

LARAMIE COUNTY COMMUNITY COLLEGE
RESIDENCE HALL LEASE



20__-20__ Fall and Spring Spring Only Summer
The academic year is defined as Fall and Spring, Spring Only, or Summer.

Applicant's Full Name: _____
Last First Middle

Male Female Transgender I identify as _____ Preferred Name _____

Permanent Address: _____ Phone: (____) _____
Street City State ZIP

This is a Lease between Laramie County Community College (hereinafter referred to as "the College" or "LCCC") and the student named above ("the Resident"). If the Resident is under 18 years of age, this is also a Lease between the College and the Resident's parent, guardian, or other guarantor who signs below. The Resident and his/her parent, guardian, or other guarantors are urged to carefully read the contents of this Residence Hall Lease ("Lease"). **Cancellation of this Lease during the Lease period (indicated by the box checked at the top of the document) could result in a \$1000 Lease buyout fee.**

1. ELIGIBILITY

Any person who does not have a felony conviction or higher and is enrolled in 12 credits per semester with at least 6 credits in-person at LCCC may enter into this Lease. Exceptions to this policy must be approved by the Dean of Student Life. **This Lease is not a commitment of admission to the College.** Application for and confirmation of admission to the College is a separate transaction, requiring separate documents and acted upon by a separate office (the Admissions Office).

2. GENERAL CONDITIONS

A. **Room Reservations.** The Residence Life Office will make room assignments on a first-come, first-served basis and in accordance with the LCCC Non-Discrimination policy, which states "Laramie County Community College is committed to providing a safe and nondiscriminatory educational and employment environment. The College does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, political affiliation, sexual orientation or other status protected by law. Sexual harassment, including sexual violence, is a form of sex discrimination prohibited by Title IX of the Education Amendments of 1972. The College does not discriminate on the basis of sex in its educational, extracurricular, athletic or other programs or in the context of employment.

The College has a designated person to monitor compliance and to answer any questions regarding the college's nondiscrimination policies. Please contact: Title IX and ADA Coordinator, Room 205B, Clay Pathfinder Building, 1400 E College Drive, Cheyenne, WY 82007, 307.778.1217 or by email at TitleIX_ADA@lccc.wy.edu. **Please Note: If you have a documented disability and need to request accommodations, please contact Disability Support Services at 307.778.1359.**

Since space is limited, these documents should be submitted as soon as possible.

Subject to availability of space, the Residence Life Office will initially assign accommodations according to requested room assignment information on a nondiscriminatory basis. Roommate requests are granted when space is available, and the requests are mutual.

The Residence Life Office reserves the right to assign or re-assign accommodations for the benefit of the individual, the suitemates or the College. Room or suite changes require the written approval of the Director, Residence Living. Furthermore, the College reserves the right to modify any provision of this Lease.

B. **Meal Plan.** The meal plan is mandatory for all Residents who sign this Lease. The cafeteria will begin operation on the first day of class each term, as specified by the College. The cafeteria is not open during Thanksgiving, winter break, spring break, or summer semester.

C. **Immunization.** All Residents are required to provide proof of immunization as specified by the College on or before the check-in date. **The meningococcal (meningitis) immunization is highly recommended.**

D. **Scheduled College Breaks.** This Lease is for room and board during those periods of the fall, spring, and summer semesters when college classes are in regular session. Scheduled college breaks include Thanksgiving break, spring break and winter break, as designated by the College.

Housing is not provided during winter break. Residents may leave their personal possessions in their rooms during these periods of time (including the winter break if the Resident will be returning for the spring semester).

If a Resident elects to remain in the residence halls during any of the scheduled college breaks, when they are allowed to do so, all policies and regulations as outlined in this Lease and the *Residence Hall Handbook*, the Student Code of Conduct and all LCCC Regulations will apply, and the Resident will be held responsible for adhering to all such policies and regulations.

3. TERMS OF LEASE

The terms of this Lease apply to the entire academic year Fall and Spring (August-May), Spring Only (January-May) or the entire summer session (May-August) or that portion remaining at the time the Resident begins occupancy. Students signing a Lease must comply with all applicable rules, policies and/or other regulations, including the terms in this Lease, the *Residence Hall Handbook*, the Student Code of Conduct and all LCCC Regulations, for the entire Lease period regardless of the date of move-in.

