

Housing and Dining Agreement

This document, when signed electronically by you and accepted by the Massachusetts Institute of Technology (“MIT”) upon its assignment to you of a room, shall constitute the agreement between you and MIT pertaining to your residency in MIT housing during the 2017-2018 academic year (the “Agreement”). MIT agrees to provide you with the use of an on-campus space in a residential facility, on the terms and conditions set forth in this Agreement and further outlined in the MIT Residential Life and Dining Policies and on the MIT housing and campus dining websites, <http://studentlife.mit.edu/housing/housing-policies> and <http://studentlife.mit.edu/dining/residential-dining/meal-plans>, all of which are incorporated herein by reference and made a part of this Agreement.

As used in this Agreement, the terms “Residential Life and Dining Policies” or “RL&D Policies” shall refer to the Residential Life and Dining Policies 2017-2018 promulgated by MIT Residential Life & Dining, as such may be revised from time to time. In addition to this Agreement, all residents of MIT housing, and their guests, are required to comply with all applicable federal, state, and local laws, regulations, and ordinances.

MIT, in its discretion, may terminate this Agreement and your residency in MIT housing immediately in the event of any material or persistent failure to comply with this Agreement, the RL&D policies, any terms and conditions on the MIT housing and dining websites, any other MIT policies and procedures, or any applicable federal, state, or local law, regulation, or ordinance. If appropriate under the circumstances, MIT will make reasonable efforts to provide you with advance notice of termination for such failure to comply. Such failure to comply may make you ineligible to reapply for MIT housing in the future. Notwithstanding the foregoing, MIT reserves the right, in its sole discretion, to temporarily re-assign or remove you from MIT housing if it determines that you may pose a threat to the health, safety, or welfare of others, or in connection with the investigation of a crime or a serious violation of federal, state, or local laws or MIT policies or procedures, including, without limitation, those set forth in the Mind and Hand Book (<http://handbook.mit.edu/>). MIT reserves the right to revise and amend the RL&D Policies, the terms and conditions on the MIT housing and dining websites, and any other MIT policies and procedures, at any time.

In addition to, and notwithstanding anything contrary contained in the RL&D Policies, you agree that the following provisions shall apply to your residency in MIT housing:

Agreement Period

The term of your residency under this Agreement shall commence upon check-in and shall end on the check-out date established by MIT.

First-year residents may move into their rooms on the Saturday prior to the start of Orientation. Returning undergraduate residents may move into their rooms on the Saturday prior to the fall term Registration Day.

Occupancy ends at 12:00 pm on the Sunday following the last day of the scheduled spring term final examination period for all students except those graduating. Graduating students must move out by 12:00 pm on the day after Commencement.

Fall term occupancy ends on January 2nd. Students leaving school, or Institute housing, must vacate their rooms by this date.

First-Year Residency Requirement

First-year students are required to live in one of the undergraduate residence halls on campus; this excludes any fraternity, sorority, or independent living group house. The Housing Office may grant an exemption from this policy to a first-year student in special circumstances upon submission of a petition. Exemptions are considered for first-year students who wish to commute from their family's home, or who are married. Petitions for first-year students requesting to live off campus will be reviewed by the Executive Director for Student Life Administration and a Senior Associate Dean for Undergraduate Education.

Assignments

Assignments or reassignments to a residence hall, changes from one residence hall to another, or changes from an Institute residence hall to an off-campus address, are made and approved by the Housing Office.

Room assignments and room changes within an MIT undergraduate residence hall are the responsibility of the student government of that residence in consultation with the Head of House and House Manager. No assignment is final until approved by the Housing Office.

The Housing Office reserves the right to move students at its discretion in order to consolidate or fill vacancies [especially if crowding exists], to meet the demands upon facilities, to reconcile personal problems, to resolve conflicts and disciplinary issues, or for similar reasons. The Housing Office also reserves the right to make specific assignments in cases that it deems special or extraordinary, such as those involving medical or personal problems, etc. In such cases, guaranteeing the students' right of privacy and confidentiality may require direct assignments overriding House lotteries.

In some cases, students may be assigned to rooms above the designated capacity. Students in these temporary spaces will receive a rent reduction accordingly for the time that the room is at its overflow capacity.

Supplemental Housing Requests

Supplemental housing requests can be made to the Housing Office if a student has a housing need that cannot be addressed through the regular assignment process. This includes disability,

medical, religious, and personal requests. All requests are reviewed by the appropriate MIT department to best address the request.

Right of Entry

MIT recognizes that entry into your living space is a serious matter, and MIT endeavors to respect your privacy to the greatest extent possible. Because on-campus residence halls are MIT property, authorized MIT personnel have the legal right to enter MIT student housing under certain circumstances.

