

# WILLIAM & MARY

## SUMMER 2025 RESIDENCE LIFE

### HOUSING CONTRACT TERMS AND CONDITIONS

#### AGREEMENT TO DEAL ELECTRONICALLY

By choosing to electronically sign the William & Mary (W&M) Residence Life Housing Contract below, you agree to the following Terms and Conditions:

- Your access to the W&M Residence Life Housing Contract is conducted electronically and you agree that W&M Residence Life may communicate with you electronically for all aspects of the terms of the W&M Residence Life Housing Contract, including sending you electronic notices. If you do not wish to utilize electronic access and communications concerning your contract, contact Residence Life via e-mail at [myroom@wm.edu](mailto:myroom@wm.edu) or call (757) 221-4314 for instructions on how to proceed with a paper contracting process.
- All electronic communications will be sent to your official W&M email account. At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to all Terms and Conditions of the 2025 Summer W&M Residence Life Housing Contract. Your electronic signature is legally binding.
- You agree to contact Residence Life if you need information about your W&M Residence Life Housing Contract, and you understand that electronic communication from this office may be interrupted by circumstances beyond control of this office or the university.
- You agree to be responsible for keeping all records relating to the W&M Residence Life Housing Contract and for printing or making an electronic copy of these Terms and Conditions. Except as prohibited by law, you waive any requirement of a different method of communication in connection with your access to and communications about the W&M Residence Life Housing Contract.
- The student's signature or electronic acceptance of the Residence Life Housing Contract indicates that the student understands and agrees to the following terms and conditions.

#### TERMS AND CONDITIONS

1. **Signature Required:** Once submitted, contracts are binding. Prior to occupancy, this Contract must be signed and dated or electronically accepted as evidence of acceptance of the terms, conditions and regulations stated in this Contract. At the time of signing a contract, if the student is not 18 years old, a parent or legal guardian of the student will be required to cosign the Contract. Failure to check in, pick up a key, or occupy the assigned space does not release the student from this Contract.
2. **Eligibility:** Individuals who are registered for W&M 2025 summer school courses and/or for W&M 2025 Fall courses as well as individuals who are pre-approved by a W&M department completing internships are eligible to secure on campus summer housing as described in this contract.

Individuals who are not registered for 2025 summer school courses, but are participating in summer research or an internship on campus, with pre-approval from a W&M department, are required to register for "Summer Research – 31169 – INTR 001 – 01, a zero credit, zero-hour course, to be designated as a student to access to available summer campus services.

3. **Period of Contract:** Once signed and submitted this contract becomes a binding contract for a space in campus housing for Summer 2025. Dates of occupancy for Summer 2025 will be published on the W&M Residence Life Website
4. **Room Assignment & Billing:** Room assignments are assigned by Residence Life staff. All students are assessed housing fees based upon the approved rates set by the Board of Visitors. Housing Fees will be billed to your student account unless pre arranged and paid for by another department. Housing fees are due at the same time as Summer tuition as set by the Bursar's Office/Student Accounts. If housing fees are adjusted due to reassignment or late assignment, fees will be due per the schedule as set by the

Bursar's Office/Student Accounts.

5. **Period of Occupancy:** Dates of occupancy shall be determined following the announcement of the Summer 2025 academic calendar. W&M Residence Life shall publish dates of occupancy on its website not later than 60 days before the first day of Summer 2025 classes. The student may occupy an assigned room at the time specified by the university during the summer semester. If the student fails to occupy the room within 48 hours of the communicated move in date, the university reserves the right to reassign the space or initiate a contract cancellation. Failure to occupy an assigned space does not release the student from contractual obligation, such as payment of fees under the Contract.

The student must vacate the assigned room at the end of the contract period. All students must check out of the residence halls no later than:

- A. Summer Session 1 – 10:00 a.m. on June 28, 2025
- B. Summer Session 2 and Summer Session 3 - 10:00 a.m. on August 2, 2025.
- C. Special programs - At the date and time agreed upon between Residence Life and the sponsoring W&M department.