If a student chooses to leave the residence hall at any time during their lease, they must be approved to be released from the housing lease agreement. If the student meets one of the approved reasons to be released from their lease (See Section 4 of this lease) and the lease release is approved and it is the Fall Semester, the student will be financially responsible for paying off the rest of the Fall semester and charged a \$1,000 lease buyout fee to get out of the Spring semester. If it is the Spring semester, the student will be financially responsible for paying off the rest of the Spring semester. The

Summer Session covers a portion of May through a portion of August. The lease in the Summer Session is covered on a week by week basis and students are billed according to the number of weeks they live in the Residence Hall during the summer.

The residence hall is available only for enrolled students; therefore, once the Resident is no longer enrolled he/she agrees to notify the Director, Residence Living, immediately. The Resident will vacate the residence hall within 48 hours of withdrawal.

The period of occupancy for the academic year will begin at 10 am before the first day of class each term as specified by the College. Occupancy will end at 10 am on the day after the last regularly scheduled final examination of each term. Break Housing for Thanksgiving Break and Spring Break starts at 10 am on the date specified by the College. Winter Break begins at 10 am on the Saturday starting Winter Break as specified by the College and ends the day before the first class of the Spring semester. Special exceptions for moving into the Residence Hall apply but only through approval from the Director, Residence Living. The Lease for the Summer session is granted on a week by week basis and will begin, starting the first day after the last day of classes in May and will continue through to the day before the first day of classes for the Fall Semester. To live in the Residence Hall over the Summer a student must be enrolled in at least one class or be working for Residence Life.

This Lease is for the above named applicant only and may not be assigned to another party. No transfer, assignment, or subletting of the Lease is permitted.

4. LEASE RELEASE

Reasons for termination of housing Lease: The terms of this Lease apply to the entire academic year Fall and Spring (August-May), Spring Only (January-May) or for summer session (May-August). A lease may only be released by written approval of the Residence Life Office. The date of early release shall be the date approved by the Residence Life Office. Should a Resident want released from this Lease, he/she must submit a lease release form. A student can request to be released from their contract at any time during the semester. Once a student has submitted a lease release, the student will be required to submit all documentation supporting the request to be released from the lease. **Lease Releases will only be approved if the student meets one of the following reasons:**

- A. Change in enrollment status due to a withdrawal from the College.
- B. Assignment to a college-sponsored internship which requires living off-campus. A letter from the Director of the program is required as verification.
- C. A serious medical or health condition which is directly related to residence hall living. A physician's note is required.
- D. Termination of the Lease by the Dean of Students and/or the Vice President of Student Services or a designee appointed by the Dean or the Vice President.

1. If lease is terminated the student is still responsible for the full term of the lease.

A) Students will be exempt from being charged the \$1,000 lease buy out fee for the following reasons and only with documentation and approval from the Director, Residence Living:

- a. Graduation
- b. The Resident is required by LCCC to live outside of a commutable distance from LCCC to compete his/her academic program (a commutable distance is considered 50 miles from LCCC)
- c. Military Leave (a copy of military orders must be provided)

2. Lease termination initiated by the College may result in the forfeiture of the \$100 security deposit.

A) Upon appropriate written notice, the College reserves the right to terminate this Lease and take possession of the room at any time due to the Resident's violation of this Lease, college housing policies outlined in the *Residence Hall Handbook*, the Student Code of Conduct and any other LCCC policy for reasons of health, safety, discipline, academic deficiency, disciplinary suspension or dismissal, expulsion or when the Resident exhibits behavior which

(Lease continues on back)

I accept the terms and conditions of this Lease for the entire
20__-20__ Fall and Spring Spring Only Summer
_____/_____/_____
Applicant's Signature Date
If applicant is under 18 years of age
_____/_____/_____
Parent or Guardian's Signature Date

is not compatible with the maintenance of order and propriety in college housing. Upon the Resident's default of any of the terms of this Lease, Students will be held financially responsible for the remainder of their lease.

3. Failure to pay housing fees will result in termination of college housing and is considered termination initiated by the Resident. The Resident will be financially responsible for the remainder of the lease for that semester.
4. If a student signs a lease for the Fall semester, but fails to check into the residence hall or send notice to Residence Life by 5 pm on the first day of classes, the Resident forfeits their lease, the College has the right to reassign the space to another student, the student will not be charged for the Lease, however the student will forfeit their \$100 security deposit.

