

2017 – 2018 Campus Life Managed Housing

Terms and Conditions of Occupancy

THIS IS A LEGALLY BINDING DOCUMENT THAT DESCRIBES THE TERMS UNDER WHICH STUDENTS MAY RESIDE IN RESIDENTIAL LIFE MANAGED HOUSING AND SETS FORTH CERTAIN FINANCIAL TERMS AND PENALTIES. PLEASE READ IT CAREFULLY.

Duration of Contract

- I. The duration of the CONTRACT and its Terms and Conditions of Occupancy is August 26, 2017 at 8:30AM through May 10, 2018 at 5:00PM for non - seniors, and through May 20, 2018 at 12:00PM for those students that are graduating. Only members of University - recognized fraternities who are enrolled at Washington University as students may live in Campus Life housing. In determining to accept this application, the University shall consider, among other factors, space availability, and the prior conduct of the applicant. The leased premises shall be occupied solely for residential purposes.
- II. The beginning and end of the contract term as specified herein for students is referred to as the “Move-in Date” and the “Move-out Date,” respectively. Students requiring accommodations before or after the Move-in Date or Move-out Date must obtain approval from Campus Life; a fee of \$50.00 per day will be charged to the student’s account for each additional day of occupancy.

Billing

- I. By filling out the Greek Housing Contract through WebSTAC, the student is legally responsible for the payment of all billed housing charges. Nonpayment will result in automatic withholding of grades, transcript, registration, or diploma by the University.
- II. Fraternity housing is owned and operated by Washington University therefore, all housing charges are posted to the student account.

Compliance

- I. Failure to comply with this agreement or the Terms and Conditions of the house contract may result in disciplinary action against individual member(s) and/or the entire fraternity membership for those buildings that house fraternity chapters.

Cancellation of Contract

- I. Cancellation of this contract for any reason may result of a \$500 cancellation fee to the student’s account, applicable room charges to the student’s account, and/or the empty bed cost established by Campus Life to the Fraternity. In the event of cancellation for any reason, it is the student’s responsibility to find alternative housing.

A. Cancellation by the Student

1. If the student voluntarily withdraws from the University for such reasons as: Medical Leave of Absence, Leave of Absence, December graduation, University recognized Study Abroad program, Field Study, Transfer, Marriage, or induction into the Military Service, and desires to cancel this contract the student must complete a cancellation request via WEBSTAC. Upon the verification of the stated circumstances by Campus Life, the cancellation fee may be waived and the student will be responsible for room and board charges through the date of their departure.
2. If the student continues to attend Washington University but nevertheless desires to cancel this contract because of reasons other than those listed above, they are subject to the cancellation fee of \$500. Each case will be reviewed on its individual merits.

B. Cancellation by the University

1. Substantial interference with the rights of other residents to use the facilities, including conduct of a student that is dangerous or disruptive to himself or herself, another person or persons; intentional or negligent property damage; or drug or alcohol violations or abuse shall constitute grounds for immediate cancellation of this contract; and, where deemed necessary by the University to protect the safety or security of the community, any or all fraternity house members. Suspension or expulsion of a student from the University shall constitute immediate cancellation of this contract. Students whose contracts are cancelled pursuant to this provision will be billed a \$500 contract cancellation fee and will be responsible for room and board charges through the date of his or her departure.
2. In case of such cancellation, the University will, in person or by certified mail, deliver written notice to the student at least one week in advance, stating the hour and the date of cancellation when the student must vacate the room. In the case of conduct deemed to be dangerous or disruptive to person or property, the University may demand that student immediately vacate the room.

C. Cancellation by the Fraternity for Chapters

1. Failure of a resident member to remain in good standing with the Fraternity shall constitute grounds for the Fraternity to request cancellation of this contract by the University. Such requests must be submitted to Campus Life by a Fraternity alumni advisor, House Corporation member, or National Representative for approval. Upon verification of the stated circumstances, the student will be billed the \$500 contract cancellation fee and will be responsible for room and board charges through the date of their departure.
2. In case of such cancellation, the University will, in person or by certified mail, deliver written notice to the student at least one week in advance, stating the hour and the date of cancellation when the student must vacate the room. In the case of conduct deemed to be dangerous or disruptive to person or property, the University can demand that student immediately vacate the room.

