

BENILDEAN STUDENT RESIDENT CONTRACT (PAYING RESIDENT)

This Benildean Student Resident Contract (the "Contract") is made and entered into by and between:

DE LA SALLE-COLLEGE OF SAINT BENILDE, INC., a non-stock, non-profit educational institution duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at 2544 Taft Avenue, 1004 Manila, through the Center for Student Life (CSL), represented herein by its Vice President for Lasallian Mission and Student Life, **MARIA VERONICA TEMPLO PEREZ**, and its CSL Dean, **LEVI VILORIA ALBANIA**, herein referred to as "**DLS-CSB**"

and

_____, Filipino, _____ years old, with permanent residence address at _____, enrolled in the degree program _____, with **ID No** _____, represented by his/her parent/legal guardian _____, hereinafter referred to as "**STUDENT RESIDENT**".

(Collectively referred to as the "Parties", individually, a "Party")

WITNESSETH:

WHEREAS, as part of student service, DLS-CSB provides housing that is safe and conducive to learning.

WHEREAS, the student is in need of affordable and safe housing in DLS-CSB.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the Parties agreed as follows:

1. OBLIGATIONS OF STUDENT RESIDENT

- 1.1 Abide by the rules and regulations as provided by the De La Salle-College of Saint Benilde:
 - 1.1.1 Benilde Undergraduate Student Handbook;
 - 1.1.2 Policies and Guidelines of the Different Offices related to Student Resident office in-charge [e.g. Center for Sports Development (CSD), Culture and Arts Unit (CAU), and Center for Scholarships and Grants (CSaG)]
 - 1.1.3 Residence Hall House Rules attached as Annex A
 - 1.1.4 Other policies, procedures and guidelines implemented by DLS-CSB
- 1.2 Provide his/her true and correct contact and personal information, and that of his/her parents and/or guardians.
- 1.3 Be officially enrolled while residing/staying in the Benilde Sports and Dormitory Complex (SDC).
- 1.4 Vacate SDC and return the room key to assigned Student Residence Coordinator while on a term break, on Leave of Absence (LOA) and/or upon termination of this Contract. Secure Clearance from the Student Residence Unit.
- 1.5 If graduating, vacate the residence hall on his/her last academic term within five (5) days from the last day of the final examinations of that term. _____.
- 1.6 Attend all Student Development activities whether in-campus, off-campus and/or overnight school-sanctioned activities, orientations, meetings, assembly, training, workshops, rehearsals, practices and/or tournaments requiring their presence.
- 1.7 Use SDC exclusively for lodging purposes and not divert to any other use. SDC premises shall not be used for any illegal or immoral activities.

2. OBLIGATIONS OF DLS-CSB through the Center for Student Life (CSL):

- 2.1 To provide all the necessary precautions to ensure the safety of the **STUDENT RESIDENT** within the Residence Halls and in all activities sanctioned by the College.
- 2.2 To shoulder all the costs of the Student Development activities such as but not limited to orientation/meetings/assembly/ training/workshops.
- 2.3 To immediately inform the parents/guardians of the **STUDENT RESIDENT** in cases of emergency and medical illness. In cases of illness, the Student Resident may be temporarily isolated in the SDC. For illnesses that require prolonged treatment and/or hospitalization, student resident will be required to be pulled out and need to be accompanied by parents/guardians.
- 2.4 To provide available support services to the **STUDENT RESIDENT** in ensuring effective student development and formation.
- 2.5 To inform the parents/guardians with regard to the participation of their children/wards in activities sanctioned by the same unit.
- 2.6 To assign a Residence Life Coordinator/s to do the following duties and responsibilities:
 1. Oversee and monitor the student residents
 2. Assist in their personal/social/behavioral and academic needs
 3. Provide and maintain good living conditions
 4. Formulate and implement various rules, regulations and sanctions

