

Washburn University Residential Living Room & Board Contract August 15, 2019 – May 8, 2020

PLEASE READ THE TERMS OF THIS ROOM & BOARD CONTRACT CAREFULLY BEFORE SIGNING.

Please print and return all copies of this contract to the Residential Living Office (if under the age of 18), 1801 SW Jewell Ave., Topeka, KS 66621 with \$300 (a \$200 prepayment and a \$100 damage deposit). If the contract is submitted after August 15, 2019 for the Fall semester, the balance due for the semester is to be paid at the same time.

I hereby certify that I have applied and have been accepted by the Director of Admissions for admission to Washburn University; and I hereby apply for room and board accommodations for the entire academic year, or for the remainder thereof. Rooms are rented to the resident, while in attendance, for the specific purpose of personal residence and may not be sublet or used by the resident or outside entities for any commercial purposes. This contract is not assignable or transferable.

I have paid the sum of \$300 to Washburn University as a \$200 prepayment applied to the first semester's room and board fees and a \$100 damage deposit, which will be held by the University until the resident vacates the residence hall. I have read the terms of this contract, including the section on charges for cancellation, and have reviewed the Room and Board Schedule of Payments and agree to abide by them. I understand and agree that this contract is in force for the entire academic year, or for the remainder thereof, and that I am financially responsible for meeting its terms as set forth in the Room and Board Schedule of Payments stated later in this contract. I further understand and agree that by failing to make full payment for all charges relating to this contract, I will be liable for any collection and/or attorney fees required to collect payment. I also understand that the room assigned to me will not be held after the first day of classes of the semester unless the Residential Living Office is notified and agrees to hold the room.

Room and board payments are due in full at the beginning of each semester. Charges for the residence halls will be added to the resident's account when the contract is accepted and fees are assessed. The last day to clear the Business Office for the Fall 2019 semester is August 30, 2019 and January 31, 2020 for the Spring 2020 semester. Late fees will apply after that date if the resident does not enroll in a payment plan. Payments can be made in person at the Cashier Window in Morgan Hall, via MyWashburn web portal (Financial Services tab, then click on WU-View) or through the mail if the resident has been accepted for admission and housing, and has advanced registered. The University accepts checks, cash, money orders, and debit cards over the counter. Online payments can be made by webcheck, debit card, or credit card (Mastercard, Visa, Discover, and American Express -- convenience fees apply to credit card payments). Any financial aid received by a resident must first be applied to tuition and fees, then to room and board. Residents are only billed for those dates in which housing is officially open (exception applies to Washburn Village residents, because it remains open for breaks) – see University Calendar.

PLEASE NOTE: This agreement shall not become effective until it is accepted and signed by appropriate University Officials. Washburn University will not accept Room and Board Contracts that have been modified.

I, the undersigned, hereby certify I have not been convicted of any crime in any jurisdiction, which would require registration under the Kansas Offender Registration Act and agree and covenant to make payment for my room and board according to the dates outlined above and provided in the Room and Board Schedule of Payments. I understand that I may make advance payments at any time during the term of the Room and Board Contract. I also agree to be responsible for all of the obligations provided for in this contract. I understand this is a license agreement providing me the right to occupy the residence hall subject to the terms of this agreement.

1. PERIOD OF CONTRACT

The room and board contract is made for the entire academic year, or for the remainder thereof, excluding those periods during which the residence halls and dining services will be closed. RESIDENCE HALLS: The residence halls will observe the following schedule during the 2019-2020 academic year:

<u>Fall Semester</u>	<u>Spring Semester</u>
Halls open: Aug 15, 2019, 9 am	Halls Open: Jan 9, 2020, 9 am
Thanksgiving Break: Nov 19 - Nov. 24	Spring Break: Mar 6 - Mar. 15
Halls Close: Dec 13, 2019, 6 pm	Halls Close: May 8, 2020, 6 pm

During all breaks, halls close at 6 pm on the beginning date and open at 9 am on the ending date. Rooms must be vacated no later than the deadline set by Residential Living. Residence halls are closed to all residents during break periods; however, special permission may be requested to stay or return early. If arrangements can be made and permission is granted by the Director, the hall's daily room rate will be charged for the days the room is occupied. During final examinations all residents must vacate 24 hours after their last final exam, unless they have approval for an extension.

