy). The petition process for a Housing & Meal Plan Accommodation is a pre-selection process, with all approved applicants securing an appropriate assignment before their respective Housing Selection Process begins. More information about this process, timelines, and documentation need can be found on the Residential Center website (www.bentley.edu/housing). This process would be the same for students requesting to have an emotional support animal on campus.

VII. PERSONAL PROPERTY LIABILITY AND INSURANCE:

The University will assume no liability, directly or indirectly, for loss or damage to personal property by fire, flood, theft, or any other cause. Every resident is encouraged to review his/her family personal property insurance coverage and to obtain appropriate coverage. Renters insurance may be another option depending on your personal circumstances.

VIII. OTHER INFORMATION:

The Bentley University residential program seeks to create safe, civil, and inclusive communities that foster the personal and intellectual growth of each individual. Students who live in university housing have certain freedoms and responsibilities.

Regulations exist which are consistent with the educational purposes of the residential campus. The residential environment requires those sharing a living unit to be both cooperative and considerate. Bentley University does not discriminate on the basis of age, race, color, gender, sexual orientation, disability, religion, national and ethnic origin or veteran status.

To increase the efficiency of our heating and cooling systems, the HVAC units in all of Bentley's residence buildings are set to an automated cycle system. The units are set to turn on if the outdoor air temperature is less than 61 degrees F or more than 75 degrees F.

All dates are subject to change at the discretion of Bentley University.

I UNDERSTAND THAT THIS CONTRACT, WHILE PAYABLE BY SEMESTER, IS FOR THE ENTIRE 2020-2021 ACADEMIC YEAR

Bentley University COVID-19 Housing and Meal Plan Contract
Addendum and Public Health-Informed Policies
PLEASE READ THIS DOCUMENT CAREFULLY

This contract addendum is an update to the Bentley University 2020-2021 Housing and Meal Plan Contract that is a legally and binding agreement between you and the university that applies to the duration of the COVID-19 pandemic.

As a resident within Bentley University Housing, the 2019 novel Coronavirus crisis (“COVID-19”) will impact your housing experience as Bentley University continues to make decisions informed by public health considerations and scientific data. The below policies and guidelines are also incorporated into the Student Handbook and will be applicable to all residential students. COVID-19 is understood at this time, to mostly spread by respiratory droplets released when people talk, cough, or sneeze. You are moving into a residence location that will have you sharing space with others outside of your immediate household.

I. GENERAL INFORMATION:

1. I understand this contract addendum and the 2020-2021 Housing and Meal Plan Contract, along with the Bentley University Student Handbook, outlines the rights and responsibilities of all Bentley University Students. Residential students are expected to read the Student Handbook in addition to 2020-2021 Housing & Meal Plan Contract, and this Bentley University Housing & Meal Plan Contract Addendum for COVID-19. Please review the updated policies and guidelines and acknowledge the below expectations and processes prior to move into the residence halls. Your electronic signature on this contract addendum indicates your understanding and acceptance of the risks entailed in group living as well as the terms of this contract; that you intend to return as a residential student for the fall semester and your agreement to abide by all University rules and regulations found in the Student Handbook, as well as those rules and regulations that may be subsequently implemented.
2. Residential students are required to comply with any efforts needed on campus due to COVID-19 or other public health emergencies to reduce the density among residents, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student’s housing contract.
3. Residential students are required to comply with all health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University as it relates to public health crises, including but not limited to COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine and/or isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents and extends to all aspects of campus and residential life, including bedrooms, bathrooms, community kitchens, lounges, laundry rooms, dining facilities, classrooms, faculty and staff offices, computer rooms, courtyards and other common spaces. All residential students are prohibited from creating a health or safety hazard on the Bentley University campus and the University may request or require a resident to leave Bentley Housing if the University determines that their continued presence in the housing community poses a health or safety risk for community members.
4. Bentley University will continue to implement and modify its cleaning protocols to address COVID or other public health emergencies in the interest of minimizing the spread of disease. Bentley University will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls. Basic cleaning and sanitization methods will be expected of all residents to maintain an appropriate cleanliness standard within their room/suite/apartment.

Bentley University cannot guarantee you will not be infected with COVID-19 or any other virus, the university expects you to adhere to and assist in the efforts to mitigate the virus while on and off-campus.

5. Bentley University reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event Bentley University terminates housing contracts due to public health concerns, Bentley University will offer pro-rated housing reimbursements for impacted students as appropriate and based on information available at that time.
6. Residents must be able to vacate the residence halls quickly due to a COVID-19 outbreak and are responsible for the materials they moved into their room/suite/apartment.
7. Residents must comply with testing requirements and daily self-screening requirements as outlined by the University.
8. Similarly to the 2020-2021 Housing and Meal Plan Contract, this contract addendum may be amended or modified by Bentley University or the Residential Center with notice delivered to students at least five (5) business days before the change goes into effect.

