This contract serves as a binding agreement between Cochise College (hereinafter referred to as the “College”) and the Student (and parent/legal guardian, if the student is under 18 years of age), also referred to as “resident”. The signed Contract is effective upon receipt of a complete application and $150 deposit. The College grants the student permission to occupy a residence hall room for the Academic year indicated on the application, unless terminated sooner under the provisions of this contract.

Financial obligations/terms are involved - PLEASE READ CAREFULLY.

1. ELIGIBILITY
The student must complete a current academic year Housing Application, have a signed contract and $150 deposit on file. Students must enroll at the College and maintain a minimum of twelve (12) credit hours each semester. Students with less than 12 credit hours may be subject to removal. The Dean of Student Services may approve a reduced credit waiver for eligible students.

2. CONTRACT TERM
This contract is valid for the current academic year according to the 17 week and 21 week schedule and cannot be terminated except under the conditions of this agreement. Occupancy periods will be limited to 8/17/19 to 12/17/19 (17 week Fall), 7/28/19 to 12/20/19 (21 week Fall), and 1/11/20 to 5/12/20 (17 Week Sp), 1/11/20 to 6/11/20 (21 Week Sp). Please plan accordingly as early arrivals and late check outs are prohibited.

3. PAYMENT CHARGES
a) The student agrees to make payment of all Housing fees established by the Cochise Governing Board according to the current fee schedule. Failure to pay will result in a hold being placed on the student's account, which prohibits further enrollment, issuance of transcripts and possible removal from housing.
b) Rates are available online at [link] and subject to change by the Governing Board. Notice of such changes will be given in advance of any semester.
c) Students who are enrolled in only a first or second eight week term will be charged a prorated room and board rate of 50% of a full 17 week rate.
d) Student agrees to pay for any damages to the building, including fire damage and for damaged/missing furniture, or service repair costs caused due to student actions (agent/action/inaction). Where two or more residents are associated with a room or common area and responsibility for the damage or loss cannot be determined the cost of the damage/loss will be divided and assessed equally between or among the residents of the room/suite/quad/townhouse/area.
e) Property belonging to the College may not be removed from any building without specific written authorization from the Director of Residential Life. Each student of a living unit is subject to joint liability for property damage in common areas.

4. DEPOSIT
The payment of the $150 Deposit along with a complete current Housing Application/Contract is required to secure a room assignment. A $30 per semester Laundry fee is assessed to each resident’s deposit. This fee is assessed at the end of the year (or in December if the student is not returning). Residents planning to return to Housing the next academic year must submit payment to replenish his/her deposit back to $150.

5. ROOM ASSIGNMENT
a) Priority consideration for hall and room assignments are based on the date which the $150.00 deposit and completed application/contract are received.
b) Subject to availability, the College will assign accommodations according to student preferences, however the College cannot guarantee assignment to a particular building, type of accommodation, or roommate request. Failure to honor preferences will not void this contract.
c) The College reserves the right to temporarily assign additional residents above the original designed capacity of rooms until permanent space becomes available. No Room rate adjustments will be made during this process.
d) The College reserves the right to refuse housing to any student who is delinquent in the payment of fees, who has demonstrated an unwillingness to abide by Housing policies and procedures, or who exhibits behavior which is incompatible with the maintenance of order, sanitation and the welfare of other students in the residence halls, or as deemed necessary by the Director of Residential Life and/or the Dean of Student Services.

6. AUTHORIZED ROOM ENTRY/PREAUTHORIZED ITEMS
a) The College reserves the right to make repairs or improvements to the facilities during occupancy periods. When possible the College shall provide 24- Hour advance notice.
b) Announced Health & Safety Checks will occur throughout the semester; residents do not need to be present. Property may be seized and removed from a student room when it constitutes an imminent danger, when it is deemed illegal, it is College property, or is in violation of policies (e.g. alcohol, drugs, fire arms, cooking appliances, pets, etc).
c) The College reserves the right to enter a student room for the purpose of inspecting the premises when an authorized agent of the College has reasonable belief, including, but not limited to the following: An occupant of the room may be physically/emotionally in harm or a danger to others or themselves, College property is being destroyed, Violations of state or College policies are occurring.

7. MEAL PLAN/FOOD SERVICE (A’s viaonds)

a) All residents are required to purchase a Meal plan at the current semester rates.
b) Meal Plans are typically eighteen (18) meals per week, three (3) meals per day, Monday -Thursday and two (2) meals per day, Friday- Sunday and holidays.
c) Unused meal plan balances at the end of each semester are forfeited.
d) Meal Plans are non-transferable.
e) A Student Identification Card is required at all meals served.
f) There is no meal service over the Winter Break. The weekend meal schedule (brunch/dinner) will be observed on school holidays/closures. Residential Life and A’viands reserve the right to make changes to the meal service hours when necessary with no adjustment to the meal plan fee.
g) Students withdrawing from the College may be eligible for a meal plan refund. See Refund and Forfeiture Procedure below.

