ROOM ASSIGNMENTS: Room assignments are made without discrimination on the basis of race, color, creed, religion, national or ethnic origin, ancestry, military status, veteran status, disability, sex/gender, sexual orientation, gender identity, genetic information, disability, familial status or any other protected category under applicable local, state or federal law, ordinance, or regulation. Housing is only provided for the enrolled Student. Assignments for new students are made on a first come basis, with consideration for information provided in the Housing Survey and pairing students of the same gender category under applicable local, state or federal law, ordinance, or regulation. Returning Students select their own room assignments through the Housing Selection process each spring. The University provides a living unit space that includes personal residence or student and University-owned houses and apartments. Rates are related to specific units/properties and occupancy and are published online annually after Board and administration approval.

PROPERTY: The University provides furniture in residence hall rooms and the Keller/Sprecher apartments. University houses and apartments are equipped with full kitchens. The Student accepts full responsibility for the University-installed furnishings and fixtures in the room at the time the Student checks into the room and any furnishings or fixtures added to the room by the University for the duration of this Agreement. University-issued furniture and appurtenances, equipment and fixtures therein, in a clean and sanitary condition and in as good a condition as when the Agreement began, excepting normal wear and tear expected. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident or abuse. Student must have junior standing as defined by the Registrar to be eligible for University-owned houses and apartments. Rates are related to specific units/properties and occupancy and are published online annually after Board and administration approval.

LIMITATION OF LIABILITY: University is not responsible for loss or damage to person or property occurring on or about the residential property. Student hereby releases, discharges, waives any rights of recovery against, and covenants not to sue the University (including its directors, officers, trustees, agents and employees) for any loss or damage to person or property occurring on or about the residential property, including claims of bodily injury or death, whether caused by the negligence of University, its agents or employees, its invitees or licensees or any other person, if the University has been invited to the residential property or facilities that has been involved in a “trespass” orders. Students may not host or not consent to any living unit, street, or block parties without written permission from Residence Life. The

2021-2022 ROOM AND BOARD AGREEMENT
Residence Life · PO Box 720 · Springfield, OH 45501

OCCUPANCY REQUIREMENTS AND RESTRICTIONS: All full-time undergraduate Students are required to live in University housing and participate in the associated required meal plan. Full-time registration during any academic year constitutes acceptance of the Room and Board Agreement. The University has the right to require a written or verbal statement from the student that designates the student’s agreement to be occupied by any Life or their designee to be released from this requirement. Any Student seeking exemption from the housing requirement must complete and submit a Housing Release Request to Residence Life at least 30 days prior to the start of the academic term. Housing release is limited to: 1) Students commuting from the primary residence of their parent/legal guardian within a 30-mile driving distance of campus; 2) Students who are married or have dependents in their care; or 3) Students residing in a University-recognized fraternity or sorority house. The University reserves the right to refuse housing privileges to any person at any time. By signing this Agreement, the Student grants the University the right to conduct a criminal background check on the Student at any location at which the Student resides during the University Agreement. The University reserves the right to cancel a Student Agreement if the Student either violates the terms of the Agreement or is not in compliance with the Student Handbook from University housing based on a criminal history or conduct. This provision does not require the University to perform a criminal background check on any Student.

LENGTH OF AGREEMENT: This Agreement is in effect for both Fall and Spring semesters, or the remaining portion of the academic year if the Student moves out of residence hall during the academic year and is not eligible to move back into residence hall without the written permission of the University. Spring semester cancellations are not permitted unless the Student graduates, withdraws from the University, or is participating in an approved academic program curriculum with special location needs (i.e. study abroad, Student teaching, etc.). Requests for Spring semester cancellations must be made in writing to the University’s Office of Residence Life. The deadline for cancelling the Spring semester portion of this Agreement and the student agrees to vacate University housing: (a) within 24 hours after the Student’s last examination, or within 24 hours after termination of the Agreement, unless an exception is granted by the Associate Dean for Residence Life or their designee; or (b) On or before the date and time specified by Residence Life as University housing closing; unless an extension is granted. The term of this Agreement and Student’s right of occupancy does not include any period that the Student is not enrolled or does not have permission to be in residence hall on University property. To avoid the cancellation of one, the Student then has been charged for the vacant space or be forced to move to a space more suited for their number.

