

Manhattan School of Music Residence Hall Agreement (continued)

2009–2010 Academic Year

PLEASE MAKE A COPY FOR YOUR RECORDS. A SIGNED COPY MAY BE OBTAINED AFTER YOU MOVE IN.

All students shall have equal opportunity and access to facilities in any phase of school activity without regard to gender, race, color, national or ethnic origin, creed, disability, or sexual orientation. Extra and cocurricular opportunities, residential life, educational, social, cultural, and academic programs are available to all students on an equal basis.

1. ROOM DEPOSIT/SECURITY DEPOSIT

At the time of application for accommodations in the Manhattan School of Music residence hall, all students are required to submit a \$500 room deposit, which automatically serves as a security deposit. Any damages to the student's room and/or common areas will be deducted from the security deposit. Manhattan School of Music shall have such remedies as Manhattan School of Music is entitled to at law or equity. The deposit, or a portion thereof, will be refunded to the student at the end of the agreement period. Early withdrawal will result in forfeiture of the security deposit, unless withdrawal is due to serious illness, participation in an official school study abroad program, completion of requirements for graduation, and /or lawfully registered domestic partnership, civil union, or marriage. Vacating the premises does not release the student from contractual obligations.

2. PARENTAL RESPONSIBILITY

If the student is under age 18, his/her parent or legal guardian must become a party to this agreement by signing it as evidence of accepting responsibility, and thereby agreeing to perform the student's obligation thereunder and specifically agreeing to pay all fees, charges, damages, and other monies due the School.

3. GENERAL HOUSING POLICY

The Office of Student and Residence Life determines housing eligibility.

The student alone shall personally occupy, for the full academic year, such accommodations as are assigned to him/her and agrees not to sublet, assign, or otherwise transfer such accommodations. Failure of the student to complete this assignment for any reason whatsoever, unless released, will result in a charge for the entire year.

If one of the occupants of a room moves, the student who remains agrees to accept an assigned roommate or to move to another room upon request. The individual student is responsible for selecting a compatible roommate. If the student does not select a compatible roommate, the Office of Student and Residence Life will fill the vacancy either by consolidating assignments or assigning another student to the vacancy. Residents who misrepresent the truth, intimidate assigned or prospective occupants, or otherwise attempt to manipulate the housing assignment process are subject to judicial action and/or contract termination. Students may change rooms only after receiving official authorization from the Office of Student and Residence Life. Unauthorized room changes may result in an administrative charge, disciplinary action, and/or contract termination.

Students enrolled for fewer than 12 credits must receive special permission from the Office of Student and Residence Life in order to remain in the residence hall; however, enrolling for fewer than 12 credits is not grounds for automatic termination of this contract.

The student (or his/her possessions) will not be allowed to occupy a room prior to the official opening date or after the official closing date except under the following circumstances:

- A) Graduating seniors and other students who are participating in commencement activities may remain on campus, but must vacate by 10:00 a.m. the morning after commencement and
- B) By special permission from one of the following people : Director, Associate Director or Assistant Director of Student and Residence Life.

4. LENGTH OF AGREEMENT

The term of this agreement shall be for the entire academic year (fall and spring semesters) subject, however, to prior termination as provided in the agreement. Early cancellation by applicant can only be made according to the terms and provisions cited herein with the forfeiture of security deposit as stated in paragraph one. This agreement constitutes a license for the use of Manhattan School of Music accommodations and is not a lease. Resident students must vacate and return all keys and access cards no later than 24 hours after their last exam or 10:00 a.m. on the day after the official final exam period if they have a final on the last day of exams. The procedure for a student entering the School with a new residence hall agreement for the spring semester is the same as outlined for the fall semester.

The residence hall is closed during the winter intersession and summer recess and is not included in the housing rate for the academic year. **Resident students must vacate Andersen Hall during the winter and summer breaks unless they register and pay for housing accommodations during these periods by the stipulated time set by Manhattan School of Music.** Students may register to stay during winter break only if they are a resident during both the fall and spring semesters. Students not

returning to Andersen Hall after the Fall 2009 semester must leave immediately at the conclusion of the fall semester and may not register for any portion of the winter intersession housing. Students entering the residence hall in the spring who were not residents in the fall may not register for any portion of the winter intersession break. All students new to the residence hall for the spring semester will be allowed to move in at a stipulated date and time, prior to the start of the spring semester.

