William & Mary Residence Life Housing
Contract – Terms & Conditions
2026-2027

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:** Only registered and currently enrolled degree-seeking William & Mary students, including research graduates, are eligible to reside in university housing. University policy requires first-year undergraduates and sophomores (by high school graduation year) to live on campus, unless an individual exception has been granted.

3. **Period of Contract:** The period of contract is the 2026-2027 academic year, specifically the fall and spring semesters while classes and exams are in session, unless otherwise terminated or suspended under the terms and conditions of this contract. Agreements entered into after the beginning of the fall semester continue in effect until the end of the spring 2027 semester. Specific dates of occupancy for the 2026-2027 academic calendar will be published on the W&M Residence Life website.
   A. **Moving In:** You must abide by the published move-in schedule for arrival. Requests for early arrivals will be limited by building readiness, and there may be a charge assessed for early move-in. If you plan to arrive after your scheduled move-in date, you must inform Residence Life in writing from your W&M email account. If you enroll at the university but fail to move into your assigned residence, you are still responsible for the full academic year room rent.
   B. **Moving Out:**
      1. End of the academic year: You must abide by the published move-out schedule for vacating your assignment. Requests for late stays will be limited by building availability, and there may be a charge assessed for late move-out.
      2. Mid-year: If you withdraw or terminate your enrollment during the academic year, or have your enrollment terminated by the university, you must notify Residence Life of your loss of eligibility in writing, vacate your assignment, and return the keys (if applicable) within 48 hours, or as otherwise determined by the university.
   C. See Section 5, 6 and 7 for exceptions. Students entering W&M for the spring semester beginning in January must sign and submit a housing contract which is binding for the full spring semester.

3. **Room Assignment & Billing:** Room assignments are self-selected by returning students during the spring room selection process and by new students during the June room selection process. Residence Life staff will assign students who do not participate in a room self-selection process to an available bed space. All students are assessed housing fees based upon the approved rates set annually. Housing fees are due at the same time as 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.

4. **Period of Occupancy:** Dates of occupancy shall be determined following the announcement of the 2026-2027 academic calendar. W&M Residence Life shall publish dates of occupancy on its website not later than 60 days before the first day of classes for the fall 2026 semester and for the spring 2027 semester. The student may occupy an assigned room at the time specified by the university each semester. If the student fails to occupy the room by 5:00 p.m. on the approved move-in day, 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 obligations, such as payment of fees under the contract.

Occupancy of the room must be relinquished at the expiration of the contract period or upon loss of eligibility for housing. All residences shall be closed during the winter break and are not open for occupancy, with the exception of Evans Apartments, Tribe Square and Ludwell Apartments. Winter Break Housing for students residing in locations other than Evans Apartments, Tribe Square and Ludwell Apartments is not provided under the terms of this contract. Residence halls remain open during the fall, Thanksgiving, and spring breaks. Check In and Check Out Procedures are updated annually in the Housing Resource Guide.

5. **Cancellation of Contract Prior to Occupancy:** Students who are not required to live on campus may request to cancel their housing contract by submitting a request via the Housing Portal, according to the cancellation schedule published in the 2026-2027 Housing Resource Guide. After a student's cancellation period has ended, students with a signed academic year housing contract will owe and be charged full room fees. Any termination of the W&M Residence Life Housing Contract, subject to the terms and conditions in Sections 5, 6 and 7, may qualify the resident for a refund or adjustment of room fees owed. **The cancellation policy does not apply to first-year undergraduate nor sophomore (by high school graduation year) housing assignments.**

6. **Contract Release Exemptions:** Students are able to submit a Contract Release Request via the Housing Portal through the end of add/drop each semester. A release may be granted only to students able to demonstrate in writing and with supporting documentation an unforeseen change in circumstances that cannot be resolved in campus housing. Requests are considered on a case-by-case basis and release is not guaranteed. If a contract release is approved, the student may receive a refund as outlined per the Withdrawal Schedule and Refunds, available in the undergraduate course catalog, once check-out is completed. Release request decisions are made at the exclusive discretion of the Director of Housing and Residence Life and are final.

