

**College of William and Mary  
Residence Life Housing Contract  
2014-2015**

The Residence Life Housing Contract is a legally binding agreement for a full academic year or 11 1/2 months for Tribe Square.

The student and parent, guardian or other guarantors are therefore urged to read carefully the content of the following Residence Life Housing Contract. When the official Residence Life Housing Contract form is electronically signed and submitted to the College of William and Mary, it becomes a binding agreement - a contract between the student, or, in the case of a minor, a guarantor, and the university.

Agreement to Deal Electronically

By choosing to "Review the Residence Life Housing Contract" below, you agree to the following Terms and Conditions:

- Your use of the Residence Life Housing Contract is conducted electronically and you agree that Residence Life may communicate with you electronically for all aspects of your use of the Residence Life Housing Contract, including sending you electronic notices. (If you do not wish to deal electronically, contact Residence Life (757-221-4314) for instructions on how to proceed with a paper Contract process.)
- At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to the Terms and Conditions of the 2014-2015 Residence Life Housing Contract. Your electronic signature is legally binding.
- Delivery of electronic notices is not infallible, so you agree to contact Residence Life if you need information about your Residence Life Housing Contract.
- You agree to keep all records relating to the Residence Life Housing Contract and to print or make an electronic copy of these Terms and Conditions.
- Except as prohibited by law, you waive any law requiring different communication methods in connection with your use of the Residence Life Housing Contract.

**TERMS AND CONDITIONS  
2014-2015**

**The student's signature on or electronic acceptance of the Residence Life Housing Agreement indicates that the student agrees to and accepts the following terms and conditions:**

This is a legally binding contract for a space in campus housing for a full academic year or 11 1/2 months for Tribe Square. Prior to occupancy, this Agreement must be signed and dated or electronically accepted as evidence of acceptance of the terms, conditions and regulations which are 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 Agreement. When a student properly changes rooms, this contract is transferred to the new space. Failure to pick up a key does NOT release the student from this Contract.

**College Regulations**

The resident will abide by the regulations of the College set forth in the current edition of the Student Handbook, the regulations set forth in the Housing Contract and Resource Guide 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 on each living unit. The provisions of this Housing Contract may only be waived or modified in writing by the Associate Vice President/Director of Residence Life.

The Vice President for Student Affairs, Dean of Students, Associate Vice President/Director of Residence Life, Director of Housing Operations, Associate Directors of Residence Life, Assistant Directors of Residence Life, Area Directors, and the staff of residences (Complex Director, Head Residents, Hall Directors, Resident Assistants, Graduate Resident Assistants, Housing Assistants and Program Advocates) are responsible for enforcing regulations as outlined in the current edition of the Student Handbook.

It is expressly understood that violation of policies in the Student Handbook, Residence Life Resource Guide or of the terms of this Housing Contract by the resident may result in penalties ranging from a warning to the resident being discharged from the College's residence halls to permanent dismissal from the College. The College 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.

Where appropriate for the personal safety of the resident(s) and by adherence to the College judicial process, the College

reserves the right to remove a student from his/her residence hall. 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). In addition, the College 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.

### **Inapplicability of Virginia Landlord Tenant Law and the "Virginia Residential Landlord & Tenant Act"**

This Contract sets forth the terms and conditions under which the College of William and Mary will grant the Student the ability to occupy a space in student housing incidental to the College's provision of academic services to the Student. It is not a lease. Therefore, in accordance with Virginia Landlord and Tenant laws, this Agreement is entered into by the College and the Student in full acknowledgement that public and private higher education institutions in the Commonwealth of Virginia (such as William and 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.

### **Checking into a Room**

**Room Key-** Each resident will receive a room key and, where applicable, a front door key or the combination to an entry door lock. I.D. card readers are available on most residence halls. Residents will sign a check-in key envelope indicating that they have obtained their key(s) or combination. Residents may not change or add locks (including chain locks, deadbolts, etc.). Duplication of room keys is prohibited.

**Room Condition-** When a student moves into the residence halls, he/she will be given the opportunity to verify the accuracy of the condition of their room. Any damages or missing items must be noted by a Residence Life staff member at this time to prevent a charge at check-out. The resident's signature on the RCR represents that the conditions recorded at check-in are accurate. This form must be returned to the Area Duty Office within 48 hours of occupancy. After 48 hours, absent the documentation that this form provides, the resident may be held financially responsible for damages or loss to the assigned space, including those damages or losses the resident may claim were present at check-in.

