



## Rhode Island School of Design (RISD) Summer Housing Terms & Conditions

**Accommodation.** Sleeping rooms will be provided at **15 Westminster Street** in Providence, RI. Residents will have a private sleeping room with shared kitchen, bathroom, and lounge space.

**Amenities.** Sleeping rooms in your selected location(s) are air conditioned. All sleeping rooms include wi-fi services. RISD does not provide bed or bath linens, bathroom supplies, or kitchen supplies such as pots, pans, dishware, or cutlery. Linens may be available at an additional fee.

**Room Assignments.** RISD will have sole discretion for assigning particular rooms and reserves the right to reassign a resident to any room in RISD offering similar amenities should the need arise.

**Keys.** Each Resident is responsible for all assigned keys and/or access cards. Failure to return keys/cards or loss of same will result in charges for replacement and/or lock changes. Only the individual to whom the key and/or cards were issued may possess the keys and/or cards. Unauthorized possession, use, loaning, or duplication of keys or cards is prohibited. Access cards and room keys must be returned to Public Safety on departure day. There will be a fee of \$25 for each unreturned conference participant access card and \$50 for each missing room key.

**Building Access and Use.** Check-in will be available beginning at 12:00pm of your check in date and check out is at 12:00pm on your selected check out date. During the contracted dates, other groups and individuals may be using portions of 15 Westminster Street. Only those residents with room assignments with RISD will be allowed access, use, and occupancy of the residential portions of the building under the terms of this agreement.

**Advertisement.** The RISD name and address may be used to indicate event location and for directions. No other use of RISD's name or logo in advertising is permitted without the express written approval of RISD's Marketing & Communications office.

**RISDbucks.** RISDbucks can be used to make purchases in RISD Dining halls, laundry rooms, and vending machines. Resident can purchase a RISDbucks card at the RISD store in \$10 increments.

**Linen Service.** Linens may be available upon request. Linen service includes: 2 bed sheets, pillow case, pillow, blanket, and a bath towel. If linens are to be provided by RISD, we must be notified no less than thirty (30) business days prior to arrival. The resident will be responsible for all applicable charges.

**Laundry.** Washing machines and dryers are located in each residence hall and can be paid for using RISDbucks. RISDbucks cards can be purchased at the RISD Store. Additional funds can be added to the card in the laundry room.

**Housewares.** With the exception of and initial supply toilet paper, RISD provides no bathroom supplies. No kitchen supplies such as pots, pans, dishware, or cutlery are included.

**Dining Plans.** Meal plans are available for the RISD Met Main Dining Hall at 55 Angell St. upon request. Resident may purchase a full meal plan, meal blocks, or pay at the door using cash or RISDBucks

**Public Safety.** RISD Public Safety is available 24/7 and have dispatch offices located at 15 Westminster Street & 30 Waterman Street. They can be reached at 401-454-6666. In an emergency, please call 911.

**Wi-Fi.**

RISD maintains a public visitor network. Resident may have access to this network which is subject to RISD Policy on Responsible Use of College Computing Resources at RISD and other applicable policies.

**Additional Terms & Conditions of Residency.**

- Occupancy is limited to individuals who have entered into a valid contract with RISD for accommodation or who are part of an organization or other group that has contracted for accommodation at RISD on the individual's behalf. No overnight guests are permitted without a valid contract.
- No one shall change room assignments without the express permission of Campus Conference & Event Services.
- At any time, the College may reassign or remove individuals from housing, who exhibit disregard for the residential community, the terms and conditions of occupancy, or other applicable rules and regulations. Any of the individual's possessions remaining on the premises 48 hours after such termination, or immediately following the end date of this agreement, shall be deemed abandoned and costs incurred in the removal of the property will be charged to that individual.
- Residence facilities are to be used as living quarters and, in a manner, as to comply with all federal, state and municipal laws. Residents shall not engage in disorderly conduct; make or permit to be made any disturbing noises, including without limitation the loud playing of radios, televisions, stereos, or musical instruments; or do or permit any acts that in the College's judgment would unreasonably interfere with the rights, comfort, or convenience of other residents.
- Residents are not permitted to make or authorize modifications to the buildings or their contents. The room must be vacated in the condition in which it was found upon assuming occupancy. Residents must at all times use in a reasonable manner and keep in clean condition all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities, fixtures, and appliances in the residential facilities. No refuse of any type or other items belonging to the Resident will be allowed in the hallways or common areas at any time. The Resident shall adequately package, store, or contain refuse and regularly dispose of it in a receptacle made available at each residential facility. Charges will be assessed for violation of these regulations and for damages or vandalism to the room, apartment, suite and/or common areas of the building.
- Solicitation in or commercial use of any part of the residential facilities or grounds by any person is strictly forbidden. Residents shall not place any signs or other advertising matter upon or in the windows, doors, or hallways or outside the building. No window displays are allowed.
- Items and materials prohibited from possession and/or restricted in use in housing include but are not limited to candles and other sources of open flame, firearms, illegal knives, other weapons, improperly stored volatile solutions, explosives, controlled substances or prescription drugs not accompanied by a prescription, drug paraphernalia, or other dangerous materials. Smoking is not allowed in any residential facility. All animals are prohibited from residential facilities. The use of electrical heating or cooling devices other than those provided with the living unit is strictly prohibited. Any such prohibited animals, materials, devices, or objects may be impounded.

- The College is not liable for damage or loss of any Resident's personal property from any cause whatsoever. Resident agrees to insure, at their own expense, all personal property brought into any residential facility through renter's or other insurance.
- The College, at its discretion, may enter and search your room and its contents, including personal possessions, to verify occupancy; to perform housekeeping and maintenance functions; to investigate, and find and seize evidence of, potential illegal activity or violations of College regulations; and for any other reason and in any other situation in which the College, in its discretion, deems it necessary to do so in order to protect the interests of the College or the general welfare of one or more of its community members.