7. **Cancellation of the W&M Residence Life Housing Contract During the Academic Year:**
   A. By the resident student:
      1. Withdrawal from the university will result in cancellation of the contract. The contract will be terminated after the student has officially withdrawn from the university with written notification to Residence Life from the Academic Wellbeing Office. The student 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.
      2. If the student withdraws from the university and re-enrolls during the same academic year, Residence Life reserves the right to reinstate the contract from the date of re-enrollment for the remainder of the academic year.
      3. A student who withdraws from the university prior to the end of the fall semester will not be subject to spring room fee charges as long as, by the last day of fall semester classes, the student officially withdraws from the university, and Residence Life receives confirmation from the Academic Wellbeing Office in writing, and subsequently completes residence hall check out procedures by the last day of fall semester.
      4. If the student leaves the university at the end of fall semester after having completed requirements for graduation, the contract will be terminated automatically, and the student will not be subject to spring room fees charges.
      5. If the student is authorized to leave the campus to participate in one of the university's full semester credit-bearing programs, such as domestic or study abroad programs, the student may request suspension of the housing contract via the Housing Portal. The housing fees will be suspended for the duration of the off-campus program and applied for the remainder of the academic year when the student is enrolled in an on-campus program. When participation in the off-campus program occurs during the fall semester, the student will be assigned a residence hall space for spring semester. If the student is authorized for an off-campus program for the spring semester, the student must notify Residence Life by the last day of fall semester classes and room fees will be suspended for spring semester.

   B. By the university:
      1. The university reserves the right to terminate the contract if the student is found to have violated provisions of the Student Handbook, in accordance with the policies and procedures outlined therein. Students will not be eligible for any refund of tuition, housing fees and general fees if suspended by the university or if the student resigns from the university after being reported for a violation of the

Honor Code or Student Code of Conduct.

2. 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.
3. It is expressly understood that violation of policies in the *Student Handbook*, *Use of Campus Facilities Policy*, *Housing 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.
4. 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 are not eligible for a refund.
5. The university reserves the right to terminate the contract if the student fails to maintain full-time registration for the period of the contract. Termination of the contract is at the discretion of the Associate Vice President for Campus Living or his/her designee. 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.
6. In cases of a university-initiated contract terminations, as described in 7.B.1-3 of this contract will have 48 hours to vacate the room and check out of the assigned room in accordance with the policies outlined in the 2026-27 Housing Resource Guide.
7. 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 3rd week of classes.	60%
During the 4th week of classes through the end of 6th week of classes.	40%
During the 7th week of classes through the end of 8th week of classes.	20%
After the end of the 8th week of classes	5%

   In the event of a residential hall closure during the fall 2026 semester, charges for the spring 2027 semester will only be billed if the residence halls re-open.

8. **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 academic year 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 Director of Housing and Residence Life. It is the student's responsibility to be familiar with this information.
   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. As per university policy, all undergraduate students residing in campus housing are required to purchase a meal plan. Students should refer to Dining Services for meal plan eligibility based on their social class and room assignment.

2. **Residence Life Information:**

A. The university reserves the right to make all housing assignments and to change room assignments at its discretion for any legitimate nondiscriminatory reason.

B. To accommodate occupancy overflow, Residence Life may assign students to any residential space at random. Examples include but are not limited to adding a third bed and furnishing to a double occupancy room and/or the use of other available space converted to a residential accommodation. If students are assigned to an overflow room, they will initially be billed at the triple occupancy rate for the duration their assignment remains an overflow space. If the occupancy of the overflow space returns to a double occupancy their billing will be adjusted to the double occupancy rate on a prorated basis. When temporary overflow assignments are used, Residence Life will provide these residents with information regarding the reassignment process as space becomes available.

D. 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 internet connection) for commercial purposes, for the purpose of conducting 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.

G. 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.

H. 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 as defined in the *Housing Resource Guide*.

I. 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.

K. 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.

L. Residents' rights to host overnight guests and receive visitors is limited as outlined in the Residence Life Resource Guide and the *Student Handbook*.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Each resident is required to have a personal evacuation plan on file with the university prior to the first day of undergraduate classes. Failure to submit a plan is a violation of the Code of Conduct and may result in a referral to Student Accountability & 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.

S. 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 acknowledgment 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.***