**6. Cancellation of the Summer 2025 W&M Residence Life Housing Contract:**

- A. By the resident student:
  - 1. A student who fails to occupy an assigned room will be obligated by the terms and conditions of the contract for payment of room rent fees.
  - 2. A student may initiate cancellation of the contract because of withdrawal from the university. The contract will be terminated after the student has officially withdrawn from the university with written notification to Residence Life from Enrollment Support Services and will have 48 hours to vacate their housing assignment. A student may receive a refund as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate and graduate course catalogs.
  - 3. If the student seeks to cancel the Contract because they have gotten married and no longer wish to live in the residence hall, the student must provide written documentation of the legal marriage and may receive a refund as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate course catalog.
- B. By the University:
  - 1. If removal of the student from the residence hall occurs as the result of university disciplinary action or administrative withdrawal, the student will not receive a refund of room fees.
  - 2. The university reserves the right to terminate the contract if the student fails to meet the university's academic requirements, in which case the student may receive a refund, after the room is vacated, as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate course catalog.
  - 3. In any of the instances above students will have 48 hours to vacate the room and properly check out.
  - 4. The University may terminate this contract and a student's occupancy rights in the event of fire, earthquake, flood, hurricane, or other significant weather event or natural disaster, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, state of emergency, or any other cause like or unlike any cause mentioned above, whether natural or man-caused, which is beyond the control or authority of the University. In the event of such circumstances, all refunds of housing fees will be offered on the following schedule according to the academic calendar for undergraduate classes:

Closure Event Occurs	Percentage of Semester Fees Refunded
Prior to the end of the 1 <sup>st</sup> week of classes.	60%
During the 2 <sup>nd</sup> week of classes through the end of 3 <sup>rd</sup> week of classes.	30%
During the 4 <sup>th</sup> week of classes.	15%

5. **Room Adjustments:** No adjustment in the charge for room fees will be made because of absence from the university for periods of time during the summer session except as outlined above.

#### **ADDITIONAL TERMS AND CONDITIONS:**

1. General Information:
  - A. Each resident is required to abide by all university, residence hall, and dining services policies. Policies are set forth and communicated through the W&M Residence Life Housing Contract, *Residence Life Resource Guide*, *Student Handbook*, *Use of Campus Facilities Policy*, as well as regulations established by the Community Council of the building in which the student resides. This includes provisions outlined in the Community Agreements established by each living unit. The provisions of this Housing Contract may only be waived or modified in writing by the Associate Vice President for Campus Living. It is the student's responsibility to be familiar with this information.
  - B. It is expressly understood that violation of policies in the *Student Handbook* and *Use of Campus Facilities Policy*, *Residence Life Resource Guide* or of the terms of this Housing Contract by the resident may result in the full range of penalties outlined in the *Student Handbook*. The university is under no obligation to house a resident whose Contract has been previously terminated due to a failure to abide by the conditions of this Contract.
  - C. Breach of this contract or violation of any W&M university policy may result in removal of the student from the residence hall with 48 hours' notice, except where the university determines that continued occupancy by the student may pose a danger to the life, safety or health of the student or other residents, in which case the resident may be removed immediately and without prior notice. Students removed from the residence halls for violations of the Contract will still be held to the financial obligations for the Contract period. The university reserves the right to remove a student from the residences to protect the health and safety of the student body under the policy and procedure outlined in the *Student Handbook*.
  - D. Occupancy in housing is subject to all relevant University policies, which may be amended or updated from time to time at the sole discretion of the University. Failure of either party to insist upon strict performance of any of the Terms or Conditions herein shall not be deemed a waiver of any rights or remedies of either party, and shall not be deemed a waiver of any subsequent breach or default in any of the Terms or Conditions herein. The University assumes no responsibility for failure to perform any terms or conditions of this agreement due to any force majeure event. The University does not discriminate in any of its programs, procedures, or practices against any person on the basis of age, citizenship, color, disability, national origin, political affiliation, race, religion, sex, sexual orientation, gender identity or status as a veteran. If you have a disability or otherwise need accommodations for medical reasons, please notify the Student Accessibility Services office.
  - E. The rights and privileges under the W&M Residence Life Housing Contract are personal and may be exercised only by the student. The student may not transfer or assign any of the contract's rights and privileges to another person.
  - F. Only current enrolled and registered students are permitted to live in the residence halls.
2. Residence Life Information
  - A. The university reserves the right make all housing assignments and to change room assignments at its discretion for any legitimate nondiscriminatory reason.
  - B. Students who withdraw from the university during the summer must vacate university housing immediately after the last date of attendance. Students who do not comply with this requirement will be held liable for the room condition and charges beyond the last date of attendance and may be subject to university sanctions and/or legal proceedings.
  - C. Assigned residence halls are to be used strictly as the student's residence and for no other purpose. Residents are prohibited from using the residence hall, assigned room, or any equipment or facilities found in the hall or the room (i.e. Ethernet or wireless connection) for purposes of conducting a personal business or engaging in illegal activity of any kind. Exemptions to conduct a personal business for limited-term class projects for academic credit may be requested from the Associate Vice President for Campus Living.

