



## **Mitchell College**

### **2025-2026 Student Housing Agreement**

This Housing Agreement (“Agreement”) is entered into between Mitchell College, New London, Connecticut (“College”) and the student (“Resident”) who signs it, as well as the Resident’s parent or legal guardian if a Resident is under the age of 18 or is 18 years or older and has been assigned a legal guardian, pursuant to the terms and conditions described in this Agreement.

#### **Section I: General Terms & Conditions**

This Agreement is a license to use College housing. The Agreement does not give the Resident rights to their assigned room, suite and/or apartment (“Housing Unit”). The Agreement is a privilege to use the assigned Housing Unit, and it can be revoked. A Resident cannot loan, lease, transfer, and/or sublet this Agreement to any person not assigned to the Housing Unit. The resident may only utilize an assigned Housing Unit as a personal living space. The Resident shall not use the Housing Unit for any commercial and/or unlawful purposes. The Resident agrees to pay all Fees and Charges, as outlined in Section IV. The Resident must have a residential meal plan. The College will notify Residents of any changes to the Agreement by email. If there are any inconsistencies between the Agreement and other documents, the terms of the Agreement shall control. Residents are wholly responsible for their Housing Unit, including the behavior of any person in the Housing Unit. If a Resident fails to comply with the terms of the Agreement, the College may terminate the Agreement and remove the Resident from on-campus housing. The College may also utilize the conduct process, with sanctions up to and including expulsion. The Resident can only terminate this Agreement according to the terms and conditions listed in the Housing Cancellation Policy (Section 5).

The Resident may view their completed Agreement in the College’s on-line housing program, Residence.

#### **Section II: Occupancy Information & Dates**

The Agreement is effective the date the Resident signs the Agreement and submits a housing application. The Agreement is for the entire Academic Year, or the portion of the academic year remaining if a Resident submits a housing application after the start of the fall semester. Information regarding the occupancy period, including move-in and move-out dates, are listed on the College’s [Academic Calendar](#). Students requesting to arrive before these dates, stay after these dates, and/or stay during a break period must request prior approval from Residence Life, and are subject to additional fees and charges.

The College’s residence halls are exclusively intended to be occupied by full-time, registered College students. A resident must be sixteen (16) years of age on or before the first day of the occupancy period,

or approved move-in date, whichever comes first. A resident must be enrolled in at least twelve (12) credit hours per semester to live in College housing. Any request for an exception to these requirements must be approved by the Assistant Dean for Student Life/Director of Residence Life, or designee ("Director").

The Resident will be issued a key to their Housing Unit and card access to their residence hall at move-in. The Resident must return the key to their Housing Unit and card access will be removed at move out. Students withdrawing from the College must return their ID card with their key.

The Resident must vacate and check-out of their Housing Unit no more than twenty-four (24) hours after their last exam, or 5 p.m. on the last day of finals, whichever comes first. Residents who are released from their Agreement prior to the end of the spring semester or request and are approved to stay after this date must move-out by the deadline specified by Residence Life. A Resident is responsible for removing all belongings when vacating a Housing Unit or the Housing Agreement ends, whichever comes first. Any items that are not College property will be considered abandoned property and/or trash; the Resident(s) assigned to the Housing Unit, floor, area, and/or building will be billed the cost to remove abandoned property, clean the Housing Unit, and/or return the Housing Unit to its original condition.

#### Guests and Visitors

Residents may have guests and/or visitors in their Housing Unit, when permitted, as long as they abide by the College's Guest and Visitor Policy.

#### Furniture

The Resident is responsible for all furniture in their Housing Unit, and it cannot be removed from the Housing Unit. This includes double-occupancy Housing Units that are only occupied by one Resident.

#### Health and Safety Inspections

Residents must keep their Housing Unit clean and safe. The College will conduct regular health and safety inspections of Housing Units to ensure compliance with safety regulations, cleanliness standards, and fire codes.

#### Room Alterations

The Resident is not permitted to paint or make any changes to the design of the Housing Unit.

