

Campus Housing Terms and Conditions
Office of Residence Services
Wright State University
Revised 1/2009

I. General Conditions

A. General Terms

Wright State University provides residence facilities for students as an integral part of its educational mission and as an academic support service. Upon return of the Application/Agreement and prepayment, the student will be guaranteed a room assignment and hence be obligated to the full term of the agreement. A room assignment will not be made prior to the receipt of the signed Application/Agreement and prepayment. A Student Health Services medical form is required prior to occupancy to prove immunization. Wright State University reserves the right to deny housing to anyone who has been convicted of a felony or misdemeanor.

B. Fees/Payments

The balance of both the room and board fees are expected in accordance with published due dates or by use of the Student Installment Payment Plan (SIPP). All rents are payable without demand or notice before the date set forth, and shall be paid to Wright State University, Office of the Bursar, 3640 Colonel Glenn Hwy., Dayton, OH 45435-0001, or at such other place as the university or its assignees may from time to time direct. Students may make payments and view their Bursar account at: <http://wingsexpress.wright.edu>. Payment due dates are specified on the quarterly billing statements and are also available at the Office of the Bursar. Failure to remit payments by due dates will result in a "HOLD" being placed on a student's academic record and may result in a late payment penalty. All accounts that are referred to collections are subject to reasonable collection costs, including attorney's fees and other charges necessary for the collection of any amount not paid when due. These provisions shall in no way prevent the university or its assignees from exercising any other remedy available under the terms and conditions of this agreement or the laws of the State of Ohio as specified in the Ohio Revised Code.

C. Policies/Procedures

By signing and returning the Application/Agreement, resident students agree to accept and abide by all Residence Services and university policies, procedures, and regulations and to accept any living unit space as assigned. Resident students are expected to read and abide by the policies, procedures, and regulations published in the Residence Services Sourcebook as appropriate, which is an addendum to the Application/Agreement, and the Wright State University Student Handbook. These policies, procedures, and regulations may change from time to time, as designated by the Office of Residence Services.

A current version of this document can be reviewed at <http://www.wright.edu/housing>. Violators of these regulations and procedures may be disciplined by a Judicial Review Board or university staff, according to the due process procedure explained in the Wright State University Handbook or Residence Services Sourcebook.

D. Eligibility Requirements

All campus housing is "smoke-free" and no smoking will be permitted in any of the buildings.

All students are eligible to live in the Hamilton Living/Learning Center and The Woods. Those who request and are assigned to the Honors housing must be in the University Honors Program, a National Merit Scholar, a Trustee Scholar, or accepted into a specialized living-learning community scheduled to occupy that building. Other students may be assigned to Honors Hall if interest is insufficient to fill the community.

In order to be eligible to live in Forest Lane, College Park and University Park, students must be 21 years of age, be of sophomore status, or have lived on campus for three consecutive quarters.

In order to be eligible to live in The Village, students must be 23 years of age, be a graduate or professional student, be married and/or have dependent(s), or be of junior or senior status.

Continuing WSU students wishing to reside in Forest Lane, College Park, University Park, or the Village must also have an a cumulative grade point average greater than 1.0 at the time of their application for campus housing for the coming academic year. Exceptions to this policy may be requested through the Residence Services Appeals process.

E. Break Housing

Continuing students may be permitted to live in their units during breaks. Students in the Residence Halls who specify that they desire housing for any part of the break period(s) will be charged a Break Housing Fee designed to cover the costs of facility operation during the break period. The Winter Break Housing Fee is \$225; Spring Break Housing Fee is \$75.

F. Summer Quarter Housing

Summer quarter residents are housed in an area designated for summer quarter housing, and if not enrolled in academic courses, must be pre-enrolled for ensuing fall quarter if they wish to obtain a contract during summer quarter.

G. University Cancellation

The university reserves the right to cancel this Agreement for reasons including, but not limited to: university response to violations of the policies, procedures, and regulations as published in the Residence Services Sourcebook, and Wright State University Handbook, such as trafficking of controlled substances, weapons violations, and as a response to cumulative disciplinary history with the university, non-payment by student, and in the response to facility emergencies resulting from fire, excessive water flow, weather damage, and Residence Services' response to rental and/or damage history.