**Early Check-In** - Residents must abide by the appointed schedule for arrival. Early arrivals will be limited to those student leaders and groups designated essential to university activities in advance of the official Opening. Individual residents who are approved by Residence Life to arrive early will be assessed an additional charge which will be charged to their student account. All early arrivals must abide by all university rules, regulations and policies. Early arrival approvals apply only to the individual being approved by Residence Life and does not extend to friends, roommates or apartment mates and includes not storing belongings of another student.

### **Checking out of a Room**

**Keys** - Residents who change rooms, withdraw or otherwise leave university housing must return their keys to a Residence Life staff member or the Residence Life Office within 48 hours. If a key is lost or not returned by the stated deadline, a \$40 charge per key will be assessed. Unauthorized copies of keys will not be accepted. At final check out, keys must be received by the Area Director by noon on the day following Commencement.

**Late Check-Out** - Non-graduating residents who are approved by Residence Life to remain beyond the stated deadline will be billed an additional charge.

**Withdrawals/Room changes during the semester-** Should the resident change rooms, withdraw or be separated from the university or its residences for any reason, the resident will remove all personal belongings from the College premises, vacate the residence and return key(s) within 48 hours. All residents are provided with an opportunity to meet with a Residence Life staff member once they have moved all of their belongings from their room. The staff member may collect the room key and evaluate the condition of the room, noting any damages, missing items or cleaning concerns. Residents who fail to check out with a Residence Life staff member are subject to charges for any or all damages/loss to the room. Exceptions to the 48-hour provision may be authorized for good cause by Residence Life.

**Withdrawals at the end of the Fall semester-** Students who will not continue to live in the same room during the Spring semester are required to remove all their belongings from their room at the end of the Fall semester. The resident will be provided with an opportunity to meet with a Residence Life staff member who will collect the room key and evaluate the condition of the room and note any damages, missing items or cleaning concerns.

**Abandoned Property** - The university will not be responsible for damage or loss of any personal property not removed within 48 hours after a student withdraws, separates from the university or after the residence halls close in the Spring. A room-cleaning charge will be assessed against any student who fails to remove his/her items of personal property within 48 hours of withdrawal or separation. Personal property left in hallways, stairwells and lounges will be considered abandoned property and will be discarded.

### **Contract Period**

The term of this Contract is for both Fall 2014 and Spring 2015 semesters until 48 hours after completion of a resident's last

regularly scheduled exam for non-graduating students and noon on the day following Commencement in May for graduating students. The Housing Contract for residents of Tribe Square covers 11 1/2 months, consisting of summer 2014, fall 2014 and spring 2015 and ends at noon on the day following Commencement in May for students who have not contracted to live in Tribe Square for the next academic year.

**Cancellation Policy** - Students who select housing through a manual process, an on-line process or are part of a roommate group during an on-line process have 24-hours from the time of the selection or acceptance of housing to cancel their housing assignment without penalty. Cancelling a housing selection during any part of the Room Selection Process removes the student from the Room Selection Process for that year. The cancellation policy does not apply to members of a Fraternity or Sorority organization who have committed to their chapter houses and it 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:

1. 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 the student is charged a \$100 cancellation fee.
2. May 1 to May 31: 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 the student is charged a \$250 cancellation fee.
3. June 1 to June 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 the student is charged a \$400 cancellation fee.
4. July 1 to July 31: 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 the student is charged a \$500 cancellation fee.

Cancellation requests should be emailed from the student's William and Mary email account to [living@wm.edu](mailto:living@wm.edu) and include student name, student ID number, space selected and a statement requesting cancellation.

Beginning August 1 students seeking a release from their on-campus housing contract must petition the Contract Release Committee. A release may be granted only to students who can demonstrate through 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.

**Release from Housing Contract** - The Housing Contract covers an entire academic year (fall and spring semesters) and cannot be broken midyear. The Housing Contract for residents of Tribe Square covers 11 1/2 month, consisting of summer, fall and spring. If a student enrolls at the College but does not occupy the assigned room, he/she must still pay for the room for the entire academic year. Failure to pick up a room key does not release a currently enrolled student from this contract. A student will only be released from his/her Housing Contract for the following reasons: If he/she: (1) gets married (a copy of the current marriage certificate is required for verification); (2) is accepted in a William and Mary approved Domestic or Study Abroad program; (3) is academically dismissed; (4) is required to withdraw due to medical reasons; (5) transfers to another institution (copy of acceptance letter to the institution required for verification); (6) completes and pays the cancellation fee as noted above; or (7) is released by the Contract Release Committee. Refunds will follow the policies set forth in the Undergraduate Program Catalog and may include forfeiture of the Room Reservation Deposit.