**Financial Arrangements.** Reservations are not confirmed until paid in full.

**Payment Schedule.** Payment will be due at the time of reservation.

**Cancellation Policy and Forfeiture.** In the event the resident cancels their stay, the resident agrees to pay a fee based on the total cost of the good faith estimate given the time this contract was signed. The amount due shall be based on the following schedule:

<b>Notification of Cancellation Prior to Event Start Date</b>	<b>Cancellation Fee % of Total Cost of Event</b>
0-14 Calendar Days	100%
15-60 Calendar Days	50%
61+ Calendar Days	25%

**Late Fee.** All sums due and owing to the Licensor under this Agreement shall bear interest at a rate of one (1%) percent per month computed daily from thirty (30) days after the date due until the date paid.

**Grant and Non-Exclusivity of Use.** Resident participants will be afforded use of specific rooms and facilities as detailed above only for the date(s)/time(s) specified within this Agreement. The term specified shall not be extended without the written permission of RISD. During the term, RISD will continue to serve various groups and individuals throughout the period of this Agreement. None of these arrangements should be construed as exclusive use of any RISD building or any portion of any RISD building.

**Casualty or Force Majeure.** Should RISD's buildings, property, or facilities be destroyed or substantially damaged by fire or other casualty, or become unavailable or unusable, or should the ability for RISD to provide the services herein described be significantly compromised or diminished, due to circumstances beyond the control of RISD that render the fulfillment of this agreement impractical or impossible, Resident hereby waives any claim for damages or compensation, and all deposits and payments made to date will be returned by RISD.

The performance of this agreement is subject to any circumstances beyond the control of either Party

making it illegal, impossible, or impractical to provide or use RISD's facilities, or for a party to perform its duties and obligations hereunder, including but not limited to acts of God, pandemic, endemic, epidemic, war, disaster, strikes, civil disorder, curtailment of transportation facilities, or inability to use the RISD facilities due to damage rendering the facility inoperable. The Agreement may be terminated for any one of the above reasons by written notice from either Party to the other within five (5) business days of learning of the basis for termination. Upon termination, RISD shall promptly refund to the resident and/or its attendees all deposits and other pre-payments made.

**Indemnification.** Resident shall indemnify, defend, and hold harmless RISD and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the acts or omissions of the Resident or its participants, invitees, agents, or employees, in the execution and performance or course of this Agreement.

**Insurance.** RISD assumes no responsibility whatsoever for the theft or damage to any personal property no matter the circumstance. Residents agree to insure, at their own expense, all personal property brought into any residential facility through renters or other insurance.

**Property Damage.** Resident accepts full responsibility for the actions of its participants, staff members, invitees, and/or to this program in the use of RISD facilities and agrees to reimburse to RISD the cost for any damages beyond reasonable wear and tear incurred as a result of their use of RISD's facilities, furnishings, and equipment replacement charges as outlined above. RISD assumes no responsibility whatsoever for theft of or damage to any personal property no matter the circumstance.

**Nondiscrimination.** RISD does not discriminate on the basis of race, color, religion, age, sex, sexual orientation, gender identity or expression, disability, national origin, veteran status of any other characteristics protected by law in admission to, participation in, or administration of its educational programs and activities; in employment; or in its other programs and activities. RISD complies with all applicable state and federal statutes, including Title IX of the federal Higher Education Amendment of 1972, which prohibits discrimination on the basis of sex under any education program or activity receiving federal financial aid.

Sexual assault and sexual harassment are forms of sex discrimination prohibited by Title IX.

As such, with respect to its activities conducted in relation to the event, Resident agrees to comply with all federal, state, and local laws prohibiting discrimination by reason race, color, religion, age, sex, sexual orientation, gender identity or expression, disability, national origin, veteran status of any other characteristics protected by law.

**Compliance with Laws and Policies.** Resident agrees that all of its participants, staff members, invitees, and/or guests using RISD's facilities will comply with all federal, state, and local laws, as well as all applicable RISD policies and procedures, including but not limited to those regarding use of the facilities as detailed in Appendix A. Resident understands and acknowledges that such laws, policies, and procedures are subject to change without notice. Violations of any applicable laws or policies may lead to referral to local authorities, as necessary, and/or may result in a suspension of reservation privileges by



RISD.

Resident acknowledges that all buildings are “No Smoking” and the City of Providence may prohibit smoking on the sidewalks surrounding the buildings. Resident shall take all measures necessary to promptly remedy a violation of any law, ordinance, rule, regulation or order. All persons in Rhode Island are required by law (RIGL §40-11-3) to report known or suspected cases of child abuse and/or neglect to the Department of Children, Youth and Families within 24 hours of becoming aware of such abuse/neglect. Call the Hotline at 1-800-RI-CHILD (1-800-742-4453) to report child abuse and/or neglect.

**Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island and the parties hereby submit to the exclusive jurisdiction of the courts of Rhode Island for litigation of any disputes arising under this Agreement.

**Dispute Resolution.** The Parties agree to make a good faith effort to informally resolve any and all disputes arising from or in connection with this Agreement. If the Parties are unable to informally resolve the dispute, then the Parties agree to attend mediation prior to the filing of any lawsuit. The Parties will mutually agree upon the mediator and the cost of mediation shall be equally split between the Parties.

**Entire Agreement, Amendment, Severability, and Renewal.** This Agreement is the entire Agreement between the Parties, and supersedes any prior oral or written agreements, understanding, or commitments. This Agreement may not be amended without prior written consent of the parties. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. This Agreement may be renewed upon such terms and conditions as are mutually agreed to in writing by the Parties.