A college or university may terminate a rental agreement with a student tenant prior to the expiration of the term of the agreement and require that the student vacate the dwelling unit only when the termination follows a hearing in which it was determined by the college or university that the student violated a term of the rental agreement or violated the college's or university's code of conduct or other policies and procedures. The hearing must be preceded by a written notice to the student, must include a right to be heard, and must otherwise comply with the college's or university's procedures for disciplinary hearings. The written rental agreement must specify the conditions under which the rental agreement may be terminated and specify the college's or university's notice and hearing procedures that will be followed in making a determination under this section.

If a student is removed from campus housing as a result of behavioral misconduct and as determined by the University judicial process, the student will receive no refund for the percentage of time remaining in the contract. Removal from campus housing does not relieve the student from responsibility of previous debt, damages or rental obligations unless the misconduct is considered a trigger event.

H. Enrollment Requirements

Rooms are assigned to students enrolled at the university for the fall, winter, spring, and summer quarters. Summer quarter residents not taking classes must be pre-enrolled for the ensuing fall quarter if they wish to obtain a contract during summer quarter.

I. Meal Plans

The university requires that all residents assigned to the Residence Halls purchase a meal plan at the minimum prescribed level for each quarter in residence. During fall, winter, and spring quarters, university dining service will be available no later than the dinner on the evening of opening day and ending with the evening meal on the Friday of the final exam week.

J. Occupancy

The check-in date is subject to change due to official university holidays. If it is necessary to change the check-in date, continuing and new students will be notified. Early check-ins, when approved, may result in an additional daily charge to residents.

K. Vacating the Premises

Students residing in a Residence Hall who withdraw or are suspended or dismissed from the university must check out properly and vacate their residences, with their belongings, within 24 hours after the termination of their enrollment. Students residing in a Residence Hall must vacate their unit within 24 hours of the completion of their last final exam of the quarter this agreement covers, or by the publicized check-out date and time, whichever occurs first. Room charges are assessed up to the date keys are returned or a core lock change is completed, whichever occurs last.

L. Rates

All rates are subject to change and must be approved by the Board of Trustees. Final approval of future rates is received by the end of the university's current fiscal year.

M. Damages and Other Charges

The student agrees to use ordinary care in the use of the residence, the furniture, appliances and all other parts of the residential community. Charges for special cleaning, keys, and for repairing or replacing of any damage or loss to property necessitated by the lack of due care on the part of the student(s) and/or guests, will be billed to the resident(s) responsible for the damage or charge. If the damage and/or charge cannot be attributed to an individual resident, it will be appropriately divided and charged to all resident(s) of the unit, floor, building, or community. Any defective condition of the unit that comes to the resident's attention must be reported to the Office of Residence Services at (937) 775-4172 as soon as practical or possible. Students will be billed for any pieces of furniture missing from the unit at the time of auditing.

N. Room and Roommate Assignments

The university is committed to a policy of nondiscrimination. Those students wishing to share a room must mutually indicate their preferences as Roommate Requests on the Student Preferences Form as per the instructions detailed on the form. Roommate requests based on race, sexual orientation, religion, or age will not be considered. Wright State University will attempt to honor roommate requests, but does not guarantee that all requests will be honored. Only members of the same sex may share the same room, with the exception of nontraditional housing as specified by the Office of Residence Services. **In the absence of a roommate request, the Residence Services staff will assign roommates without regard to their race, color, religion, ancestry, national origin, age, disability, veteran status, or sexual orientation.** Assignments are made upon receipt of full pre-payment and according to application date. Continuing students participate in a reassignment process prior to new incoming students. Assignment to a residential community and/or a particular roommate is based on the residents' preference(s), but is not guaranteed.

Final decisions regarding room and roommate assignments are made by the Director of the Office of Residence Services and his / her designee. The university reserves the right to assign residents in non-single accommodations without roommates to vacancies in other units. Vacant units are thus available to meet other short-term university needs. Except for consolidating vacancies, no changes of assignments are made during the first week or the last week of any quarter. At other times, changes of assignment are made at the request of the occupants of each residence unit involved and with the approval of the residential community or assignment staff or to consolidate vacancies. In addition, the university reserves the right to change any assignment. The right of occupancy in any residence is restricted to the students who have an accepted agreement and have been assigned to that unit. Assignments are not transferable. Students moving to rooms other than the one assigned without authorization from Residence Services will be charged an additional fee of \$150. Overnight guests are only permitted only with the consent of all other occupants of the residence unit and in accordance with the overnight guest policy. Residents are responsible for the conduct of their guests at all times. Additional information concerning this section can be reviewed at www.wright.edu/housing.