**Contract Release Committee**- Upperclass and Graduate students with extraordinary circumstances may seek to be released from their Housing Contract by appealing in writing to the Contract Release Committee. In and of itself the following reasons do not constitute "extraordinary circumstances": delay in receiving housing due to wait list status, failure to read and understand that the housing contract is "binding", displeasure with housing assignment or roommate, or signing a lease or purchasing a home off campus. Students are strongly encouraged to gain contract release approval prior to making any commitments off campus. Documentation must be received in the Residence Life office in care of the Contract Release Committee. This Committee will review the written documentation and notify the student by phone and/or e-mail of the Committee's decision. The Committee will review petitions during the first and third weeks of each month and the decision of the Committee is final. Freshmen seeking a change to their on-campus housing requirement must contact the Associate Vice President/Director of Residence Life.

**Temporary Housing** - The College reserves the right to assign incoming freshmen to temporary accommodations in the event that regular room assignments are not available. Freshmen assigned to temporary assignments will be relocated and required to move to a permanent space as rooms become available.

**Special Interest House Allocation** - In the event a group loses its Special Interest House allocation, Residence Life reserves the right to reassign individuals to alternative spaces. If loss of Special Interest Housing for the succeeding year occurs after individual Housing Contracts are signed but prior to the annual room selection process, the individual Housing Contract will be canceled so that students will have the option of selecting rooms in the room selection process.

### **Damage/Loss Charges**

**Room Damage/Loss**- The resident (and roommate(s) where assigned) is responsible for damages to his/her room, as well as damage and/or loss to the furnishings and fixtures the College has provided. The resident agrees to pay for the restoration of the property to its condition at the time of occupancy or for repairs or replacement (except normal wear and tear), unless the

identity of others responsible for the damage or loss is established and proven by the resident(s). Resident(s) are responsible for any damage or loss to the premises caused by their guests. This responsibility extends until the resident is officially checked out by a Residence Life staff member. Charges for damages, cleaning, replacement of furniture, etc. shall be divided by the number of students assigned to the room. If one or more roommates assume responsibility for damages, cleaning, replacement of furniture, etc., a written statement signed by the responsible party must be noted on the Closing Agreement, which has been signed by all of the room's residents and submitted to the Area Director indicating who specifically should be charged. Charges will not be assessed to one roommate based solely on another roommate's claim of wrongdoing. Students should assure that all windows and doors to the room are locked and secured before their final departure at check-out.

**Common Area Damage/Loss** - It is understood that the residents are responsible for any damage or loss caused or non-routine cleaning or trash removal required to the common areas of the residence halls and their furnishings, including vending machines and other equipment placed in the residence halls as a convenience to the residents. Common areas include corridors, recreation rooms, kitchens, study rooms, living rooms, laundry rooms, public baths and lounges. When damage occurs, the student(s) will be billed directly for the repairs. Individual Hall Councils have the authority (along with Residence Life Staff) to assess and assign charges for these damages. Common Area Charges that are assigned by the Hall/Apartments Councils will be collected directly by Hall/Apartments Council representatives prior to the end of the semester. Residents are expected to provide payment to the Hall/Apartments Council representative. If at the end of the year charges assigned by the Hall/Apartments Council have not been paid, Residence Life will bill the student directly with the addition of a \$15 administrative charge. Damages may also result in College judicial action. Those students who are responsible for vandalism or theft may be removed from and/or denied future housing in College residence halls.

**Procedures for appealing damage charges** - In the event the resident wishes to contest the charges for damages or loss, the following procedure is prescribed:

(1) Contact in writing the Area Director for the building in which the alleged damage occurred. For Hall/Apartment Council levied damage billing; appeals may be heard by the Hall/Apartment Council or the Hall/Apartment Council's designates prior to the last day of classes in the spring semester. After the last day of classes in the spring semester the Area Director will hear all appeals.

(2) If the matter is still unresolved, contact in writing the Director of Housing Operations.

(3) Appeals will be heard by the Appeals Board consisting of three representatives from the Residence Hall Association (RHA). The decision of the Appeals Board is final.