D. Cancellation due to Fraternity Loss of University Recognition

1. Suspension or revocation of Fraternity recognition by the University or the Fraternity's national office shall constitute grounds for the University's cancellation of this contract with all resident members. All fraternity residents may be billed the \$500 contract cancellation fee and will be responsible for room and board charges through the date of their departure from the building.
2. In case of such cancellation, the University will, in person or by certified mail, deliver written notice to all resident members of the fraternity at least one week in advance, stating the hour and the date of cancellation whereupon all fraternity members must vacate the Fraternity house. In the case of conduct deemed to be dangerous or disruptive to person or property, the University can demand that the fraternity immediately vacate the Fraternity house.

E. Cancellation for Other Cause

1. Either party may cancel this contract if it has been determined that the other party has failed to comply with terms and conditions stated herein.
2. If the accommodations assigned to the student are destroyed or otherwise rendered uninhabitable and the University does not furnish similar accommodations in the same or another building, the contract shall terminate and charges shall be prorated on the basis of the period for which accommodations were made available to the resident.

3. Any occurrence that prevents the University temporarily from rendering full performance under this contract (such as war; acts of terrorism; fire, flood, or other acts of God; strike or work stoppage) whether by employees of the University or others shall not constitute grounds for cancellation of this contract by the student.

Occupancy

I. Individual Room Assignments:

- A. Signed contracts for fraternity members planning to live in their designated house for 2017 - 2018 must be submitted to Campus Life, through WebSTAC by February 23, 2018 at 5:00 PM. The House Manager will be responsible for communicating room assignments to Campus Life no later than May 1, 2018 at 5:00PM. When a student assumes occupancy at the start of the academic year, they will complete a room condition report. Written approval from the Campus Life must be obtained before proceeding with cosmetic changes. Unapproved changes and/or damage to one's bedroom will be billed to the student account of the responsible student(s).

II. Room Changes:

- A. No room changes are allowed within the first two (2) weeks or the last four (4) weeks of the semester, except in emergency cases specifically authorized by Campus Life via the House Manager.
- B. Requests to change rooms for the Spring semester are due by November 15, 2018.

III. Room Occupancy Designation:

- A. A room designated by the University as a single may not be occupied as a double unless approved in advance by Campus Life. If approved, each occupant will be billed at the double room rate. A room designated by Campus Life as a double may be occupied as a single, in which event the occupant will be billed at the single room rate. A room designated by Campus Life as a triple may be occupied as a double, in which event each occupant will be billed the double room rate.
- B. Key Distribution: It is the House Manager's responsibility to distribute room keys at the start of this contract and collect room keys when the contract expires. Campus Life will provide the House Manager with keys for each resident to distribute accordingly. It is also the House Manager's responsibility to collect, and turn in to Campus Life, keys any time a resident member has changed rooms, terminated his or her house contract, and/or at the end of the contract year.

General Expectations

- I. All University rules and regulations set by the University are applicable to members living in the house. In addition, for chapters that are housed, rules set forth by the fraternity chapter, advisory board, national organization, or Greek governing boards may apply where they are not in conflict with University rules. Where a conflict exists between these organizations, the more stringent policies shall apply.
- II. It is expected that federal, state, and local laws will be respected by residents and members. The University prohibits the illegal possession, use or transfer of any controlled substance or drug paraphernalia as defined by the statutes of Missouri.
- III. Campus Life housing will be FIPG compliant. The FIPG policy can be viewed through the Campus Life website at <http://www.fipg.org/>
- IV. Fraternity and Sorority Life Social Event Management Guide
 - A. When a student within the Fraternity house is involved in planning social events on behalf of the chapter, they must adhere to the following information of Washington University in St. Louis' policies, documents, and guidelines located at <https://campuslife.wustl.edu/group/campus-policies/>

Guest Policy

- I. A student who wishes to house a guest in their room may do so for a period of no more than three (3) nights with the consent of their roommates/suite mates, if necessary. Upon the arrival of a permitted guest, the student host must notify the House Manager. No guest may be housed in a lounge or any other public area in University housing, unless approved. Guests are subject to the same rules and regulations as all regulations. The host student is responsible for all the actions of their guest. Students may not house more than two (2) guests simultaneously at any given time. Campus Life reserves the right to restrict visitors and/or suspend the guest policy in its sole discretion.
- II. Non - residential members of the Fraternity may request 24 hour access to their respective Campus Life managed housing via the House Manager. New Members will be given access upon their bid acceptance to the Fraternity. Campus Life reserves the right to revoke access at any time during the academic year for failure to comply with any offences, rules and regulations.

Offenses

- I. The following forms of misconduct by a student or Fraternity are subject to disciplinary actions when they occur within Campus Life Managed Housing and affect the University community. In addition to the offenses listed, Campus Life is at liberty to hold all residents accountable to the University Student Judicial Code.