Eligible students may register for housing during all of winter intersession (OPTION A or B), during a portion of the winter intersession (OPTION C), or during none of winter intersession (OPTION D). For optimal rates, students must register for winter intersession housing by the time housing paperwork and deposits are due (April 29, 2009 for returning students, and June 15, 2009 for new students) and pay by August 5, 2009 for the best rate. During winter intersession, students do not have guest privileges and must sign up for one start date and one end date only. Eligible residents staying for any portion of the winter intersession must register and pay by December 11, 2009 at 4 p.m.

If housing becomes available during summer recess, there will be a separate housing agreement and an additional cost during this period.

Only students approved by the Office of Student and Residence Life will be allowed to enter the hall during winter and summer breaks.

5. FEES

The student shall pay Manhattan School of Music the prevailing charges for accommodations and fees as prescribed by Manhattan School of Music and set forth in Manhattan School of Music literature. All fees must be paid or arrangements approved for payment prior to the student entering the residence hall or housing will be terminated. All returning students must be registered for fall semester classes by the last day of the spring semester. Both registration and financial obligations must be met by the payment due date to maintain housing assignments. If the School is unable to provide accommodations, the deposit will be refunded. No adjustment in the charge for room rent is made in the case of late entrances, regardless of the time period. **Students who register for the entire winter intersession must pay for the entire winter intersession by the time tuition is due in August to receive the optimum rate. Students who do not pay for winter intersession by the time tuition is due in August must pay and register for winter intersession housing by December 11, 2009 at 4 p.m. at the daily set rate of \$50 per day.** The rate increases the longer the student waits to sign up and pay for winter housing.

6. FOOD SERVICES

A declining balance meal plan is available and is mandatory for all resident students. The remainder not utilized when a student withdraws or after the end of the spring semester will be forfeited. The remainder of the meal plan not utilized from the fall semester rolls over for use in the spring semester for students returning for the spring 2010 semester. The contract meal plan costs are not included in the housing costs and are over and above the housing costs.

7. TERMINATION OF AGREEMENT

In order for a student to withdraw from the residence hall prior to the conclusion of the academic year, a Change of Status Form must be completed in the Office of Student and Residence Life. The student's room fees will be adjusted only if withdrawal is requested due to serious illness, or participation in the School's study abroad program, or completion of all requirements for graduation, or documented lawfully registered domestic partnership, civil union, or marriage. The date of withdrawal, in every case, will be considered the date on which the student moves all their items out and officially checks out of the hall. A student forfeits the room deposit if withdrawing from housing prior to the conclusion of the academic year for reasons other than those stated above. In addition, any loss of access cards, keys, damages, failure to leave the room clean, or failure to check out according to proper procedure, will be billed to a student's account in addition to the forfeited deposit.

Upon termination, for any reason, the student shall vacate the residence hall within 24 hours after notice. *No portion of room fees will be refunded if the student is suspended, expelled, or dismissed from the residence hall and/or Manhattan School of Music.*

Manhattan School of Music may terminate this agreement for any reason including, but not limited to:

- A) Any breach of the conditions of this agreement by the student
 - B) Nonpayment of fees or other charges for damages under the conditions of this agreement or any other monies due to the School
 - C) If, for any reason, for the health, safety or security of the students, the residence hall or the School, it is deemed necessary to do so by the director
 - D) If the student fails to meet course curriculum and other academic standards established by the School
 - E) If the student fails to comply with the stipulations in section five above
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8. ROOM REFUND POLICY

Students withdrawing from the residence hall are entitled to refunds according to the percentages shown below if all obligations have been paid in full. The students must officially withdraw from the program as stated in section 7. The refund for a student withdrawing from the residence hall for any reason will be prorated from this date of withdrawal (up to and including the last date of occupancy) once approved by the Director, Associate Director and or Assistant Director of Student and Residence Life, or Residence Life Director, according to the following schedule: within the first two weeks of any semester—80%; within the third week of any semester—60%; within the fourth week of any semester—40%; within the fifth week of any semester—20%; after the fifth week of any semester, no refund. **The \$500 deposit is also forfeited.**

In addition, there is a cancellation fee schedule:

If cancellation occurs between:

- August 1 and August 7, 2009 inclusive, forfeit \$500 deposit plus \$250 cancellation fee
- August 8 and August 18, 2009, inclusive, forfeit \$500 deposit plus \$500 cancellation fee
- August 19, 2009 and the start of classes (September 2, 2009) inclusive, forfeit \$500 deposit plus \$750 cancellation fee
- After September 2, 2009 forfeit \$500 deposit, \$1000 cancellation fee, and reimbursement or non-reimbursement of housing bill paid based on schedule above