(4) Charges must be appealed in writing within 30 days of the date of the bill. Bills received during the summer must be appealed in writing before the end of the first full week of fall classes.

### **Eligibility**

Only registered and currently enrolled degree seeking William and Mary students, including research graduates, are eligible to reside in College housing.

All freshmen students are required to live in College housing. Freshmen student status, as defined by this policy is first-time, full-time college student status for two semesters (i.e., no full-time college experience after high school).

Exceptions to the freshmen residency requirement may be made for:

(1) freshmen who commute daily within a 30-mile radius from the homes of their parents or legal guardians;

(2) freshmen who are 21 years of age or older; or

(3) married freshmen.

Freshmen who transfer to William and Mary before completing two full-time semesters at another college or university will be eligible to reside in campus housing, provided they have been admitted and a housing application is received in Residence Life by the first week in May for the Fall semester and the first week in December for the Spring semester.

The movement of a first year student assigned to a first year student residence to an upper-class residence or off campus is not permitted. The same policy applies to upper-level students requesting a move to first year student buildings.

Part-time and unclassified students may apply for housing but will only be offered a space after all full-time, degree seeking students have been accommodated. Students currently residing in campus housing who are approved to drop to part-time status will not be required to leave campus housing.

### **Emergency Evacuation Plans**

All students in campus housing are required to have an emergency evacuation plan on file with the College prior to the first day of classes. Failure to submit a plan will result in a referral to the Office of Student Conduct.

In the event the College determines evacuation of the residence halls is necessary all students in housing will be required to vacate their rooms and will not be allowed to return until the College officially opens. This includes residents of CW House, Tribe Square and the Graduate Complex.

### **Facilities Management**

The following services are provided by Facilities Management and can be accessed by calling 757-221-2270, through the on-line work order system to by working with a member of the Residence Life staff.

### **Building Services/Trash Removal**

Building Services staff is responsible for routine cleaning of public areas, such as hallways, stairwells, public bathrooms and lounges. Hallways and stairwells must be kept free of personal belongings that could impede the ability of Building Services staff to maintain these areas. No cleaning services are provided for apartments, Lodges or suite/private bathrooms. Students are expected to maintain their rooms in an orderly and sanitary condition. This includes removal of personal trash (ex: trash bags, pizza boxes, etc.) to a College dumpster and recycling to College approved recycling areas. Residents may be charged a fee for the removal of personal trash from public areas.

### **Extermination**

Residents must take care in keeping their own rooms and public areas clean to prevent insect infestation. The College is under contract with an exterminator to respond to specific insect and pest problems. This service must be requested through the Facilities Management work order request system by the resident(s).

<http://web.wm.edu/offices/facilities/workorders/index.php> the schedule printed in the College Catalog.

### **Maintenance**

While the College will be responsible for the routine maintenance, the resident is responsible for reporting maintenance concerns. The College will provide electrical power, heat and water and maintain these utilities under controllable conditions. Residents must understand that, as a condition of this Contract, the College shall not be responsible or liable for any damage or loss to his/ her personal property while on the premises caused by the cessation or failure of such utilities, no matter the reason. Moreover, the College will not be in breach of this Contract if such utility service is suspended for any reason; provided, if the premises are rendered unsafe or unfit for occupancy, the College will offer alternate housing if it is available on campus or provide a prorated refund of the unused portion of the rent in accordance with

**Repairs-** Requests for repairs should be filed by the resident on the Facilities Management web site

(<http://web.wm.edu/facman/FM/FM-WorkOrders.php>). If the repair is not made within a reasonable amount of time, a second request should be submitted by the resident. If the repair is still not made, the Area Director should be notified of the situation and given the opportunity to resolve the problem.

**Emergency Repairs -** The Emergency Call Center (221-2270) operates Monday through Friday, 4:30pm to 7:30pm and 24 hours a day on weekends and holidays. Routine facilities issues should be reported through the on-line request form

<http://www.wm.edu/offices/facilities/workorders/index.php>

**Rent Rebates-** If after a reasonable amount of time repairs are not made or sufficient reason for the delay provided, the resident may appeal to the Director of Housing Operations for a rent rebate or other solution. Rebates are granted only in cases where the College has remained unresponsive and the condition of the premises is such that reasonable occupancy and use there of is precluded. The decision of the Director of Housing Operations concerning whether a rebate is granted may be appealed to the Residence Hall Association (RHA) Appeals Board. Once a rebate has been granted, the amount of the rebate may not be appealed. Rebate requests must be made prior to June 30th of the current contract year.

