

Framingham State University

Residence Hall License Agreement for the 2024-2025 Academic Year

Terms and Conditions

1. **TERM:** The term of this Residence Hall License Agreement is for the **entire academic year, both fall and spring semesters** and shall terminate on the day of the resident's last regularly scheduled final examination in the spring semester. This Agreement is non-transferable and does not include residency during Framingham State University's Thanksgiving, Winter and Spring Break vacation periods except as otherwise provided herein. The calendar in the [Framingham State University Guide to Residence Living](#) publication lists vacation dates when the residence halls are closed. Each resident will be held responsible for the complete payment of room and resident meal plan charges for the fall and spring semesters, or the pro-rated balance if the student is accepted as a resident after the start thereof, or except as otherwise provided herein.
2. **FINANCIAL OBLIGATION:** The fee schedule applicable to each resident is established by the Board of Trustees for the then current year of occupancy by the resident student. Once established, the fee schedule is available on the [Residence Life website](#). The resident will be allowed to take residence in a Framingham State University residence hall when all applicable financial obligations have been paid in full, or is otherwise approved and in good standing as determined by the Director of Student Accounts in consideration of financial aid, approved payment plans or other factors. Failure to pay obligations on the date indicated on the statement of charges may result in loss of residence hall space. Financial obligations include:
 - a. **Fall Semester Room and Meal Fee:** Half (1/2) of assigned academic year residence rate is payable upon receipt or posting of statement of charges from Framingham State. Enrollment in a Framingham State resident meal plan is required of all resident students.
 - b. **Spring Semester Room and Meal Fee:** Half (1/2) of assigned academic year residence rate is payable upon receipt or posting of statement of charges from Framingham State. Enrollment in a Framingham State resident meal plan is required of all resident students.
 - c. **Housing Reservation Deposit and Damage Deposit:** A Housing Reservation Deposit of \$150 is payable prior to submission of the Housing Application except as otherwise outlined in the On-Campus Housing Wait List procedures and/or Returning Student Room Selection Guidelines. *The housing reservation deposit is non-refundable and non-transferable, unless Framingham State is unable to provide housing or refuses occupancy.* If the student remains in housing for the full term of this Agreement the paid housing reservation deposit will be credited

to the student's account after the University's spring semester add/drop period has ended. In addition, a \$100.00 Damage Deposit will appear as a charge and must be paid prior to occupancy. The damage deposit will be credited to the student's account at the end of the spring semester after any room, floor and/or hall damage charges have been assessed.

- d. **Dates Payable:** Upon receipt of statement of charges from the University all payments must be paid in accordance with University procedures and as outlined by the Office of Student Accounts' *All About Tuition and Fees for the Day Division* publication. Payments are accepted online, in person at the Student Services Center, or by mail.
 - e. **Room Fee:** Room rate and meal plan fees (see paragraphs a. and b. above) are subject to change during the term of this Agreement upon approval of the Board of Trustees.
3. **ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE:** This Agreement becomes effective when signed by the student (and, if necessary, the student's parent/guardian). Signature may be completed electronically with submission of the housing application, or by hand, and received by Framingham State University. The signature of the student on the Residence Hall License Agreement signifies that the student has read the terms and conditions stated herein and agrees to abide and be bound by all terms and policies specified in this Agreement and each and every other policy or regulation issued by Framingham State regarding residential living.
 4. **OCCUPANCY:** Occupancy is defined by issuance of a key to the resident student for a specified room, or physical presence of the student in an assigned specified room, or physical presence of the student's personal possessions in an assigned specified room. Occupancy does not require actual physical presence by student and/or student's possessions if a key has been issued to the resident student for a specified room. Residents are expected to be registered as fulltime students prior to taking occupancy unless otherwise authorized by the Associate Dean of Students or designee.
 5. **HOUSING ASSIGNMENT REQUIREMENTS:** Residents are required to complete the housing application and sign the Residence Hall License Agreement to receive a housing assignment.
 6. **HEALTH RECORDS AND REQUIREMENTS:** All residents are required to have documentation on file with the Framingham State University Health Center that certifies immunization and meningococcal vaccine and in compliance with [state law](#). In addition, physical exam records and health insurance documentation is required. Documentation, as instructed by the Framingham State University Health Center, is expected to be uploaded to the [FSU patient portal](#) prior to the student taking occupancy. [Health insurance requirement](#) documentation can be submitted on the student's myFramingham account.
 7. **FAILURE TO PAY REQUIRED FEES:** In the event that any of the fees required herein remain overdue or unpaid Framingham State reserves the right to withhold the

resident's diploma for the academic year referred to in this Agreement; the remainder of the room deposit and damage deposit; and/or to deny the resident the ability to continue as a student; grant housing for any future semesters; and/or take any other actions related to unpaid obligations in accordance with University policies or procedures.