BOARD PLAN: The Student agrees to purchase an approved board (meal) plan. All students assigned to a residence hall can select either Carter Plan 1 or 225 Flex. If the Student does not specify a preferred board plan, one will be assigned by the University. Meal Plan selections are for the entire academic year. Students who wish to alter their meal plan must complete the on-line meal plan adjustment form before 11 a.m. on the fourth day of classes for that semester. Students who fail to change their meal plan before the deadline will receive the meal plan assigned by the University. Meal plans are reset each semester and there is no refund for missed meals or remaining bonus points at the end of the previous semester. Please refer to policies published in the Student Handbook and posted on the Dining Services website for further details and a complete schedule of meal availability. Food service is not available during University breaks. The University reserves the right to cancel housing assignments at any time for any reason, including but not limited to, a Student being assigned to a different room or canceling housing plans at any time. The University will not be responsible for loss, or damage to University property as a result of facility condition (i.e., water damage to a student’s property through published process.

ROOM ASSIGNMENTS: Room assignments are made without discrimination on the basis of race, color, creed, religion, national or ethnic origin, ancestry, military status, veteran status, disability, sex/gender, sexual orientation, gender identity, genetic information, disability, familial status or any other protected category under applicable local, state or federal law, ordinance, or regulation. Housing is only provided for the enrolled Student. Assignments for new students are made on a first come basis, with consideration for information provided in the Housing Survey and pairing students of the same gender category under applicable local, state or federal law, ordinance, or regulation. Returning Students select their own room assignments through the Housing Selection process each spring. The University provides a living unit space that includes personal residence or student and University-owned houses and apartments. Rates are related to specific units/properties and occupancy and are published online annually after Board and administration approval. Student assumes full responsibility and liability for the behavior and actions of their guests, whether the guests are University Students or not. Guests are not permitted to cohabitate with residents. Students also may not invite or host any person on or within University property or facilities that has been involved in a “trespass” orders. Students may not host or not consent to any living unit, street, or block parties without written permission from Residence Life. The
Student will act and require other persons on the residential property with Student's express or implied consent to act in a manner that will not disturb Student’s neighbors’ peaceful enjoyment of their neighboring residential unit or property. All University housing is smoke-free. The University may terminate this Agreement at any time for violation of residence hall regulations, or for conduct which is detrimental to the Student, other residents, or the community living environment.

CHECK-IN AND CHECK-OUT PROCEDURES: Every University housing Student is responsible for checking in and out properly. Check-in: The student must complete the move-in room condition report (RCR) to Residence Life staff within 24 hours of key issuance. This RCR will be used in determining whether the Student has caused damage to University facilities or property beyond normal wear and tear. If the Student fails to complete a RCR, the Student may lose the ability to appeal damage charges. Check-Out: The Student must make a checkout appointment with a Residence Life staff member to review closing procedures and the damage assessment process and return the room key. The room will be inspected by Residence Life staff before final determination of damages is made. Residence Life has the right to assess charges based on the room’s condition, the information on the RCR, and whether or not the Student checked out properly. Failure to check out properly will result in a fine. If a Student does not return the room key there will be a charge for a lock change. If the Student fails to vacate within 24 hours, the University reserves the right to remove the Student’s belongings, change the locks at the Student’s expense, and/or treat the Student as a trespasser. Termination of the University room and board agreement does not terminate the Student’s obligations under this Agreement. The University also may cancel this contract if a disaster, fire, Act of God, or other event shall prevent performance.

