

## Introduction

Tufts University Residential Life & Learning manages all living accommodations owned or leased by the University which provides housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Handbook, Residential Life & Learning Housing Policies website, and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

## Acceptance of License Agreement

In order to live in University housing, a student must read and agree to the terms of the 2018-2019 Housing License Agreement at the time the student applies for housing. By signing the License Agreement on-line and/or by accepting keys or an encoded keycard to the room/apartment, the student shall be deemed to have acknowledged and accepted the terms and conditions of this agreement. While first and second year students are required to live on-campus, acceptance of the terms of this agreement does not guarantee juniors and seniors a space in Tufts University housing.

Failure to sign the License Agreement may result in loss of housing privileges. The student agrees to live in University housing under any and all rules and regulations established by Residential Life & Learning and Tufts University. The University may, in its sole discretion, revoke this License Agreement and/or bring disciplinary action against a student for violations of any University policy and/or the regulations or policies included in this License Agreement, the Student Handbook, or Residential Life & Learning's Housing Policies website. Students must comply with all requirements related to disciplinary proceedings, including but not limited to summonses to conferences or student-conduct hearings. Notices to a student will be considered received by the student if given to students personally, e-mailed to the student's University e-mail account, mailed to the student's home address, or put in the student's on-campus mailbox.

## Eligibility

### *Fall/Spring Semesters (Academic Year)*

Tufts University Housing is available only to full-time undergraduate or graduate students matriculated in the schools of Arts & Sciences and Engineering. This includes student enrolled at the School of Museum of Fine Arts. Students must be financially cleared with the Bursar's Office in order to move-in/receive access to their building or room.

### *Summer 1/Summer 2 (Summer Term)*

Tufts University Housing is available only to students who are registered in a Tufts University undergraduate or graduate course being offered during the applicable Summer term.

## Dates of Assignment

Resident Category	Fall Semester Residency Period	Spring Semester Residency Period
Entering Undergraduates (Class of 2022)	8/29/18 at 8:00am – 12/21/18 at Noon	1/14/19 at Noon – 5/11/19 at Noon

Continuing Undergraduates (Class of 2019/20/21)	9/2/18 at 9:00am – 12/21/18 at Noon	1/14/19 at Noon – 5/11/19 at Noon
Graduating Undergraduates (Class of 2019)	9/2/18 at 9:00am – 12/21/18 at Noon	1/14/19 at Noon – 5/20/19 at Noon
Graduate Students	8/25/18 at 9:00am – 12/21/18 at Noon	1/14/19 at Noon – 5/31/19 at Noon

### **Hall and Room Assignments**

Room assignments for First-Year students are made based on the preferences stated in their Housing Application and a signed License Agreement. Room assignments for continuing students are based on eligibility as determined by space availability, the housing process, and a signed License Agreement. Room assignments for graduate students are based on preferences stated in their Housing Application and a signed License Agreement.

Effort is made to honor a student's preference for roommate, room type, and facility. However, Tufts University does not guarantee the type or location of residence and/or roommate requests.

If a student does not check into his/her reserved housing space within forty-eight (48) hours after the official move-in period, it will be forfeited unless written notice from the student is provided to the Office of Residential Life & Learning before that time.

If a vacancy occurs in a multiple occupancy room, the remaining resident(s) are often required to consolidate within another vacancy, notify the Office of Residential Life & Learning of a new roommate within 72 hours of the vacancy, or expect to receive a new roommate placed by Residential Life & Learning. Reassignments and consolidations usually take place 2 - 4 weeks into the semester but can occur at any time during the semester. Residential Life & Learning reserves the right to consolidate empty spaces within a building or make reassignments when vacancies occur.

The University may accommodate students requesting a room change during the designated room change period each term, or in an emergency. Residential Life & Learning may disband any residential unit, up to and including a floor, hall, or room, should Residential Life & Learning deem such action necessary in its sole discretion. In the event that a new roommate is assigned to a student's room or apartment, the students are required to ensure that their personal belongings only occupy space licensed to them under this Agreement (one bed, closet, dresser, respective portion of common areas, etc.).

Students returning from leave or abroad should complete the appropriate term(s) housing application when they have been cleared to return or have confirmed that they wish to live on-campus. Spring Applications are available after October 1, 2018. Spring Housing Assignments are completed in the first week of December.

### **Disclosure of Email Address**

Residential Life & Learning may provide the email addresses for each roommate in a given housing unit to the other members of that housing unit. Students may find it beneficial to contact each other in

advance of move-in to determine what each will bring to campus. During the room change period, Residential Life & Learning may provide email addresses to prospective roommates.