8. **MEAL PLAN:** All residents are required to be enrolled in one of Framingham State's resident meal plans. Meal plan changes must be made by the last day of the University's Add/Drop period. Resident meal plan dining is not available during the Thanksgiving, Winter and Spring vacation periods.
9. **REFUND ON ROOM AND MEAL PLAN CHARGES:**

Voluntary Withdrawal: Residents who voluntarily withdraw either from Framingham State University or from campus housing/residence halls will have room and board charges adjusted, if applicable, based on the information noted below. To withdraw from housing prior to taking occupancy the student must provide written notice to the Associate Dean of Students via email to residencelife@framingham.edu or complete withdrawal via the [myResLife housing application portal](#).

Housing Refunds:

- a. **Fall Semester Room Charges – Returning Student Cancellation Before Fall Term:**

- i. **Prior to July 1, 2024** a student who withdraws from either the University, or from residence halls/on-campus housing, will be removed from on-campus housing and have applicable charges removed less a \$150 housing reservation cancellation charge.
- ii. **Between July 1 and September 3, 2024**, a student who withdraws from either the University, or from residence halls/on-campus housing, will be removed from on-campus housing and have applicable charges removed, less a \$300 housing reservation cancellation charge.
- iii. **After September 3, 2024** there is no refund on room charges for a student who withdraws from residence halls/on-campus housing.

- b. **Fall Semester Room Charges – New Student Cancellation Before Fall Term Classes Begin:**

- i. **Prior to August 1, 2024**, an entering new student to FSU who withdraws from either the University, or from the residence halls/on-campus housing, will be removed from on-campus housing and have applicable fees cancelled less a \$150 housing reservation cancellation charge or forfeiture of the \$150 housing reservation deposit.
- ii. **Between August 1 and September 3, 2024**, an entering new student who withdraws from either the University, or from the residence halls/on-campus housing, will be removed from on-campus housing and have

applicable fees cancelled less a \$150 housing reservation cancellation charge and forfeiture of the \$150 housing reservation deposit.

- iii. **After September 3, 2024** there is no refund on room charges for a student who withdraws from residence halls/on-campus housing.

c. Spring Semester Room Charges:

- i. **Returning Spring Residents:** Fall semester resident students who withdraw from the residence halls/on-campus housing, but not from the University, remain responsible for spring semester housing charges.

- ii. **New Spring Residents:**

1. **Prior to January 1, 2025** a new resident entering housing for the spring term who withdraws from either the University, or the residence halls/on-campus housing, will be removed from on-campus housing and have applicable fees cancelled less a \$150 housing reservation cancellation charge or forfeiture of the \$150 housing reservation deposit. To withdraw from housing the student must provide written notice to the Associate Dean of Students via email to residencelife@framingham.edu or complete withdrawal via the [myResLife housing application portal](#).
2. **Between January 2 and January 20, 2025**, a new resident entering housing for the spring term who withdraws from either the University, or the residence halls/on-campus housing, will be removed from on-campus housing and have applicable fees cancelled less either a \$300 housing reservation cancellation charge less forfeited \$150 housing reservation deposit if applicable. To withdraw from housing the student must provide written notice to the Associate Dean of Students via email to residencelife@framingham.edu or complete withdrawal via the [myResLife housing application portal](#).
3. **After January 20, 2025** there is no refund on room charges for a student who withdraws from residence halls/on-campus housing.

d. Withdrawal or Leave of Absence from University During Fall or Spring Term:

The following refund schedule only applies to students who voluntarily withdraw or take a leave of absence from the University. This schedule is effective beginning the first day of classes of the term and charges are based upon the later of the following: (a) the date that the withdrawal or leave of absence from the University is filed; or (b) the date that all personal items are removed from student's assigned room and residence hall check-out has been confirmed as completed. Refunds are less the non-refundable \$150 housing reservation deposit.