O. Failure to Prepare for Arriving Students

Vacancies may be assigned by the Office of Residence Services at anytime to students who meet eligibility requirements and desire to live on campus. For this reason, campus residents that have vacancies in their units must not use space or furniture that is not assigned to them. Shared unit spaces, such as bathrooms (and kitchens or living rooms, in the case of campus apartments), must be used by residents in a conscientious manner that ensures that the unit will be desirable for a new resident. Efforts will be made by maintenance and/or custodial staff to prepare vacant space for newly arriving students. Current resident(s) who do not make vacant space acceptable for use as described here will be charged a fee of \$150 and/or subject to judicial action.

P. Residence Unit Entry by Staff Members

Staff members may enter any residence unit for the purpose of maintenance and/or repair and in emergency situations and/or health and safety checks. Entry to a room where there is reason to believe that illegal activities or violations of university regulations are taking place, or for purposes of search or seizure, will be made only when authorized by the Director of Residence Services or his/her designee and preferably when the occupants are present.

Q. Local, State, and Federal Laws

Residents should be aware that they are subject to all local, state, and federal laws, including those regarding gambling, firearms, and the use and possession of alcoholic beverages and narcotic drugs. Residents are also subject to all federal, state, and local laws and university regulations and policies regarding computer use and connectivity.

R. Dangerous Items Will Be Confiscated

The Office of Residence Services reserves the right to confiscate and dispose of any weapon, ordinance, explosive or other items within its discretion it deems inappropriate or dangerous. The resident agrees not to seek reimbursement for the cost or value of that item by signing this agreement.

S. Medical Forms, Insurance, and Treatment

Student residents are required to carry the WSU Student Health Insurance as provided on the quarterly registration forms or to indicate valid health insurance coverage provided by another carrier in the space noted on the Resident Registration Record, issued upon check-in. In case of illness or injury, the Student Health Service of Wright State University is authorized to administer treatment to a student. Residence Services staff members are authorized to obtain treatment or admit a student to a local hospital if necessary. A reasonable effort will be made to contact parents or a person designated by the student in the event of an emergency requiring admission to a medical facility. The health information form mailed with the agreement must be returned to the WSU Student Health Services prior to occupancy. Failure to return the form may result in a "HOLD" being placed on a resident's academic record. Physically challenged students may be required to verify appropriate attendant care as determined by the Office of Disability Services in order to maintain occupancy. Residents requiring special or adaptive equipment must provide those items at their expense with the prior approval of Residence Services.

T. Personal Property

The university, its agents, owners, or assignees cannot be held responsible for the personal property of student residents or guests. Students should carry insurance coverage for any personal belongings brought to campus.

U. Cleanliness and Sanitation

Residents are responsible for the cleanliness and orderliness of their unit and surrounding area and must comply with all applicable laws, appropriate health codes and standards. Garbage, trash, and other waste must be deposited daily in proper receptacles.

V. Accidents

Residents must make all effort to avoid, and accept full responsibility and risk, for any accidents or injuries that may occur to them or guests on or about the premises. The university, Office of Residence Services, its agents, or owners are not responsible for accidents or injuries sustained by residents or their guests especially from accidents or injuries sustained by individuals who knowingly and willingly perform general or light maintenance activities.

W. Expanded Occupancy

The Office of Residence Services reserves the right to over assign living units based on need and demand. Space not traditionally designated as living units may be converted into expanded accommodations in an attempt to manage optimum occupancy and to accommodate as many students as possible. Potential expanded accommodations may include, but are not limited to: converted public area space (such as lounges), expanded unit occupancy, and/or local motels/hotels. Students assigned to expanded accommodations will be advised of the same prior to arrival on campus or at the time of check-in. Assignment to expanded occupancy accommodations is not considered grounds for agreement release upon request. These are temporary assignments and will result in relocation to a permanent space. These relocations could occur anytime during the quarter and will have the room rates adjusted at that time.