8. TERMINATION BY THE COLLEGE
The College may terminate this contract under the following circumstances:
a) Exigency – The College may terminate or temporarily suspend performance of any part of this contract without notice in the event of an exigency/emergency that would make continued operation for student housing not feasible or when the Residential Life Office believes a resident of a temporary assignment cannot be placed in a permanent assignment within a reasonable time period.
b) Violation of Policies and Procedures- if a student is found to have violated Cochise College Policies listed or referred to in this contract, Social Standards, and/or Residential Life Handbook. Disciplinary dismissal from the College or Residence Halls will result in full room and board charges and forfeiture of deposit- no proration, no refunds.
c) The College reserves the right to deny or cancel a Contract to an individual whose conduct and/or proven criminal record indicates a potential threat or danger to the College community including students, faculty or staff. Failure to disclose a prior criminal record may be subject to immediate termination of this contract.

9. REFUND AND FORFEITURE PROCEDURE
a) Residents withdrawing from the College may be eligible for a room and board (meal) plan refund, prorated on a weekly basis, up to four weeks after the start of the fall/spring semester. (Students receiving a prorated refund are not eligible for a deposit refund.) After the 4th week of the semester a resident is not eligible for a refund of meal or room charges, but would be eligible for a deposit refund (assuming proper check out procedures are followed and less laundry fees see Deposit above)
b) Departing eight-week only residents are eligible for refunds, prorated on a weekly basis, up to two weeks after the eight-week term begins.
c) Any requests for a refund exception to this policy must be made in writing to the Dean of Student Services and must contain the rationale for the request along with any documentation requested by the Dean. Requests for exceptions will not be accepted after 15 working days from the departure of the resident.

d) Residents leaving at the end of the term must complete an Online “Check-out Form”, properly clean and follow all procedures to be eligible for a deposit refund.
e) Alterations or changes to the premises will result in fines based on the circumstance.

ADDITIONAL CONDITIONS
• Overnight guests of residents are limited to no more than three nights per semester. Guests are not permitted until after classes begin each semester or during finals examination periods. All overnight guests must be registered with the Residential Life Office prior to stay. Guests must comply with College policies and the resident host is responsible for the actions of his/her guest.
• Appliances: Compact refrigerators must be Energy Star efficient and may not exceed 5.0 cu. Ft. Hot plates are not permitted. Microwaves may not exceed 1000 watts
• Residence hall rooms, buildings, or adjacent grounds may not be used for unapproved commercial enterprise. Sales, promotions, or solicitations are prohibited unless specifically authorized by the Residential Life Department.
• Although the College does not currently implement an Immunization Policy, it is recommended that residents receive (or have proof of) MMR1, MMR2, Meningococcal Vaccine (by the CDC). If an outbreak were to occur on the Cochise campus, students without proof may be required to self-quarantine or to vacate campus for the benefit of his/her health.
• Animals are not allowed in the Residence Halls. Only those with proper documentation, approved by the ADA/Disabilities Office will be permitted.

LIABILITY RELEASE/INSURANCE
I release Cochise College, it’s employees and representatives from any responsibility for incidents which cause me or my family members physical, mental, or monetary loss or damage, except in those incidents where the College can be shown negligent and directly responsible for the loss or damage. Cochise College does not maintain insurance on any personal property of residents. The College highly recommends that students obtain their own insurance such as a Renter policy.

Upon signing this contract, I hereby agree to comply with all College regulations. Any violation of local, state or federal laws deemed serious by the College’s administration, could result in immediate interim removal/suspension from the residence halls. I agree that the information provided in this document is true and accurate to the best of my knowledge.

I, __________________________ (Print Name), have read and agree to abide by the provisions included in this Housing Application and Housing Contract. I understand my failure to comply with the terms of this contract or any College Policy may result in the loss of my housing deposit, room, meal plan or campus housing privileges. Permission is granted to use photos for College purposes.

Signature of Applicant (Date)

Email Application/Contract to housing@cochise.edu or mail to:
Cochise College C/O Residential Life
4190 W. Hwy 80
Douglas, Arizona 85607

^ONLY If Applicant is under 18 years of age

Name of Parent or Legal Guardian (Print)

Signature of Parent or Legal Guardian Date

^If the applicant is under 18 years of age, his/her parents or legal guardian will become a party to this contract and will sign this agreement as evidence of accepting responsibility. By signing above, you certify you are the applicant’s parent or legal guardian and accept the terms of this contract.