#### Room Condition Reports (RCRs)

The Resident is required to complete a Room Condition Report (RCR) when they move-in to their Housing Unit. RCRs can be found in the College's on-line housing program, Residence. RCRs should be thoroughly reviewed at move-in to ensure they accurately reflect the condition of the Housing Unit. The Resident assumes financial responsibility for any new damages, other than normal wear and tear, sustained to the room and/or its contents that are not reflected on the RCR at move-in.

#### Room Entry

The College may enter Housing Units to inspect rooms, complete repairs and/or improvements, ensure compliance with policies and procedures, and to ensure the health and safety of students.

#### Renter's Insurance

The College has no responsibility for the theft, loss, and/or destruction of property belonging to and/or in the Housing Unit. Residents are strongly advised to purchase Renter's Insurance to protect personal property from unforeseen circumstances.

### **Section III: Assignment Information**

The College agrees to provide students who complete an Agreement with a Housing Unit. The College will make a reasonable effort to assign Residents a Housing Unit in their preferred residence hall; however, this Agreement does not guarantee a specific assignment and/or roommate(s).

Housing assignments are made on a first-come, first-served basis, based on procedures established by the College which prioritize students who complete a housing application by the deadline. Residence Life reserves the right to reassign a Resident to an alternate Housing Unit at any time during the term of the Agreement as well as place them in overflow accommodations, as needed. Students completing an Agreement should keep in mind the College is a smoke-free campus.

Housing assignments are made according to the policies and procedures outlined on the College website and/or any documentation provided by the College. New and/or incoming students may request a roommate but will be assigned a Housing Unit by Residence Life staff members. Residence halls designated for first-year students are substance-free. First-Year Residents must also have the Plan A meal plan (19 meals/week) for the entire term of the Agreement.

Returning students, including Thames to Mitchell students, must submit a housing application by the deadline to participate in Housing Selection. Returning/Thames to Mitchell students may request a roommate and/or suitemate(s), as well as select a Housing Unit during housing selection.

Returning/Thames to Mitchell students who complete a housing application but do not select a Housing Unit during housing selection will be assigned a Housing Unit at the conclusion of the housing selection process. Returning/Thames to Mitchell students who complete a housing application after the housing selection process will be assigned a Housing Unit on a rolling basis. Returning Residents will be defaulted to the Plan A meal plan (19 meals/week) unless otherwise specified.

#### Assignments

The College agrees not to discriminate on any basis when assigning the Resident to a Housing Unit and/or roommates. Residents who do not select a roommate will be assigned a roommate and/or suitemates using the matching profile questions in the housing application.

#### Vacancies/Consolidations

When a vacancy occurs in a Housing Unit the College may assign a new roommate and/or suitemates at any time. The vacant side and/or room must remain open and free from belongings at all times. When possible, the College will provide the remaining Resident(s) with the option to 1) pull-in a roommate and/or suitemate(s) eligible to live in that Housing Unit, 2) move to another Housing Unit, 3) remain in the room and/or suite with the understanding that the College may assign a new roommate and/or suitemate at any time, or 4) buy-out the space, if given the option.

#### Single Buy-Out/Waitlist

Residents interested in a single buy-out may request to be placed on a Waitlist by emailing [Housing@Mitchell.edu](mailto:Housing@Mitchell.edu). Single buy-outs are not available in every building or for every room type and are subject to availability each semester. Single rooms are limited and not guaranteed even if a Resident is on a waitlist.

#### Housing Accommodation/Emotional Support Animals (ESAs)

Students with a documented ADA disability, must request a housing accommodation and/or ESA through the Accessibility Services Office. Residents must have approval prior to bringing an ESA to their Housing Unit.

#### Room Changes

Residents must follow all room change procedures as outlined by Residence Life. Residents must request approval from Residence Life prior to moving to another Housing Unit. Room changes are approved based on availability and being eligible to live in that Housing Unit. Room changes are not guaranteed even if a Resident submits a request.

