

SIMMONS UNIVERSITY
SUMMER INTERN HOUSING AGREEMENT AND STATEMENT OF LIABILITY

This Agreement is between Simmons University (“Simmons” or the “University”) and those individuals seeking summer housing on the Simmons University residence campus (“Intern Housing”). This housing is available to students currently enrolled and in good standing at a college or university and participating in an internship in the Boston area over the summer (“Intern” or “Interns”).

By signing this Agreement for Intern Housing, the Intern agrees to respect and adhere to all applicable federal, state and municipal laws, regulations, rules, and orders as well as all policies, rules and regulations of Simmons University, including those pertaining to University housing.

Each Intern is responsible for knowing and abiding by all applicable Simmons University policies, rules and regulations and conducting themselves accordingly. Interns who do not adhere to all University policies, rules, and regulations may be subject to disciplinary action, up to and including the immediate termination of this Intern Housing Agreement and notification to their home institution.

The University maintains sole discretion over who will be granted Intern Housing. However, in making such decisions the University shall not unlawfully discriminate against any persons on the basis of race, color, natural or protective hairstyle, sex, sexual orientation, gender identity or expression, marital or parental status, religion, age, national or ethnic origin, socioeconomic status, ancestry, disability, veterans’ status, or genetic predisposition.

Residency Requirements and Eligibility

Intern Housing is available for those currently enrolled and in good standing at a college/university and participating in an internship in the Boston area over the summer. A qualifying internship can be paid, unpaid, for credit or not-for credit. A qualifying summer program needs to be sponsored by the applicant’s institution of current enrollment. All applicants for summer intern housing must be 18 years of age or older by the scheduled check-in date. Applicants will need to provide appropriate documentation to prove age and employment status. To prove your employment status please provide a signed letter from your company’s HR department or your internship offer letter. Students whose internships terminate, for any reason, shall lose their right to summer housing, and may be required to vacate their Intern Housing prior to the check-out date.

Statement of Liability

The use of any University facility is permitted only by an Agreement revocable by the University at any time without notice or cause. By signing the document below, I agree to indemnify, defend, and hold harmless Simmons University, its employees, trustees, corporators, officers, directors, faculty, staff, students, attorneys and agents from and against any loss, liability, claims, demands, actions, cost or damage of any kind, including but not limited to personal injury, death or damages to me, or my own personal property, unless caused by the gross negligence or willful misconduct of the University.

Dates and Rates

Summer housing is available for the period stated by the University. The minimum number of days an intern can request is 30 days, unless otherwise negotiated. Interns must adhere to their confirmed dates as communicated via email. Failure to move out by the check-out date may result in additional charges and the commencement of eviction proceedings.

- **Check-in is between 9:00am-5:00pm, early arrivals may not be accommodated and are subject to written approval.**
- **Check- out is between 8:00am-12:00pm, and late stays are not possible.**

Summer intern housing costs will vary depending on the style of room that is selected and pricing is listed as part of the application process.

Payment and Cancellations

A deposit is due when signing your contract. This amount will be calculated based on the number of nights you select. The remainder of your payment will be due within ten (10) business days of your scheduled check-in time. If final payment is not made within ten (10) business days of your arrival date, you will not be allowed to check-in at Simmons. We accept all major credit cards (MasterCard, Visa, Discover, and American Express) or company checks. Credit card payments incur a 4% processing fee. [Late payments or failure to pay may result in additional charges and the cancellation of your reservation.](#)

Refund Policy

You may cancel your contract, without penalty, up to 45 days before your scheduled arrival. If you cancel within 14-44 days of your arrival, we will refund your deposit only. If you cancel within 14 days of your arrival, do not show, fail to check-in to your space, or do not remit, in full, all payments due and owing under this contract, no refund of any monies received by the institution will be given. In order to cancel your contract, you must notify the Simmons contact listed on the signed contract in writing of the cancellation (via phone or in writing to any other person will not constitute cancellation) either by certified mail or email. Changes to your stay may be subject to additional charges, and no refunds will be provided for shortening your stay, unless such change is made at least 30 days prior to your scheduled arrival. Additional fees may be due within 30 days of your check-out if the room and all included furnishings are not left in the condition they were received, or if the access card/and or key is not returned.

Room Assignments and Accommodations

Interns will be assigned to the style room that they specified when filling out the Summer Intern Housing Application, pending availability. If you have a specific request for a roommate or suitemate, all Interns involved must request each other in order for the request to be accommodated. Each Intern will have a bed, closet, desk, dresser, and desk chair. Wireless internet accessibility is also available in the room.

