

Washington University 2018-2019 Residential 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.

1. CONTRACT TERM

The term of this contract is for both the fall of 2018 and spring of 2019 semesters. For incoming freshman, the term of the Contract includes the fall semester from August 23 – December 20, 2018 and spring semester from January 11 – May 9, 2019; for all returning upperclassmen students, the term of the Contract includes the fall semester from August 25 – December 20, 2018 and spring semester from January 11 – May 9, 2019 (except as otherwise provided for graduating seniors in Section 4(f) below). The beginning and end of the Contract term as specified herein for each class of students are referred to as the “Move-in Date” and the “Move-out Date,” respectively.

- A. Students requiring accommodations before or after the Move-in Date or Move-out Date must request approval from the Office of Residential Life. Submitting a request form does not ensure that your request will be approved or that a student will be allowed to stay in their current room.
- B. Early Arrival Stays must be requested between July 1 – 31st, 2018 for an arrival from August 15-23rd, 2018.
- C. Late Stay Stays must be requested between April 15-30th, 2019 for a stay from May 10-19th, 2019.
- D. If approved by the above deadlines, a fee of \$50.00 per day will be charged to the student’s account for each additional day of occupancy.
- E. Requests received after July 31st, 2018 for fall and after April 30th, 2019 for spring, if approved will be assessed a penalty of \$250.00 plus the \$50.00 per day fee.
- F. Students wishing to stay in their current assignment during Winter Break from December 20, 2018 to January 11, 2019 must make a request for their stay from December 1-15, 2018 and be granted approval in order to stay. Anyone requesting approval to stay over winter break after the December 15th, 2018 deadline will be assessed a penalty of \$250, if approved.

2. ROOM AND BOARD CHARGES AND PAYMENT

Room and board charges may be paid in full for the year or on a semester basis with payment due on the same date as tuition. Any requests for exception to this policy must be directed in writing to the Office of Residential Life.

3. APPLICATION FEE

No Room and Board Application will be accepted by the Office of Residential Life without an accompanying, advance housing payment:

- A. Freshman and transfer students: \$250.00 non-refundable
- B. All returning upperclassmen students: \$450.00. (Note: Returning upperclassmen who receive financial aid or scholarship may be exempt from providing payment).
- C. The fee will be applied towards the student’s balance owed for the upcoming semester.
- D. Any student who enters into a housing contract must be able to provide proof of enrollment to the Office of Residential Life within seven (7) days after classes begin.

4. OCCUPANCY

- A. Only undergraduate students enrolled full-time in the day division program in the Schools of Arts & Sciences, Engineering & Applied Sciences, Business, Art or Architecture are permitted to reside in Residential Life managed housing.
- B. Students taking a leave of absence during the semester must vacate their current room within three (3) days of the approval of that leave.
- C. Building and room assignments will be made at the discretion of the Office of Residential Life. By turning in this application for Residential Life managed housing, you are agreeing to accept an assignment in any Residential Life managed housing.

- D. Failure to occupy an assigned room on or before the first day of classes or failure to give advance notice of late arrival may result in that particular room being assigned to another student.
- E. During winter break, rooms in Residential Life managed housing may not be occupied except with the express consent of the Office of Residential Life.
- F. Students must remove all belongings from their rooms on the Move-out Date or upon cancellation of the Contract.
- G. Failure to remove one's belongings from a room at the end of the term of occupancy shall constitute an abandonment of that property. The Office of Residential Life may then dispose of the property as it sees fit and the student who left the property shall be responsible for the cost of removing it and the related maintenance.
- H. Graduating seniors will be permitted to remain in Residential Life managed housing until 12 p.m. on May 19, 2019.
- 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/apartment mates and the completion of a "Guest Registration Form." Upon arrival of a permitted guest, the student host must notify the Resident Advisor of the floor and the Residential College/Community Director of the building. No guest may be housed in a lounge or any other public area in University housing. Guests are subject to the same rules and regulations as all residents. 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.
- J. The Office of Residential Life reserves the right to restrict visitors and/or suspend the guest policy in its sole discretion.

5. 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 as specifically authorized by the Residential College/Community Director ("RCD") of the applicable building. Only one student-initiated room change may be made each semester. Requests to change rooms for the spring semester are due by October 20, 2018.
- B. The Office of Residential Life reserves the right to assign any open space or spaces which become available throughout the academic year as it deems necessary.
- C. Administrative room re-assignments may be made if the Office of Residential Life deems it necessary for the benefit of an individual or group, or for more efficient operation or maintenance of University housing. In case of administrative re-assignment, the resident's account will be adjusted in accordance with the rate of the new room.
- D. In the case of conduct deemed to be dangerous or disruptive, the University may require that the student immediately vacate Residential Life managed housing. The student will be charged for room and board through the end of the semester.