### **Furnishings/Fixtures**

The following is provided in each room: one bed, mattress (typically 36"x 80"), chest of drawers, closet/wardrobe, desk and chair per student and one recycling container per room. Other furnishings will vary according to the individual residence hall. College furniture may not be removed from a resident's room or apartment and should not be switched between rooms or with lounge furniture. College furniture from student rooms and public areas may not be taken outside. In addition, window screens shall not be removed unless approved by Residence Life. Students approved for a window air conditioner by the Student Health Center will automatically have their screen removed and stored by Facilities Management.

### **Guests/Visitation**

**Guests on the Hall -** Guests are expected to abide by all rules and regulations of the College, Residence Life, and individual building's Community Agreements. The resident is responsible for the behavior of his/her guests, including restitution for damage to College facilities. **Guests in the Room -** In order to have a guest(s), residents must have the consent of the roommate(s)/apartment mate(s) on each occasion. Extended visits are not permitted, nor is cohabitation (residency with someone other than the officially assigned roommate).

### **Inspections/Room Entry/Searches**

Authorized personnel may enter a student room:

- (1) For the purpose of assuring fire protection, life safety, sanitation or scheduled maintenance and use of the College's furnishings, fixtures and facilities. Any such inspections or entry, except in the case of emergencies, shall be announced 48 hours in advance by the posting of a notice in the residence hall or via e-mail notification. The resident's absence will not prevent the carrying out of such maintenance or safety inspections.
- (2) When an occupant has requested repairs or extermination by filing a Work Order Request, authorized maintenance personnel may enter in the resident's absence for the sole purpose of making the repairs or exterminating as requested.
- (3) In order to secure the buildings, Residence Life staff will enter and check all resident rooms during the Thanksgiving and semester breaks. Visible violations of College policy will result in College conduct action.
- (4) If a roommate moves out of a room, a member of the Residence Life staff may enter the room following the completion of the move to inspect for damages and insure space is available for a new occupant.

(5) To verify that all vacancies are prepared for new occupants for the Spring semester. Conduct action and/or cleaning charges may be imposed on a resident if his/her room is not ready for a new occupant.

(6) If noise (unattended loud music, alarm clock, etc.) coming from a room where the occupants are not present is causing a disruption to the community.

(7) To unlock a suite bathroom door if it is reasonable to assume that suitemates will be gone overnight and/or being locked out of the bathroom creates a major inconvenience or presents a safety hazard to locked-out residents.

College policy prohibits staff members from unlocking room doors for anyone other than the occupant(s) (except in those cases outlined in the AStatement of Rights and Responsibilities@ found in the Student Handbook).

It is understood and agreed that a resident's room or possessions on campus will not be searched by College authorities for violation of College rules and regulations or applicable law unless there is reasonable administrative cause to believe that a resident is using his/her room for purposes in violation of College rules or regulations, or in violation of this Contract and unless a certificate authorizing the search has been issued and signed by the Vice President of Student Affairs. The certificate shall state the source of information, the violation, the location of the search, the materials to be seized or information sought and the name(s) of the person(s) authorized to conduct the search. The foregoing does not apply to searches conducted by local or William and Mary Police. Such searches are governed by the Code of Virginia.

### **Insurance**

The College is not responsible or liable for any loss or damage to property resulting from fire, theft, casualty or any cause, or for personal injury occurring within the leased premises, except as may be required by Virginia law. It is strongly recommended that personal property insurance be obtained by each student.

### **Meal Plan Requirement**

All undergraduates in campus housing are required to have a meal plan with the College Dining Services. Students should refer to Dining Services for meal plan eligibility based on social class.

### **Prohibited Items in the Residence Halls**

Some examples of items not permitted in the residence halls are listed here; however, this list is not necessarily all-inclusive: animals (excluding fish, service animals and pre-approved comfort animals), non-fused extension cords, outside antennas, bread machines, candles, incense, ceiling fans, chain locks, crock pots, dead-bolt locks, explosives, firearms, fireworks, gasoline and other combustible liquids, hot pots that are not thermostatically controlled, immersion coils, incense, oil lamps, open flames, space heaters, torchere-style (pole) halogen lamps, waterbeds and weapons. Live cut Christmas trees, as mandated by the State fire code, are not permitted in the residence halls.

