Lyme Academy College of Fine Arts
Housing License Agreement Academic Year 2016-17

The Housing License Agreement should be filled out online and electronically signed at:
http://forms.newhaven.edu/view.php?id=157725

By signing the 2016-17 Housing Agreement “I agree” in connection with the Lyme Academy College of Fine Arts (the “College”) process for student housing and in consideration of the housing to be provided under this Student Housing Agreement (this “Agreement”), I acknowledge, covenant, and agree to each of the terms and conditions set forth in this Agreement. The following are College requirements, regulations, and/or guidelines, housing policies, and state laws, which must be adhered to by all resident students. I understand and agree that the housing provided pursuant to this Agreement is only for the 2016-2017 academic year (the “Housing Period”) and that the space within which my housing will be located will be assigned by the College as part of the check-in process administered by the College’s Student Services Office (as the same may be modified or re-assigned by the College from time to time, the “Premises”). In connection with the housing provided hereunder, I agree to make payments to the College in the amount and form determined from time to time by the College’s Board of Governors (collectively, “Room Fees”).

Additional Terms - the following are college regulations and guidelines, apartment policies and state laws, which must be adhered to by all resident students.

Not Permitted
Pets (fish are permitted) • Firearm, replica guns, high-powered water guns, knives, fireworks, BB and pellet guns, wrist rockets, sling shots, and laser pointers or any item deemed by the college to be capable of causing damage to person or property • Air conditioners, space heaters, open coil cooking units and multiple outlet plugs designed to alter electrical capacity • Candles, charcoal and gas grills and combustibles • Kegs and empty kegs • Drugs and drug paraphernalia • Alcoholic beverages if you are under the legal drinking age of 21 • Waterbeds • Cinderblocks • Halogen lamps • Light fixtures with 4 or more bulbs with plastic shades. Additional policies can be found in the Student Handbook.

Damage – Students are responsible for any damage to, misuse of or theft of college property in their room/apartment and are required to pay replacement costs or repair charges for damages that occur to the room/apartment and its contents. Damage to common areas of the apartment will be prorated among the residents.

Entry to Residential Rooms – Authorized college personnel may enter student rooms/apartments if there is a reasonable cause to believe that a violation of college rules or regulations is taking place, for the purpose of inspection, for the establishment of order, for repairs or maintenance, for health and safety checks and to ensure that residents are in compliance with the terms of the housing license agreement. To the extent possible, students will be given reasonable notice. Duly authorized law enforcement authorities following appropriate legal procedures are entitled to enter and search apartment rooms and resident’s belongings. If prohibited items are found in a student room/apartment, they may be confiscated by College personnel and disciplinary action may follow.

Interim Apartment Suspension – Students suspended temporarily from the apartment pending a disciplinary hearing will not be entitled to a reimbursement of their housing fees for the period of interim suspension.

Loss – The College shall not be liable for any damage to or loss of personal property in the rooms, apartments, or common areas belonging to the student or any other person.

Payment – Payment in full is required prior to the beginning of each semester. No reduction in charges is made for temporary absence from the apartment, temporary assignment to another room or apartment during renovations nor is any refund made if a student is suspended or dismissed, or leaves the apartment for any reason during the academic year.

Release of Information – The Student Services Office reserves the right to contact designated individuals listed on the Information Card on file in an emergency or to release the names and addresses of roommates to students assigned to a room/apartment.

Room furnishings – Students rooms/apartments are furnished by the college with a bed, mattress, dresser, desk & chair, couch, chair, coffee table and kitchen table & chairs. The student is not permitted to remove any furniture, equipment, or property belonging to the college. Property of the college may not be moved into student rooms nor removed from the apartment.

Room Occupancy – The College reserves the right to assign students to any vacant apartment space and to increase the number of occupants in any room/apartment. No change in room occupancy by the student shall be made without the consent of the Student Services Office. This room occupancy agreement shall constitute a license and shall not be deemed to constitute a lease or to create or transfer an interest in or a lien on real estate.

The college agrees to furnish to the student a housing space in accordance with the terms of this contract. The parties to this contract do not intend that an estate, a tenancy, or any other interest in property should pass from the college to the student, nor is it intended that a usufruct be granted to the student. Instead, it is the intention of the parties and the relationship between the
The Lyme Academy College of Fine Arts does not guarantee students 4 years of on-campus housing.

In the sole discretion of the college, upon any violation of this license agreement, college housing policies, college regulations, or other applicable law, or if, in the college’s sole discretion, the health, safety or general well being of the resident or others is threatened in any way, the resident may be provided with the opportunity to remedy the violation, may be immediately evicted and/or may be referred for disciplinary action. In the event that a resident is provided the opportunity to remedy the violation and fails to do so to the college’s satisfaction and within a reasonable time period, the resident may be immediately evicted and/or referred for disciplinary action.

This agreement may not be assigned or transferred. Only full-time students officially enrolled at the College may occupy an apartment space. The student shall occupy the assigned space solely as living and study quarters for the student and not as a center for any commercial activity or commercially related function. The room/apartment will not be available for occupancy prior to the term of the occupancy indicated. Occupancy is the academic year only and students must vacate their room/apartment no later than 24 hours after their last exam or by the specified closing time. When a student withdraws during the academic year he/she shall vacate the room within 48 hours after the day of withdrawal. If personal belongings remain in the room after the 48-hour period, the College will dispose of all belongings.

If during the term of the occupancy an agreement is terminated with respect to a resident, the remaining student(s) shall accept a roommate(s) as assigned by the College.

Student Responsibility – The student is responsible for the terms of this contract, the policies as outlined in the Student Handbook and all other college publications. Students who do not comply with College rules and regulations will be subject to disciplinary action and may be required to move off campus. The College reserves the right to make modification in fees, accommodations, facilities, policies and regulations, as it deems necessary.

Termination of Agreement – The College may terminate this agreement for failure to pay fees or violation of College regulations.

Vacations – All College-operated housing facilities will be closed during College designated vacation/holiday periods (ex. Thanksgiving, winter and spring Breaks)

Risk of Loss and Insurance - The student (i) hereby assumes all risk of loss with respect to his or her property located in or about the Premises and (ii) acknowledges and agrees that he or she is solely responsible to determine and carry the insurance necessary to adequately protect his/her belongings.

Utilities – As part of the Room Fees, the College shall endeavor to cause utility service providers to furnish and provide basic utilities to College-operated student housing, to include electricity, water, sewer, heat, internet and basic cable television service, provided, however, (i) under no circumstance will the College be obligated to abate the Room Fees, or otherwise be liable or responsible for, any interruption or suspension in such services and (ii) subject to applicable law, the College reserves the right to terminate or change the nature and extent of the utilities provided to College-operated student housing.

Indemnification - I will indemnify, defend and hold harmless the College and its officers, directors, trustees and employees, in both their individual and official capacities, from and against any and all claims, losses, expenses, fees, fines, penalties, suits, damages, liabilities and costs of each and every nature whatsoever (including attorneys’ fees and costs of defense) relating to or arising out of the my occupancy of the Premises and/or breach of this Agreement.

Withdrawal/Refund Policy –The housing license agreement is binding for the 2016-2017 academic year. Students who cancel their license for the spring semester and remain enrolled in the spring semester will be billed for the spring semester housing fees. Housing fees are non-refundable.

Opportunities for student housing are available to all students without regard to race, age, creed, religion, color, sex, national origin or disability.