#### Room Freeze

There is a two-week room freeze at the beginning of each semester, meaning no room changes will be allowed, except in cases of emergency or extraordinary circumstances.

#### Administrative Room Changes

The Director can require Residents to move to another Housing Unit at any time, within the specified timeframe.

#### Maintenance and/or Service Disruptions

Facilities and/or College employees may need to enter Housing Units to make improvements, complete work orders, respond to service disruptions, and/or respond to emergencies. Some maintenance and/or service disruptions may require Residents to be temporarily or permanently relocated to another Housing Unit. Students will not be released from this Agreement and/or reimbursed for the inconvenience of being relocated, maintenance work being completed and/or a service disruption.

### **Section IV: Fees & Charges**

Residence Hall Housing and Food fees are approved annually by the Board of Trustees. However, the College reserves the right to make adjustments when deemed necessary by the Dean of Students, or designee ("Dean"), during the term of this Agreement.

Fees and charges must be paid according to the [financial policies](#) and billing procedures on the College website and/or in any documentation provided by the Bursar.

Students who fail to pay their bill on time or fail to make their monthly payments on an approved payment plan will be placed on a Bursar Hold. Students assigned to on-campus College housing who have a Bursar Hold on their account will not be able to pick up their residence keys, move into their assigned residence, or be allowed access into on-campus residences. Bursar Holds can also prevent students from registering for classes for a future term until all current term charges have been paid in full.

The College also has the right to cancel a student's Housing Application, assess a housing cancellation fee, prevent participation in any housing process, require a Resident to remove belongings from Housing between semesters, require a Resident to immediately vacate Housing, and/or not approve housing requests requiring an additional fee (e.g. Break Housing, Summer Housing) for students who have a Bursar Hold.

Additionally, students will not receive their diploma until the account has been satisfied and Bursar Hold resolved. Students will be responsible for all attorney's fees and other costs necessary for the collection of any unpaid balance.

#### Breakage Deposit

Residents must pay a \$250 Breakage Deposit. This deposit will be charged to a student's account.

#### Break Housing Fee

Residents must complete a Break Housing Information & Registration Form to request to depart late, return early and/or stay on-campus for any part of a Break. Upon approval, students will be billed a daily or weekly break housing rate, based on the terms available for each break. This fee will be charged to a student's account the month prior to or after the break.

#### Housing & Food Fee

Residents must pay the cost of their Housing and Food for the entire term of the Agreement. The housing and food fee for the academic year is charged to a student's account in two installments: the first installment is for the fall semester (typically billed in June) and the second installment is for the spring semester (typically billed in November).

#### Lost Key Fee

Residents will be billed for any key reported lost and/or they do not return when checking out of their Housing Unit. This fee will be used to replace the lock core and keys for the Housing Unit. Lost key fees are charged to a student's account monthly.

#### Improper Check-In/Check-Out Fees

Residents will be charged a fee for not following proper check-in and/or check-out procedures, as specified on the College website and/or official notifications from Residence Life. These fees will be charged to a student's account when they occur.

#### Damage Billing

Damage and cleaning costs reported by Residence Life and/or Facilities are assessed and billed to student's accounts as they occur. A Resident will be billed the cost of additional cleaning, to remove belongings and/or property, to relocate College furniture to its original location, and/or to repair or replace College property not attributed to normal wear and tear to return a Housing Unit to its original condition. In the event the Resident(s) responsible cannot be determined, damage billing charges will be charged to the Resident(s) assigned to the Housing Unit, floor, area, and/or building. Residents cannot assign damage billing charges to other students.

### Late Fees

Residents will be charged a late fee when submitting housing forms and/or not vacating a Housing Unit by the established deadlines. Late fees will be charged to a student's account when they occur.

### Premium Housing Fee

Residents who select a Housing Unit in, or request to live in Mariner Hall or Montauk Apartments will be charged an additional housing fee each semester.

### Single Buy-Out Fee

When occupancy allows, Residents can buy-out a double-occupancy room as a single. Residents who are approved to buy-out a room will be charged an additional housing fee each semester.