**Prohibited Items in Student Rooms** - The following kitchen appliances are prohibited in student rooms, but may be used in residence hall kitchens: hot plates, toaster ovens, broilers, George Foreman Grills, electric skillets/woks and other portable electric cooking devices.

**Prohibited Activity**- Residential facilities and student rooms/apartments may not be used to conduct a business.

### **Rates**

The resident agrees to pay the College in advance, on a semester basis (including the summer session for Tribe Square residents), the rent established for the room which is assigned. The initial rate for the assigned space at which the resident is billed for the assigned space (except for clerical error) is guaranteed for the entire academic session unless: (1) the occupancy level of the room changes or (2) the resident changes to another room and the rate for the new room is different. Then a refund or additional payment may be required. These procedures exclude Graduate Complex who choose to pay by installments. Room rates will be prorated on a daily basis for students acquiring on-campus housing more than two weeks after the first day of occupancy. Room rates are not based on the presence of air-conditioning.

### **Refund/Forfeiture Policies**

If the resident withdraws from College during the course of the semester, refunds of the room rent will be prorated based on the date the resident officially checks out of the room with the required paperwork completed by a Residence Life staff member. Residents who are required to withdraw by the College because of a failure to meet obligations under the Housing Contract or for other reasons, who are removed from the residences, or who, while remaining enrolled at the College, move out of the residence halls are financially obligated for the remainder of the semester.

### **Room Changes**

Residents may not move from one room to another without prior written consent from Residence Life. Violation of this requirement will result in a \$25 charge (the resident will be required to move back into the original assignment) and is a violation of this Contract which may result in a referral to the Office of the Dean of Students. See Discrimination Clause.

**Room Change Dates** - The room change process begins one week after the first day of classes in the Fall and continues through the spring semester.

**General Room Changes** - Students interested in changing rooms should go to Residence Life (212 Campus Center) once the room change period begins to complete the Room Change Request Form. Changes are typically approved on a first come, first

served basis, but may be made based on the individual circumstances involved. Once a change has been granted, students should complete their move within 48 hours. Exceptions to the 48-hour provision may be authorized for good cause by the Associate Director for Administration.

**Direct Room Switches** - A direct switch is when two residents of the same residence hall area exchange room assignments. Area Directors may approve direct switches during the academic year. Room changes into vacant spaces or into another residence hall area must follow the General Room Change guidelines. Direct room changes (person for person) over the summer will be honored during the month of June provided that all students involved provide written or e-mail (from the student's William and Mary account) agreement to Residence Life between June 1 and June 30, there can be no vacancies or special interest housing involved in the request. Direct room switches involving special interest housing will require approval from the academic department overseeing the house. Otherwise, requests for room changes will not be accepted until one week after the first day of classes at the beginning of the fall semester.

**End of Fall Semester Room Changes** - At the end of the Fall semester, there are a substantial number of room changes. Individuals who change rooms must officially check-out of their old assignment before the halls close for the semester break and will be given instructions at the time they sign the room change approval paperwork.

### **Room Reservation Deposit**

The \$200 Room Reservation Deposit will be credited toward the Fall room rent charge due to the College. Failure to pay the deposit by the stated deadline will make the student ineligible to participate in the room selection process. Please note that payment of the deposit is the responsibility of the student. Bills and reminders concerning the Room Reservation Deposit are not sent to parents.

**Currently Enrolled Students** - To request a room in a College residence for the following academic year, a currently enrolled student must pay a \$200 deposit by the advertised deadline date and sign or electronically accepted a contract with the College at the time of assignment to a room. This \$200 Room Reservation Deposit serves as the student's indication that he/she wishes to reside in College housing. It is NON REFUNDABLE except in the event the resident transfers (must submit copy to Residence Life of acceptance letter), gets married (a copy of the current marriage certificate is required for verification), is academically dropped, is selected to participate in an approved Semester Study Away program, is unable to enroll due to illness, or is temporarily wait listed from the Room Selection Process. A person who is wait listed from the Room Selection Process can take one prospective roommate with him/her to move off campus as long as they request a refund together and apply by the stated deadline.

Residence Life MUST be notified before the first day of classes that a resident has transferred, married or will be participating in an approved Semester Study Away program. This notification is necessary to cancel the contract and refund the \$200 deposit. If notification is not received by the first day of classes, the \$200 deposit shall be forfeited and other charges may apply.

**Transfer/Returning/New Students** - Prior to receiving an offer for campus housing, he/she must submit their electronically signed Housing Contract, indicating they have read and agree to the terms and conditions of housing.

