

Professional Residence Life Staff Live-in Guests Policy	BOT Approved: February 17, 2015; Reviewed and procedures updated by CC 8/13/19.
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PURPOSE:

To provide a reasonable lifestyle opportunity for Garrett College residential staff.

POLICY:

Professional residence hall staff members are permitted to reside with a spouse, domestic partner, or Cohabitant as specified in the related procedure.

PROCEDURES:

- Professional Residential Life staff members living in College residence halls are provided with apartments by Garrett College for its convenience. The primary purpose of this living arrangement is to make these professional staff conveniently available to students and staff members. At the time a staff member assumes residency on campus, he/she shall be issued two apartment keys and two access cards for which the staff member assumes full responsibility.
- Professional staff members must self-disclose guests/cohabitants to the immediate supervisor and/or the Dean of Student Affairs. Staff are responsible for ensuring that others residing in the apartment do not violate the policies, rules and regulations of Garrett College applicable to the live-in staff or the orderly functioning of the College. Should those residing in the apartment violate such policies, rules and regulations or disrupt the orderly functioning of the College, the staff member is responsible for resolving the problem. If the staff member is unwilling or unable to resolve the problem, eviction, and hence, termination of his/her employment may result. In addition, Garrett College reserves the right to remove the cohabitant at will as the need arises.

- In keeping with the expectation that all College employees conduct themselves appropriately in the workplace, and because of the locations of these apartments, propriety and professionalism on the part of the staff member and anyone who resides with them is of the utmost importance. The guest/Cohabitant of the staff member will sign a statement (*Note: The Staff member and the guest/cohabitant will both be required to sign a statement indicating that they are solely responsible for any minor children that are living in the Apartment (See attached: Co-Habitation Agreement, Waiver and Liability Release)*), which indicates that he/she agrees to abide by the College's policies, rules and regulations while he/she resides in the apartment provided by the College.
- All adult staff apartment residents must complete and pass a background check.
- Staff apartments are provided by the College for the primary purpose of making trained professionals conveniently available for students and staff members. The size of an apartment dictates the number of the individuals who can reside in it while simultaneously meeting the purpose for which they are provided. Total occupancy of a one bedroom apartment cannot exceed two people. Two bedroom apartments may house a total of up to two adults and two children. Special circumstances will be considered by the Dean of Student Affairs and the Vice President of Administrative and Financial Services who will make the final decision as to the number of people who can reside in staff apartments.

Cohabitant Agreement, Waiver, and Liability Release Form

This is a legally binding Agreement, Release and Waiver to be signed by an employee and his/her cohabitant; it also covers minor children, the cohabitant’s relatives and or the cohabitant’s guests.

EMPLOYEE SECTION:

I _____ (GC Employee) state that Garrett College is responding to my request, in allowing _____ (cohabitant) to live with me in residence halls belonging to Garrett College. I agree to inform Garrett College in writing if I no longer desire to maintain this co-habitation relationship.

Employee Signature: _____

Witness: _____

Date: _____

COHABITANT SECTION:

This is a legally binding Release and Waiver executed by _____ (cohabitant) and for _____ (minors).

- 1. Waiver of Liability:** I individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Garrett College, its employees, agents, officers, trustees and representatives from any and all liability whatsoever for any and all damages, losses or injuries (including death), that I _____ (cohabitant) sustain to my person or my minor child’s/children’s persons or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys’ fees, which arise out of, result from, occur during or are connected in any manner with my residence in Garrett or Laker Hall. I fully understand and appreciate the dangers, hazards and risks inherent to children in a college residence hall which dangers include but are not limited to physical or mental injury or death. I am solely responsible for any minors that reside in/visit the residence halls with me.
- 2. Statement of Indemnification:** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Garrett College, Garrett County and /or the State of Maryland and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys’ fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of

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action, damages, judgments, costs or expenses, including attorneys’ fees, which arise out of, occur during, or are in any way connected with my residence in Laker or Garrett Hall.

3. **Expectations and Consequences:** The College reserves the right to decline, or rescind, my residence at any time should my actions or general behavior affect the rights or welfare of any person, or if my behavior is deemed to interfere with the educational process, and at the request of the Garrett College employee named in the section above. Similarly, if my conduct violates any policy of the College, I understand that I may be required to leave the residence halls at the sole discretion of the College’s representatives and agents.
4. **Waiver of Legal Rights:** I agree that this Statement of Responsibility, Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Maryland; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.
5. This Release and Waiver has been signed in full recognition and appreciation of the dangers, hazards and risks of living in a college residence hall. As a member of a collegiate residential community, I recognize that it is incumbent on all residents to report to the Dean of Student Affairs any violations of the student code of conduct or college policies that that I observe while in residence and to report to security personnel any suspicious behavior in others that could constitute a risk to the general student welfare.

Cohabitant Signature: _____

Witness: _____

Date: _____

File Copies:

- Office of Student Affairs
- Office of Administrative and Financial Services