A similar fee schedule is in effect for those who cancel their agreements for the spring semester. From December 12, 2009 through January 4, 2010, \$250 cancellation fee and forfeit \$500 deposit; between January 5, 2010 and before your designated check-in day (Jan 9, 2010), inclusive, \$500 cancellation fee and forfeit \$500 deposit; between your designated check-in date January 10, 2010 and first day of classes (Jan 11, 2010) inclusive, \$750 cancellation fee and forfeit \$500 deposit; after start of classes for the spring semester (Jan 12, 2010), the student will forfeit the \$500 deposit, will pay a \$1000 cancellation fee, and may be entitled to the same refund percentage received for tuition. Students withdrawing from the residence hall are entitled to refunds according to the percentages shown below if all obligations have been paid in full. The students must officially withdraw from the program as stated in section 7. The refund for a student withdrawing from the residence hall for any reason will be prorated from this date of withdrawal (up to and including the last date of occupancy) once approved by the Director, Associate, and/or Assistant Director of Student and Residence Life, according to the following schedule: within the first two weeks of any semester—80%; within the third week of any semester—60%; within the fourth week of any semester—40%; within the fifth week of any semester—20%; after the fifth week of any semester, no refund. **The \$500 deposit is also forfeited.**

9. ROOM FURNISHINGS

All rooms are furnished with a bed frame and mattress, dresser, desk, chair, and closet. Residents must furnish their own linens, towels, metal trashcan and other personal items. No School-owned furniture may be removed or furnishings added without approval of the Office of Student and Residence Life or Andersen Hall Residence Life Office. No construction work, painting, wallpapering, or lofting will be permitted. Nails and tape on the walls, ceilings, or furniture are also prohibited. All rugs provided by students must be certified fire-retardant/resistant. All students are responsible for maintaining safe and clean rooms. Students are not allowed to bring large furniture or other room furnishings into the residence hall. The School reserves the right to remove any decorations which are visible from outside the confines of the room and which are deemed to be inappropriate by the Director, Associate Director, and/or Assistant Director of Student and Residence Life.

10. PROPERTY LOSSES AND DAMAGE

The School is not liable for the loss of money, clothing, or other valuables or for the loss or damage to property belonging to, or in the custody of, the student for any cause whatsoever; nor for any personal goods stored in residence hall facilities including, but not limited to, student rooms, practice rooms, public areas, or elsewhere. The student's signature on the room condition form establishes the student's acceptance of the condition of the room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room and contents at the termination of occupancy. The student specifically agrees to be liable for damages or other loss incurred to the building, room, furniture, and equipment that is not the result of ordinary wear and tear. Damage within the student rooms is the responsibility of the students assigned. Damages and messes that occur to common areas (e.g., restrooms, lounges, practice rooms, elevators, hallways, etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The student agrees to pay Manhattan School of Music upon demand for such damage or mess. All property belonging to the School must not be moved or taken from the areas designated for their specific use. Students are encouraged to obtain personal property insurance, as the School accepts no responsibility for any theft, loss, or damage to student property. This includes but is not limited to, loss by fire, water, or malfunctions of electrical and mechanical systems.

11. KEYS/ACCESS CARDS

Room keys, building keys, mailbox keys, and access cards are the property of the School and are issued by the residence life staff at check-in. In the event of a lost key or access card, a new key or access card will be issued and the cost of access card, lock, and key changes will be charged to the student. All keys and access cards must be returned to residence life staff at the time of termination in residence life or conclusion of the academic year, whichever comes first. Failure to return keys or access cards will result in a fee automatically charged to the student. Residents may not take or obtain unauthorized or duplicated keys or access cards, install additional locks on doors, or lend keys or access cards to any individual.

12. ROOM INSPECTION

Prior to the student's occupancy of a room, a member of the Residence Life staff will inspect the room. The condition of the room and its furnishings will be recorded on a room condition form, which will be signed by the student at check-in. The student is responsible for maintaining the room and the furnishings in the condition in which they were found at check in. At checkout, the room will again be inspected and the student charged for any damages (except for normal wear and tear). Residents will also be charged individually and/or collectively for damage caused to public areas of the residence hall including, but not limited to, corridors, recreation rooms, bathrooms, and laundry facilities. The School reserves the right to deny continued housing to any resident who leaves a room or furnishing in a condition unacceptable to Manhattan School of Music. The Manhattan School of Music staff reserve the right to inspect rooms for health, safety, and maintenance concerns on a routine basis.