Although MIT will usually give reasonable advance notice prior to entry, the Housing Office, Area Director, House Manager, Heads of House, and their agents or contractors, as well as the MIT Police, shall have the right to enter MIT student housing at any time when it is determined there might be a risk to life, safety, health, or property, or as necessary to ensure compliance with applicable federal, state, and local laws, regulations, and ordinances, and without limitation, all applicable MIT Policies and Procedures (<http://web.mit.edu/policies/>) and Residential Life and Dining Policies (<http://studentlife.mit.edu/housing/housing-policies>). Entry without advance notice is also allowed for maintenance services requested by resident of the room, as outlined on the maintenance request form.

The Housing Office, Area Director, House Manager, or Heads of House reserve the right, with advance notice to the resident whenever reasonably possible, to inspect the condition of an MIT student housing unit generally and for fire and health hazards; to make repairs, installations, additions, or alterations to the MIT student housing unit or to the building; to remove placards, signs, fixtures, alterations, or additions to the premises; and to respond to any other conditions which are in violation of the standards outlined in this Housing and Dining Agreement.

Personal Property

MIT assumes no responsibility for loss or damage to personal property. This includes, but is not limited to, loss by fire, theft, unexplained disappearance, spoilage, water, or malfunction of electrical or mechanical systems. Residents are strongly encouraged to obtain insurance to cover personal property if the homeowner's insurance carried by a resident's parent/guardian does not cover their property.

MIT may remove, dispose of, or destroy, and will not be responsible for, any personal property not removed from student housing within 48 hours after the termination of the Graduate License Agreement or Housing and Dining Agreement, including, without limitation, early termination due to withdrawal, expulsion, or violation of MIT policies.

Meal Plan

A meal plan is required for all students residing in Maseeh Hall, Baker House, McCormick Hall, Next House, Simmons Hall, 405 Memorial (Pi Beta Phi) and Green Hall (Kappa Alpha Theta). Required participation levels for all meal plan holders are determined by residence location and number of terms completed as set forth in the House Dining Meal Plan Contract Terms and Conditions 2017-2018. No full or partial abatements will be granted for students. Students who

wish to cancel their meal plan due to relocation must do so through MIT Dining. Students moving out of MIT housing can cancel through their housing cancellation form.

Taking a Leave

Students take leave from MIT for several reasons. Most requests for leave are processed by Student Support Services (i.e., Voluntary Leave, Medical Leave) or are voted on by the Committee on Academic Performance (i.e., Required Leave).

Students who have taken leave and are not registered are required to vacate their on-campus housing assignment within 72 hours following official leave.

Housing is guaranteed to students who are returning to MIT from leave. The Housing Office coordinates with Student Support Services to determine the priority and necessity of housing for all students returning from leave.

Canceling Housing

A student who has renewed his/her housing for the following academic year and who wishes to cancel that assignment must notify the Housing Office by filling out the online cancellation form. This form must be filled out by **June 15** for cancellation of fall term housing, and **November 26** for spring term housing. A cancellation fee of \$250 may be charged for cancellations after these deadlines, in addition to any rent charges that have accrued. Rent for the semester will be prorated to the day that the student turns in his/her key(s) and checks out of his/her assignment. If you cancel your housing assignment, or withdraw from MIT, you must move out of your residence hall immediately following your cancellation/withdrawal.

Check-Out Procedures

Before a resident vacates a room or apartment, they must:

- clean it and return it to the condition it was delivered on the day they moved in (this includes replacing any furnishings removed at any time during the year)
- have the room or apartment inspected by the appropriate residence hall staff, if there is a concern about damage charges
- lock the door and return all keys to the front desk, or as directed

If a resident fails to complete any of these check-out procedures, they will be charged rent up to the day when all keys have been returned to the front desk. If keys are not returned, residents will be charged a \$150 lock replacement fee.

If a room requires additional cleaning, or has excessive damage, resident will be charged a fee no less than \$200.

Fees

Students who fail to comply with policies are subject to the following fee[s]:

- Missed Cancellation Form deadline (after June 15 for fall term; after December 1 for spring term): \$250
- Failure by upperclassman to take a confirmed room assignment by 4:00 pm on Registration Day: \$500 and loss of assignment unless otherwise arranged in conjunction with the Housing Office
- Unauthorized early return/late move out: \$595
- Cancellation of assignment after the start of the academic term: \$250 plus payment of pro-rated rental charge
- Failure to submit renewal Housing Agreement or Cancellation Form during renew/cancel period: \$250
- Late Summer Housing Cancellation Deadline: \$250

By completing my electronic signature below, I certify that I have read and understood the RL&D Policies and I accept and agree to abide by the terms and conditions of this Agreement.