- i. Fall 2024 Term Room and Meal Plan Charge Refund Percentage Schedule:
 - 1. Through September 18, 2024 - 80%
 - 2. September 19-25, 2024 - 60%
 - 3. September 26-October 2, 2024 - 40%
 - 4. After October 2, 2024 - 0%
- ii. Spring Term 2025 Room and Meal Plan Charge Refund Percentage Schedule:
 - 1. Through February 4, 2025 - 80%
 - 2. February 5-11, 2025 - 60%
 - 3. February 12-18, 2025 - 40%
 - 4. After February 18, 2025 - 0%

e. **Meal Plan Refund:**

In the event of student voluntary withdrawal or leave of absence meal plan refund is based on pro-rated adjustment based upon the later of the following: (a) the date that the official withdrawal or leave of absence from the University is in effect; or (b) the date that all personal items are removed from student's assigned room and residence hall check-out has been confirmed as completed.

Termination of Agreement/Involuntary Withdrawal:

Residents are not eligible for a refund of room or meal plan charges if required to leave the residence hall due to either Framingham State University imposed disciplinary sanctions, or, violation resulting in termination of this of the Agreement.

10. **DAMAGES:** The resident is responsible for the condition of resident's assigned room and should carefully document the condition of the room on the Room Inventory in the [myResLife Portal](#) when taking occupancy. At the end of occupancy Residence Life staff will inspect the room and hall for damages. Students will be responsible for lack of cleanliness, theft, replacement costs for loss of assigned Framingham State property, and cost of damages not attributed to normal wear and tear. In rooms with more than one occupant the charges will be divided equally among all occupants unless clear documentation exists proving that only specific individual(s) should be held accountable. Damage occurring in common areas and not attributable to specific persons will result in charges that are equally distributed among residence hall community members.
11. **VACATION PERIODS:** Residence halls are closed to residents, and residents are required to vacate during the Thanksgiving, Winter, and Spring Break vacation periods with the exception of a hall(s) designated to include these vacation periods or students allowed to opt into vacation housing in a designated vacation hall. These halls are noted in the [Framingham State University Guide to Residence Living](#) and/or *Room Selection Guidelines*. Students assigned to a hall designated for academic year vacation housing may remain in housing for the Thanksgiving, Winter, and Spring

Break vacation periods. Residents approved to remain in housing for a vacation period remain responsible for all terms and behavioral expectations outlined in this Residence Hall License Agreement. Additional charges apply for vacation period housing in any hall that is not fully open for the vacation period, but which offers an opt-in opportunity. Specific vacation dates and times are outlined in the [Framingham State University Guide to Residence Living](#).

12. **END OF OCCUPANCY:** At the end of the occupancy period, upon termination of this agreement, or upon notice from the Office of Residence Life the resident must vacate the space and follow proper check-out procedures as published in the [Guide to Residence Living](#). Failure to check-out properly will result in a \$25 charge for administrative costs. At the conclusion of their occupancy, residents are responsible for the removal of all personal property from their assigned room or unassigned common locations. Failure to remove personal belongings within 48 hours of the conclusion of the occupancy will result in a removal charge being assessed and the forfeiture of such property to be disposed of by the University at its discretion.
13. **BEHAVIOR:** All residents must abide by the terms and conditions of this Agreement, as well as Framingham State University policies outlined in the [Framingham State RAM Student Handbook](#); [Guide to Residence Living](#); and/or other official Framingham State University publications and notices. These policies include, but are not limited to: a. Alcohol Policy; b. Drug Policy; c. Weapons policies; d. Fire Safety Policies; d. Parking policies; e. Title IX Sexual Harassment Policy; f. Solicitations; and, g. Equal Opportunity, Diversity and Affirmative Action Plan. In addition, residents and their guests must abide by local, State and Federal laws and regulations as a condition of this Agreement. Behavior in violation of policies or regulations may result in the resident's dismissal from the residence halls and/or other sanctions in accordance with Framingham State administrative procedures and/or termination of this agreement.
14. **MEDICAL/PSYCHOLOGICAL SITUATIONS:** The Associate Dean of Students reserves the right to take any necessary and appropriate action to protect the safety and well-being of the residence hall community and its members. This right includes the right to terminate this Agreement in conjunction with a voluntary or involuntary leave of absence, and/or for sufficient medical or psychological reasons. Re-admission to housing is subject to the approval of the Associate Dean of Students.
15. **ENTRY TO RESIDENT ROOMS:** Authorized Framingham State personnel and/or FSU authorized vendors may enter resident rooms without notice for the following reasons: maintenance and housekeeping purposes; fire, health and safety inspections; inspection for damage; vacation closing inspections; end-of-semester package/mail delivery; to inspect facility conditions; to plan repairs or improvements; and, for emergency purposes. Framingham State also reserves the right to enter a resident's room if there is a reasonable cause to believe that a violation of Framingham State policies, rules or regulations is taking place.