X. Special Provisions

In the event the university is unable to provide the services described herein, which is beyond the control of the university due to extraordinary circumstances, a refund will be determined.

Y. Maintenance

The university or its agents will make all necessary interior and exterior repairs to maintain the unit in a safe and habitable condition as prescribed by good practice and local or state housing ordinances. The authorized staff will give the resident twenty-four (24) hours notice of intent to enter the unit to perform repairs or maintenance, except in the case of emergency or when it is impractical to do so. It is the responsibility of the resident to notify Residence Services of any needed repair as soon as possible. Maintenance performed by the resident is not allowed except as specified by the Ohio Revised Code.

Z. Pets

For cleanliness, health, and sanitation reasons, pets (with the exception of fish) are not allowed. Registered assistance animals are permitted with the approval of Residence Services.

AA. Fixtures and Improvements

Residents shall make no alterations, additions, or improvements, nor attach fixtures, without the written approval of the university. The resident shall not remove any of those furnishings or fixtures belonging to the university.

BB. Default

1. General Terms

A default shall mean the failure of any party to perform under the Terms and Conditions of this agreement or any acts by any of the parties contrary to the provisions of this rental agreement.

2. Failure to Pay

In the event the resident fails to pay rent as required by the Housing Agreement, the university may terminate the agreement by giving the resident a three- (3-) day notice of nonpayment and the university's intention, and its assignees to terminate the agreement if rent is not paid or resolved within a time period specified in said notice by the resident. Failure to comply with a Three-Day Pay or Quit Notice may result in eviction. A college or university may terminate a rental agreement with a student tenant prior to the expiration of the term of the agreement and require that the student vacate the dwelling unit only when the termination follows a hearing in which it was determined by the college or university that the student violated a term of the rental agreement or violated the college's or university's code of conduct or other policies and procedures. The hearing must be preceded by a written notice to the student, must include a right to be heard, and must otherwise comply with the college's or university's procedures for disciplinary hearings. The written rental agreement must specify the conditions under which the rental agreement may be terminated and specify the college's or university's notice and hearing procedures that will be followed in making a determination under this section. The student will be subject to the full rental amount of the agreement until such time as resident may be replaced by a qualified replacement.

3. Other Default

In the event of default in any other provision of this agreement, the party not in default has the right to utilize any and all remedies available to that party under the Ohio Revised Code.

4. Other Remedies

In addition to the specific remedies set forth in this agreement, Wright State University, property owners of The Woods, Honors Hall, College Park, The Village, University Park and their assignee(s) shall have additional remedies available under the Ohio Revised Code for any term or condition in this agreement. In any event the resident is financially responsible for the entire obligation of the Housing Agreement unless released by the university housing appeals process.

CC. Holding Over After the Term of the Agreement

If the resident remains in possession after the termination of the agreement, whether termination is at the option of the university or not, the resident agrees to pay rent until possession is surrendered to the university, and to reimburse the university for charges arising from said resident's holdover. Damages may include, but are not limited to: payment of rent until a new resident takes possession, costs incurred in finding a new resident (if resident's holdover results in a loss of subsequent resident), costs to the university for alternate housing for a subsequent resident during the holdover, costs of eviction of resident including reasonable attorney's fees.

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DD. Notices

Any notice for which provision is made in this agreement will be in writing and will be deemed given when (1) personally delivered, (2) delivered by service in a manner provided by law for the service of the original notice, or (3) when mailed by registered mail, postage pre-paid, return receipt requested, to the place held out by such person as the place where receipt of the communication or in absence of such designation, to such person's last know place of residence, or (4) placed at the resident's last know place of address.

EE. Use Absences

The unit will be used for residential purposes only. The resident will notify his/her community staff of any anticipated extended absences from the unit, an extended absence being defined as an absence of seven days or more, not later than the first day of the extended absence.

FF. Binding Upon Successors

This rental agreement is binding upon the respective heirs, executors, administrators, successors, assignees, and agents of all parties. No one may construe that the resident is authorized to assign this agreement or sublet any portion of this agreement except in a manner as allowed in the housing agreement. In the event of the death of the resident during the term of the agreement, the university will forego collection of future rents remaining in the term of the agreement after said death.