A. Alcohol

1. Hard liquor is not permitted in Campus Life housing, and if found will be seized and disposed of immediately. Underage possession of alcohol is prohibited by Missouri state law and is also a violation of the student judicial code. Any student violating the University's alcohol policy is subject to sanctions. The University places its highest enforcement priority on enforcing violations that are repeated, disruptive, dangerous, and/or flagrant.
2. Alcoholic beverages shall not be consumed outside, without specific permission from Campus Life, and the mailroom will not accept any deliveries of alcoholic beverages, regardless of the recipient's age.
3. Pictures, posters, full or empty containers and signs that refer to alcohol and other drugs and are displayed for public view are prohibited.
4. Kegs and large common containers empty OR containing alcohol are not allowed in or outside of any Campus Life building.

B. Bikes

1. Due to fire safety regulations and hall floor damage, bicycles are not permitted inside the Campus Life managed housing at any time during the academic year or during university breaks. Bicycles should be registered with University police and secured to bicycle racks outside the buildings. Do not lock bikes to fences or handrails. Visit University Police headquarters to obtain a bike lock. All bicycles are expected to be moved after the halls close in May. Failure to do so will result in the bikes being removed and donated to charity.

C. Damages

1. Damages (e.g., vandalism, structural damage) in common areas, property, or grounds are prohibited.
2. Any damages, lost property, or unnecessary service or maintenance costs caused by the student through accident, neglect or intent are prohibited.
3. Damages to suite, room, or bathroom doors due to the use of double - sided tape, duct tape, bricks, or door stops are prohibited.

D. Decorations

1. Decorations are not permitted within 18 inches of fire safety equipment (extinguishers, smoke detectors, sprinkler system).

2. The use of double-sided tape or duct tape to hang decorations is prohibited.
3. Tapestries or other materials may not be hung to cover lighting.
4. Possession of signs belonging to the University or any municipality (local, state, or government) is prohibited. If signs are found in a room, the student and/or Fraternity may be subject to disciplinary action.
5. Students may not paint bedrooms in fraternity houses. Students who choose to paint their room will be assessed a \$700 repainting fee, charged to their student account. Ceilings and doors are not to be painted. Wallpaper is also prohibited.

E. Fog Machines

1. Fog and/or smoke machines of any kind are prohibited. If fire alarms are activated due to the use of fog and/or smoke machines, it will constitute a false fire alarm and a fine may be imposed.

F. Pets

1. No pets, other than gold or tropical fish, are permitted. Where any of the prohibited substances/items are found, such prohibited substances/items may be seized immediately.

G. Tobacco

1. Use of all tobacco products are prohibited on and in all University property. Additionally, possession of such smoking devices as hookahs, water pipes, or any other type of smoking aid is prohibited. When prohibited items are found, such prohibited items will be seized immediately.

H. Other

1. The University prohibits hot plates, toasters, grills, or other gas devices, griddles, and open flames, including candles and incense.

I. Weapons

1. The University prohibits the possession or storage of any firearm or deadly weapon.
2. The University prohibits the possession or storage of fireworks or any other explosive and/or toxic materials. Where any of the prohibited substances/items are found, such prohibited substances/items may be seized immediately.

Damages

I. Common Room / Property Damages

- A. At the start of each academic year, the House Manager will complete a condition report for all common areas within the house. Copies of this document will be filed with the House Manager and Campus Life for the duration of the housing contract. The House Manager and Campus Life will coordinate a monthly walk-through of all common areas and reassess the condition of the house.
- B. Damages (e.g., vandalism, structural damage) in common areas, property, or grounds will be billed to the Fraternity.
- C. For Fraternity chapters, failure to pay such bills in a timely manner may result in the restriction or loss of Fraternity privileges. In addition, the University reserves the right to assess fines above replacement or repair costs for abuse of University property.
- D. Damage to houses that are not housing a recognized Fraternity may be split up and billed to the residents within the building, if the responsible party for the damage cannot be ascertained.

II. Individual Room Damages

- A. The student agrees to pay for any damages, lost property, or unnecessary service or maintenance costs caused by the student through accident, neglect or intent.

- B. When more than one resident occupies the same room and responsibility for damage or loss in the room cannot be ascertained by Campus Life, the cost of repair and/or replacement may be assessed equally among the residents.
- C. In addition, the University reserves the right to assess fines above replacement or repair costs for abuse of University property.