### **Disclosure of Student Information**

By signing this Agreement, each student consents to and authorizes the University to release any information provided by or about such student, including but not limited to information related to such student's health, safety and/or well-being and emergency contact information to University officials as the University deems appropriate and/or to address health, wellness or safety concerns. University officials/offices to which such information may be released or from which such information may be received include, but are not limited to, Tufts University Police Department, Student Accessibility Services, Health Services, Counseling and Mental Health Services, Office of Equal Opportunity, Office of University Counsel, CARE Office, Residential Facilities, and the Dean of Student Affairs Office.

### **Closed Periods**

All residence halls, with the exception of Harleston Hall, are closed from December 21, 2018 at Noon until January 14, 2019 at Noon. Students that will need to stay on campus over winter break are advised to contact Housing Operations prior to their assignment period to arrange assignment into Harleston Hall.

### **Dining Program Requirements**

All first-year students are automatically enrolled in the Premium Meal Plan. Second-year students can enroll in the Premium Meal Plan, the 220 Meal Plan, or the 160 Meal Plan. Juniors, seniors, and graduate students may enroll in any of our meal plans.

Students with questions about their meal plan should contact Tufts Dining at 617-627-3566 or visit [tufts.dining.edu](http://tufts.dining.edu).

### **Termination Charge, Commitment Fee, and Room Rate Adjustments**

ROOM ASSIGNMENTS ARE MADE FOR THE FULL ACADEMIC YEAR. Sophomores, juniors, and seniors become responsible for campus housing charges once a campus room is selected and an assignment offer accepted. First-year/transfer students become responsible for campus housing charges once assigned to a room by the University. Fall semester charges will first show on student accounts in July; spring semester charges will first appear on student accounts in November. Campus housing charges are set annually by the Board of Trustees of the University and will appear on resident student bills in two parts, the HOUSING COMMITMENT FEE and the ROOM CHARGE. The housing commitment fee for 2018-19 is estimated to be \$750.

THE HOUSING COMMITMENT PORTION (\$750) OF THE CAMPUS HOUSING CHARGE IS NOT REFUNDABLE for any student-initiated cancellation, leave of absence, study elsewhere (study at another university within the U.S.), transfer, or withdrawal. Exceptions will only be made when a student, subsequent to selecting a room is admitted to a study abroad program. In such cases, the student MUST file a study abroad leave of absence form with the office of Undergraduate Studies within ten (10) days of acceptance but no later than April 13, 2018 for fall semester cancellation, or no later than November 9, 2018 for spring semester cancellation.

Since room assignments are made for the full academic year, students cancelling their spring housing to live off-campus are financially responsible for their spring semester housing charges.

#### Fall Withdrawal Schedule

Withdrawal prior to 9/4/18	100% credit of room charge portion
Withdrawal from 9/4/18 through 9/17/18	90% credit of room charge portion
Withdrawal from 9/18/18 through 9/24/18	80% credit of room charge portion
Withdrawal from 9/25/18 through 10/1/17	60% credit of room charge portion
Withdrawal from 10/2/18 through 10/8/18	40% credit of room charge portion
Withdrawal from 10/9/18 through 10/15/18	20% credit of room charge portion
Withdrawal after 10/15/18	No adjustment of charges

#### Spring Withdrawal Schedule

Withdrawal prior to 1/16/19	100% credit of room charge portion
Withdrawal from 1/16/19 through 1/30/19	90% credit of room charge portion
Withdrawal from 1/31/19 through 2/6/19	80% credit of room charge portion
Withdrawal from 2/7/19 through 2/13/19	60% credit of room charge portion
Withdrawal from 2/14/19 through 2/20/19	40% credit of room charge portion
Withdrawal from 2/21/19 through 2/27/19	20% credit of room charge portion
Withdrawal after 2/27/19	No adjustment of charges

The total campus housing charge (commitment fee plus room charge) for a *multiple* occupancy room for academic year 2018 - 2019 will be set in March 2018 by the Board of Trustees. Generally, the housing rate increases within the range of 3-4% from the prior academic year.

Fall semester residents who will not be studying on the Medford/Somerville campus during the spring semester must notify the Office of Residential Life & Learning in writing by November 9, 2018.

### **Use of University Housing Facilities**

University residence halls, suites, and apartments are available only to students living in our residence community, their invited guests, and other persons authorized by Residential Life & Learning. Unauthorized entry to, or use of, University housing facilities is prohibited. Students are not permitted to use their residence hall room or mailbox for the purpose of conducting profit or not-for-profit business transactions, commercial enterprises or any activity that violates applicable law or University policy.