2. ELIGIBILITY

Any student enrolled full-time at Washburn University and not required to register under the Kansas Offender Registration Act shall be considered eligible to live in a University residence hall. In the event a resident is no longer enrolled as a full-time student, the University will reserve the right to terminate this contract. In such a case, the resident may be required to vacate their room within 24 hours after ceasing to be enrolled full-time.

First-time first-year students are required to complete a housing contract and live on campus. Students may request an exemption for certain circumstances, which will be reviewed by appropriate Washburn University Staff and/or the Housing Appeals Board.

Washburn University requires all residents living in all University operated housing (Living Learning Center, Kuehne Hall, West Hall, Lincoln Hall, Phi Delta Theta House, and Washburn Village) to receive the meningitis vaccination prior to move in. To view the full policy, please visit the Health Services webpage.

3. PAYMENT

The room and board charges for the unit selected by the resident for the term of the license agreement are outlined in the payment schedule and may also be determined by adding the sum of the damage deposit, room charges, and meal charges.

Deposit: Residents are required to pay a deposit of three hundred dollars (\$300) online (or in the Residential Living Office by check or cash only) before their application will be processed. Two hundred dollars (\$200) of the deposit will be applied to the first semester charges for occupancy and will be non-refundable after June 1, 2019 (December 1, 2019 for Spring 2020 semester only residents.) One hundred dollars (\$100) is a damage deposit and is refundable upon the expiration of the term less any amounts required for repair of damage to the premises and/or debt owed to the University.

Payment Schedule: Room and board costs are due in full at the beginning of each semester. Room and board fees will be added to the statement of charges at the time tuition and fees are assessed prior to the start of each term. The last day to clear the Business Office for the Fall 2019 semester is August 30, 2019 and January 31, 2020 for the Spring 2020 semester. Late fees will apply after that date according to information posted on the Business Office web site. Payments may be made online through WU-View with a webcheck, debit card, or credit card (convenience fees apply for credit card payments), by mail, or in person at the Business Office with cash, check, or PIN-based debit card.

Financial Aid: Any financial aid received by the resident will first be applied to tuition and fees, then toward room & board costs. The resident is obligated for the amount due and owing for any housing and board costs assessed after application of financial aid.

Payment Deferral: If a resident cannot pay the entire balance of the semester's housing costs at the payment deadline installment plans are available via WU-View. Options are available for plans with three or four installments with more information about each available on WU-View or on the Business Office website.

Late fee: A late installment fee of \$25 will be assessed to the resident's account for each delinquent installment payment. The late installment fee applies only to residents enrolled in an installment plan. Residents with unpaid balances may have a hold placed on future transactions or enrollment with the University.

4. COMPLIANCE WITH REGULATIONS

All residents and their guests are expected to comply with all University rules and regulations concerning conduct of residents in the residence halls and at the University which are now in effect or which may be adopted by the University during the term of this contract, including, but not limited to the WASHBURN UNIVERSITY STUDENT CONDUCT CODE, the RESIDENTIAL LIVING HANDBOOK, and the STUDENT HANDBOOK/PLANNER. Copies of applicable policies, procedures and regulations may be obtained from the Residential Living Office or on the Residential Living Web site. The resident may be required to vacate their room and the residence halls for violation of University and/or Residential Living policies, procedures or regulations or acts contrary to federal, state, or local laws. In the event a resident is required to leave the residence hall, the contract cancellation charges per section 13, CANCELLATION CHARGES, will apply.

5. DINING SERVICES

Meal service begins the day after the residence halls open each semester and ends the last day of final examinations in December and May of the school year in which this contract applies. Meal service may be limited or not available during the following official University breaks during the 2019-2020 academic year: Fall Break, Thanksgiving Break, Semester/ Winter Break, and Spring Break. If the University closes due to inclement weather, Dining Services may run limited hours.

The board portion of this contract will be provided by Washburn University Dining Services. Dining Services operating hours are designed to offer service for three meals each weekday and the midday meal on Saturday and Sunday. The University reserves the right to change the location of meal service at any time.

All residents access their meal plan by use of the campus identification card called the iCard. Half the annual amount will be applied to each of the accounts at the beginning of the Fall semester. The second half will be credited to the accounts in the Spring semester. Residents have three weeks from the first day of classes in the Fall and Spring semesters to make changes to their selected meal plan. Changes cannot be made after the three-week grace period. Lost or stolen iCards should be reported immediately. There is a \$10 charge for replacement cards.