6. SERVICES AND FURNISHINGS:

- A. The Office of Residential Life 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 nor a partial refund of the room charges. For students assigned to the residence halls, any disputes as to whether adequate services are being provided will be addressed by the RCD.
- B. The general upkeep of the private living areas in each building is the responsibility of each student. The general upkeep of the public areas is the responsibility of the Office of Residential Life. However, in the University Apartments or Greek Houses, the residents occupying a unit are required to maintain the living room, hall, restroom, and kitchen of the suite/unit in a reasonable manner.
- C. The University does not provide insurance for student's property and does not accept responsibility for theft or damage to the personal property of the student except where theft or damage arises out of the University's negligence in maintaining the premises.
- D. On or before the Move-out Date students must return all keys/key cards issued to him/her by the University. If a student loses a key/key card or otherwise fails to return keys at the end of the Contract period the student will be charged for the cost of a new lock(s). Students are not permitted to duplicate keys. Failure to abide by this rule will result in a fine and a charge for a replacement lock.(we need to start charging this or put in the lost key fee)

7. UNIVERSITY ACCESS TO ROOMS

- A. Authorized University or Residential Life personnel may enter any space at any time for emergency repairs or other emergency conditions. After 24 hours advance notification, authorized University or Residential Life personnel may enter any space at any time for the purpose of inspection or maintenance.
- B. When a maintenance request is submitted, this request is considered authorization for maintenance personnel to enter the space for repairs within a reasonable amount of time.
- C. Advanced notice is not required where verbal consent is given by an occupant of the room or where a valid search warrant has been issued.
- D. The University and Residential Life reserves the right to search your room to enforce University and Residential Life policy, address health or safety concerns and/or for other institutional purposes.

8. RULES AND REGULATIONS

During the entire time that a student occupies Residential Life managed housing the student must comply with all rules and regulations of the University as well as those rules and regulations established by the Office of Residential Life, which may be found at <http://reslife.wustl.edu>. All rules and regulations of the University and the Office of Residential Life are incorporated into the Contract by reference. In addition, the student must comply with all federal, state, and local laws. Failure to comply with such policies shall constitute a breach of the Contract.

9. DAMAGE AND COSTS:

Student agrees to pay for any damages, lost property, or unnecessary service or maintenance costs caused by the student to University and Residential Life managed housing through accident, neglect or intent. When more than one resident occupies the same room/suite or apartment and responsibility for damage or loss in the room/suite or apartment cannot be ascertained by the University or the Office of Residential Life, the cost of repair and/or replacement may be assessed equally among the residents. In cases of loss or damage to common areas of the building, defined as being those areas not assigned to an individual or group, the cost of repair and/or replacement may be assessed equally among the residents. Disputes between the University and students will be resolved to the extent possible by the Office of Residential Life. In addition, the University and the Office of Residential Life reserve the right to assess the fines referenced above and to charge students replacement or repair costs for abuse of University property.

10. CANCELLATION OF CONTRACT BY STUDENT

- A. All requests for cancellations of the Contract shall be made by filing a Room Cancellation Request (form available on WebSTAC through the Wash U Housing Portal). The Office of Residential Life will have the sole authority and discretion to allow a student to cancel the Contract and thus the submission of the request does not guarantee a release from the contract. The housing cancellation deadline is **March 31, 2018**. Students may cancel their housing, for any reason, by this deadline. Cancellations after the final 2018-2019 cancellation deadline (**March 31, 2018**) are accepted only for specific reasons as outlined below. These Terms and Conditions are a commitment for both **Fall and Spring Terms**. Please note the following housing cancellation deadlines and related fees are **non-negotiable**. Cancellation fees are applied equally according to the published schedule and are never waived or applied to other balances. As a reminder, students with housing guarantees are guaranteed placement within University provided housing. They are not guaranteed building locations, room types, room rates or roommates.
 - a. In the case of a student that is approved to cancel the Contract, the cancellation fee will be assessed as follows:
 - i. For the fall semester
 1. Approved by May 15, 2018, will be charged a \$500 cancellation fee.
 2. Approved between May 16, 2018 and June 15, 2018, will be charged a \$750 cancellation fee.
 3. Cancellations received after June 15, 2018 will not be permitted. The Housing License is a 9-month financial commitment for the full academic year, both the Fall and Spring Terms. Only school approved cancellations will be accepted after June 15, 2018.
 4. School approved cancellations (i.e.: withdrawals, deferrals and leaves of absence)

received after June 15, 2018 will be charged a \$1,000 cancellation fee.