5. FEES AND PAYMENT

Resident must pay in full at check-in for each semester unless prior arrangements are made to participate in the LCCC NelNet automatic payment plan. Financial aid in excess of tuition and fees will be applied to room and board. Residents failing to make appropriate payments for room, meals or damages to any LCCC property may be evicted, and a "hold" will be placed on their student records. This means that grades, transcripts and further registration privileges will be withheld until payment is received. Individuals who feel that withholding grades, transcripts and registration would cause undue hardship may contact the Vice President of Student Services. LCCC reserves the right, subject to approval of the Board of Trustees, to raise, lower, or modify fees and rates without prior notice.

All payments should be made through the cashier office in the Pathfinder Building, Room 117, and not in the residence hall.

6. REFUNDS

Should a Resident move from or be evicted from the residence hall at any time during the Lease period, that Resident may be held responsible for payment for the entire Lease period and may forfeit the security deposit.

A. Security Deposit:

1. The security deposit (\$100) which accompanied the application remains on file while the Resident remains in LCCC housing. It is both a good faith deposit to guarantee a room assignment and a guarantee against possible damage or service charges when the Resident vacates the rented room. **It is not applied to the room rent and/or meal charges.**
2. If a Resident cancels before June 30, the security deposit may be refunded in full when the Resident notifies the Residence Life Office in writing by June 30. **Cancellation after the July 1 date, will result in a forfeiture of the full security deposit.** This paragraph applies only if the College determines that the deposit is otherwise refundable under the terms of this Lease.
3. Security deposit refunds will be granted to Residents who move out of the residence hall if all of the following are accomplished:
 - a) fulfillment of residence hall Lease terms for the entire Lease period,
 - b) proper check-out with residence hall staff,
 - c) the room/suite is clean and without damage,
 - d) all college keys are returned.
4. Applicable refunds will be paid by check by the LCCC Business Services office and will be mailed to the Resident's home address within six weeks following the last day of occupancy.

B. Meals/Board: After the check-in date, a portion of the paid meal plan, based upon the number of weeks of occupancy, will be refunded to Residents who are granted a Lease release by the Director, Residence Living.

7. DISCIPLINARY SANCTIONS

Resident agrees to abide by the terms of this Lease and to observe all rules and regulations of LCCC as listed in the current *College Catalog*, *Student Handbook* and/or the *Residence Hall Handbook* and the Student Code of Conduct. A Resident found to be in violation of policies or rules contained in the documents listed above is subject to disciplinary proceedings (as defined in the Community Standards and Conduct Procedure).

Disciplinary sanctions are imposed at the discretion of the College and may include, but are not limited to eviction, suspension or expulsion from LCCC. However, nothing herein, nor in the documents listed above shall limit the right of the College to immediately evict a Resident for conduct which exposes the Resident, other students, faculty, staff, administration, or other persons' property on LCCC property or LCCC and/or personal property on LCCC grounds to threat of harm or damage.

8. USE OF SUITE AND BUILDING

Student rooms and furnishings are to be used in the manner for which they were designed. No LCCC property, including room furniture, may be moved within the building or taken from the building without the prior written authorization of the Director, Residence Living.

- A. **Sales/Solicitation:** Sales and solicitations are prohibited in the residence hall, including but not limited to door-to-door solicitation and advertising. Any commercial enterprises must be approved in writing by the Director, Residence Living.
- B. **Guest Visitation:** Students are allowed to have guests visit them in the residence hall, however residents will be held responsible in all matters affecting this lease for the conduct of anyone the resident invites or permits to enter the residence hall. Any violation of the provisions of this lease, the *Residence Hall Handbook*, the *Student Handbook* or the student code of conduct could be grounds for termination of this lease and could result in student disciplinary proceedings. Overnight guests are allowed to stay in the Residence Hall with the mutual agreement of all roommates and suitemates. Overnight guests may stay no more than 2 nights (48 hours) in a 2 week period (14 days). Overnight

guests are not allowed over campus breaks (Thanksgiving, Spring Break and Winter Break).