### **Room Responsibility**

Residents are responsible for the security of their room/apartment/Lodge. Residents are encouraged to keep their room doors locked when they are away from the room or sleeping and are discouraged from leaving guests unattended in their room/apartment/Lodge. Residents will be presumed to be responsible for any violations that occur in their assigned residence space.

### **Safety and Security**

#### **General Safety**

- (1) The College cannot guarantee the safety and security of the premises. Residents are responsible for their personal security and that of their belongings within College facilities.
- (2) Due to the risk of injury and property damage, residents are prohibited from planning and/or participating in events and activities that involve the use of water and water devices within and adjacent to campus residences, i.e. swimming pools, water balloons, water guns, or slip-n-slides.
- (3) Computerized I.D. access or other security systems are provided in the residence halls for the protection of the residents. While the College is in session, the exterior doors to the residence halls will be controlled to restrict access to residents and guests. Access to residences by non-residents may be restricted to earlier hours, if the Residence Hall Council decides, or if the College determines that this is necessary for safety and security reasons.
- (4) Residents may not engage in any activity which creates a safety risk or which jeopardizes the security of the premises, including but not limited to, the propping of exterior doors and the removal of window screens.
- (5) For safety reasons, the roofs, porches, window ledges, unfinished attics and mechanical equipment rooms of all College buildings are restricted areas and may not be accessed.
- (6) Individuals observed in the hall who are not residents or guests should be reported immediately to a Residence Life staff

member or William and Mary Police.

### **Electrical Safety**

- (1) Permanent electrical circuits cannot be altered by occupants or anyone not authorized by the College.
- (2) Appliances, lamps, power cords and other electrical equipment with damaged, worn, spliced, cracked, or frayed cords and plugs must be replaced.
- (3) All lighting fixtures must use only light bulbs of type and wattage as recommended by the manufacturer. Lamp shades must also meet manufacturer specifications for the specific fixture.
- (4) Electrical cords or other communication cables may not be installed under carpets, hung over nails or run through doorways and windows.
- (5) The following are prohibited in residence hall rooms: multi-plug adapters (the type that are affixed directly to the wall outlet), cube adapters, non-fused plug strips or items such as air fresheners that include an outlet on them.
- (6) Grounded relocatable power taps or surge protector strips with heavy duty cords and a "reset" switch will be the only allowable receptacle extensions from wall outlets. Each power tap will be connected directly into a wall receptacle and they shall not be plugged into one another.
- (7) Non-fused extension cords and flexible cords are prohibited in residence hall rooms.
- (8) No power cord, of any type, shall be extended through walls, ceilings or floors, or under doors or floor coverings, nor shall any cord be subject to environmental damage or physical impact.
- (9) Any cord that has physical damage or splicing must immediately be removed from service and removed from residence halls.

### **Fire Safety**

- (1) OPEN FLAMES (from any source) and burning materials of any kind are absolutely prohibited in the residence halls.
- (2) The integrity of all ceilings, floors and walls must remain intact and not be disturbed. Ceiling tiles are not to be removed, disturbed or broken - nor should items be stored above a drop ceiling. Also, light fixtures must have proper globe or deflector in place. Any open bulb fixtures are a fire hazard and should be reported.
- (3) Additional wall coverings (e.g. paneling, wallpaper, etc.) cannot be installed by occupants.
- (4) According to Virginia State Fire Code, candles and incense are prohibited in residence halls, even if such items are unlit or being used for decorative purpose only.
- (5) According to Virginia State Fire Code, no more than 10% of a residence hall room's wall surface area may be covered by potentially flammable objects. This includes but is not limited to posters, framed pictures, photos, flags, tapestries or any other decorative objects that are mounted on the wall. Residents in residence hall rooms that approach or surpass this 10% level may be required to remove items as necessary to comply with state fire safety requirements. In addition, wall hangings cannot contact electrical outlets or come closer than 12 inches to the heating unit. All ceiling decorations are prohibited.
- (6) Window decorations other than college furnished shades, drapes or blinds may be used but must carry a recognized fire rating and be constructed of fire retardant material.
- (7) Living areas must be kept uncluttered and access to the doors clear. Hallways and stairways must remain clear and unobstructed.
- (8) At no time may the maximum capacity restrictions of a room, apartment, or lodge be exceeded.
- (9) Residents may make use of the working fireplaces in the following areas: DuPont, Graduate Complex building 800 lounge, Sororities (with the exception of the 2nd floor fireplace in House 1), Lodges, Tazewell and Taliaferro.
  - (a) Fires in fireplaces should never be unattended.
  - (b) There should always be a fire extinguisher present in the vicinity when there is an attended fire in the fireplace.
  - (c) The use of chemical fire starters is prohibited.