- ii. For the spring semester – new applications only.
 1. Approved by November 15, 2018, will be charged a \$500 cancellation fee.
 2. Approved between November 16, 2018 and December 15, 2018, will be charged a \$750 cancellation fee.
 3. Cancellations received after December 15, 2018 will not be permitted. The Housing License is a 4-month financial commitment for Spring Term. Only school approved cancellations will be accepted after December 15, 2018.
 4. School approved cancellations (i.e.: withdrawals, deferrals and leaves of absence) received after December 15, 2018 will be charged a \$1,000 cancellation fee.
- B. The following reasons are generally not grounds for cancelling the Contract: roommate disputes, dissatisfaction with location of assigned room, vacancies left by roommates/suitemates, dropping below full or part-time status, or desire to live off-campus (non-Office of Residential Life managed housing).
- C. Prorated refunds of room and board charges will be made to any such resident if they vacate their room by October 20th, 2018 for Fall and March 20th, 2019 for Spring each semester. The prorated funds shall be returned to the student less the \$500.00 cancellation fee.
- D. All requests for release for second semester must be received by the Office of Residential Life on or before November 15, 2018.

11. TERMINATION OF CONTRACT BY THE UNIVERSITY:

- A. The University, through its Office of Residential Life, may terminate the Contract in its sole discretion for the following reasons: Suspension or expulsion of a student from the University; substantial interference with the rights of other residents to use the facilities, including conduct of a student that is dangerous or disruptive to their self, another person or persons; intentional or negligent property damage; violation of any University rules or policies; or failure of the student to comply with terms and conditions/rules and regulations stated herein.
- B. In case of such cancellation, the University will, in person or by certified mail, deliver written notice or email to the student at least one week in advance, stating the hour and the date of cancellation whereupon the student must vacate the room. In the case of conduct deemed to be dangerous or disruptive, the University may demand that student immediately vacate the room without prior notice.
- C. In the event that the University cancels a student's Contract, the University will have the sole authority and discretion to determine if a refund shall be given, and the amount of the refund, if any. Any refund given will then have the applicable cancellation fee deducted from it.
- D. The student must settle all debts with the University before any refund will be made.

12. CANCELLATION OF CONTRACT FOR OTHER CAUSE:

- A. If the accommodations assigned to the student are destroyed or otherwise rendered uninhabitable and the University does not furnish the student with similar accommodations, the Contract shall terminate and charges shall be prorated on the basis of the period for which accommodations were made available to the student. In such circumstances, the \$500.00 cancellation fee will not apply.
- B. Notwithstanding anything herein to the contrary, any occurrence that prevents the University temporarily from rendering full performance under the 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 another employer) - shall not constitute grounds for cancellation of the Contract by the student.

13. FOOD SERVICE

- A. The 2018-2019 food service meal plan descriptions and prices can be found at <http://diningervices.wustl.edu> and are incorporated into the Contract by reference. Meal plan service includes the fall semester from August 23 – December 20, 2018 and spring semester from January 11 – May 9, 2019. Check the Dining Services website for hours of service during breaks.
- B. All students are required to purchase a meal plan. Minimum meal plan purchase requirements can found at <http://diningervices.wustl.edu>. The requirement to purchase a meal plan may be waived by University

Dining Services only under exceptional circumstances.

- C. After selecting a meal plan, students wishing to change their meal plan may do so once during either (i) the first four (4) weeks of the fall semester **or** (ii) the first two (2) weeks of the spring semester.
- D. Meal points will be disbursed and billed at the beginning of each semester in equal parts. If a meal plan is not sufficient to cover the entire academic year, students may purchase Bear Bucks. Unused meal points expire at the end of the academic year, except for those students who graduate in December or study abroad in the Spring semester, in which case points expire at the end of the Fall semester.
- E. Meal cards must be presented at food service outlets.
- F. Students do not receive a refund for unused portions of a meal plan.

14. BEAR BUCKS (Does not include meal plan funds)

- A. Once an account is established, a student will continue to have an account as long as he or she remains a student of the University.
- B. Students can purchase Bear Bucks on WebSTAC and/or the housing application and their student account will be charged. Students are not permitted to charge more than \$1,000 per semester on WebSTAC. Bear Bucks can also be purchased using a debit/credit card through GET FUNDS on the <http://card.wustl.edu> website. Funds placed on account roll over from semester to semester, and year to year. Refunds, less an administrative fee, are only permitted when the individual separates from the institution.
- C. Funds placed in Bear Bucks may be used for a variety of services on and off of campus. For a full listing of vendors who accept Bear Bucks as well as spending limits by location please visit – <http://card.wustl.edu/>
- D. Undergraduate meal plan funds may not be transferred to Bear Bucks.

15. MISCELLANEOUS PROVISIONS

- A. A student signing the Contract is legally responsible for the payment of housing and meal plan charges established by Section 2 of the Terms and Conditions of Occupancy. Nonpayment of housing charges will result in automatic withholding by the University of a Student's Grades, transcripts, registrations or other University documents.
- B. The Contract is valid only for the student who signs it and the Contract cannot be assigned or transferred, nor shall the accommodations or any part thereof be sublet by the student.
- C. The Room and Board Application does not become a Contract until it is approved and signed by an appropriate University official.