



Residence Agreement 2006-2007

Welcome to Cogswell College. The Housing Office, and the entire College, will endeavor to make your experience at Cogswell College as pleasant and productive as possible. In order to help accomplish this goal, this Residence Agreement is required to be signed and adhered to by each housing student. This document will detail the rights and responsibilities of all Cogswell students living in College provided housing.

The Residence Agreement must be signed by all students and turned in to the Housing Office prior to taking occupancy in Cogswell College housing.

Eligibility

Cogswell Student Housing is available to students coming from a distance greater than 75 miles, for one year only. It is intended to provide convenient housing close to campus while you get to know the area, find housing on your own, and meet potential roommates. The Office of Student Life provides resources to help you in all of those areas. Exceptions can be made on a case-by-case basis by writing a letter of appeal to the Dean of Student Life. Appeals must be received by the housing application deadline.

You must be a full-time student enrolled in a minimum of 12 units at Cogswell in order to be eligible to live in student housing for the Fall and Spring terms. You must be enrolled in at least 6 units if you would like to be eligible to live in student housing for the Summer term. Students must maintain at least a 2.0 grade point average to remain eligible for student housing.

Students deemed ineligible for student housing and denied housing privileges for violations of this agreement remain fully liable for the entire term of their agreements. Students must also pay any fees and costs incurred by the College in enforcing this agreement or resolving any dispute under it.

Housing Fees

Housing fees are \$3,000 per term for a double room within an apartment and \$3,750 for a single room within an apartment.

Housing fees are billed each term and are due at registration. Housing fees cover rent, furniture, electric (up to \$100 per month) water (up to \$30 per month) and high speed internet. You and your roommates are responsible for making arrangements for a telephone. A \$100 fee will be assessed for any late payments.

2006-2007 Housing Calendar

Fall 2006

Housing applications due	July 15, 2006
Summer move out	August 13, 2006, by 5:00 PM
Fall Move in day	August 23, 2005, after 12:00 noon

Spring 2006

Housing applications due	November 15, 2006
Stay/Go forms due	November 15, 2006
Fall move out	December 18, 2006, by 5:00 PM
Spring Move in day	January 10, 2007, after 12:00 noon

Summer 2006

Housing applications due	March 15, 2006
Stay/Go forms due	March 17, 2006
Spring move out	May 7, 2007, by 5:00 PM
Summer Move in day	May 19, 2007, after 12:00 noon

Occupancy

The Residence Agreement is for a space in student housing, not for a particular room or apartment. Cogswell reserves the right to reassign you to another room or apartment at any time during the term of this agreement. You may request to change apartments, but requests will only be granted as space allows. Changing apartments without the advance permission of the Housing Office is grounds for suspension of housing privileges.

Occupancy of your room shall be only by you and your assigned roommate(s) and by no other person(s). Any and all planned changes in occupancy must be reported to the Housing Office. You may not use your room in any manner (including solicitation, commercial purposes, or personal businesses) other than as your personal residence. To do so may also result in termination of your housing contract.

All apartments require shared occupancy, and by accepting an assignment, **you are expected to communicate with and to live cooperatively with your roommate(s), to be respectful of their lifestyle and to agree on use of shared space.**

If you occupy an apartment without authorization before your scheduled move-in date, or after your scheduled termination of occupancy date, you will be charged \$35 per day until the space is completely vacated.

If you fail to check in with the Housing Office by 5 p.m. on the first full day of occupancy of your contract period and you fail to give prior written notice of a late arrival, your housing assignment may be canceled and an administrative fee assessed.

Mandatory Termination by the College

The College may terminate this agreement and revoke your housing privileges at any time after giving you notice for any of the following reasons:

1. You have ceased to be eligible for student housing.
2. You have failed to register for courses at the College.
3. You have failed to pay any housing fees due to the College.
4. You have breached this agreement.

Termination of Occupancy by the Student

If you move out of student housing for any reason prior to the end of your contract agreement, you must notify the Housing Office prior to moving out. Once the term has started, the following refund schedule will be in effect for housing fees:

First week of class	100%
Second week of class	80%
Third week of class	60%
Fourth week of class	40%
Fifth week of class	20%

After the fifth week of class, you will be obligated for the full housing fees for the entire term.

Check in/Check out Policy

When moving into student housing each student is required to fill out the Apartment Condition Report (ACR) and review it with their RA. Any and all pre-existing conditions to the apartment must be noted at the time of check-in otherwise the student(s) will be held responsible. **If a student fails to complete an Apartment Condition Report, s/he may be held responsible for all damage, even those caused by a previous resident.**

When checking out of the apartment, even if it is to move to another room, you must complete the ACR and fill out a new one for the new apartment. Your RA must sign the completed ACR.

Housing students are expected to thoroughly clean their room and any College-provided appliances, return all furniture to its original place, and remove all personal belongings before they leave. The College will inspect a student's room before he/she turns in his/her keys, and will determine damages and cleaning costs.

At check-out, an RA will complete the ACR, note any damages, and collect your keys. Students who do not follow proper check-out procedures will be charged \$25. Students will also fill out a forwarding address card and provide it to their RA's when checking out.

Remaining/Returning to Student Housing

Half way into the Fall and Spring terms, housing students will be asked if they plan to stay in student housing through a Stay/Go Form. If the Housing Office does not receive a Stay/Go form back from you by the established deadline, it will be assumed that you are moving out of student housing and you will forfeit your place.

If you decide that you would like to remain in student housing after the deadline has passed, you will be housed only if space is available. If there are no spaces available, you will be placed on a waiting list and will be housed on a first-come, first-serve basis.

If between the Stay/Go deadline and the first day of classes for the upcoming term you decide that you would like to move out of student housing, you will be charged an administrative fee of \$100.