## **Section V: Housing & Dining Cancellation Policy**

Housing Agreements are for the entire Academic Year, unless a Resident signs a Housing Agreement and submits a Housing Application after the conclusion of the fall semester.

For the purposes of the policy a New/Incoming Student is defined as a student who will be attending the College for their first semester and Re-Enrolling/Returning Students are defined as students who have been enrolled at the College for one or more semesters. For example, an Incoming Student for the fall semester will be a Returning student for the spring semester.

Residents who vacate their assigned Housing Unit and/or request a financial adjustment when cancelling their housing, but remaining a student at the College will be billed for housing and dining for the semester and/or academic year according to the policy and dates below:

### **FALL SEMESTER**

<b>Dates</b>	<b>Housing &amp; Dining Cancellation Fee for New/Incoming Students</b>	<b>Housing &amp; Dining Cancellation Fee for Re-Enrolling/Returning Students</b>
Cancelling housing on or before June 1	\$0	\$100
Cancelling housing June 2 - prior to moving in or the first day of fall classes (whichever comes first)	\$0	\$500
Cancelling housing by the Sunday of the first week of fall classes*	\$250	\$750
Cancelling housing by the Sunday of the second week of fall classes*	\$500	\$1000
Cancelling housing after the second week of fall classes*	Housing Charges for the Fall Semester	Housing Charges for the Fall Semester

*\*Week is defined as Monday – Sunday, in accordance with the Mitchell College Refund Policy.*

### **SPRING SEMESTER**

<b>Dates</b>	<b>Housing &amp; Dining Cancellation Fee for New/Incoming Students to the College for the Spring Semester</b>	<b>Housing &amp; Dining Cancellation Fee for Students who Lived On-Campus the Previous Fall Semester</b>
Cancelling housing on or before December 15	\$0	\$250
Cancelling housing December 16 - prior to moving in or the first day of spring classes (whichever comes first)	\$0	\$500
Cancelling housing by the Sunday of the first week of spring classes*	\$250	\$750
Cancelling housing by the Sunday of the second week of spring classes*	\$500	\$1000
Cancelling housing after the second week of spring classes*	Housing Charges for the Spring Semester	Housing Charges for Spring Semester

*\*Week is defined as Monday – Sunday, in accordance with the Mitchell College Refund Policy.*

Any Resident who would like to cancel their Agreement before the end of semester and/or academic year must submit a Housing Cancellation Request Form. Housing Cancellation Requests are effective the date a Housing Cancellation Request Form is submitted to Residence Life or the date a Resident checks out, whichever comes last.

Housing Cancellation fees will be waived between fall and spring semesters for Residents who complete requirements for graduation, withdraw from the College, take a leave of absence from the College, and/or experience a new, documented hardship or condition that was unknown when submitting their Housing Application. Housing cancellation fees may be waived at any time for Residents who become active military status or receive an exception from the Dean due to extenuating circumstances.

Financial adjustments are not made when Residents are suspended from housing and/or suspended or expelled from the College for any period during a semester in progress.

Students who are withdrawing from the College should refer to the [Financial Policies](#) of the College.

Students are encouraged to review information and secure Tuition Insurance (see Cost of Attendance, [Tuition Protection Plan](#)) to help offset any financial losses (e.g. tuition, housing, and other payments) that may result from events which force students to withdraw from a semester due to a covered medical reason (e.g. serious illness or injury, chronic illness, or mental health conditions).

## **Section VI: Housing Policies and Procedures**

Residents agree to comply with all rules, policies, and procedures established by Mitchell College in the Code of Student Conduct, on the College's official website, and in any documentation provided by the College. This includes, but is not limited to, regulations concerning prohibited items and pets. Violation of and/or failure to comply with these regulations may lead to disciplinary measures, including but not limited to fines, confiscation of items, and/or housing suspension.

Residents are expected to read and become familiar with the Code of Student Conduct, as well as policies and procedures related to Residence Life. Failure to comply with these policies may result in conduct action.

