

WILLIAM & MARY RESIDENCE LIFE HOUSING CONTRACT – TERMS AND CONDITIONS 2018-2019

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 living@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 2018-2019 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. **Period of Contract:** Once signed and submitted this contract becomes a binding contract for a space in campus housing for one full academic year or 11½ months for Tribe Square. If a student defers admission from the fall semester, the contract applies for spring semester only. See Section 5 and 6 for exceptions. Thus, the student agrees to live in the university residence halls for the entire period of the contract. 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. In some locations, by request, this contract can be extended to summer months with additional fees.
2. **Consideration of the W&M Residence Life Housing Contract:** Once issued, contracts are binding on the university only after a student has been admitted to W&M for a specific academic program. 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 occupancy, 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 participate in room selection, check in, pick up a key, or occupy the assigned space does not release the student from this Contract.
3. **Period of Occupancy:** 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 first day of classes, 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.

Occupancy of the room must be relinquished at the completion of the contract. All residences, with the exception of Graduate Complex and Tribe Square, shall be closed during the winter break and are not open for occupancy. Residence halls remain open during the Thanksgiving break, fall and spring breaks. Residents who are not graduating are required to check out of their residence halls within 48 hours after their last exam. Graduating students and those approved for late check-out must check out of the residence halls by 10AM on the day following Commencement in May. The Housing Contract for residents of Tribe Square covers 11½ months, consisting of summer 2018, fall 2018 and spring 2019 and ends at 10:00 AM on the day following Commencement in May.

- 4. Cancellation of Contract Prior to Occupancy:** Students have 24-hours from contract acceptance to cancel their housing contract. Students who have signed the W&M Residence Life Housing Contract for the 2018-2019 academic year will owe and be charged full room rent. Any termination of the W&M Residence Life Housing Contract, subject to the terms and conditions in Sections 5 and 6, may qualify the resident for a refund or adjustment of room rent owed as outlined below. If Residence Life is unable to provide a fall semester room assignment by August 1, the student may request cancellation of the contract with no penalty. Members of a fraternity or sorority who have committed to their chapter houses are only eligible to cancel with written approval from the chapter president. **The cancellation policy does not apply to freshman housing assignments.**

After the 24-hour cancellation period and prior to August 1 the following cancellation schedule and fees apply:

Semester I, Fall 2018:

- Prior to April 30: If a request for cancellation is received on or before this date the student may cancel their contract but the \$200 room reservation deposit is forfeited and a \$125 cancellation fee will be billed to the student account.
- May 1 to May 31: If a request for cancellation is received between these dates the student may cancel their contract but the \$200 room reservation deposit is forfeited and a \$250 cancellation fee will be billed to the student account.
- June 1 to June 30: If a request for cancellation is received between these dates the student may cancel their contract but the \$200 room reservation deposit is forfeited and a \$500 cancellation fee will be billed to the student account.
- July 1 to July 31: If a request for cancellation is received between these dates the student may cancel their contract but the \$200 room reservation deposit is forfeited and a \$1000 cancellation fee will be billed to the student account.

Semester II, Spring 2019: (new Spring 2019 contracts only- does not apply to fall 2018 residents)

- Spring Contract Cancellation Schedule:
 - \$125 fee if notice to cancel is received within ten business days of submission
 - \$250 fee if notice to cancel is received 11 business days after submission but before the first day of classes in January
 - On or after the first day of classes in January students who wish to cancel their housing contract must petition for contract release.

Cancellation requests should be emailed from the student's William & Mary email account to living@wm.edu and include student name, student ID number, space selected and a statement requesting reason for cancellation.

Summer Cancellation Policy The following cancellation policy applies to students assigned to academic year housing outside the room selection process timeline or during the summer months prior to August 1. Once a housing offer for the academic year is accepted students have 24-hours from contract acceptance to cancel their housing contract without penalty. After the 24-hour cancellation period and prior to August 1 the following cancellation schedule and fees apply:

- A. \$125 cancellation fee if notice to cancel is received within ten business days from the date of acceptance.
- B. \$250 cancellation fee if notice to cancel is received 11 or more days after submission and prior to August 1, 2018

Beginning August 1 students seeking to be released from their on-campus housing contract must petition the Contract Release Committee. A release may be granted only to students who can demonstrate through the written petition and supporting documentation that their situation is extraordinary and cannot be resolved in campus housing. Petitions are considered on a case-by-case basis and release is not guaranteed. Appeals of the initial decision will only be considered if there new information that was not a part of the original petition. Petition forms are available on the Residence Life website.

5. Cancellation of the W&M Residence Life Housing Contract During the Academic Year:

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
2. A resident 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 appropriate written notification. The cancellation process is outlined in Section 4, and is considered complete when the room is vacated and the student has properly checked out with Residence Life staff.
3. 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.
4. A student who withdraws from the university prior to the end of the fall semester will not be subject to spring room rent charges as long as, by the last day of fall semester classes, the student officially withdraws from the university **and** notifies Residence Life and subsequently completes residence hall check out procedures by the last day of fall semester.
5. If the student leaves the university at the end of fall semester after having completed requirements for graduation, the contract will be terminated and the student will not be subject to spring room rent charges.
6. If the student is authorized to leave the campus to participate in one of the university's fall credit-bearing programs offered at a remote location such as domestic or study abroad programs, the student may cancel the housing contract in its entirety and receive a refund of the housing deposit if they notify Residence Life by May 1. After May 1, the housing rent will be suspended for the duration of the off-campus program and then reinstated for the remainder of the academic year and the student will be assigned a residence hall space for spring semester. If the student is authorized for such a remote program for spring semester, the student must notify Residence Life by the last day of fall semester classes and room rent will be suspended for spring semester.
7. If the student seeks to cancel the Contract because they have gotten married and no longer wish to live in the residence, the student must provide written documentation of

that legal marriage and shall be entitled to a pro rata refund of the room rent, when the room is vacated and the student has properly checked out with hall staff.