- a. If there is some specific reason to suspect that a criminal offense has taken place or that evidence of such an offense may be secured in a room, Framingham State University personnel will enter the room only with the resident's permission or pursuant to a warrant.
 - b. If in the course of any entry made pursuant to this paragraph 15, illegal or restricted materials are found in plain view, they will be removed and the affected resident(s) will be notified of the confiscation and face possible disciplinary action.
- 16. **PERSONAL PROPERTY:** Residents are responsible for their personal belongings brought into the residence halls. Except as required by law, Framingham State does not assume responsibility for loss of, or damages to, personal articles by fire, theft or any other cause. The Office of Residence Life and Housing recommends that each student acquire insurance coverage for their personal belongings. At the conclusion of their occupancy, residents are responsible for the removal of all personal property from their assigned room or unassigned common locations. Framingham State University is not responsible for personal belongings left after occupancy ends. Failure to remove personal belongings within 48 hours of the conclusion of the occupancy will result in a removal charge being assessed and the forfeiture of such property to be disposed of by the University at its discretion.
- 17. **CLEANLINESS:** As a condition of residency, residents are responsible for the cleanliness of their rooms and must maintain reasonable sanitation and safety standards. Residents agree to remove trash from their assigned space regularly. Students are responsible for cleaning their rooms. If the University must clean the room, a cleaning charge will be assessed to the resident.
- 18. **ANIMALS:** For health and safety reasons, no animals or pets, with the exception of tropical fish or goldfish in a tank of 10 gallons or smaller, are permitted within the residence halls. Service dogs and assistance animals that assist residents with disabilities, and are approved in advance, by the Disability and Access Services Coordinator and Residence Life Office, are permitted in the residence halls and must remain in compliance with all University policies. The [Policy for Service and Assistance Animals](#) includes the application for service and assistance animals. The deadline for fall semester is May 1 for current residents and June 15th for new and incoming residents. For the spring semester the deadline is December 1st for both current and new or incoming residents.
- 19. **KEYS:** Keys will be issued at the beginning of occupancy and must be returned at the end of occupancy or upon termination of this Agreement. Residents must maintain possession of room keys at all times. No resident student is permitted to lend issued key(s) to another person. Failure to return a key will result in a lock change with the cost assessed to the student. Lost keys must be reported immediately to a residence hall staff member.