TERMINATION AND REMOVAL: The University may terminate this agreement before the end of its term if the University determines that: 1) the Student ceases to be a full-time enrolled student or ceases to attend classes without University approval; 2) the Student is delinquent in payment of their Student account; 3) the Student’s behavior demonstrates disregard for the community members or facilities; 3) the Student has violated any term of this agreement or any University rule, regulation, or policy; or 5) the Student is, or is required to be, a registered sex offender pursuant to any federal, state, or local law or has been convicted of or pled guilty to a felony or misdemeanor offense including, but not limited to, assault, rape or any violent crimes, or the use, possession, sale, transportation, or distribution of a controlled substance. Any resident whose agreement is being terminated for other than disciplinary reasons will receive written notice of termination with a hearing date before the Associate Dean for Residence Life, or the Associate Dean’s designee, whose decision shall be final. In all other instances, the Student Code of Conduct shall govern the hearing and removal process. If the Student fails to vacate their room or housing after receiving notice of removal, if the Student is disruptive in any way during that period, the Student will be required to vacate immediately. If the Student fails to vacate within 24 hours, the University reserves the right to remove the Student’s belongings, change the locks at the Student’s expense, and/or treat the Student as a trespasser. Termination of the University room and board agreement does not terminate the Student’s obligations under this Agreement. The University also may cancel this contract if a disaster, fire, Act of God, or other event shall prevent performance.

REFUND POLICY: After the Student receives the room key OR housing opens for the semester, the Student will be liable for all room charges due under this Agreement for the semester, regardless of whether the Student resides in the room or not, for any reason. Students who withdraw from the University within the semester must move out of University housing within 48 hours following the exit interview. If leaving at the end of the semester, the move-out closing schedule is followed. Exceptions must be approved by the Associate Dean for Residence Life, which exceptions may be granted in the sole and absolute discretion of the Associate Dean for Residential Life or the Associate Dean’s designee. Before leaving campus, Students must check out of their room with the appropriate staff member (AC or RA). Upon checking out, Students must turn in the appropriate paperwork along with their room key. If Students do not follow this procedure, the University reserves the right to charge a fine for failure to comply. The University reserves the right to charge a charge for a lock change. If the Student fails to vacate within 24 hours, the University reserves the right to remove the Student’s belongings, change the locks at the Student’s expense, and/or treat the Student as a trespasser. Termination of the University room and board agreement does not terminate the Student’s obligations under this Agreement. The University also may cancel this contract if a disaster, fire, Act of God, or other event shall prevent performance.

CAPITALIZED TERMS: Capitalized terms not otherwise defined in this contract have the same meaning as specified in the University Student Handbook.

SEVERABILITY: The invalidity of any provision of this contract shall not affect the other provisions of this contract, and this contract shall be construed in all respects as if any invalid portions were omitted.

In the section of the Housing Intention form:

IMMUNIZATION DISCLOSURE: The state of Ohio and Wittenberg University require that students residing in on-campus housing must submit the following vaccination documents. Please note that Ohio law does not require vaccination of the student, nor does it require the institution to provide or pay for any vaccination. For more information about these infections and vaccinations, please visit: https://www.odh.ohio.gov/odhprograms/bid/immunization/collegeimm.aspx. In compliance with this requirement, please indicate the following:

A: Meningitis

Meningococcal meningitis is a rare but potentially fatal bacterial infection of the brain and spinal cord.

- I have received the meningococcal meningitis vaccine(s); Date(s) of vaccination: __________ Type(s): A B C Y
- I have not received the meningococcal meningitis vaccine

B: Hepatitis B

Hepatitis B is a serious infection of the liver that can lead to chronic liver disease or cancer of the liver.

- I have not received the Hepatitis B series (three injections); Date of vaccination: __________ Type(s): 1 2 3
- I have received the Hepatitis B vaccine

C: COVID-19

- I have received the COVID-19 series (two injections); Date of vaccination: __________ Type(s): 1 2
- I have not received the COVID-19 vaccine

By signing below, the Student (or if under eighteen, both the Student and the Student’s parent or Legal Guardian) acknowledges that the Student (and Parent/Legal Guardian) has/have read the Agreement and agree to the Agreement’s terms and to comply with other rules and regulations enumerated in the Student Handbook, Residence Life policies, or other governing University documents.

Signature of Student ______________________________ Date __________

If Student is under 18:

Signature of Parent/Legal Guardian ______________________________ Date __________