



# SUMMER 2020 ROOM AND BOARD AGREEMENT

Residence Life · PO Box 720 · Springfield, OH 45501

Student Name:

ID:

Cell Phone:

Summer Room:

Housing Dates:

Number of Weeks:

Total Room Cost:

Number of Meals:

Total Meal Plan Cost:

**OCCUPANCY REQUIREMENTS AND RESTRICTIONS:** Only Wittenberg students engaged in University-related activity (enrolled in classes, working on-campus, or completing internship or community service requirements, etc.) are eligible for summer housing. 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 time, either prior to room assignment or during the term of this Agreement. The University reserves the right to deny or immediately remove a Student from University housing based on 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 limited to the dates specified above; if any alteration is needed, the request must be sent to Residence Life in writing at least 2 weeks in advance of the dates requested. Students are eligible to move into their University assigned space on the date published by the University. The Student agrees to vacate University housing (a) within 24 hours after termination of the Agreement, or (b) on or before the date and time specified by Residence Life as University housing closing (end of term), or (c) the end date specified above, whichever occurs first, unless an extension is granted by the Associate Dean for Residence Life or their designee. The term of this Agreement and Student's right of occupancy does not include any period in which the Student has been removed from housing for any reason.

**BOARD PLAN:** Students in New Hall are required to purchase a meal plan appropriate for their time in campus housing. If the Student does not specify a preferred board plan, the University will assign the corresponding minimum plan as published online. On-campus dining is available seven days per week beginning with dinner Sunday, May 17, excluding Memorial Day and the Independence Day holidays. Hours and locations may vary throughout the summer and are published at the Benham-Pence Student Center. There is no refund for meals not used during the summer and meals do not carry over to the fall semester. Boxed meals are also available, with advance notice. 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.

**ROOM ASSIGNMENTS:** Room assignments are made without discrimination on the basis of race, color, religion, national origin, ancestry, military status, disability, sex, sexual orientation, or familial status. Summer room assignments in New Hall are double occupancy; Sprecher/Keller units will be filled to occupancy (individual bedrooms are single occupancy). Traditional Witten'Burbs units are limited to students assigned to those spaces in both Spring 2020 and Fall 2020 based on facility needs. University houses/apartments may be assigned up to occupancy based on University needs. The University provides a living unit space and does not guarantee the Student any particular room or specific accommodations. **The University reserves the right to consolidate, alter, or cancel housing assignments at any time.** All room changes must be requested through and approved in accordance with the published Room Change policy. Students with vacancies are not permitted to refuse a roommate. Students with vacancies who deter or refuse roommates will be charged for blocking the vacant space or be forced to move to a space more suited for their number.

**RATES & REFUNDS:** After the Student receives the room key OR housing opens for the Term, the Student will be liable for all room charges due under this Agreement for contracted dates, regardless of whether the Student resides in the room or not, for any reason. Summer housing for 2020 is \$500 per month. The housing rate is prorated by week (a week is Monday-Sunday) based on the contracted dates above and the actual check-in and check-out dates; failure to follow contracted check-in and check-out dates will result in additional charges. The Student is considered the occupant and assumes responsibility for the condition of the room and University property within and will accrue housing charges from the time of key issuance until the time of key return regardless of actual physical presence by the Student and/or their possessions. The Student may not loan the room key to anyone else at any time. The Student will be liable for all room charges for the contracted dates indicated above if s/he cancels their housing contract (voluntarily or involuntarily) at any point after receiving a key or housing opens for the term. The Student is responsible for making payments on the student account on time; financial aid is not always available or applicable to housing costs. These rates are valid only for the current academic year. The University does not guarantee that the rates will remain the same for future academic terms, or that particular board or housing options will be available. If, as a result of a Student disruption, energy shortage, or other cause, the President of the University or the President's designee, in that person's sole and absolute judgment, finds that it is in the best interests of the safety of Students and University personnel and/or University property to close down the University or any living unit, the Student agrees to vacate the premises upon request by University officials. In the event that the University is closed for reasons stated above, it is agreed between the parties that the University will not be held liable for any refund under this Agreement.

**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 fixtures must stay in the room. University-issued property cannot be stored at any time. **The Student is responsible for any damage to the individually assigned unit and common spaces within the hall, house, or apartment.** If those responsible for the loss of, or damage to University property cannot be ascertained, the amount of the loss or resultant repair will be leveled, on a pro rata basis against the entire house, apartment, hall, floor, or Student population, at the discretion of Residence Life. Furnishings and fixtures removed without written permission of the Associate Dean for Residence Life will be presumed lost, and the Student will be charged the full replacement cost for items missing from the room at check out. All of the Student's personal belongings must be kept in the Student's assigned space. The Student is responsible for ensuring that all personal property is removed at the time of checkout. If the Student moves out without notice or leaves property behind after move-out, the University reserves the right to remove the Student's belongings and change the locks at the Student's expense. Students who choose to bunk their beds do so at their own risk. Students who choose to rent lofts from the University approved vendor do so at their own risk. The University is not liable for accidents relating to bunk beds or rental lofts. Student agrees to keep the residential property, the 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 shall use reasonable diligence in the care of the residential property and shall be responsible for upkeep and cleaning as outlined by Residence Life policies. Student agrees to notify the University immediately of any potentially dangerous conditions or maintenance needs on or about the residential property through published process.