Pets

Pets, other than service animals or approved emotional support animals are not permitted in any residential college room. This pertains to visiting pets as well as those of the residents of the room/apartment. Owners of service animals and approved emotional support animals are required to comply with applicable University policies and procedures. For more information, please email conferences@simmons.edu, and they will direct you to our Office of Accessibility Services.

Occupancy

Occupancy begins when the Intern checks in to their assigned University provided housing accommodations. At that time no refunds will be provided, even if an individual checks out of the housing prior to the check-out date. Occupancy of a room is limited to Interns that enter into this Agreement only and to the period listed in the Agreement. Interns are not permitted to sublease space to another person for any reason. No Intern is permitted to enter another Intern's room or apartment without permission from the occupant. Interns may not change or exchange rooms without prior written approval from the Summer Conference Office. Questions regarding occupancy should be directed to the Summer Conferences Office.

Check-in will occur at a specific location, yet to be determined. Check-out will also be done at the same location. At that time, Interns must return their access card and key and will conduct a walk-through of their space with a staff member to clear them.

Inspections/Administrative Search and Seizure

The University reserves the right to inspect rooms at any time. Such checks include but are not limited to those made to inspect for the presence of unauthorized persons, damages, maintenance, cleanliness inspections, pest control, verify residency, repair facilities, health and safety, and compliance with University policies, rules and regulations as well as applicable federal, state, and municipal laws, regulations, rules and orders.

Guests/Overnight Guests

Guests of Interns must comply with the following policies:

- Guests may visit Interns' rooms/apartments only by invitation, and the Intern shall at all times be responsible for the conduct of their guests.
- Guests must be over the age of 18.
- An Intern shall be permitted to entertain guests only with the express permission of each and every one of his/her/their roommate(s), however, the University shall not be required to mediate guest disputes.
- In accommodations where a private or semi-private restroom is available, guests may use that facility only if the roommate and/or suitemates/apartment-mates grant permission. In all other cases, guests may use the restrooms on the first floor common area only.
- The Conferences staff reserves the right to ask any guest to leave at any time.
- Guests are not permitted to stay overnight.
- Guests must leave before 10:00 PM and may not arrive before 7:00 AM.

Summer Conference staff is authorized to impose an administrative charge upon an Intern of \$100 per night for each overnight guest when it is determined that an Intern has violated the policy for overnight guests. All roommates are jointly responsible for any fines and/or lease defaults arising out of violation of this contract, including, without limitation, the restriction on overnight guests set forth herein.

Care of Rooms and Facilities

It is expected that all Interns will maintain reasonable standards of cleanliness in their room/apartment, and that rooms will be kept clear of trash and waste. Other conditions that contribute to substandard health and safety of the Interns and that necessitate subsequent maintenance attention may subject the Intern to disciplinary action.

Each Intern is responsible for the University property and furnishings in his /her/their room or apartment. Alterations of the physical structure or property of the residence halls by Interns is not permitted without the written authorization of the Conference & Events Department. Placing mattresses on the floor is not permitted. Objects may not be placed on window sills or ledges. Interns are responsible for all rule violations that occur in their respective rooms and suite common areas, and may be subject to disciplinary action for such violations, up to and including being removed from Intern Housing.

In order to avoid mildew/mold growth, it is important to prevent excessive moisture build-up in your room/suite. Failure to promptly pay attention to leaks and moisture that might accumulate on various surfaces or that might get inside walls or ceilings can encourage mildew/mold growth. It is necessary for Interns to use appropriate climate control, keep their room/apartment clean, and take other measures to retard and prevent mildew and mold from accumulating in their room/apartment. Interns should not block or cover any of the heating, ventilation or air-conditioning ducts and to report any evidence of a water leak or excessive moisture, mold or mildew-like growth. Interns should also report any failure or malfunction in the heating, ventilation, air conditioning systems as well as any inoperable doors or windows and any moldy, dank or "off-odors" in the room/apartment, even if mold or mildew is not evident. Finally, Interns are responsible for damage to the room/apartment and/or their personal property resulting from the failure to comply with the terms of this paragraph. Failure to leave the room/apartment in the condition it was found will result in charges.

Electrical Appliances

In order to comply with local fire and safety regulations, the following restrictions have been imposed:

- Electrical extension cords are not permitted. Interns should utilize power strips that monitor the flow of electricity (such as models made by Tripp-Lite or GoldX) for their appliances and electronic devices. (120 volt, U.L. approved; built- in manual reset; 15-amp circuit breaker; maximum length of cord six (6) feet; maximum six (6) outlets at end of cord)
- The possession or use of gasoline or flammable petroleum products and canned heat units within University housing living units is prohibited.
- Drums and electrically amplified musical instruments, including microphones, may not be used in intern rooms/ suite
- Motorcycles, motor scooters, motor bikes and petroleum powered all-terrain vehicles, including those powered by

battery are prohibited in all University housing areas.