13. ROOM ENTRY

The School reserves the unconditional right of entry at any time by authorized school representatives, to the room(s) occupied by the student pursuant to this agreement for the purpose of health and safety checks, inspection, establishment of order, repairs, maintenance, inventory correction, cleaning, in case of emergency, or other reasonable purposes. Entry may also be made if there are reasonable grounds to believe that any substance, material, or item is being kept or used on the premises in any manner prohibited by law or by the policies, rules and regulations of the School. Any such item may be confiscated by the Manhattan School of Music's representatives without prior notice. Students may not deny access to the School personnel attempting to exercise the School's rights or to perform the School's obligations.

14. ALCOHOL

The use or possession of alcohol by any student under the age of 21 is illegal and is prohibited at all times in all areas of the residence halls including individual rooms. Being in the residence hall while intoxicated is a violation of residence life policy. Those under the age of 21 may not be present in rooms where alcohol is present. Students of legal drinking age may use or possess alcohol responsibly in assigned bedrooms with others of legal age only. Alcohol is not allowed in any areas outside of the bedroom unless approved by the Dean of Students or their designee. Authorities and guardians may be contacted in extreme situations at the discretion of the School.

15. DRUGS

Use or possession of illegal drugs, misuse of controlled substances and/or prescription drugs are violations of state and federal laws. Any student using or possessing any drug illegally in the residence hall may have his/her residence life agreement terminated and may be subject to dismissal from the School. Students may not be in a room where illegal drugs are used or stored. The paraphernalia used to store, use, or sell illegal drugs are also prohibited. Misuse of prescription drugs and/or controlled substances is also a violation of school policy and students who do so could jeopardize their status as a Manhattan School of Music student and/or resident student. Authorities and guardians may be contacted in extreme situations at the discretion of the School.

16. GUESTS

All guests must be registered at all times and must comply with all School policies as stated herein and in the residence life handbook. All residents are expected to escort and stay with their guests at all times. Residents are to be respectful of roommates before inviting guests to the bedroom. The resident host is responsible for the actions of his/her guest and will be held accountable for any inappropriate behavior the guest may engage in while in the residence hall or on the campus. Resident hosts will be responsible for payments of all charges related to the presence of guests in their residence hall. Residents may have no more than three guests at one time during the day. Residents may not have guests stay for excessive periods of time. Residents may have one over/night guest for no more than three nights in a seven-day period. Manhattan School of Music has the discretion to limit or ban any guest or guest privileges as deemed appropriate. Resident hosts and guests are expected to adhere to the guest procedures as outlined in the residence life handbook. Guests are not allowed during the winter or summer breaks.

17. WEAPONS AND EXPLOSIVES

Weapons, firearms, firecrackers, explosives, or potentially explosive chemicals or materials, are not permitted in the residence hall at any time. Residents will be responsible for the use of any object used in a violent or dangerous manner. The use or possession of weapons or explosives will result in termination of the residence hall agreement. Authorities and guardians may be contacted in extreme situations at the discretion of the School.

18. ELECTRICAL APPLIANCES

Open-coil heating devices, appliances that utilize excess energy, and other devices deemed dangerous or unhealthy are not permitted in the residence hall. Heating devices without automatic turn-off facilities and overloaded electrical outlets are also not allowed in the residence hall.

Not Allowed: Halogen lamps, microwaves, sun and heat lamps, heating blankets, extension cords, clip-on-lamps, electric skillets, crock pots, George Foreman grills, air conditioners, oil lamps, space heaters, toasters, toaster ovens, oil popcorn poppers, hot plates, immersion coils, electric frying pans, grills (charcoal, gas, or electric), candles, and waterbeds are not allowed in Andersen Hall.

Allowed: Computers, printers, clocks, televisions, fans, stereos, clothes irons, hair dryers, blenders, coffeemakers, rice cookers, refrigerators (not larger than 5 cubic feet), fans, electrical razors, power strips with surge protector, and hot water dispensers. "Hot/Cold" units, which include a microwave and fridge in one unit, approved by the School may be rented and used. The Office of Student and Residence Life should be contacted for more information.

19. PETS

No animals may be kept in a resident's room.

20. BICYCLES

Bicycles (not motorcycles or mopeds) may be stored in specially designated areas. Bicycles may not be stored or parked in resident rooms, hallways, stairwells or other public areas of the residence hall.

