

# Fort Scott Community College Dorm Contract 2011-2012

<b>For Office Use Only</b>
Deposit Required: \$100
Date Paid _____

Social Security No. \_\_\_\_\_

Name of Applicant \_\_\_\_\_ Male  Female

Street \_\_\_\_\_ Fresh.  Soph.

City/State/Zip \_\_\_\_\_

Student Phone # \_\_\_\_\_ Sport \_\_\_\_\_

This contract is for a dorm room and food service and is **binding for the entire 2011-2012 school year**, beginning August 22, 2011, and ending May 18, 2012. The signer is financially obligated for the total amount as outlined below. The signed contract, medical form and dorm deposit must be received before a room will be assigned. The contract is for 19 meals per week - three meals daily Monday through Friday and two meals on Saturday and Sunday. No meals are served when the campus is closed.

<b>Dorm Selection</b>	
<input type="checkbox"/> <b>Boileau Hall</b> — Women, Baseball and others if space is available	\$2,650/Semester
<input type="checkbox"/> <b>Greyhound Hall</b> — Football, Men's Basketball	\$2,300/Semester
<b>Payment Plans*</b> — Please check which payment plan you wish to participate in.	
<input type="checkbox"/> Full payment — Semester payment due in full on or before <b>August 22</b> and <b>January 16</b> Boileau Hall - \$2,650      Greyhound Hall - \$2,300	
<input type="checkbox"/> Automatic Payment Plan — Make payment arrangements online at <a href="http://www.fortscott.edu">www.fortscott.edu</a> or call (800) 609-8056. <b>The earlier payment arrangements are made, the smaller the payments.</b> See Automatic Payment Plan brochure for specific deadlines on available plans.	
* Failure to meet the above payment obligations may result in meal services being interrupted and removal from the dorm. Rates are based on double occupancy.	

The undersigned student agrees to accept the terms of this contract (as described on page 2) and to abide by all the rules, regulations and procedures as stated in the Fort Scott Community College Dorm Handbook. The student acknowledges and agrees that the present existing rules may be changed. Changes become effective on the date posted. They shall be posted on the bulletin board and copies distributed to all dormitory residents.

This agreement is the personal obligation of the student and shall become legally binding upon the signing date.

Today's Date \_\_\_\_\_ Student's Birthdate \_\_\_\_\_

Student's Signature \_\_\_\_\_ Parent/Guardian's Signature (unless over 17) \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Student's Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

**Mail contract and payment to:**  
**Fort Scott Community College, ATTN: Dorm Director, 2108 S. Horton, Fort Scott, KS 66701.**

Dean/Cashier \_\_\_\_\_ Date \_\_\_\_\_

**Important: This is a legally binding document. Please read page 2 before signing.**

# TERMS AND CONDITIONS OF THE CONTRACT

## 1. PARTIES AND AGREEMENTS

This contract is an agreement between Fort Scott Community College hereinafter referred to as "The College," and the student. If the student is under 18 years of age at the time of signing this contract, this contract is also an agreement between the College and his/her parents, guardian, or other guarantor. The parties to this contract in consideration of the mutual covenants and regulations set out herein agree as follows:

- A. The College agrees to furnish a dorm room and food service to the student in accordance with the terms of this contract.
- B. The student (if the student is under 18 years of age, the parent, guardian, or other guarantor) agrees to pay the College a dorm room and food service fee in accordance with the terms of this contract. The student also agrees to pay such fees and charges as required by the terms of this contract.
- C. The College reserves the right to refuse to accept a Dorm Contract, in situations where appropriate, supporting circumstances exist.

## 2. ELIGIBILITY REQUIREMENTS

All full time students are eligible to reside in a dorm. Full time student is defined as those students enrolled in twelve hours or more and paying full tuition and fees. All eligible students must maintain a cumulative grade point average (CGPA) of at least 1.75 for their first semester at FSCC and a CGPA of at least 2.00 for each subsequent semester at FSCC. Exceptions will be handled on an individual basis.

## 3. DEPOSITS

A dorm deposit of \$100 must be returned with the signed Dorm contract and signed medical information form to reserve a dorm room. The College has the right to withhold some or all of the deposit as compensation for damage beyond normal wear and tear to the rooms, hallways, cafeteria or TV lounge. Each student is jointly and severally liable with his/her roommate for any damages to his/her room. Each student is jointly and severally liable with all other occupants for any damage to the common-use areas in the dorm. If a student elects to cancel this contract, he/she will be subject to appropriate cancellation fees as outlined in this contract under the CANCELLATION OF CONTRACT terms. Lost or stolen room keys must be reported to the Dorm director or designated representative so that a new lock can be installed. The student will be assessed a \$50 replacement fee for a new lock. There will be a charge of \$15 for each replacement access card and a \$5 charge for each replacement mailbox key.

## 4. PAYMENT, LATE FEES, STATEMENTS

- A. Payments are to be paid to the College for a dorm room and food service and also for properly billed charges in accordance with the rate and payment schedule specified in this contract. Payments under the Full Payment Plan are due on or before August 22, 2011 for the Fall 2011 semester and on or before January 16, 2012 for the Spring 2012 semester. Payments under the Automatic Payment Plan are assessed on the 5th of each month in accordance with the Automatic Payment Plan Contract initiated and signed by the student.
- B. If charges remain unpaid, meal service may be interrupted, and procedures to evict the student from the dorm will be initiated. Students evicted for non-payment are subject to the Termination by College fees as described in this contract.
- C. Students can access their account balances electronically through their individual GIZMO account on the FSCC Website. It is the student's responsibility to check his/her account balance regularly. This is the only account information that a student will receive from the College.
- D. Any student who is permitted and/or authorized to occupy the Dorm outside the dates of this contract (i.e., early arrival, interim, etc.) is subject to and responsible for all additional charges associated with that occupancy.