3. OBLIGATIONS OF PARENTS/GUARDIANS:

- 3.1 To provide all the necessary support to the Student Resident through regular monitoring/feedback with the RL Coordinator/s and if possible conduct visitation.
- 3.2 To approve son/daughter's availment of overnight/weekend pass in the following occasions. Please check as a sign of approval:
 - ☐ Visit parent/s or legal guardian/s
 - ☐ Visit relatives, indicate name of relative/s _____
 - ☐ Out for thesis/research paper
 - ☐ Attend parties
 - ☐ Out for School Projects
 - ☐ Attend wake/funeral
 - ☐ Out for Group Study
 - ☐ others, please specify _____
- 3.3 To authorize anyone among the coach/trainer/office heads or RL Coordinators to resolve any concerns pertaining to overnight/weekend requests not listed above.

4. NON-COMPLIANCE, VIOLATION AND OFFENSES

- 4.1 Non-compliance on the part of the **STUDENT RESIDENT** of the provisions of this Contract may merit any/or a combination of the following:
 - 4.1.1 Subject to disciplinary processing by the Center for Restorative Discipline.
 - 4.1.2. Will be required to pay for damages incurred in the dormitory.
- 4.2 The **STUDENT RESIDENT** who violated or committed any infraction shall be guaranteed of *Due Process* and shall be subject to existing provisions related to processing of offenses.

5. RENTAL FEE. (for paying only)

- 5.1 **Monthly Rent.** The Student Resident shall pay a monthly rent of Six Thousand Five Hundred Pesos only (₱6,500.00) on or before every 15th of the month to the Finance Cashier. The monthly rent is inclusive of water and internet, but does not include use of SDC amenities like basketball court, swimming pool, gym, etc.
- 5.2 **Security Deposit.** The Student Resident shall pay a Security Deposit in the amount equivalent to one (1) month rental fee upon signing this Contract. The Security Deposit would be non-interest bearing, which shall be used to pay any unpaid bills and/or any damages to the premises caused by the Student Resident.
- 5.3 **Advance Rental.** The Student Resident shall pay an Advance Rental equivalent to one (1) month rental fee upon signing of this Contract, which shall be applied as the his/her rental payment for the first month of his/her stay in SDC.
- 5.4 **Default on Payment.**

- 6.4.1 In case of default or non-payment by the Student Resident, the unpaid balance shall bear the interest of one percent (1%) per month from the first day of default.
- 6.4.2 DLS-CSB may terminate this contract if the Student Resident fails to pay the rent and other charges for two (2) consecutive months.

6. ELECTRICITY FEE

6.1 **Electricity Fee.** The Student Resident shall pay, on a monthly basis, the electricity charges in their rooms which would be based on the readings on the submeters installed in each room.

6.2 **The electricity costs shall be divided among the residents in each room.**

6.3 **Scholars are charged the amount in excess of the allowable allocation for the electricity.**

7. DURATION OF THE CONTRACT. This Contract shall have a period of **1 TERM**, commencing on **September 4, 2024** and will be ending on **December 18, 2024**.

8. CONFIDENTIALITY. All information received by one Party from the other Party in the course of this Contract, shall not be disclosed to any third party except with the prior written consent of the Party concerned. Each Party shall keep any information or data obtained from the other separate from information in relation to its own business or dealings with other parties. This clause will survive termination of this Contract.

9. DATA PRIVACY. The Parties shall comply with applicable provisions of Republic Act No. 10173 or the Data Privacy Act of 2012, its implementing rules and regulations, and the issuances and circulars of the National Privacy Commission, as well as other applicable personal data privacy and security laws and regulations. At all times, both Parties shall implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity and accessibility of personal information that is processed. Personal Data disclosed by both Parties shall only be used for the intended purposes and shall only be retained until it serves its purpose, after which it shall be securely disposed of.

10. INDEMNIFICATION. Each Party shall indemnify, defend and hold harmless the other Party and its Affiliates, and their respective directors, officers, employees and agents from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses to the extent relating to a Third Party claim, action or demand in relation to this Contract.