If you are moving from one apartment to another, you may stay in your current apartment until your new apartment is cleaned and ready for occupancy.

Cleaning and Housekeeping Policy

You and your roommates are responsible for cleaning your room, and apartment, and for keeping your residence in good order and condition throughout your residency in order to comply with health and safety codes and to minimize deterioration of the apartment, as well as to maintain a pleasant atmosphere for all residents.

When you or any of your roommates move out of your apartment, your apartment will be inspected and cleaned and all charges will be divided evenly between you and your roommates. If you believe certain people in the apartment should be responsible for more or less of these fees, please inform your RA or the Housing Office in writing **before the fees are accessed.**

When checking out, your apartment must be neat and clean (all of your personal items must be removed and surfaces cleaned) and all equipment and furniture in place and properly assembled. In addition to cleaning, you will be charged for any furniture which must be reassembled or replaced due to damage beyond normal wear and tear, **and for the removal and disposal of any personal items you abandon.** All damage and resulting fees, including cleaning, will be noted on your ACR by your RA.

Inspection Policy

The College reserves the right to enter a student's room between 10 a.m. and 10 p.m. for inspections and to make repairs and/or alterations or to conduct safety checks.

The College will not abuse its right of access or use it to harass a student. Except in emergencies or where it is impractical, the College will give housing students at least 24 hours notice of its intent to enter.

Interior/Exterior Modifications Policy

Residents are responsible for returning living units to their original condition prior to check-out and are not permitted to modify existing interior/exterior walls or disturb interior ceilings. Students will not make any repairs to the room. If a housing student wants repairs made, he/she must make a maintenance request. Students are not permitted to paint the walls.

If a student damages his/her room, door or other areas in student housing, either purposefully or through negligence, he/she will be responsible for the cost of the repair. Students are responsible for any damage in their room as indicated by the ACR. It is the student's

responsibility to negotiate damage responsibility with his/her roommate. If there is damage to the apartment and no one is found to be liable the cost of repair will be divided among the students in that apartment.

Moving and Storage Policy

All apartments are furnished. Closet/storage space must be shared in by room/apartment occupants. Cogswell College does not provide storage for any student furniture. Furniture is placed in each apartment at the beginning of the Fall term and removed from unused apartments at the end of the Spring term. We will not move or remove furniture between those times. See the Housing Office for local storage facilities.

Standards of Conduct

All housing students must abide by the college's Code of Student Conduct which can be found in the Student Handbook. In addition, housing students will face sanctions for the following:

1. Carry or possess firearms, ammunition, explosives (including fireworks), dangerous chemicals, martial arts weapons, air-powered guns and rifles or other dangerous weapons or replicas of any of the above-mentioned items.
2. Interfere with the security system, tamper with locks or elevators, or prop or unlock doors designated to be locked at all times.
3. Tamper with fire safety equipment. This includes pull stations, smoke detectors, sprinklers or fire extinguishers. Students must also evacuate the building in a reasonable and timely manner during the sounding of a fire alarm.
4. Walk out on, sit on, or otherwise use ledges, roofs, or other exterior areas of buildings which are not designed for student use.
5. Duplicate or alter apartment keys.
6. Remove any property from the apartment that does not belong to you.
7. Keep any pets.
8. Smoke in their apartments.

Noise Complaints

Being a Cogswell College housing student is different than that of the traditional campus housing. This is due to the fact that Cogswell students are housed in a community apartment complex with residents above, below, and next door that may not be Cogswell students. It is for this reason that we must take noise complaints very seriously. Noise complaints can result in Cogswell losing its rental privileges. Students in violation of quiet hours or who continually disrespect neighbors in regards to noise will face disciplinary action as outlined in the Code of Student Conduct. The following is the course of action that will be taken for noise complaints in Student Housing:

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| 1 st offense: | Judicial hearing with Dean & appropriate sanction |
| 2 nd offense: | Judicial hearing with Dean, housing probation, & \$50 fine per resident |
| 3 rd offense: | Judicial hearing with Dean, removal from housing with 7 days notice, & \$100 fine |

Guest Policy

You may have visitors, including an overnight guest, in your room as long as you occupy your room for the duration of their visit, they comply with College policies, **and you have the agreement of your roommates**. If you would like to have a guest stay for more than three days, you must obtain permission from the Housing Office.

Students will be responsible for the behavior of their guests and will face disciplinary action if a guest does not comply with the Code of Student Conduct

Pet Policy

Students may not keep pets of any kind in or around student housing. If you are found to have a pet, you will be charged a \$50 fine per day until it is removed. You will also be charged for any damages caused by the pet or any services required to remove the pet if abandoned by you.

Disciplinary Action

The Campus Judicial System applies to students living in College student housing. The Dean of Student Life may hear cases of alleged violation of the Code of Student Conduct or this agreement by any full- or part-time matriculated or non-matriculated students if the alleged violation occurred during a period of time when the student was enrolled or pre-registered for the next term.

Please refer to the Code of Student Conduct in the Cogswell Polytechnical College Student Handbook for judicial procedures and sanctions.

Questions and Comments

Questions and comments regarding the Residence Agreement or any aspect of campus housing should be directed to:

**Student Life
Cogswell College
1175 Bordeaux Drive
Sunnyvale, CA 94089-1299
(408) 541-0100 x154**

Please sign the Residence Agreement and return it to your RA prior to taking occupancy. If you are under 18 years old, you must have your parent or guardian sign below accompanying your signature.

I certify that I have read and understand the terms and conditions stated within the Cogswell College Residence Agreement.

Sign Name Date

Print Name Date

E-mail Address

Local Phone

Birth Date

Parent's/Guardian's Signiture Date