- The possession or use of candles or incense within an Intern room or apartment is prohibited.
- Space heaters and air conditioners are not permitted. Not all properties have air conditioning included. In properties with air conditioning, the systems operate from **May 1 through September 30.**
- The University retains the right to prohibit, limit or restrict all other personal items for health, safety, or maintenance reasons.

If an intern violates any of the above policies, Summer Conferences staff have the right to confiscate such items, which may be held indefinitely.

Damage to University Property

Charges may be assessed against any individual responsible for damaging University or personal property. If the individual responsible for damages, over and above normal wear and tear cannot be identified, then the student(s) assigned to the damaged room when the damage occurred will be assessed equally. Interns are not permitted to repair damaged University property. All damaged University property must be reported to the conferences@simmons.edu, which will make arrangements for necessary repairs, and assess charges when appropriate.

Tampering with, altering or changing any safety equipment, lock, fire alarm, smoke detector, sprinkler, fire extinguisher, other mechanical systems (including electrical or plumbing systems) is strictly prohibited. Interns will be referred to the University discipline system and may face termination of residency on campus.

Access Control (Locks/Keys and Room/Building Entry)

All locks, keys, electronic locks, and issued temporary access cards are the property of the University and are not to be repaired, changed, or duplicated except by University facilities personnel. Interns are not to borrow keys/access cards from other residents nor lend keys/access cards to anyone. If a Intern's key/access card is lost or stolen, or if for any other reason an Intern wishes to have his/her/their lock changed/re-programmed, he/she/they will be responsible for the cost of rekeying the room/ apartment or re-programming the lock.

Controlled access points (doors and gates) are provided in all residential areas to control access. The access door/gate alone is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. Interns and/or their guests should not impair the use or function of the access doors/gates. Interns are solely responsible for the control of visitor access to your room/apartment.

All residential areas are equipped with video cameras that monitor all points of entry in the community. Everyone who enters or leaves a specific building is recorded as well as other activities in the vicinity of the entry point. The cameras record 24 hours a day and 7 days a week. Images captured by the administrative video monitors may be used as evidence of activity that violates University policies, which includes violations of access control policies. Interns should not in any way impair the use or function of the cameras.

It is the Intern's responsibility to insure their personal property, and/or the personal property of their guest(s).

Quiet Hours

Interns and their guests and invitees shall, at all times, maintain order and reasonable quiet at all times in residential areas. Loud, offensive, disturbing or objectionable noises, boisterous activities or conduct that unreasonably disturbs the ability to study, sleep or the enjoyment of a residential area by other residents and their guests (including unreasonable uses of televisions, radios, stereos or other electronic equipment, amplifiers, guitars, pianos, keyboards or other musical instruments, or computers) or unreasonably disturbs the surrounding neighbors is prohibited. The Intern shall comply with all local rules and regulations relating to noise and nuisances.

In cases where Interns violate the quiet hours of a floor/apartment area, the University reserves the right to make room changes or terminate residency.

Restricted Areas/Special Living Areas

Students are not permitted in mechanical, electrical or other utility spaces or on window ledges or the roofs of any

University buildings

Bicycles

Bicycles may only be stored in Intern rooms or exterior bicycle racks. Bicycles stored illegally may be confiscated by authorized University personnel, and disciplinary action taken. Bicycles may not be ridden inside University buildings or on grassy areas.

Skateboarding, Roller Skating, Rollerblading, and Use of Scooters

Skateboarding, roller skating, rollerblading, and the use of scooters is prohibited in University housing lobby area, hallways, rooms/apartments, lounges, pedestrian areas adjacent to the residential areas, and other indoor public areas. Violation may result in confiscation of the skateboard, roller skates, roller blades, or scooter and disciplinary action.

University Property

University property may not be removed from University housing or from the public areas without written authorization from an authorized University employee. Students missing assigned property or found with furnishings from the public areas of the University in their rooms/apartments are subject to replacement cost, moving charges, and disciplinary action.

Windows and Exteriors of Residential Colleges

No object or material may be placed in, on, or hung from, in front of, or behind windows which block transparency or alters the appearance of the windows or the exterior of the building. Also, no object (e.g., signs, banners, aluminum foil, towels, sheets, ropes, wires, flags, slogans, etc.) may be placed on the exterior of the building.

Exceptions to these regulations may only be made by the Conferences & Events Office and must be in writing.