GG. Disturbances

While the resident complies with all the provisions of this agreement, the resident is entitled to the quiet use and enjoyment of the premises contracted to the resident. No activities will be permitted upon the premises by the resident that are contrary to any local, state, or federal laws or university policies or regulations, regardless of student status. The resident agrees to use and occupy the premises in a manner consistent with the rights of all residents and the university, and will not permit prolonged or excessive noise disturbance which interferes with the rights, comforts, or convenience of other residents.

HH. Use of Public Areas

The entries, landings, stairways, walkways, and other public areas will not be obstructed by the resident or the resident's guests, nor used for any other purpose than ingress into or egress from the premises.

JJ. Exclusive Telephone Provider

Wright State University, as an exclusive provider, provides telephone service to all residents living in Hamilton Living/Learning Center, The Woods, Honors Hall, Forest Lane Apartments, College Park Apartments, The Village Apartments, and University Park Apartments. Telephone service, by definition, includes the basic line, voice mail, and Personal Identification Number (PIN #). The PIN # is utilized to access long-distance service, toll-free numbers and voice mail. Residents in these communities acknowledge and agree to the terms of service as follows: Resident agrees to pay for long-distance charges, collect calls, calling cards, and other charges billed as a result of telephone service use. Residents in these communities also acknowledge receipt of a WSU System Long-Distance Personal Identification Number (PIN). The resident understands that he/she will be billed for any and all charges incurred for long-distance calls through the use of this code, and agrees to make full payment on such charges upon receipt of itemized billing statements. Failure to pay such charges will result in the loss of telephone privileges, as well as being subject to normal university policy regarding nonpayment of obligation. The resident is also responsible for notifying Telecommunications in the event that his/her authorization code is lost, stolen, or otherwise compromised. The resident will be responsible for any unauthorized calls made prior to this notification. Telecommunications reserves the right to charge a \$5 fee to any student requiring a change in PIN code. A \$24 surcharge is assessed against all collect calls or calling cards billed to the university. The person who accepts collect calls may claim them by signing the itemized billing statement and returning it to Telecommunications, 015 Dunbar Library. If charges are not accepted, Telecommunications will divide the charges between all occupants of the room. Each student is given a monthly starting credit limit of \$100. Students may have their limits raised or lowered by filling out an authorization form in Telecommunications, 015 Library. A student's Personal Identification Number (PIN) will be deactivated whenever any one of the following conditions exist:

- ~ The student exceeds the \$100 *credit* limit in a month
- ~ The student's previous balance plus current usage charges exceed \$300
- ~ Payments have not been received within 60 days

The student's PIN will be reactivated within 24 hours after payment has been received in the Bursar's Office. The Bursar's Office will apply any payment made to the billed balance prior to any pre-payments on current balance. This means if you go over your \$100.00 monthly limit, you cannot make a payment on that amount until your balance billed is \$0.

Students will be notified in writing when they have incurred charges of \$80 in a billing cycle (80 percent of current credit limit). This is to give the students an opportunity to take appropriate measures to prevent PIN deactivation. A disconnect letter will be sent when a student's PIN is deactivated. Deactivation of a student's PIN will not result in a disruption of local outgoing or incoming calls. Only the student who has his/her PIN deactivated will be denied long-distance service. Roommates sharing the same phone line are not affected by the other students' deactivation.

Residents of Hamilton Living/Learning Center, The Woods, Forest Lane, Honors Hall, College Park, and The Village will be billed quarterly for local and voice mail telephone service. Long-distance services will be billed monthly. Telephone service charges will not be prorated. Telecommunications reserves the right to predetermine what services will be provided, and what fee will be charged for those services.

Technology Fee/Line and Voice Mail Charge Waiver Conditions

Residents of Wright State University Apartment communities are not exempt from paying quarterly communication fees due to academic ineligibility (i.e., not registered for classes during the quarter in question.)

Residents who enter into lease agreements with Residence Services are responsible for the apartment until another tenant moves into that apartment. However, Communication fees may be credited to the student's Bursar account if the student moves out and TURNS IN KEYS TO RESIDENCE SERVICES before the beginning of the quarter in question.

