



Washburn University Residential Living
Room and Board Contract
August 18, 2022 – May 12, 2023

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

This contract is for Washburn University Residential Living rooms rented by admitted and enrolled students at Washburn University or Washburn Institute of Technology. Rooms are not to be sublet or used by students not named under this contract or outside entities for commercial purposes. This contract is not assignable or transferable.

I hereby certify that I have applied and been accepted to Washburn University or Washburn Institute of Technology, and I am seeking room and board accommodations for the entire academic year of Fall 2022 to Spring 2023 or the remainder of the academic year.

I have paid, or will pay the \$100 damage deposit, which the University will hold until I vacate the residence hall. I have read the terms of this contract, including Section 13 Cancellation Charges, and have reviewed the Room and Board Payment Schedule under Section 3 Payment and agree to abide by these terms. I understand and agree that this contract is in force for the entire academic year of 2022-2023 or the remainder of the academic year, and that I am responsible for meeting the terms outlined in this contract. I further understand and agree that I will be liable for any collection and attorney fees required to collect payment by failing to make full payment for all charges relating to this contract. I understand that I may make advance payments at any time during the term of this contract. I understand, unless agreed upon by the Director of Residential Living, that I must complete my full payment for the room within the time frame stated in Section 3 Payment or the room assigned to me will not be held after the first day of classes. I hereby certify I have not been convicted of any crime in any jurisdiction, which would require registration under the Kansas Offender Registration Act. I agree to be responsible for all the obligations provided for in this contract. I understand this is a license agreement providing me with the right to occupy a room within a Washburn University residence hall as a resident and am subject to the terms of this agreement.

Terms of Agreement

1. PERIOD OF CONTRACT

The Room and Board Contract is for the entire 2022-2023 academic year or for the remainder of the academic year, excluding when the residence halls and dining services will be closed to residents. The residence halls will observe the following schedule during the 2022-2023 academic year:

Fall Semester

Halls Open: Aug 18th, 2022, 9:00 am

Halls Close Nov 22nd, 6pm; reopen Nov 27th, 9am (Thanksgiving Break: Nov 23rd - Nov. 27th)

Halls Close Dec 16th, 2022, 6:00 pm

Spring Semester

Halls Open: Jan 12th, 2023, 9:00 am

Halls Close Mar 10th, 6pm; reopen Mar 19th, 9am (Spring Break Mar 11th – Mar 19th)

Halls Close: May 12th, 2023, 6:00 pm

During all breaks, except for Fall Break, residents must exit the residence hall no later than the deadline set by Residential Living. Residence halls are closed to all residents during break periods, except for those living in the Washburn Village; however, special permission may be requested to stay or return early via the Residential Living Housing Portal in [MyWashburn](#). If permission is granted by the Director of Residential Living or designee, the hall's daily room rate will be charged for the days the room is occupied. During final examinations week, all residents must exit the residence halls 24 hours after their last final exam, unless they have approval for an extension.

2. ELIGIBILITY

Any student with a high school diploma, or GED, enrolled full-time at Washburn University or Washburn Institute of Technology 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 assigned room and residence hall within 24 hours after ceasing to be enrolled full-time.

All incoming first-time students are required to complete a housing contract and live on campus or apply for an [exemption](#).

Washburn University requires all residents living in all University operated housing (Living Learning Center, Lincoln Hall, Phi Delta Theta, and Washburn Village) to receive required vaccinations or exemptions prior to move in.

3. PAYMENT

The room and board charges for the designated unit for the term of the license agreement are outlined in the payment schedule and are the sum of the damage deposit, room charges, and meal charges.

Deposit: Residents are required to pay a damage deposit of \$100 online, or in the Residential Living Office by check or cash only, before a room can be reserved. The damage deposit is refundable upon the end of the term, less any amounts required to repair damage to the premises and debt owed to the University.

Payment Schedule: Room and board costs are added to student accounts at the beginning of each semester and are due and payable according to the [published tuition payment deadlines](#) and/or payment plan installment dates for the term. Late fees will apply if the resident does not enroll in a payment plan. Payments can be made online through the MyWashburn web portal (Financial Services tab, then click on WU-ViewHYPERLINK "<https://www.washburn.edu/student-life/business-office/ibod/index.html>") with a web check, debit card, or credit card (convenience fees apply for credit card payments), by mail, or in person at the Cashier Window in Morgan Hall 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 and board. The resident is obligated for the amount due and owing to any room and board costs assessed after applying financial aid.