II. LIMITING THE SPREAD OF COVID-19

1. Understanding symptoms of COVID-19 (cough, shortness of breath, fever, chills, muscle pain, sore throat, and new loss of taste or smell, nausea, vomiting, diarrhea) residential students must conduct a daily symptom screening to assess their risk of being COVID-19 positive. If a residents displays/feels any of these symptoms, residential students are required to self-monitor and self-report by calling the Health Center or University Police immediately. Residents may also be required to self-monitor should they be notified that they have been exposed to an individual who has recently tested positive or exhibited COVID-19 symptoms. Residents are advised by Health Services and the Residential Center on testing, isolation, and additional protocols on COVID-19.
2. Face coverings are required by the University, non-medical face covering must always be worn by all community members who are outside of an individual residence hall room/suite/apartment while on campus (including classrooms and academic buildings). All face coverings should protect the nose and mouth, and must be easily removable if asked to identify oneself by a University Administrator.
3. Residential students are required to comply with requests from Bentley University to leave their assigned space due to COVID-19 or other public health emergencies. Not all Bentley residential rooms or halls are appropriate for self-quarantine or self-isolation. In situations where a student is recommended to self-quarantine or self-isolate, students may be required to relocate from their current residential space. Removal from a student's original housing assignment to isolate or quarantine does not constitute a termination of a residential student's housing contract. At any time, at the University's discretion, the University may request or require a resident to leave Bentley University when that resident's continued presence in the housing community is determined by the University to pose a health or safety risk for community members.
4. Roommates and those sharing an apartment or suite will be treated as a family unit at Bentley University, thus allowing more than one occupant per room where 6-foot spacing is not required. If a roommate/those sharing an apartment or suite develops COVID-19 symptoms or is confirmed positive, all roommates/those sharing an apartment or suite will be required to self-quarantine or self-isolate based on the family unit definition and follow recommendations by the Health Center & the Residential Center.

5. The University reserves the right to adjust its Guest Policy in accordance with the changing needs of COVID-19. Guests and visitors are not permitted in any campus building, including residence halls. This limitation applies to both Bentley and non-Bentley guests and visitors, regardless of status as a residential student. No in-person gatherings are permitted inside of residence halls or outside on campus property. Students must maintain a physical distance of at least 6 feet when traversing campus. Consideration should be made when passing others in hallways, doorways, and in elevators.

III. FOOD SERVICE INFORMATION:

Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to state and federal health and safety guidance, Bentley University may limit the occupancy of dining halls, limit the amount of time students may remain within dining halls or make other operational adjustments needed to address health and safety concerns.

IV. TIMELINE & MOVE-IN / MOVE OUT:

- I. Residential Students who agree to the updated policies and contract addendum, in addition to the Bentley University 2020-2021 Housing and Meal Plan Contract must electronically sign this housing contract to communicate they intend to return to Bentley University for the fall semester.
 - i. Residential Students will have from **June 30, 2020 – July 8, 2020** to sign the contract and communicate their housing intentions.
 - i. With this timeline in mind, the Residential Center extended the date to cancel the 2020-2021 Housing and Meal Plan Contract from June 18th to 4:00PM on Thursday, July 9th, 2020.
 - ii. From **July 20, 2020 – July 23, 2020** the Residential Center will e-mail any residential student who will need to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergencies, including, but not limited to, the relocation of all or some residential students to alternative housing, or a suspension of their housing contract for the fall semester.
- II. Residential Students must adhere to the move-in guidelines communicated by the Residential Center. An updated move-in timeline will be communicated to all students via their official Bentley e-mail address. Move-in instructions and updated times will be communicated at the latest by **Wednesday, August 5, 2020**.
 - i. No outside furniture will be allowed to be moved-into the residence halls.
 - ii. Students are required to pack lightly for move-in and only bring essentials, in the event the University needs to close down quickly due to public health concerns.
 - iii. Residents must be able to vacate the residence halls quickly and are responsible for the materials they moved into their room/suite/apartment.
 - iv. No early arrivals will be allowed.
- III. Fall 2020 Move-Out Date
 - i. Fall 2020 move-out is scheduled for **Wednesday, November 25, 2020**.
 - ii. All students are required to vacate housing.
 - iii. All dates are subject to change at the discretion of Bentley University.

V. STUDENTS AT HIGHER RISK FOR SEVERE ILLNESS FROM COVID-19:

Centers for Disease Control and Prevention guidance indicates that some individuals are at higher risk for severe illness from COVID-19. Those with increased risk of illness, underlying health issues, or a compromised immune system should consider personal circumstances, consult with your medical provider, and reach out to Health Services to discuss appropriate plans for the fall semester.

I UNDERSTAND THIS CONTRACT ADDENDUM AND WILL ABIDE BY THE POLICIES AND PROCEDURES OUTLINED ABOVE.