KK. Student Housing Data Network Acceptable Use Policy

(Provided by: WSU Computing and Telecommunication Services)

The Student Housing Data Network provides resident students with in-room connections to the campus data network in support of the educational mission of the university. The campus data network provides access to WSU computing resources and the Internet. Access is a privilege that can be revoked if the terms of this policy are violated. A student's use of WSU provided network access indicates the student's acceptance of this policy, as well as the student's responsibility to use the connection appropriately and in accordance with applicable laws and regulations.

1. General Terms

The following regulations define the terms of this policy:

- In-room connections may not be altered or extended beyond their intended use. No more than one device should be connected to each active network port.
- Use of the network to connect to university resources should be limited to studies or other activities in direct support of the academic mission of the university.
- In-room connections may not be used to provide access to the Internet or university resources to individuals not formally affiliated with the university.
- Any attempt to capture transmissions on the network not addressed to your location is prohibited. In other words, "sniffing" – the digital equivalent of wire-tapping – is not allowed. Security measures will be used to detect and prevent such use.
- Students may not use the network to attempt to gain access to any data, software, or services, without explicit permission of the owner. Security measures will be used to detect and prevent such use.

- Students may not attempt to conceal or misrepresent your or another's identity through the use of your network connections. EXAMPLES: Students should never attempt to send electronic mail under an assumed name. Students should never share their login password with other individuals.
- University computing resources, including your in-room connections, may not be used for personal profit or any business ventures.
- Any receipt, retransmission, or destruction of software or data must observe copyright laws, trademark laws, license restrictions, university policies, as well as all local, state and federal laws.
- The network is a shared resource. Excessive use of network resources that interferes or inhibits the use of the network or access to university resources by others is prohibited. Academic use of the network is top priority. Other uses, such as entertainment, can only be pursued on a "resources available" basis.
- Electronic communications over the network may not be used to harass, threaten, or abuse other individuals or groups.

2. Violations

Suspected or alleged violation of this policy should be reported immediately to the CaTS Help Desk (x4827, 025 Library Annex). Abuse of network and computing privileges is subject to disciplinary action. The appropriate university authorities, beginning with the Director of Judicial Affairs, will handle violations of this Acceptable Use Policy. Disciplinary actions as a result of violations may include the following:

- Loss of access privileges
- University judicial sanctions as defined by official codes of conduct
- Monetary reimbursement to the university or other appropriate sources
- Expulsion or suspension from university
- Prosecution under applicable civil or criminal laws

LL. Cable Television

Basic cable TV is provided to all residential units. **Time/Warner Cable** is responsible for all maintenance issues. If you experience problems with your cable, you should call their trouble reporting line at **294-6400**. Also call that number if you want additional cable service channels. If you continue to experience problems after calling Time/Warner Cable, you should call the Telecommunications Office at 775-6200.

MM. Housing Facilities

Housing facilities at Wright State University are owned by either the University or AM Management and its managed entities. Requests for housing in any facility on the Wright State University campus should be directed to the Office of Residence Services.

II. Campus Communities Terms and Conditions (Hamilton Living/Learning Center, The Woods, Honors Hall, and Forest Lane)

A. Prepayment and Fees

The prepayment initially submitted with the Residence Application/Agreement will be applied toward the first quarter's room charges. The university will forward a bill for the room and board fees approximately one month before the first day of each quarter. Residents are responsible for notifying the Bursar of changes in name and/or address. Checks must be made payable to Wright State University.

B. Cancellation and Refunds – NEW INCOMING Students

1. General Terms

The Residence Agreement is binding for the specified period of three consecutive quarters, commencing with fall, and concluding with spring. If the student residing in the residence hall graduates, withdraws from the university, provides verifiable documentation from a physician or therapist that indicates campus housing is detrimental to his/her health, or if he/she becomes married, the agreement will be canceled and the student refunded the room fee for the percentage of time remaining in the quarter after the date of cancellation and proper checkout including key return (if applicable). If the student becomes pregnant and has with verifiable documentation from a physician during the lease term, an alternate campus housing assignment will be offered if available. If the pregnant student wishes to leave campus housing, the agreement will be canceled and the student refunded the room fee for the percentage of time remaining in the quarter after the date of cancellation and proper checkout including key return. All other requests for release will be reviewed by the Appeals Board, which will make a determination as to whether the student is released from this agreement. If released, the student will receive a written notification. If a release is granted and refund approved, the refund will be determined on a per-day basis determined by return of keys. All requests for release must be made in writing to the Office of Residence Services. A student must obtain an appeal form at the Office of Residence Services, complete it, and submit the form and any additional required paperwork at least 72 hours prior to the next scheduled Appeals Board meeting.