Fire Safety and Inspections

- I. House safety inspections are to be coordinated by the House Manager two to four times per academic year. Annual inspection by the Clayton Fire Department will also occur (some inspections may include individual rooms as is dictated by the Clayton Fire Department).
- II. At the start of each semester the Mouse Manager will present emergency evacuation procedures to the entire chapter. The evacuation plan will be conspicuously posted on each level of the Fraternity house.
- III. Campus Life conducts Monthly Walk Through Inspections with the House Manager, House Keeping Supervisors, and Facilities Management to ensure all Fire Safety regulations are adhered to.
- IV. Fire Extinguishers are checked monthly by Facilities Management and replaced, as needed.
- V. Tampering with any life/fire safety equipment is a violation of federal law. All residents are expected to abide by fire code regulations. Where prohibited items are found, such prohibited items may be seized immediately.
- VI. Fireplaces in houses 1, 2, 3, 4, 5, 6, and 7 have been permanently closed and are not to be used.

Liability

- I. Fraternity Liability: The University assumes no responsibility for loss of or damage to Fraternity property that occurs in its buildings, on its grounds, prior to, during, or subsequent to the terms of this contract. Insurance for specific items may be provided by Campus Life at its discretion and at the request of the House Manager.
- II. Student Liability: It is strongly recommended that all personal belongings be insured through the parent/guardian homeowner's insurance or through a rental insurance plan. The student is responsible for the condition of the assigned bedroom and all furnishings, and shall reimburse the University for all the damages to, or loss of, these furnishings beyond ordinary wear and tear. In addition to being responsible for the furnishings in an assigned room, no University owned furniture may be removed from the room.
- III. University Liability: Although precautions are taken to maintain adequate security, the University assumes no responsibility for injury to persons, or loss of or damage to items of personal property that occurs in its buildings, on its grounds, prior to, during, or subsequent to the terms of this contract.

Services

- I. Bedroom Furniture: The following furniture may be provided for each signed contract, if available: bed frame, mattress, desk, desk chair, bookcase and dresser. All provided bedroom furniture must remain in the bedroom during the contracted period and present in the bedroom upon vacating.
- II. Food Service: Residents must select from one of the meal plans that Dining Services provides. While several of the houses do contain a full - service kitchen, Campus Life owned properties will not have a meal service within these kitchens. Any food items (i.e. spices, flour, beverages, etc.) perishable or non-perishable left in the kitchens after May 10, 2018 at 5:00 PM will be disposed of and if possible, donated to a local food bank.
- III. Housekeeping Services: Common space and common bathrooms within the house will be cleaned on a regular basis by housekeeping staff. Housekeeping staff may provide special cleanings of common areas during university breaks. Individual rooms will be cleaned over the summer. If a student's room has a

private restroom, the occupants are responsible for cleaning the restroom, and may at the occupant's discretion request for housekeeping to clean the restroom at the cost to the occupant(s). If at any time housekeeping staff deems that an area within the house is beyond normal cleanliness, they will inform the House Manager, along with Campus Life, and will not proceed with cleaning until appropriate measures have been taken within the house by the residents to restore the space to its original condition.

- IV. Personal Storage: Personal belongings should not be left in the houses over the summer unless authorized by Campus Life. The University assumes no responsibility for theft or damage to items left in the Fraternity house during the summer. Failure to remove belongings at the end of the term of occupancy shall constitute an abandonment of that property and Campus Life, at its discretion may dispose of such property and bill such costs accordingly.
- V. Routine and Requested Maintenance: University maintenance personnel are responsible for ensuring a safe and fully functional living environment. The House Manager is solely responsible for communicating specific maintenance requests (for common areas and bedrooms) to Campus Life. The submission of a work order is considered authorization for maintenance personnel enter an individual's room.
- VI. University Access to Building: Authorized University or Campus Life personnel retains its right to search your room to enforce University policy, address health or safety concerns, and/or for other institutional purposes. For all other instances authorized University or Campus Life will give 24 hour notice before entering your room. This will be communicated through your chapter's House Manager. Campus Life may enter any common space of the chapter houses without notification in the performance of his/her duties. Individual rooms and common areas will be inspected over Winter Break and common rooms will be inspected during Thanksgiving and Spring breaks.
- VII. Utilities: The University agrees to provide each building with the basic utilities consisting of heat, hot and cold water, and electricity. Temporary interruption of such services shall not constitute grounds for cancellation of the contract or a partial refund of the room charges. Cable TV and Wireless/Ethernet is included in the room rates.