**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 2016-2017 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://housing.mit.edu/about/policies and http://dining.mit.edu/meal-plans/mpenroll, 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 2016-2017 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 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 a Senior Associate Dean for Student Life and a Senior Associate Dean for Undergraduate Education.

**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 however, 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, Housemaster, 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://housing.mit.edu/about/residential_housing_and_dining_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 Housemaster 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.

**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 term number as set forth in the House Dining Meal Plan Contract Terms and Conditions 2016-2017. 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 leaving MIT can cancel through their housing cancellation form.

**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 27** 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.

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.