- D. Residence Life may amend or cancel a student's contract if the University determines the student's actions, general behavior, or continued presence in the residence hall jeopardizes or is reasonably likely to jeopardize the health, safety or well-being of the residents. The contract may be canceled, notwithstanding any other provision(s) in this contract.
- E. In order to ensure the safe and efficient operation of the University or to protect its interests or the interests of its employees or students, the university reserves the right to alter or cancel any residence hall contract if it determines that a resident's behavior or criminal activity (regardless of when or where such criminal behavior occurred) renders such an alteration or cancellation necessary. The University may decline to assign (or revoke an assignment) of on campus housing for the same reason.
- F. The University does not assume any legal obligation to pay for loss of or damage to items of personal property of the student which occurs in its buildings on its grounds, prior to, during, or subsequent to the period of the contract. Each student is encouraged to carry appropriate insurance to cover any such losses.
- G. The student is responsible for the condition and proper care of the assigned accommodation and shall reimburse the University for damage done within or to the accommodation during the term of the contract. The student's responsibility for damage includes, but is not limited to, damage to room furnishings, walls, ceilings, floors, and damage caused from either inside the room or outside the room to doors, windows and screens. The student is subject to pro rata charges for damage to common areas in the assigned residence hall, regardless of the identity of the persons responsible.
- H. Alterations to the residence hall rooms, (including but not limited to electrical wiring, attaching hardware to walls, ceiling or doors, or painting) are not authorized except in accordance with university policy as issued by Residence Life.
- I. If one of the occupants of a room moves, or a room is not fully occupied, the student(s) who remain agree(s) to accept an assigned roommate(s) or to move to another room upon request. The individual student is responsible for selecting a compatible roommate. If the student does not select a roommate, Residence Life will fill the vacancy either by consolidating assignments or assigning another student to the vacancy.
- J. Residents who attempt to interfere with the housing assignment process are subject to disciplinary action under *the Honor Code* and/or *The Student Handbook*, and/or contract cancellation notwithstanding any other provision(s) in this contract.
- K. Residents' rights to host overnight guests and receive visitors is limited as outlined in the Residence Life Resource Guide and the *Student Handbook*.
- L. Assigned rooms may not be sublet, further assigned, or otherwise made available as a residence to anyone other than an individual designated by the University.
- M. Students may change rooms only after first receiving official authorization from Residence Life. Students who make unauthorized room changes may be required to return to their original assignment. Unauthorized room changes may result in an administrative charge or cancellation of the contract notwithstanding any other provision(s) in this contract.
- N. Each resident is required to maintain the assigned room in a safe and sanitary condition. The residence hall staff may periodically inspect rooms to assess safety and sanitary conditions.
- O. The university reserves the right to enter a student's room/suite/apartment to perform routine or emergency repairs or maintenance. In such cases it is the student's responsibility to ensure access to the areas needing repair and to protect personal property against damage. The university also reserves the right to enter a student's room/suite/apartment as deemed appropriate for reasons including, but not limited to health concerns, safety concerns, and suspected violation of university or residence hall policies.
- P. At the termination of the contract period, or when moving to a new room assignment, a student must turn in all keys. The condition of the room will be assessed by residence hall staff. Student(s) who vacates the room without properly checking out will be billed the appropriate fees. In cases where damages are incurred beyond normal wear and tear, the student(s) will be charged for the expense involved in returning the room(s) to a usable condition.
- Q. Each resident is required to have a personal evacuation plan on file with the university prior to the first day of summer classes. Failure to submit a plan is a violation of the Code of Conduct and may result in a referral to Community Values & Restorative Practices. When emergency conditions do not warrant or allow time to evacuate campus, students may be asked to take shelter inside their

residence hall. A shelter-in-place alert will be given by the W&M Emergency Management Team (EMT) to limit student and employee exposure to potentially life-threatening, hostile or hazardous situations.

- R. Identifiable personal property that remains within a student's room at the termination of the contract period will be removed, stored and disposed of per Virginia Code §23.1-104 and applicable university policy. Residents will be billed for all associated removal and storage costs.

#### **INAPPLICABILITY OF VIRGINIA LANDLORD TENANT LAW AND THE "VIRGINIA RESIDENTIAL LANDLORD & TENANT ACT"**

This *Contract* sets forth the terms and conditions under which *William & Mary* will grant the *Student* the ability to occupy a space in student housing incidental to the university's provision of academic services to the *Student*. It is not a lease. Therefore, in accordance with Virginia Landlord & Tenant Laws, this *Contract* is entered into by the university and the *Student* in full acknowledgement that ***public and private higher education institutions in the Commonwealth of Virginia (such as William & Mary) with residential on-campus student housing assignments are not bound by the Virginia Landlord and Tenant Laws. Among other things, the university is not obligated to follow civil court proceedings related to removal of the Student and the Student's property from the on-campus student housing assignment, but may automatically remove the Student and the Student's property from on-campus housing if the university determines that this Contract has been violated or the Student otherwise does not qualify for student housing.***