2. Cancellation

For Fall 2009: On or prior to June 1, 2009, requests to cancel should be in letter form; after June 1, 2009, requests should be submitted via the Appeals form. For Winter 2010, Spring 2010 or Summer 2010: Two or more weeks prior to the designated move-in day for the quarter, requests to cancel must be in letter form; if less than two weeks prior to move-in day, requests must be submitted via the Appeals form. The date of the request will be determined by the date received if hand delivered, or the date of the postmark if mailed.

3. Refund of Prepayment

For Fall 2009: If the student requests release, in writing, to the Office of Residence Services, by no later than May 1, 2009, the request will be granted and the full prepayment will be refunded. For cancellation requests that are received in writing to the Office of Residence Services from May 2, 2009, through and including June 1, 2009, the student will be released and one half of the prepayment refunded. After June 1, 2009, the student may be released and the prepayment forfeited only if all existing vacancies, including expanded housing, have been filled and another applicant accepts the vacated space for the duration of the agreement. Students who submit an agreement after May 2, 2009, who are released from the agreement due to written notification from the Office of Residence Services, prior to, or on, June 1, 2009, will receive a refund of one half the prepayment. Students who submit an agreement after June 1, 2009, who are released from their agreement, prior to opening day for Fall 2009, will forfeit the entire prepayment. Students removed from agreements due to Judicial Affairs prior to Fall quarter will forfeit their prepayments. If a student is academically dismissed from the university prior to move in they will be refunded the full prepayment amount.

For Winter 2010, Spring 2010 or Summer 2010: Students who submit a written request for release at least two weeks prior to the move-in day for the quarter that begins their agreement will be released and the full prepayment will be refunded. Students who provide a written request for release less than two weeks before their designated move-in day and who are released from their agreement will forfeit their entire prepayment.

Students who are granted a deferment of the prepayment will be subject to a fee equal to the amount of the prepayment forfeiture if cancellation occurs after June 1. Until released, the resident remains responsible for all applicable room and board fees.

4. Reactivation of Agreement

Residents who are released from their agreement based on non-student status, such as withdrawal or academic dismissal from the university, will be re-obligated to their agreement should they return to the university within the specified contract period.

5. Food Service Release

Residents requesting release from their meal plan must present their request to the current university food service provider. Release from a meal plan is not considered grounds for housing agreement release upon request.

C. Cancellation and Refunds – RETURNING Students

1. General Terms

ALL students returning to campus housing will be required to make a prepayment of \$150 for the new contract period.

Cancellations and Prepayment Refunds

For Fall 2009: Once an agreement is signed, students will have until May 1, 2009, to be released from the agreement at no charge, upon written notification to the Office of Residence Services. From May 2, 2009, through and including June 1, 2009, students will be released from the agreement upon written notification to the Office of Residence Services, and one half of the prepayment refunded. Any returning student requesting release from the agreement after June 1, 2009, will be subject to the Appeals Board process detailed in Section II, Paragraph B.1. If the returning student requesting release after June 1, 2009, is released prior to opening day of fall quarter, the returning resident will forfeit their entire prepayment. If the returning resident is released after the opening day of fall quarter, the student will be charged rent for the days in occupancy and will be refunded the remainder of their prepayment (if any is left after due rent). The rent charged will be based upon the date of cancellation and the type of facility.

For Winter 2010, Spring 2010 or Summer 2010: Students who submit a written request for release at least two weeks prior to the move-in day for the quarter that begins their agreement will be released and the full prepayment will be refunded. Students who provide a written request for release less than two weeks before their designated move-in day and who are released from their agreement will forfeit their entire prepayment. Students removed from agreements due to Judicial Affairs prior to Fall quarter will forfeit their prepayments. If a student is academically dismissed from the university prior to move in they will be refunded the full prepayment amount.

Students who are granted a deferment of the prepayment will be subject to a fee equal to the amount of the prepayment forfeiture if cancellation occurs after June 1. Until released, the resident remains responsible for all applicable room and board fees.