11. SETTLEMENT OF DISPUTES. In case of dispute, the Parties agree to exert all efforts to arrive at a mutually acceptable, amicable resolution. In the event that amicable settlements are not reached, dispute settlement shall be subject to Philippine law and the venue shall be within Metro Manila City.

12. AMENDMENT. No amendments, revisions or additions to this Contract shall be valid and binding upon the Parties unless reduced in writing and duly signed by the Parties.

13. SEVERABILITY. If the whole or any part of any clause(s) of this Contract is or becomes invalid for any reason, that invalidity shall not affect the validity of any other provisions.

14. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES. Persons executing this Contract on behalf of the Parties hereby warrant and represent that s/he has the full power and authority to bind the Parties on whose behalf s/he is executing this Contract and acknowledges that s/he is making this representation and warranty with the understanding that the other Party is relying thereon.

15. ENTIRE AGREEMENT. This Contract represents the entire agreement between Parties and supersedes all prior negotiations or agreements, either in oral or written.



IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Contract this _____ day of _____ at the City of Manila, Philippines.

For DLS-CSB

By:
MA. VERONICA TEMPLO PEREZ
Vice President
Lasallian Mission and Student Life
Date: _____

LEVI VILORIA ALBANIA
Dean
Center for Student Life
Date: _____

For STUDENT RESIDENT

By: _____
Parent/Legal Guardian
Date _____

Student Resident
Date _____

SIGNED IN THE PRESENCE OF:

Head/RL Coordinator
Student Residence Unit

Director/Head
Center for Sports Development /
Culture and Arts Unit

ANNEX "A"**RESIDENCE HALL HOUSE RULES**

1. Admission Requirements
 - 1.1 Student Resident must submit an accomplished Residence Hall Student Profile Form, Benildean Student Resident Contract, photocopy of Student Enrollment Form (SER) (submitted every term) and proof of payment of fees.
 - 1.2 Student Residents must undergo personal interview and orientation by the Residence Life Coordinator (RL Coordinator) together with the parents/legal guardian.
2. Health Protocol
 - 2.1 Student Resident must observe minimum health protocol:
 - 2.1.1 Frequently wash your hands with soap and water for at least 20 seconds. Alcohol-based hand sanitizer with at least 70% ethanol or isopropanol can also be used by rubbing hands together until they are dry. Avoid touching your eyes, nose, mouth with unwashed hands.
 - 2.1.2 All individuals are required to wear face masks while inside all public indoor spaces, facilities, and recreation spaces and in the presence of individuals from outside their immediate household.
 - 2.1.3 Practice good respiratory etiquette, coughing/sneezing into your elbow/upper sleeve, etc.
 - 2.1.4 When eating in shared areas, social distancing should still be applied. Avoid talking without masks while eating.
 - 2.1.5 Maintain distance/social distancing.
 - 2.2 Student Residents must comply with health protocols issued by the College and relevant government agencies.
 - 2.3 Medical conditions experienced in the campus should be assessed by the Clinic. Student Residents or the Residence Life Coordinators may contact the clinic via email, Online Consult Form or phone call for initial assessment of medical concerns every Monday to Friday 8-5PM. Online or face to face will then be advised accordingly.
3. Security Measures
 - 3.1 To personally accomplish the Residents Daily Location Log sheet (RDLL) upon leaving and returning from School/outside the Residence Hall, accurately stating the time of departure/exit, destination and time of arrival/entry.
 - 3.2 For security reasons, the Student Resident must allow the Security Guard on duty to inspect all packages/bags brought inside and outside by the Student Residents and visitors.
 - 3.3 To immediately communicate with RL Coordinators via email or text any concerns related to the dorm.
4. Curfew
 - 4.1 To comply with the curfew hours: 10:00 p.m. everyday.
 - 4.2 Visitors (Relatives and Guests)
 - 4.2.1 All visitors must be registered by the residents on the Visitor's Logbook at the guardhouse before entering the premises and Visitor's Pass shall be issued and shall be worn within the premises at all times and surrendered upon exit. Visiting hours are from 9:00 a.m. to 6:00 p.m. daily.
 - 4.2.2 Student Residents must ensure that his/her visitors do not loiter and are not allowed inside the room/s.
 - 4.2.3 Student Residents may entertain visitors only at the SDC Mess Hall only. Student Resident/s who accompanied or allowed the unauthorized person shall be held liable.
5. Weekend/Overnight / Residence Hall Pass
 - 5.1 Availment of Weekend/Overnight/Residence pass is subject to the approval of the Office in Charge (CSD and CAU) and the RL Coordinator/s.
 - 5.2 Overnight Pass is strictly applied for Academic/Emergency-related purposes only.
6. Room/Residence Hall Management
 - 6.1 To observe quiet hours, control noise and limit distractions that inhibit study and rest. Lights out by 12 midnight.
 - 6.2 Each Student Resident is required to maintain cleanliness and orderliness inside the rooms. General cleaning of the rooms is implemented once a month.