- C. **Damage Liability—Individual:** Each Resident will be charged for damage or other loss incurred to any LCCC property, including but not limited to the Resident Hall building, furniture and equipment that is caused by the Resident.
- D. **Damage Liability—Group:** Residents will be liable for damage in public areas and their particular suite under the following conditions:
 1. the damage cannot be assigned as the responsibility of identified persons,
 2. there is reason to believe that responsibility for the damage lies among the residents of that particular floor, suite, building, or complex.
- E. **LCCC Liability:** LCCC assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of, the Resident, regardless of cause. This includes losses that occur in the Resident's room or suite, anywhere in the residence hall or on LCCC property. **Residents are encouraged to lock their doors at all times, record the serial numbers of all valuables and carry their own personal property insurance.** Any insurance carried by LCCC will not provide for payment of damages or losses in the event of a disaster (fire, tornado, etc.) or other loss of personal property.
- F. **Pets:** Pets are not allowed in the residence hall or on the adjacent grounds. Fish kept in an aquarium (one tank up to 10 gallons) and service and companion animals that are approved by the office of Disabilities Support Services are the only exceptions.
- G. **Weapons/Explosives:** Weapons, including but not limited to firearms and ammunition, large knives (large knives are defined as knives larger than 6 inches from the tip of the blade to the base of the handle when open), and bows and/or arrows, are not permitted in the residence hall or on campus. Flammable liquids, explosives of any nature, including fireworks, are not permitted in the residence hall or on campus. Violation of this policy may result in immediate eviction, suspension or expulsion from LCCC.
- H. **Alcohol/Drugs:** The possession, use, sale or distribution of alcoholic beverages, containers, alcoholic paraphernalia, narcotics, illegal drugs, drug paraphernalia or prescription drugs for which the person does not have a prescription is prohibited in the residence hall. Alcoholic and Drug paraphernalia is defined as any item that once held or currently holds alcoholic beverages or drug materials (including empty bottles, pipes, grinders, scales, etc. that were used to hold these restricted items).
- I. **Smoking/Vaporizers:** In accordance with college policies, smoking/vaping are not permitted indoors or within 30 feet of any entrance. Vaporizers are not allowed to be used in the residence hall because the smoke sets off fire safety equipment.
- J. **Utilities:** Cable TV service, all utilities and Internet access, are provided. Damage to the utility access panel will be the Resident's responsibility. These charges may be added to the Resident's room and board fees.
- K. **Appliances:** All appliances in the residence hall are required to be UL certified. Residents are allowed to have microwaves, coffee pots with automatic shutoffs, and refrigerators (4 cubic feet or smaller). Cooking is not allowed in resident rooms other than microwave cooking. All other appliances are prohibited including open-coiled items such as toasters and toaster ovens, griddles, and electric or gas-powered grills.
- L. **Keys:** Each Resident is issued keys which unlock their bedroom, suite door and mailbox. Loss or failure to return keys at check-out will result in charges being assessed for a change of locks and replacement keys. Students may not make duplicate copies of residence hall keys. Students will also be issued a student identification card that opens the exterior doors to the facility. Residents should not loan their keys or student identification card out to anyone.
- M. **Safety and Security:** The residence hall has a card access system and prop alarms. The building is also under 24 hour surveillance with cameras in common spaces and hallways (not inside student rooms). The building is equipped with a fire suppression system and smoke detectors. In the case, that a fire alarm does sound, all residents and guests should evacuate the building by using the stairs. Failure to evacuate could result in community standards and conduct proceedings.

9. PRIVACY RIGHTS

LCCC maintenance personnel and Residence Life staff will not enter a Resident's room or suite without permission unless accompanied by the Resident; the Resident's authorized representative, or a second college representative authorized by the Vice President of Student Services, the Dean of Students or the Director, Residence Living. However, LCCC reserves the right to enter Resident rooms and suites for the purpose of inspecting the premises for adherence to fire and life safety guidelines, for preventative maintenance, or when an authorized agent of LCCC has probable cause to believe that:

- A. an occupant of the suite may be physically harmed or endangered,
- B. damage is being done or is imminent to LCCC property,
- C. college policies or rules contained in the current *College Catalog*, *Student Handbook*, the *Residence Hall Handbook* and the Student Code of Conduct are being violated,
- D. emergency maintenance is necessary,
- E. an emergency requiring immediate entry into the room exists.
- F. a resident has abandoned the premises.

An authorized agent of LCCC may enter to complete health and safety inspections. Health and Safety inspections will be conducted once a month by Residence Life staff. The goal of the Health and Safety inspections are to check rooms for work orders, maintenance concerns, and health and safety violations. Residence Life staff will not open drawers, refrigerators or closets and are only looking for what is in plain sight.