Unused Dining Dollars from the Fall semester will automatically stay on the account for the Spring Semester. Any remaining Dining Dollars unused at the end of the spring semester will be forfeited. Meal Swipes are used ONLY in Lincoln Hall and do not transfer from semester to semester. Bod Bucks remain on the account as long as the account holder is a registered student.

6. ASSIGNMENTS/WAITLIST

Room assignments are made in a nondiscriminatory manner, based on information provided in the online application. The University reserves the right to change the assignment of a resident when it is deemed appropriate. Whenever possible, the University shall accommodate a resident in making a change in their living assignment following an alleged sexual assault against them, if requested. Room changes will not be permitted until two weeks after the first day of classes each semester; extenuating circumstances may be discussed with the Director of Residential Living or their designee.

If there are not any available beds remaining upon application submission, the student will be added to a waitlist for any beds that become available. The student will be notified if there are no more beds remaining and if the waitlist is the only option. If a student wishes to not be added to the waitlist, the request must be received in writing or in person at the Residential Living Office and 100% of their deposit/prepayment will be returned (see sections 11-13 for further explanation). If an available space is offered after being added to the waitlist, then declined by the student, only the \$100 damage deposit will be returned; the \$200 prepayment will be forfeited.

7. CONSOLIDATION

At any time during the academic year, if a resident has requested a double occupancy room but does not have a roommate for whatever reason, the resident must select one of the following options:

- Choose to move to another half-filled room in the same complex (i.e., Kuehne Hall, Living Learning Center, West Hall, Lincoln or Washburn Village).
- Find another resident in a half-filled room who is willing to move into the room.
- Elect to pay the private room fee and retain the room privately for the remainder of the semester/academic year. This option is available only when there is space available. Private room fees will be calculated on a prorated basis.

If a resident is occupying a double room without a roommate and is not required to consolidate and does not wish to contract for a private room, the resident must sign a Double Room Agreement which binds them to the following:

- Keep the unoccupied half of the room in such condition that would allow someone to move into the room on short notice.
- Display an attitude of cooperation and acceptance toward any resident who may examine the room prior to considering occupancy.
- Agree that the room may be shown to prospective occupants without prior notification in their absence.

Failure to follow these guidelines will result in the resident being officially assigned a private room, with the room charges being adjusted accordingly from the date of vacancy to reflect the private room fee.

8. RIGHT TO ENTRY

The resident grants the University the right and privilege to enter their room for the purpose of making health and safety inspections, performing maintenance and repairs, or taking action as may be necessary in an emergency.

9. FIRE, THEFT, DAMAGE, or ABANDONED PROPERTY

The resident recognizes they are responsible for the theft or loss of their money, valuables, or personal property; any damage to their personal property from any cause whatsoever; and for any property left in the building after they vacate or are expected to vacate. Property left by the resident after the date they vacate the building shall be deemed abandoned property and the University shall have the right to dispose of it through sale, donation, or any other manner it deems appropriate. Residents are encouraged to carry appropriate insurance.

10. PERSONAL INJURY

The resident is responsible for any injuries suffered in the University's buildings or on its grounds arising out of or resulting from the resident's acts or omissions. Residents are encouraged to carry appropriate insurance.

11. TERMINATIONS

By the University- The University may terminate this agreement and the resident is required to vacate the residence halls and is responsible for cancellation charges as determined in Section 13, CANCELLATION CHARGES, should the resident fail to make room and board payments as scheduled; cease to be enrolled as a full-time student; or violate the terms of this Agreement or the rules and regulations pertaining to WASHBURN UNIVERSITY STUDENT CONDUCT CODE and/or the RESIDENTIAL LIVING HANDBOOK.

This agreement shall terminate in the event the room to which the resident is assigned becomes uninhabitable on account of the partial or complete destruction of it by fire, casualty or other course beyond the control of the University or in the event ingress and egress to such room becomes impassible on account of such partial or complete destruction beyond the University's control and there is no room to which the resident can be moved.

By the Resident- Residents should note that termination of this room and board contract during the academic year is not automatic and should not be assumed. A resident who wishes to terminate their contract should notify the Residential Living Main Office in writing, or by properly cancelling their contract via the online application process. A resident who 1) terminates their contract after occupancy, but who remains enrolled at Washburn; 2) is required to leave the residence hall for failure to meet their financial obligations under the terms of the contract; 3) is removed from the halls because of disciplinary reasons; or 4) who vacates the halls without giving the Residential Living Office prior notification, will be charged a prorated amount for the number of days they had the right to occupy the room under the contract and 35% of the balance due on the contract for the academic year as well the proper cancellation charges (see section 13 CANCELLATION CHARGES).