### **Section VII: Termination of Student Housing Agreement**

Mitchell College reserves the right to terminate this Housing Agreement at any time, with or without notice, for reasons including but not limited to:

- Violation of the conditions outlined in the Housing Agreement;
- Violation of the college's rules, policies, and procedures established by the College, including but not limited to those outlined in the Code of Student Conduct, on the College's official website, and in any documentation provided by the College;
- Disruptive or harmful behavior that affects the safety, health, or well-being of the community and/or individual students;
- Failure to make timely payments for housing fees or other financial obligations;
- Failure to maintain the eligibility requirements for campus housing, including but not limited to student enrollment status or Academic Standards; and/or
- A public health emergency or other situations that require immediate relocation or closure of housing facilities.

In the event of termination, a Resident must vacate their Housing Unit immediately or as specified in the termination notification. The College will not provide refunds or proration of housing fees for the remaining term of the Housing Agreement unless otherwise determined. A resident may appeal a termination of housing by emailing an appeal to the Director within 48 hours of being notified of termination. The Dean will make a final decision and respond via email within 48 hours of receipt of an appeal. The Dean's decision is final.

The College can deny or terminate Housing to any student with a criminal and/or behavioral history, including prior disciplinary sanctions at another institution resulting in expulsion, suspension, or removal from College or University housing. A Resident must provide this information in writing to the Director when submitting a Housing Application or within 48 hours of any change in their criminal and/or behavioral history, by providing the following information:

- Student's first and last name and contact information
- A detailed statement explaining their criminal and/or behavioral history



A Resident is responsible for removing all belongings when vacating a Housing Unit or the Housing Agreement ends, whichever comes first. Any items that are not College property will be considered abandoned property and/or trash; the Resident(s) assigned to the Housing Unit, floor, area, and/or building will be billed the cost to remove abandoned property and return the Housing Unit to its original condition.

### **Section VIII: Public Health Emergency Clause**

In the event of a public health emergency, including but not limited to outbreaks of contagious diseases or any situation that may require public health measures, Mitchell College reserves the right to implement changes to housing policies, procedures, or operations as deemed necessary for the safety and well-being of residents, staff, and the community.

In the event of a public health emergency, Mitchell College will take reasonable steps to minimize disruption to residents, as well as to prioritize the health and safety of the campus community. Residents agree to comply with changes, which may include but are not limited to:

- Health & Safety Measures
- Temporary Relocation and/or Evacuation
- Changes to Housing Availability

### **Section IX: Additional Legal Provisions**

If any provision of this Agreement is determined invalid or unenforceable, it will not affect the validity or enforcement of the remaining provisions herein.

A waiver by the College of a breach of any provision of this Agreement by the Resident shall not operate or be construed as a waiver of subsequent breach by the Resident.

This Agreement shall be binding on and will inure to the benefit of the Resident and their respective heirs, executors, administrators, successors, and assigns.

The College reserves the right to modify this Agreement and other rules and regulations at any time, with or without notice. The Resident may not modify this Agreement without the express consent of the College.

The Agreement constitutes the entire Agreement of the parties with regard to the Resident's housing, and supersedes all previous written or oral representations, agreements, and understandings between the parties, either expressed or implied.

This Agreement shall be constructed and interpreted in accordance with the laws of the State of Connecticut. Any litigation arising out of or relating to this Agreement shall be brought in the State or Federal courts of Connecticut, and the parties submit to the exclusive jurisdiction of such courts over any such litigation.

## Signatures

A Resident's signature confirms they have read, understand, and agree to comply with the terms of the conditions outlined in this Agreement.

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Resident's Name (printed)

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Date

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Resident's Signature

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Date of Birth (month/date/year)

***\*THE SECTION BELOW MUST BE COMPLETED FOR RESIDENTS UNDER  
18 YEARS OF AGE AND/OR FOR RESIDENTS WHO HAVE A LEGAL GUARDIAN***

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Name Parent/Legal Guardian (printed)

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Date

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Parent/Legal Guardian Signature

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Relationship to Resident