**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 (or alleged to have been caused by) the negligence of the University, its employees or agents. The University shall insure the building, but not its contents, against loss from fire and extended liability. The University does not insure student's property against loss, theft, and damage. University shall not be responsible for loss or damage

to any student-owned property as a result of facility condition (i.e., water damage to a student's computer or other property as a result of a room leak). The University strongly recommends that Students secure their own insurance coverage for protection against liability and loss of personal property.

**OCCUPANCY AND USE:** The Student must make arrangements with Student Financial Services regarding payment of their term bill in full prior to being issued a room key or moving belongings into the space. Failure to pay the Student account at any time could jeopardize the Student's ability to reside in University housing. **The Student is responsible for the condition of the assigned room and University property within it from the time of key issuance until the time of key return regardless of physical presence of Student and/or their belongings.** The Student may not loan any room or building key to anyone else at any time. If the Student is issued an elevator or entry code for any part of a University housing space, the Student may not share that code with anyone at any time. If the Student violates either of these security measures or otherwise jeopardizes the security of any University housing, the Student will be subject to a fine and possible referral to the conduct process. University housing may not be occupied by any other person than the Student named herein; the Student may not allow any other person to occupy or use the room beyond guest policy limits. The Student may not use any University housing for for-profit activities. If any Student occupies a room or residence without authorization any time before or after approved occupancy dates, a fine of \$50 per day will be imposed until the space is completely vacated. A room is not considered completely vacated until all belongings are removed and key is returned.

Students in houses and apartments shall pay for telephone, cable TV, and internet as in the Unit Specific Conditions. All utilities (electric, gas, water, sewer, and trash are included in the room rate. Excessive use or abuse of these services will result in additional charges to the student account. Pets are not permitted in any campus housing except within those outlined in the Residence Life policies. House and apartment residents wanting to bring in other appliances not already present in their unit (a/c units, laundry machines, additional refrigerators, etc.) must request permission in writing in advance and get approval from Residence Life and Physical Plant prior to bringing the appliance. The Student is responsible for appropriate, safe, and complete installation and removal. Any item or activity that the University deems at its own discretion potentially: (1) unsafe, (2) damaging to University property, or 3) permanently altering to University property is prohibited. Parking is permitted in University-designated areas only.

**CONDUCT EXPECTATIONS:** The Student must observe all rules, regulations, policies, and procedures set forth by the Board of Directors, Administration, Student Senate, Faculty, Residence Hall Association, or any other University body authorized to make rules, regulations, policies, or procedures. The 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 issued "no trespass" orders. Students may not host or 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 and return a 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 follow all checkout instructions provided by Residence Life (whether as a checkout appointment or as an express checkout) and return the room key by the move-out deadline. 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. The Student also shares responsibility for condition of the living unit's common spaces. The Student must remove all personal belongings from the room and common spaces at the time of checkout; any belongings left behind will be considered abandoned and the Student will be charged for the removal and disposal.

**ROOM ENTRY:** By signing this agreement, the Student specifically authorizes the Dean of Students, or their designee, a law enforcement officer, or any worker authorized by the University to enter the Student's room for the purposes of law enforcement, enforcing University policies, inspection, maintenance, repair, or wellness concern. The University also reserves the right to conduct regular fire and life safety inspections of living units and individual rooms during fire drills, hall closings, and throughout the academic year without notice. When a University employee acting in an official capacity knocks and identifies their self as such, the Student must respond to the knock by opening the door. If the Student is not present at the time, or does not respond, the University officials may key into the room. The Dean of Students, their designee, or a law enforcement officer may conduct a room search 1) to investigate suspected illegal activity, violation of University policies, and/or violation of health or safety regulations; 2) in case of emergency; or 3) to recover University property. The University reserves the right, for reason of individual or community safety or welfare, to authorize the immediate suspension of a Student or removal from University housing pending results of a hearing.

**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; 4) 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 removed from housing, the Student has 24 hours to vacate 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.

**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.

**IMMUNIZATION DISCLOSURE:** Ohio law requires that students residing in on-campus housing must submit a Meningitis and Hepatitis B vaccination status statement. Please note that this law does not require vaccination of the student, nor does it require the institution to provide or pay for these vaccines. It requires only disclosure of the vaccine status of the student. 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 W 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 received the Hepatitis B series (three injections); Date of vaccination: \_\_\_\_\_
- I have not received the Hepatitis B 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 \_\_\_\_\_

SAMPLE