21. COMMERCIAL ENTERPRISES

Rooms in the residence hall shall be used for study and living purposes only and not as sales rooms, offices, service areas, private studios, or for storage of merchandise. Soliciting, peddling, or the operating of a commercial enterprise out of residence halls are expressly prohibited.

22. EXCESSIVE NOISE, QUIET HOURS AND PRACTICE HOURS

There is a 24-hour expectation of courtesy: Residents shall not produce excessive noise or vibrations that infringe upon the quality of life of other residents or our neighbors. Students with instruments that are deemed too loud by the administration may be required to practice in designated practice rooms and not in rooms occupied by students. Quiet hours begin at 10 p.m. and end at 10 a.m. Sundays through Thursdays. Quiet hours begin at 1 a.m. on Fridays and Saturdays and end at 10 a.m. Additional quiet-hour guidelines for each floor will be discussed in floor meetings and residence community council. These policies also apply to the terraces and areas adjacent to the residence hall. Students may not congregate outside Andersen Hall after 10 p.m. and before 10 a.m. unless they are participating in a School sanctioned event.

Practice hours in rooms and practice rooms on all floors except the 2nd Floor is 10 a.m. to 10 p.m. The 2nd floor practice rooms are open 24 hours a day, 7 days a week. As noise leakage is a problem, quiet hours in the practice rooms may be adjusted. Resident students will follow the practice room policy of Manhattan School of Music and will schedule the use of practice rooms in the 2nd floor of Andersen Hall and the School through the scheduling office.

23. WINDOWS/ROOFS/TERRACES

Residents are responsible for any noise or objects coming from the windows, roof, or terraces. Playing music out of windows and dropping or throwing objects out of windows is prohibited. Windows must be closed at all times while students are practicing or performing. Climbing out of windows, sitting on window or terrace ledges and climbing onto roofs is also expressly forbidden. Disabling of any window opening-limiting device is prohibited. Residents may not play music on terraces unless approved by the Dean of Students or an assigned designee. These policies also apply to the terraces and areas adjacent to the residence hall. Manhattan School of Music may close or limit access to terraces or other spaces as deemed necessary.

24. SMOKING

The New York State Clean Indoor Air Act prohibits smoking in ALL common areas, including student rooms. Smoking is prohibited in all areas of all halls. Those who choose to smoke may do so 10 feet from any building or on the benches in front of Andersen Hall. For those who smoke outside the hall, cigarette butts are to be placed in proper receptacles and not on the ground, bench, or sidewalk. Hookah pipes, bong, and related smoking devices are not allowed in or near the residence hall.

25. OPEN FLAMES

Candles, incense, and any kind of device with an open flame, including charcoal grills and stoves, are not allowed in the residence hall at any time.

26. GENERAL DISORDERLINESS/COMMUNITY OBLIGATIONS

The residence hall is provided by the School to facilitate academic endeavors and the development of community. Students who engage in general disorderliness, malicious mischief, and/or behavior that is deemed detrimental to the community or interferes with the rights of others in their living accommodations are subject to disciplinary action, reassignment or possible termination of the residence hall agreement.

26. COMPUTING POLICIES

Your signature on this Residence Hall Agreement indicates that you agree to read and abide by the Manhattan School of Music Department of Information Technology's academic computing policies, incorporated in the 2009–2010 Student Handbook. All resident students must have appropriate computer antivirus protection and abide by MSM computer usage guidelines.

27. BINDING EFFECT AND NEW YORK STATE LAW

This agreement will bind and inure to the benefit of the parties hereto and their successors and assigns, but the right to Residential Hall accommodation shall be personal to the student and may not be assigned or transferred to sublet in any way to any other person. This agreement shall be governed in all respects by and construed in accordance with the laws of the State of New York.

28. INCORPORATION BY REFERENCE

The residence hall agreement and the School code of conduct as published in the Residence Life Handbook and the Student Handbook are hereby incorporated by reference and made a part hereof.

29. RIGHT TO MODIFY

The School reserves the right to make such modifications in room assignments, facilities and programming and to make such regulations as may be dictated by unforeseen circumstances such as strikes, war, and other emergency or by governmental authority imposing restrictions and/or regulations, related to bearing, weather conditions, economic considerations, fire regulations, or other unusual or unanticipated conditions.

30. DELIVERY OF THIS AGREEMENT

Completion and delivery of this agreement by the student does not constitute acceptance by the School. This agreement is approved and accepted by Manhattan School of Music only when signed by the Director of Student and Residence Life, Associate Director of Student and Residence Life, or the Assistant Director of Student and Residence Life at the appropriate space contained herein.