### **Smoke-Free**

Complying with the requirements of the Commonwealth of Virginia and in accordance with the College of William and Mary's smoking policy, all residence halls, apartments, and houses are smoke-free. Residents, guests and employees must refrain from smoking at any time they are physically present in the building, including in private residence rooms and within a 25-foot radius surrounding all college owned and operated facilities. This includes the use of e-cigarettes.

### **Storage**

**Academic Year Storage-** The College will not store College furnishings outside the resident's room. Personal belongings in stackable containers may be stored in approved storage areas of selected residences during the academic year at the sole risk of the owner/user. Personal property left in hallways, stairwells and lounges will be considered abandoned property and will be discarded. The College is not responsible for any damage, deterioration or loss and makes no representation, express or implied, as to the fitness of the premises. All personal belongings must be removed from these storage areas at the end of the regular academic school year. It is agreed that personal belongings not removed from student rooms or storage areas may be discarded or auctioned by the College at the end of the regular academic year.

**Summer Storage-** Summer storage is very limited and restricted to the area designated by Residence Life. All stored items must be in stackable containers labeled with name, residence hall address and date of pickup. Refrigerators, bicycles and lofts may be stored but loft frames must be disassembled, securely bundled and labeled. Personal property left in hallways,

stairwells and lounges will be considered abandoned property and will be discarded. Access to items stored over the summer may not be gained until the official opening of the residences in the fall. No carpets, rugs, mattresses, sofas or chairs (or any other furniture items) may be stored. Absolutely no combustible, flammable or explosive items are permitted in storage areas. The College will discard or auction items not removed from these areas by the publicized date in the Fall semester and the owners may be charged for the removal of such items.

### **Subletting**

Students may not transfer this Contract or sublet the assigned room to another party.

### **Vacancies**

Residence Life reserves the right to fill all vacancies. If a space becomes available in a room because a roommate has not been assigned or a roommate moves out, Residence Life reserves the right to fill the vacancy. If spaces are not needed after October 1 (Fall) or March 1 (Spring), the resident may request to continue to live in the room at an increased rate for the balance of the semester and be assured that the College will not assign someone to that space.

A "double as single" rate shall be charged equal to the cost of the current rate plus the prorated amount of one half the cost of the remaining half of the room.

Residents who engage in conduct designed or intended to dissuade or intimidate other students from moving into a room or who otherwise attempt to manipulate the housing assignment process may be subject to conduct action. This includes not responding to phone, e-mail or other attempts to make contact.

### **Vacation Periods**

The residences, with the exception of graduate housing and Tribe Square, are not open for occupancy during the Semester Break. In addition, only selected buildings are open for the Thanksgiving Break (Cabell, Graduate Complex, Living Learning Communities in the Randolph Complex, Lodges, Ludwell, Nicholas, Reves, Tazewell, Tribe Square and all Fraternity and Sorority Houses). Students are encouraged to plan ahead and make alternate arrangements during this time (10 a.m. on Wednesday, November 26 through 9 a.m. on Sunday, November 30). Residence Halls remain open during both Fall and Spring Breaks.

### **Additional Provisions**

If the premises become uninhabitable because of fire, strike, earthquake, accident, flood, riot, emergency, act of God or any reason beyond the control of the College, the College of William and Mary is no longer obligated to provide housing and the student will not be required to pay rent for the time remaining on this Contract. Residence Life will attempt to identify and provide alternate housing for each student affected. A refund of the room rent will be made (in accordance with the schedule printed in the College Catalog) if the student chooses not to accept alternate housing offered by the College or if the College is unable to offer alternate housing. Should any of the conditions described above result in damage or loss to personal property, loss of other items of value, or if there is any other resulting expense, the College will not be responsible.

Nothing in this document proscribes or limits the authority and power of the Board of Visitors of the College of William and Mary to establish policy, rules and regulations, which shall be applicable upon their effective date and operate prospectively unless otherwise stated.

Further, the College reserves the right to make reasonable modifications to this Contract to insure personal safety or protection of property, provided reasonable advance notice is given.