- 6.3 Student Residents shall be responsible to bring and change his/her linens regularly (at least once a week).
 - 6.4 Keep all valuables inside the cabinets and make sure the cabinets are locked. Bringing in too many personal effects and valuable items should be avoided. Personal belongings not retrieved by the Student Resident within 30 days after his/her last day in SDC shall be disposed of.
 - 6.5 All belongings must be well kept and properly labeled inside their rooms in the assigned space of the residents only.
 - 6.6 To respect all property, keep common areas free of litter, report vandalism/violations and report needed repairs to assigned RL Coordinators.
 - 6.7 Do not use nails or tape to attach decorations to the walls.
 - 6.8 To sleep only in the resident's assigned room.
 - 6.9 To always lock rooms to prevent theft or loss of personal belongings. DLS-CSB shall not be held responsible for any loss.
 - 6.10 Inappropriate display of intimacy within the Residence Hall that offend the sensibilities of the community and which may be deemed or perceived as vulgar, repulsive or immoral is considered a violation
 - 6.11 Student Residents should wear appropriate attire at hallways and common areas of residence hall.
 - 6.12 Student Residents are not allowed to bring pet/s in the SDC premises.
7. Electricity and Water
 - 7.1 To conserve energy by switching off lights and other electrical appliances when not in use.
 - 7.2 To pay electrical charges for personal appliances. Bringing in equipment or appliances that consume electricity needs prior approval and will be subject to additional charges of fees in case it's allowed.
 - 7.3 Trouble with electric outlets, switches and leaking faucets/water closets/clogged drains must be reported to the RL Coordinators.
8. Facilities
 - 8.1 Telephone usage located at the Security lobby is for official/emergency purposes only. Outgoing calls may be allowed only for calls to the parents or school officials. Long distance and/or international calls are not allowed.
 - 8.2 Use of Air-conditioning shall be regulated. The following schedule will be followed:
 - Daily: 7:00 p.m. to 7:00 a.m. (Dormitory rooms)
 - Daily: 6:00 a.m. to 9:00 a.m. (Sports side)
 - Daily: 9:00 a.m. to 5:00 p.m. (Office)Electricity consumption will be shouldered by the Student Resident as shared in each room.
 - 8.3 Laundering of clothes shall be limited to personal items only such as underwear, stockings, socks and handkerchiefs. All other clothes shall be laundered outside. No wires are allowed to be set up inside the rooms.
 - 8.4. The sports facilities adjacent to the dormitory may be allowed only under the supervision of CSD associates.
9. Maintenance Inspection
 - 9.1 Maintenance inspection of rooms is scheduled regularly and maybe done without consent of the Student Resident. The authorized personnel shall check the cleanliness, orderliness and the general condition inside the rooms. But it is preferred that at least one (1) resident is present during this time.