8. Any student making a request to cancel a W&M Residence Life Housing Contract during the academic year contract must petition the Contract Release Committee. A release may be granted only to students who can demonstrate through the written petition and supporting documentation that their situation is extraordinary, was unexpected and unforeseeable at the time the contract was signed, and cannot be resolved in campus housing. Petitions are considered on a case-by-case basis and release is not guaranteed. If a contract termination is approved, the student will receive a pro-rata refund, and the housing deposit is forfeited.

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 may receive a pro rata refund of dining fees. The student will not receive a refund of room rent.
2. The university reserves the right to terminate the contract if the student fails to meet the university's academic requirement, in which case the student may receive a refund of housing fees as outlined in Section 4, after the room is vacated and the student has properly checked out with hall staff.
3. 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. A refund of room rent is available as outlined in Section 4 and when the student has properly checked out of with hall staff.
4. In any of the instances above students will have 48 hours to vacate the room and properly check out with hall staff.

6. Room Adjustments:

No adjustment in the charge for room rent will be made because of absence from the university for periods of time during the academic year except at 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. Several relevant policies are set forth and communicated through the W&M Residence Life Housing Contract, *Residence Life Resource Guide*, in the current edition of the *Student Handbook* and *Use of Campus Facilities Policy*, and by the regulations established by the Residence Hall Council of the building in which he/she 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 of 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 William & Mary 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 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 (fall and spring and for the summer term for Tribe Square residents only). In addition, the university may exclude a student from the residences to protect the public health or the health of the student under the policy and procedure outlined in the *Student Handbook*.

- D. In the event that a residence hall room, section, or building is determined by the university to be uninhabitable, and the university does not furnish other accommodation, the contract shall terminate. All rights and liabilities of the parties hereto shall cease and payments previously made by the student shall be refunded on a pro rata basis for the period for which accommodation was made unavailable to the student.
- 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. The university reserves the right to make all housing assignments and to make any housing assignment changes considered necessary.
- 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.
- G. Execution of the W&M Mary Residence Life Housing Contract is not a commitment of admission to William & Mary. Only currently enrolled and registered students are permitted to live in the residence halls.

2. Residence Life Information

- A. **The university reserves the right to change room assignments at its discretion for any legitimate nondiscriminatory reason.**
- B. To accommodate occupancy overflow, Residence Life may randomly assign students to a space. 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. When temporary overflow assignments are used, Residence Life will provide these residents with information regarding the reassignment process as space becomes available.
- C. Students who withdraw from all classes and/or stop attending classes during the academic year 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.
- 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 connection) for purposes of conducting a personal business or engaging in illegal activity of any kind. Exemptions for limited-term class projects for academic credit that involve conducting a personal business may be requested from the Associate Vice President for Campus Living.
- E. 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 student or any other resident. If the contract is canceled, notwithstanding any other provision(s) in this contract, the student shall be entitled to a refund of appropriate fees as outlined in Section 4.
- F. 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 such criminal behavior occurred) renders such an alteration or cancellation necessary. The University may decline to offer (or revoke an offer) of on campus housing for the same reason. If the contract is cancelled, notwithstanding

any other provision(s) in this contract, the student shall be entitled to a refund of appropriate fees as outlined in Section 4.

- 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. 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 public areas in the assigned residence hall, regardless of the identity of the persons responsible.
- 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.
- J. 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.
- K. Residents who misrepresent the truth, intimidate or are unwelcoming to an assigned or prospective occupant, or otherwise 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, the student shall be entitled to a refund or appropriate fees as outlined in Section 4.
- L. Residents' overnight guests and visitation 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 the 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, the student shall be entitled to a refund of appropriate fees as outline in Section 4.
- O. Each resident is required to maintain the assigned room in a safe and sanitary condition. The residence hall staff will periodically inspect the rooms to assess safety and sanitary conditions. Such inspections may take place at winter break and when a resident checks out of the room.
- 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. 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 will result in a referral to Student Conduct.
- R. At the termination of the contract period, or when moving to a new room assignment, a student must turn in all keys and have the condition of the room assessed by residence hall staff as part of the residence hall check out procedure. The 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 charge for the expense involved in returning the room(s) to a usable condition.

- S. 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 William & Mary's Emergency Management Team (EMT) to limit student and employee exposure to apparent life-threatening, hostile or hazardous situations.
- T. Personal property will be considered abandoned if left in or near the residence halls after a student vacates the room. The university will not take responsibility for such items and items will not be held or stored by the university. Such items are subject to disposal or recycling as deemed appropriate.

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.***