### **Appliances**

Only a limited number of appliances approved by Underwriters Laboratories (UL) are permitted within the Residential Life & Learning Housing system. Prohibited personal items include: candles, incense, halogen lamps, immersion heaters, etc. For a detailed list of approved appliances and policy statements, please refer to the Office of Residential Life & Learning Housing Policies website.

### **Alterations of Premises**

Students are prohibited from defacing, damaging or otherwise altering their rooms or any other part of the residence hall. This can include but is not limited to: removal of any University equipment or furniture; altering or replacing door locks; making electrical or structural alterations; use of nails, screws, or any material that defaces surfaces; construction of lofts; hanging items from windows; and painting of the residence. For fire safety and health code reasons, students are not permitted to add personal furniture, including but not limited to futons, mattresses, and couches to their room/apartment.

Bed rails and ladders are standard on all lofted bed sets. Requests to remove rails and ladders are not permitted, and requests to deloft beds will be accommodated only if the room permits.

### **Maintenance and Housekeeping**

Student requests for repairs to residence hall furnishings or equipment must be made on-line through the Tufts Work Order system. Students with questions about this process or who need further assistance should contact the residence hall staff. Repairs to University-owned facilities must be completed by authorized University personnel. For urgent matters, (i.e. flooding, heating problems, etc.) students should contact Work Control at 617-627-3496 (M-F, 9am-5pm) and Tufts University Police non-emergency line at 617-627-3030 (available 24 hours/day, 7 days/week).

As the Licensor, Tufts University (and its designees) may enter the premises to make repairs, to inspect, or to show the premises to a prospective purchaser, licensee, mortgagee, or its agents. Tufts administration will make every reasonable attempt to provide notice to students prior to entering rooms. Tufts may also enter the premises if the premises appear to have been abandoned by a student, if a university policy is violated, in the event of an emergency, for any health or safety reasons, or if otherwise permitted by law. Students are expected to keep their rooms orderly, safe, and sanitary.

The University provides professional housekeeping services in common areas such as lounges, hallways, and bathrooms. Please note that only traditional residence hall bathrooms are cleaned by University

personnel; bathrooms, kitchens, and common living areas in suites and apartments must be cleaned and maintained regularly throughout the term by the student(s). Failure to maintain a minimum standard of cleanliness may result in a cleaning charge and/or disciplinary action which could include loss of housing privileges.

### **Abandonment**

Students must remove all personal possessions when they vacate their rooms, apartments, or suites. Any possessions left in campus housing facilities after move-out or the voluntary or involuntary termination of the License Agreement will be considered abandoned, will be discarded by the University, and the student will be billed an additional charge for removal.

### **Damage/Cleaning Charges**

The student is responsible for the condition of all Tufts University property in his/her room and elsewhere in the residence hall. Upon check-in and check-out, students must complete a Room/Apartment/Suite Condition Form with hall staff. This form confirms the condition of the room/suite/apartment. Any pre-existing conditions in the apartment/bedroom should be noted at check-in by the student. Failure to do so may result in supplementary charges for any damage which are identified during or immediately after the student's occupancy or may occur through the length of the student's occupancy in the room. Students will be billed for damages that are beyond normal wear and tear. If a student does not complete the check-out process with hall staff, the student waives the right to appeal supplementary charges. If damage cannot be attributed to any one individual, charges will be assessed equally among all room occupants.

If there is loss/damage to common areas of any campus housing facility and Tufts University cannot identify the individual(s) responsible, the University may require several or all of the hall's residents to pay a prorated group charge covering the cost of common area repair/replacement. Students will be billed for replacement of furniture and reinstallation costs in the case of vandalism. Additionally, students may also be referred to the Dean of Student Affairs Office for disciplinary action which could include loss of housing privileges.

### **Liability**

Tufts University will not be liable for loss or damage to students or students' guests' property located in any campus housing facility. This includes, but is not limited to, damage caused by fire, flood, accidents, or loss or interruption of heat, electricity, burglary, theft, bugs/insects or vandalism.

### **Sublicense**

Students may not assign or transfer to anyone, including but not limited to other students, this License Agreement or any of its rights or obligations. They may not sublicense their housing space, their License Agreement or make any arrangement for someone to take over housing payments or move into the space assigned to them without the prior express written permission of the University. A student who violates this policy will lose all future opportunities to apply for housing and be liable for all costs incurred by the University, including, without limitation, any expenses related to the removal of any third party or third party property. Students or others residing in University owned or sponsored

facilities without the written permission of the University are trespassing and will be removed immediately.

