

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 2018-2019 academic year (the “Agreement”). MIT agrees to provide you with a license to use an on-campus space in a residential facility, on the terms and conditions set forth in this Agreement and further outlined in the MIT Housing and Residential Dining websites, <http://studentlife.mit.edu/housing> and <http://studentlife.mit.edu/dining/residential-dining>, all of which are incorporated herein by reference and made a part of this Agreement.

As used in this Agreement, the term “Housing Policies” shall refer to the MIT Housing Policies promulgated by MIT housing, as such may be revised from time to time. These Housing Policies can be found online at <http://studentlife.mit.edu/housing/housing-policies>. 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, and all MIT policies, including those set forth in MIT Policies and Procedures (<http://policies-procedures.mit.edu/>) and the MIT Mind and Hand Book (<http://handbook.mit.edu/>). Although this Agreement includes a description of certain Housing Policies below for ease of reference, you are expected to review and familiarize yourself with all of the Housing Policies.

MIT, in its sole discretion, may terminate this Agreement and/or temporarily or permanently remove you from housing or relocate you to another residence hall (i) in the event of any material or persistent failure to comply with this Agreement; the Housing Policies; any terms and conditions on the MIT Housing and Residential Dining websites; any other MIT policies and procedures, or any applicable federal, state, or local law, regulation, or ordinance; (ii) to ensure the health, safety, and wellbeing of you and/or the MIT community; or (iii) in connection with the review or investigation of a crime or serious violation of law or policy. If appropriate under the circumstances, MIT will make reasonable efforts to provide you with advance notice of such termination, removal, or relocation. In the event MIT is required to take such actions, it may make you ineligible to reapply for MIT housing in the future. MIT reserves the right to revise and amend the Housing Policies, the terms and conditions on the MIT Housing and Residential Dining websites, and any other MIT policies and procedures, at any time.

In addition to, and notwithstanding anything contrary contained in the Housing 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, in its sole discretion and on a case-by-case basis, may grant an exemption from this policy to a first-year student in special circumstances upon submission of a petition.

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 building or room assignment is final until approved by the Housing Office.

MIT or the Housing Office reserve the right to move students at their discretion in order to consolidate or fill vacancies, to meet the demands upon facilities, to address renovations, closure, or repurposing of residence halls, to reconcile personal problems, to address conflicts and disciplinary issues, to protect the health, safety, and wellbeing of residents or other community members, 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, protecting 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 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, with or without prior notice, to enter MIT student housing at any time when it is determined there might be a risk to life, safety, health, wellbeing, or property, or as necessary to ensure compliance with all applicable laws and policies as set forth above. 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.

Alterations and Additions

Before any alterations are made to a living space, the resident must meet with the House Manager or Area Director to discuss changes and alterations. Each house government develops its own guidelines for materials that may be displayed within the residence. In general, residents are not permitted to:

- alter or add to any part of the building structure or mechanical and electrical systems
- place, affix, hang, or extend any materials on any exterior surface of an MIT residence, including rooftops.

Exception: During undergraduate orientation (the period between August 15 and undergraduate registration day), communities are permitted to safely affix banners to their residence hall with the approval and assistance of the Area Director. All banners must be safely removed on or before undergraduate registration day.

Keys

Each resident is provided with a room/apartment/suite key(s) upon move in to the residence hall, which they are responsible for returning when they move out at the end of the academic year.

- Keys will only be issued to the student assigned to a specific room. MIT staff are not permitted to issue a key to a friend, family member, or designee. Students are prohibited from giving their keys to anyone else.
- Residents are prohibited from duplicating room, apartment, or house keys, or possessing a master key. Residents may be subject to severe disciplinary action for unauthorized use of keys.

For more information about the key policy, including lockout policies, please see <http://studentlife.mit.edu/housing/housing-policies/keys>

MIT ID Cards

MIT ID cards are required to gain access to all MIT residence halls. MIT ID cards are also used to access house dining halls, can be used for Dining Dollars and TECHCash, and in some cases serve as a student's subway and bus pass.