Payment Deferral: Installment plans are available via WU-View if a resident cannot pay the entire balance of the semester's housing costs at the payment deadline. Payment plans are available with options of three or four installments. For more information about each plan, go to WU-View or to 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 a payment plan. Residents with unpaid balances may have a hold placed on future transactions or enrollment with the University.

4. **COMPLIANCE WITH REGULATIONS**

Residents and their guests must comply with all University rules and regulations that are now in effect, or those that may be adopted 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 the policies, procedures, and regulations associated with this contract can be obtained from the Residential Living Office or the Residential Living Website. Residents are subject to discipline and fines for failure to comply with these rules and regulations. Residents may be required to vacate their assigned room and the residence halls for violation of University or Residential Living rules and regulations, or acts contrary to federal, state, or local laws. In the event a resident is required to leave their assigned room and residence hall, the contract cancellation charges per Section 13 Cancellation Charges will apply.

5. **DINING SERVICES**

Meal service begins on the day 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 2022-2023 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 a 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 with 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 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. Unused Meal Swipes do not transfer from semester to semester. Bod Bucks remain on the account for 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. 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 will be returned.

7. **CONSOLIDATION**

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 a condition that it 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 with prior notification.

Failure to follow these guidelines will result in the resident being officially assigned a private room, with the room charges being adjusted accordingly.

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 acting 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.

If part or all of university housing is closed due to an emergency, Washburn may terminate the housing agreement without prior notice. An emergency is an unexpected event, including but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, epidemic or pandemic, or an emergency declared by local, state, or federal officials. Washburn has the right to maintain the safety of the premises by any means, including temporarily or permanently removing students(s) from university housing.

All Washburn obligations under a housing agreement will end as of the date housing is closed due to a declared emergency. Washburn is not obligated to provide alternate housing or to rebuild or replace any affected premises as a result of the emergency.

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 Office of Residential Living 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 responsible for cancellation charges as determined in Section 13.

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**

Contract Cancellation by Student

Residents cancelling in writing to the Residential Living Office, or by properly cancelling their contract via the [online application process](#) before halls are open shall be refunded the \$100 damage deposit (minus any individual/community damage).

Incoming First-Year Student Cancellation Fee: Residents who are incoming first-year students who cancel their Room and Board Contract after the halls open (August 18th, 2022, for Fall; January 12th, 2023, for Spring) will be charged the full amount of their housing contract.

Not Incoming First-Year Student Cancellation Fee: Residents who are not incoming first-year students who cancel their Room and Board Contract after the halls open (August 18th, 2022 for Fall; January 12th, 2023 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) 50% of their remaining room and board contract.

Cancellation Fee Waiver Process: Residents who have been approved to cancel their contract after the residence halls have officially opened may be eligible for a cancellation fee waiver or adjustment for the following reasons: student teaching or internship, graduation, marriage, military deployment, withdrawal from Washburn, or severe personal problems beyond the control of the student *and* which occurred after August 18th, 2022. Supporting evidence must be provided in all cases.

Cancellation by Washburn University

Student Conduct (judicial process).

Residents who are required to vacate their room as a sanction for conduct, will be charged 100% of their room and board balance for the academic year. The resident shall be eligible for a refund of the \$100 damage deposit (minus any individual/community damage). The resident may be eligible to use the balance of their meal plan. If the resident has been expelled from Washburn, or restricted from entering campus dining facilities, then they may apply for a refund of the meal plan.

Beyond Washburn University Control

Washburn will issue credit to residents whose housing is closed due to an emergency as defined above. The amount of credit is calculated as follows, using the date Washburn declares housing closed: (1) the number of days remaining from the housing closed

date to the end of the housing agreement term; plus (2) any amounts not used on a purchased meal plan, either the actual amount remaining for declining balance plans or the number of remaining days in a swipe plan; minus (3) \$200 administrative fee.

The amount will be issued as a credit on each resident's University account and can be applied toward any future expenses the resident incurs at Washburn. For students whose housing or dining expense was paid by a scholarship, the amount will be credited to the scholarship, not to the student account. To request the credited amount be disbursed by another method, the resident must contact the Business Office.

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 \$50 improper check-out fee.

Washburn University - Notice of Non-Discrimination

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: Equal Opportunity Director/Title IX Coordinator, Washburn University, 1700 SW College Ave, Topeka, Kansas 66621, 785.670.1509, eodirector@washburn.edu.