### **Check-In/Check-Out Policy**

Failure to enter or vacate in accordance with move-in & move-out dates published by the department will result in formal disciplinary action and revocation of housing privileges.

### **Fire Safety**

All persons must observe fire safety policies and procedures. Fire extinguishers, smoke detectors, alarm systems, and fire escapes are not to be tampered with by any student. If a fire alarm sounds, ALL occupants must exit the facility at the nearest emergency exit. Please refer to the Residential Life & Learning Housing Policies website for a complete list of prohibited items.

### **Restricted Areas**

Any student or guest of a student who is found in restricted areas (including balconies and residence hall rooftops) will be subject to termination of this Licensing Agreement and loss of housing privileges.

### **Keys/University Identification Cards**

Students are not permitted to transfer, duplicate, or give keys or University identification or access cards to other persons, or to change door locks. Students will be charged for the loss of room keys and/or required lock changes.

A detailed policy of the lock-out procedure is contained on the Residential Life & Learning Housing Policies website. Students may not install any lock device that prohibits University personnel from entering the building, apartment, or individual room, including in University-owned Fraternity and Sorority houses. Prohibited devices include, but are not limited to: dead bolts, door chains, slide bolts, and lock sets.

### **Pets**

Animals are not allowed in any University housing facility, with the exception of fish and service or assistance Approved Animals (approved by Student Accessibility Services). Fish are permitted in containers with a maximum volume no greater than 10 gallons.

### **Family Housing**

Tufts University does not provide housing for married couples, spousal equivalents, or dependent children in student housing.

### **Emergency Contact Information**

All students must provide emergency contact information to Tufts University and are responsible for keeping this information current and accurate. If a student is under the age of 18, the institution will notify the parent or guardian when they are reported missing, in addition to the student's designee. The contact information provided by the student will only be accessible to authorized campus officials or disclosed as required by applicable law. Local law enforcement agencies will be notified of a missing student.

### **Exceptions to Any Provision of this License Agreement**

The Dean of Student Affairs (or designee) may alter or revoke this License Agreement and/or official administrative policies in the interests of order, health, safety, discipline, or for educational purposes. A student may request an exception to any provision of this License Agreement or may appeal any charge assessed by Residential Life & Learning. To request an exception, the student should submit a written petition explaining the nature of and reason(s) for the request to: Residential Life & Learning, Tufts University, 20 Professors Row; Medford, MA 02155

### **Notice of License Agreement**

I, the undersigned student, hereby apply to become a licensee in the Tufts University Residential Life & Learning system for the 2018-2019 academic year, under the terms and conditions described herein. I understand and agree that this License Agreement is a license to use the space assigned to me and is not a lease, and I do not have any rights as a lessee under a lease.

I (and the guarantor, if applicable) agree to pay in full all of the residence charges prior to the beginning of that term's registration. I agree to occupy the residence accommodations to which I may be assigned exclusively for my own use and not allow any portion of such residence accommodation to be used by any other person. I understand that I may not sublicense the space to which I have been assigned. Violation of this provision immediately terminates this License Agreement. I understand and agree that the University reserves the right to increase its residence rates for any term, including the right to assess increases in energy costs associated with the operation of its residence facilities. Such increases, if assessed, shall be applied to the residence charge in the form of a pro-rated adjustment. I (and the guarantor, if applicable) understand and agree that Tufts University, in its sole discretion, reserves the right to assign and reassign students in the Residential Life & Learning system or to revoke and terminate any License Agreement at any time. I (and the guarantor, if applicable) understand and agree that, in the event that I am reassigned to a residence with a higher/lower charge than that for the accommodation initially assigned, I will be assessed/credited a pro-rated portion of the difference between the charge initially payable and the charge payable after reassignment.

I (and the guarantor, if applicable) understand and agree that the University shall not be responsible for any delay and/or non-delivery of utilities or other services to the residence facilities or any nonperformance and/or losses, both personal and property, resulting directly or indirectly from natural causes; the enactment or issuance of any law, ordinance, regulation, ruling or order; lack of the usual means of transportation; fires; floods; explosions; strikes; or other accidents or other events or contingencies beyond the University's control.

I further agree to abide by the policies, procedures, rules, and regulations that may be established by Residential Life & Learning and by all other policies, rules, regulations, and codes formulated by the University, including, but with limitation to, all academic and social conduct rules and regulations. Violations of any of the terms of the License Agreement may result in disciplinary actions and/or revocation of the License Agreement and housing privileges.