## 5. FINANCIAL AID/SCHOLARSHIPS

Per federal regulations, all financial aid and scholarship recipients must apply the remaining portion of their award, after tuition, to their Dorm Contract (regardless of payment plan chosen). The application of financial aid and scholarship awards supersedes the selected payment plan. Any balance due after financial aid and scholarships are applied must be paid according to the selected payment plan.

## 6. OCCUPANCY PROVISIONS

Dorm accommodations are rented to the student for the specific purpose of personal residence and may not be sublet or used by residents or outside agencies for any commercial purposes. This contract is not transferable.

## 7. ASSIGNMENTS

- A. AUTHORITY. The College reserves the right to make room assignments.
- B. CONSOLIDATION. The College reserves the right to consolidate occupants of rooms to any other space within the Dorm system. Students who fail to consolidate are subject to possible disciplinary action and/or additional charges.

## 8. VACATING

- A. POLICY. Upon termination of this contract for any reason, the student must vacate the dorm no later than the deadline set by the Dorm Director or designated representative.
- B. PROCEDURES. The student must follow checkout procedures outlined in the Dorm Handbook. Students who do not properly checkout will be assessed a \$50.00 administrative fee and any other fees resulting from the failure to follow checkout procedures.

## 9. LIABILITY

- A. PROPERTY. The College will not be liable for theft, loss or damage to property of the student, including loss from fire, flood, wind, or acts of God. The College

will not be liable for property left in the building after the student vacates (or is expected to vacate). The College reserves the right to dispose of such property through any manner it deems appropriate. Students are encouraged to carry renter's insurance.

- B. PERSONAL INJURY. Students are encouraged to carry medical insurance. The College will not be liable for injuries or deaths which occur within its buildings or grounds.

## 10. RIGHT OF ENTRY

The College reserves the right for College personnel to enter the student's room for any purpose connected with the overall administration of the College. The right of entry is discussed in detail in the Dorm Handbook under Search of Students Rooms.

## 11. CANCELLATION OF CONTRACT

- A. Students may cancel their contract at any time subject to appropriate cancellation fees (outlined as follows).

### Notification Date

08/22/11 to 05/18/12 \$ Prorate for time occupied plus 25% of remaining contract

All notification regarding cancellation must be in writing and made directly to the Dorm director or designated representative. Prior to check-in, notification date will be determined by postmark or by date of delivery to the Dorm Director or designated representative. All cancellations must be approved by the Dorm Director or designated representative after check-in. After check-in, the official cancellation date will be determined when all of the following are completed; signed cancellation request is submitted to the Dorm Director or designated representative and is approved, proper checkout with dorm staff, personal items removed, and all keys and access cards returned. This date serves as the ending date for prorate and other properly billed charges.

- B. Cancellation fees may be waived for a student who

- 1) Graduates from FSCC
- 2) Marries (copy of marriage license required)
- 3) Is a varsity athlete and is "placed" by his/her head coach into a varsity athletic program at a four-year school
- 4) Suffers a catastrophic loss resulting from events beyond the control of the student (approval of the Dean of Student Services is required for this criteria)

Final approval from the Dorm Director or designated representative will be required before these fees may be waived. Other fees associated with cancellation of contract and other properly billed charges will apply.

## 12. TERMINATION BY COLLEGE fees will apply.

- A. The College may terminate this contract if the student fails to fulfill financial obligations specified in this contract or if the student violates any of the terms of this contract or published College or Dorm policy. In such cases, the student will be charged a cancellation fee of prorate for the time occupied plus 25% of the remainder of contract price.
- B. The College may terminate this contract if the student is charged or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents. In such cases, the student will be charged a cancellation fee of prorate for the time occupied plus 25% of the remainder of contract price.
- C. The College may terminate this contract if the room or dorm should become uninhabitable because of damage or destruction by fire or other casualty or if the student loses status as an enrolled student for any reason. In such case, the resident will be charged room and board fees for the time occupied in residence and cancellation fees (if applicable).

## 13. SERVICES BY COLLEGE

The College agrees to provide utilities at no additional cost to the student. The student agrees to use the utilities in a conservative, economic, and efficient manner. Unpredictable weather patterns relative to atmospheric temperature may result in times where interior temperatures are less than optimal while procedures to commence heating and/or cooling are implemented. The College will not be liable for any delay or interruption in services (including heating or air-conditioning, cable TV, etc.) resulting from causes beyond its control, and such interruptions will not relieve the student from the obligation of this contract.

## 14. CONTRACT ENFORCEMENT

- A. WAIVE. The failure of the College to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a relinquishment of the right to do so nor will it affect any other contract obligation or responsibility.
- B. VALIDITY. If any section or subsection of this contract becomes invalid, this will not affect the validity of the remainder of this contract.

## 15. RULES AND REGULATIONS

Upon signature of the contract, the student agrees to abide by all College and College Dorm rules, regulations, and policies, including those contained in regards to the Dorm Handbook. These rules, regulations, and policies, along with any reasonable alterations, communicated, in writing, to residents, will be considered a part of this contract with the same force and effect as though written herein.