12. DAMAGE DEPOSIT

A \$100 damage deposit will be due with this contract. The deposit will be returned, less any amount deducted for damage(s) to housing facilities and/or debt owed to the University, at the end of the contract period. The damage deposit will be held by the University in a liability account.

13. CANCELLATION CHARGES

Residents cancelling their agreement in writing to the Main Residential Living Office, or by properly cancelling their contract via the online application process prior to or on June 1, 2019 (December 1, 2019 for Spring semester) will receive a full refund on the \$200 deposit and \$100 damage deposit (minus any individual/community damage).

Residents cancelling in writing to the Main Office, or by properly cancelling their contract via the online application process after June 1, 2019 (December 1, 2019 for Spring Semester) but prior to the official opening of the units (August 15, 2019 for Fall; January 9, 2020 for Spring) will forfeit their \$200 deposit but shall be refunded the \$100 damage deposit (minus any individual/community damage).

Residents who cancel their Room and Board Contract after the units open (August 15, 2019 for Fall; January 9, 2020 for Spring) will be charged: (i) for the number of days from the official opening to the date the cancellation is approved and the room is vacated; (ii) for the amount of the meal plan used, calculated by either the actual amount used (declining balance plans) or the number of days in the plan (block plans) regardless of meals used; and, (iii) 35% of their remaining room and board balance for the academic year.

Residents who cancel their Room and Board Contract at the end of the Fall semester and do not return to Washburn for the Spring semester may be approved for a cancellation fee waiver only for the following reasons: student teaching/internship, graduation, marriage, military deployment, withdrawal from Washburn, or severe personal problems BEYOND THE CONTROL OF THE STUDENT and which occurred after August 15, 2019 will not be charged a cancellation fee; provided the resident provides the Residential Living Office written notification of the intent to terminate for the second semester on or before December 1, 2019. Supporting evidence must be provided in all cases. Cancellation requests received after December 1, 2019 will be assessed the 35% cancellation fee.

Due to the administrative cost associated with cancelling a resident's contract, students who cancel their contract within the last two weeks of the fall or spring semester will forego any potential refund.

A Student's written request that the contract be cancelled that is received in the Residential Living main office after August 15, 2019 (or January 9, 2020 for the Spring Semester) may be approved ONLY for the following reasons: student teaching/internship, graduation, marriage, military deployment, withdrawal from Washburn, or severe personal problems BEYOND THE CONTROL OF THE STUDENT and which occurred after August 15, 2019 (Fall Semester) or January 9, 2020 (Spring Semester). Supporting evidence must be provided in all cases. If severe personal problems are cited, the Student must make a written request to the Director of Residential Living or designee to cancel without paying the remainder of room and board fees for the academic year. The Student will receive written approval or denial of the request and the account will be adjusted accordingly.

14. VACATING

Upon termination of this contract for any reason, the resident must vacate the residence halls no later than the deadlines set by Residential Living. Upon vacating, the resident must follow official check-out procedures as prescribed. Residents who do not properly complete this process will be assessed a minimum \$40 improper check-out fee.

Date: _____ Signature: _____

Legal Name: _____ Age: _____ WIN#: _____
Last First M.I.

Permanent Address: _____
No. & Street City State Zip

Home Phone: _____ Cell Phone: _____ E- Mail: _____

Gender: (Circle One) Rather answer in person Male Female Custom _____

SIGNATURE OF PARENT OR GUARDIAN—Required Only if Applicant is Under 18

In consideration of the making of the above contract and in reliance on my assumption of liability, I hereby agree to assume and to be jointly and individually responsible with the applicant for all board and room payments and obligations provided for in this contract.

Date: _____ Signature: _____

Address: _____ Phone: _____
No. & Street City State Zip

Washburn University [prohibits discrimination](#) on the basis of race, color, religion, age, national origin, ancestry, disability, sex, sexual orientation, gender identity, genetic information, veteran status, or marital or parental status. The following person has been designated to handle inquiries regarding the non-discrimination policies: Dr. Pamela Foster, Equal Opportunity Director/Title IX Coordinator, Washburn University, 1700 SW College Ave, Topeka, Kansas 66621, 785.670.1509, eodirector@washburn.edu.