Solicitation/Distribution of Materials

No materials may be distributed under, on, against, or in front of doors to rooms/suites in University housing. Solicitation, canvassing and/or distribution of flyers or any other materials is prohibited anywhere in residential areas as well as on the exterior of buildings.

Hall Sports

Interns may not engage in any sport or sport related activities within University housing rooms/suites, lounges, hallways, stairwells, or other public areas. Sports or sports related activities include, but are not limited to: Frisbee, floor hockey, golf, bowling, football, soccer, baseball, and basketball. Also, students may not use water pistols, super soakers, or any other mechanism that projects water in the above-mentioned areas.

Emergency Powers

In the event that the an authorized University employee or his/her/their designee reasonably believes that there is a clear and present danger to the health and/or safety of any person or persons as a result of conditions or events on or originating from the campus of Simmons University it shall be within the discretion of that official to invoke emergency powers and waive the delineated procedures, duties, and rights associated with search and seizure and to authorize a controlled and orderly search of the Simmons Resident campus and/or any unit thereof by authorized agent of the Simmons University. Any and all evidence resulting from the search and procedure shall be considered admissible for any and all University discipline and prosecutorial purposes.

Alcohol & Drug Policy

Possession and consumption of alcoholic beverages is prohibited for individuals who are under 21 years of age. Persons under 21 years of age cannot have alcohol in their possession at any time. Serving alcoholic beverages to an individual less than 21 years of age, purchasing alcoholic beverages for an individual less than 21 years of age or negligently allowing a minor to consume alcoholic beverages is prohibited. Serving alcoholic beverages to anyone who is visibly intoxicated is prohibited. Public consumption of alcoholic beverages is prohibited. The consumption of alcohol or possession of an open container is prohibited in all common areas of residential halls. A public area is any area outside of a student's room/apartment, such as, but not limited to, grounds, corridors, stairways, courtyards, or any other public areas in and

around residential buildings. Common source containers (e.g., beer kegs, party balls, punch bowls, etc.) and drinking games are also prohibited as are paraphernalia for drinking games or quantity consumption (funnels, beer bongs, etc.). Students found in violation of these regulations may face possible termination from on-campus housing as well as university disciplinary action at their home institution.

Simmons University does not tolerate the distribution, manufacturing, possession, sale, or use of illegal drugs or drug-related paraphernalia (e.g., bongs, pipes, etc.), including the improper use of prescription drugs. This policy includes marijuana, and its derivatives including edibles, beverages and tinctures. No accommodation can be made for the possession of a medical marijuana card. Federal laws prohibit the use, possession, and/or cultivation of marijuana at educational institutions. This applies to ALL Interns, visitors and guests of the university.

Parking

Residents of summer intern housing who want to bring a vehicle to campus may request parking when signing up for Intern Housing. Information will be provided on how to obtain parking. The cost of parking is not included in the cost of your stay. All Interns with parking and guests/visitors shall comply with the parking and traffic regulations of the University. There is no parking allowed on the residential campus. Parking is only allowed in the parking garage on the Main Campus at 300 The Fenway. Parking is provided as available and is not guaranteed. All Intern vehicles shall be properly licensed and registered with the Parking Department. Any unlicensed, unauthorized vehicles will be towed, booted and/or stored at the expense of the owner of the vehicle. The Parking Office is not responsible for any damage, injury, theft or vandalism to Intern and/or Intern's guests' vehicles while parked on campus. Interns shall take precautions to protect their vehicles when parking in the parking garage.

Smoking Policy

Simmons University is a smoke-free campus. Smoking and vaping is prohibited anywhere on the campus. This prohibition includes all residential areas of the campus, including but not limited to, individual suites & rooms, hallways, stairwells, courtyards or common areas.

Accessibility

Intern who require accessible housing accommodations relating to a disability, or who require an emotional support animal should contact conferences@simmons.edu, who will connect the Intern with the University's Office of Accessibility Services. Please note that accessible housing will be provided as available, and is not guaranteed.

Force Majeure

In the event of an act of nature, fire, flood, war, public disaster, strikes or labor difficulties, epidemic, pandemic, declared public health emergency, or any other cause beyond Simmons University's control, it is the responsibility of the Intern to seek and find alternative accommodations. The Intern will be held liable for all charges up to the date of this clause being activated.

In the event that campus is evacuated to a shelter, and the Intern has not secured alternative accommodations, the Intern will be relocated to the campus shelter at no extra charge, however, no refund will be provided for the time spent in the shelter. Once an all clear is provided, and campus is reopened the Intern will be allowed to return to their space.