Students are prohibited from giving their MIT ID card to anyone else.

Students who lose their MIT ID card, or have it stolen, should follow the procedures for card deactivation on the [MIT Card Services](#) website. They should also report to the card office (E17-106) to obtain a replacement.

Guests

A guest is someone (MIT or non-MIT affiliated) who does not live in the residence hall they are visiting. Residents are permitted to have guests in their residence, including the common areas of the residence hall, under the following conditions:

All Guests

- Guests are required to present a valid MIT, school or government-issued photo ID at the front desk of any MIT residence hall.
- Residents are prohibited from giving guests their room/apartment keys or MIT ID card at any time.
- Residents and guests in undergraduate residence halls are required to follow the guest policies and procedures for the specific residence hall they wish to visit. Individual guest policies and procedures for each undergraduate community can be found on in the [Policies and Procedures section](#) of this website, listed by house name.
- Residents are responsible for the conduct of their guests at all times.

Overnight Guests

- Residents may not have overnight guests for more than three nights in a seven-day period. Some residence halls may have an overnight guest policy that may be more restrictive. It is the resident's obligation to check with the House Team (Heads of House, House Manager or Area Director) to determine if specific policies exist, and to abide by all applicable policies.
- Residents must obtain, in advance, the permission of all students of the room/suite in which the overnight guest is visiting or staying. Consideration should be given to the rights and reasonable expectations of a roommate(s) at all times.
- Sleeping overnight in the public common areas of a residence hall (e.g., lounges) is prohibited.

Commercial Use

Residents are prohibited by law from conducting a business operation or other commercial activity from within any MIT residence hall. Residents are also prohibited from using an MIT mailbox, telephone, or Internet service for commercial purposes.

Smoking

A City of Cambridge ordinance establishes the following requirements for MIT residence halls:

Smoking is prohibited in all areas of MIT residence halls, including student rooms, hallways and lounges, except as noted below. This prohibition includes the use of electronic cigarettes and other nicotine products or delivery devices.

Smoking is permitted in student rooms of two floors in East Campus, if all of the students are smokers and request in writing that smoking be permitted in their rooms.

In rooms where each resident has agreed that smoking will be permitted, a smoking agreement form must be filled out by each individual in that room.

Anyone who violates this policy will be subject to disciplinary actions under the procedures applicable to him or her as a student at MIT.

Weapons and Dangerous Objects

MIT prohibits in any building, space, or grounds used for Institute purposes, including in any residence hall or FSILG, or in any motor vehicle on property or vehicles used for Institute purposes, all weapons and other objects that can be used to cause physical harm, that can be used to threaten physical harm, or that, by their appearance, could reasonably be perceived as weapons or objects that could be used to cause physical harm (e.g., replica firearms).

Illustrative examples of prohibited objects include but are not limited to:

- shotguns, rifles, pistols, revolvers, and other firearms (including ammunition)
- hunting knives, switchblades, swords, and other dangerous blades
- air rifles/pistols, air-soft rifles/pistols, and b.b. guns (including ammunition)
- bows, crossbows, and arrows
- tasers, martial arts-type weapons, mace or pepper spray, and explosive or flammable materials (including recreational fireworks)

To read the Institute's full policy on weapons and dangerous objects, please see the [Mind and Hand Book](#). Questions concerning whether a particular object is covered by this policy, or cases for exception, may be submitted to the Chief of MIT Police or his or her designee, whose determination shall be final.

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 this 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, and 405 Memorial (Pi Beta Phi). 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 2018-2019. 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., Personal Leave, Medical Leave) or are voted on by the Committee on Academic Performance (i.e., Required Academic 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 25** 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 but is not limited to replacing any furnishings removed at any time during the year, or returning any unauthorized painting of walls, ceilings, or modifications to your room to their previous condition)
- 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 \$25.

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
- Lock replacement fee: \$150
- Excessive damage and cleaning fees: no less than \$200 up to the amount to return a room to its check in condition

Excessive damage can include but is not limited to: replacing doors, painting/repairing of walls, replacement of broken furniture, removal of personal items left behind.

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.