20. **RESIDENCE HALL GUESTS:** Resident guest privileges are extended to host guests and visitors in accordance with the Guest Policy as outlined in the [Guide to Residence Living](#). The host resident is responsible for the actions of resident's guest(s) and guest behavior will be imputed to the host resident.
21. **PARKING:** Resident students are not guaranteed parking privileges. All residents are bound by [Framingham State University parking regulations](#).
22. **REASSIGNMENT OF ROOM:** Framingham State reserves the right to reassign residents to another space or residence hall or assign another student to a vacant space in a room at any time during the occupancy for reasons deemed sufficient by the University. This Agreement will remain in effect and will apply to the resident's occupancy of that other space. A resident assigned to a multiple occupancy room with a vacancy may not occupy the vacant bed, dresser, desk or wardrobe which must be maintained for a new assigned occupant. Failure to maintain the vacancy for a new occupant may result in resident incurring housing premium charge for a double-as-single room or be relocated to another space or residence hall. Students who reside in areas designated for persons with disabilities may be relocated when it is assigned to someone who requires the space to accommodate a disability.
23. **USE OF ROOM DURING VACATION PERIODS:** Framingham State may, with prior notice to the resident, use a resident's assigned space during vacation periods. The resident agrees, upon reasonable notice, to remove personal belongings during any vacation periods when the University will use the room.
24. **RIGHT TO INCREASE OCCUPANCY:** Framingham State reserves the right to increase room occupancy as long as such increase conforms to prevailing occupancy and health standards. In the event Framingham State does increase room occupancy and the residents of increased occupancy areas do not have all the furniture provided under normal circumstances, the room fee will be reduced by 20%, beginning when the occupancy is increased and continuing until the room is no longer required to remain at increased occupancy.
25. **NON-DISCRIMINATION POLICY:** Framingham State does not unlawfully discriminate in admission or access to, or treatment or employment in, its educational programs and activities on the basis of race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status in housing or in the assignment of persons as roommates. The full Framingham State University [Notice of Non-Discrimination and Diversity](#) is published in the RAM Student Handbook.
26. **VIOLATIONS OF THE AGREEMENT:** Framingham State, in its sole discretion, will determine if you are in violation of this Agreement. Violations of this Agreement include, but are not limited to: 1) failure to make payment of required charges by announced deadlines; 2) a change in your student status, including academic or

disciplinary sanctions; 3) failure to attend classes; 4) failure to retain your student status; 5) failure to comply with Framingham State University policies or state or federal laws; or any violation of the terms and conditions of this Agreement.

27. TERMINATION OF AGREEMENT:

- a. Contract Termination by Framingham State University:** In the event of factors beyond its control, Framingham State reserves the right to alter or terminate this Agreement and a pro rata adjustment will be made in the event of such a termination. Framingham State, in its sole discretion, can also terminate this Agreement at any time if the resident is in violation of the Agreement.
- b. Contract Termination by the Resident:** The resident may request to terminate this Agreement and withdraw from housing by providing written notice to the Associate Dean of Students via email to residencelife@framingham.edu or by completing withdrawal via the [myResLife housing application portal](#). If the resident has occupied an assigned space, the resident must vacate the space and follow proper check-out procedures as published in the [Guide to Residence Living](#) before the Agreement will be terminated. Failure to check-out properly will result in a \$25 charge for resulting administrative costs. Residents who withdraw from the Residence Hall License Agreement, but not from the University, remain liable for room and board charges for the term of the Agreement, except as provided for in paragraph 9 of the Terms and Conditions of this Residence Hall License Agreement.

28. REMEDIES. If you are in violation of this Agreement and Framingham State elects not to terminate the Agreement, Framingham State can, without demand or notice (other than as provided in this paragraph), in addition to other remedies allowed by law: a. Terminate your right to occupy the premises, but not terminate the License Agreement or end your monetary obligation for the premises; and, b. Enforce terms and conditions outlined in the [Framingham State University Student Financial Responsibilities Agreement \(SFRA\)](#).

29. CUMULATIVE REMEDIES. The exercise of any remedy by Framingham State shall not be taken to exclude or waive the right to exercise any other right or remedy which Framingham State might have.

30. ADDENDA. Housing rules, policies, and/or regulations appearing in the most recent [RAM Student Handbook](#) and/or [Guide to Residence Living](#), or as revised and published from time to time by Framingham State are made a part of this Residence Hall License Agreement.

Framingham State University
Residence Hall License Agreement for Academic Year 2024-2025
(To be completed by students who are under 18 years of age and a parent/legal guardian)

Please acknowledge that you have read, understand, and agree to the terms and conditions of the 2024-2025 Residence Hall License Agreement:

Student ID Number: _____

Resident's Name (print): _____

Resident's

Signature: _____

Date: ____/____/____

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____

Date: ____/____/____

Return this document to the Office of Residence Life and Housing, Framingham State University, via one of the options listed below:

Email: Scan and email to residencelife@framingham.edu (*only accepted from FSU student email account*)

US Mail:

Office of Residence Life
Framingham State University
100 State Street; PO Box 9101
Framingham, MA 01701-9101

Fax: 508-626-4638