D. No-Show Policy

It is a default under the terms of the Housing Application/Agreement and these Terms and Conditions if a student fails to take occupancy of his/her assigned space at the beginning of any academic quarter and has not followed the procedures stated in Section II.B. and II.C. above for cancellation of the Housing Agreement. If the student is still enrolled at the University at the time he/she fails to take occupancy of his/her assigned space, he/she will be charged, as liquidated damages, all of the Room fees due for each of the remaining academic quarters left under the terms of the Housing Agreement. After June 1st, if the student is not enrolled as a student of the University at the time he/she fails to take occupancy, the student will be released from the housing agreement except as stated in Section II.B.4.

III. Campus Communities Terms and Conditions (College Park ,The Village and University Park)

A. General Conditions

All terms and conditions for the campus apartments supersede the terms and conditions of the residence halls. The university agrees to provide space to the student in consideration of the housing Application/Agreement, and all applicable Terms and Conditions. The Resident will not assign this agreement, nor sublet the unit or any portion of his/her assigned space. The Resident may, however, sign a Replacement Lease Request for consideration of another qualified student, not already under a Campus Housing Agreement, to accept the remaining terms of the original agreement upon approval by Residence Services. The Office of Residence Services will attempt to find a replacement, BUT ultimately the student requesting a replacement is responsible for their contract if a replacement is not found. Students who wish to be replaced are strongly encouraged to actively seek their own replacement. Campus Apartments shall be managed by the Office of Residence Services (or party designated by the university or its assignees). Regarding the Housing Agreement, the student must communicate in writing to the Office of Residence Services and the Office of Residence Services will, in return, issue a written response. From time to time Residence Services will issue written notices or demands regarding adherence to the Housing Agreement, and/or applicable Terms and Conditions. Residents are required to respond to these notices or demands.

B. Rescinding Period

Once a student signs an apartment addendum for The Village and makes their required prepayment, space will be held for that student. If the student has a change in circumstances or otherwise wishes to cancel their recently signed apartment agreement, they must provide a written notification of intent to cancel to the Office of Residence Services within three (3) business days from the moment that both the apartment addendum was signed and the prepayment has been received. Validated cancellation requests that meet this requirement will be accepted, the apartment addendum will be cancelled and the student will be refunded their prepayment. Cancellation requests received after the rescinding period will not be accepted and the student will be fully responsible for the terms of their housing agreement.

C. Replacement Lease Request Terms

After the rescinding period has expired, if a resident wishes to end his / her agreement with the university, he/she must abide by the terms of the Replacement Lease Request as follows:

The resident gives permission to the Office of Residence Services of Wright State University, to re-lease their apartment to another party. The resident also understands and agrees that if his / her apartment is released to another party, he / she will vacate the apartment within 72 hours (if occupied) of notice.

Furthermore, the resident also understands and agrees that unless he / she provides a written letter withdrawing the request before the apartment is leased to another party, he / she is no longer permitted to live in the apartment after 72 hours from the time the new agreement has been signed by the new party. The resident understands that requesting to re-lease his/ her apartment does not guarantee that he / she will be released from the agreement, and that future obligations remain his / her responsibility. If a resident finds their own replacement before move in day they are entitled to a \$75.00 refund of their prepayment. **REPLACEMENT LEASE REQUESTS WILL BE FILLED BY NEW APPLICANTS ONLY IF ALL OTHER SPACES ARE FILLED, UNLESS A QUALIFIED STUDENT REPLACEMENT IS PROVIDED BY THE STUDENT REQUESTING RELEASE.** The resident agrees and understands that he / she will be responsible for the rent on the apartment up to the day a qualified replacement moves into that apartment space. This includes a reasonable period of time required by the facilities staff for maintenance / repairs and cleaning of the unit in preparation for the new incoming replacement resident. Lastly, the resident agrees to make arrangements with the Residence Services Main Office to arrange a proper check out date and time, or pay the corresponding charges for, but not limited to, improper check out and lock change. Residents currently residing in campus housing or bound by a campus housing agreement are not eligible to fulfill Replacement Lease Requests as replacement leasers. New incoming replacement lease residents will be responsible for payment of rent for the apartment from the agreed upon start date (provided the space has been prepared for occupancy), regardless of the actual physical date of occupancy. If for some reason the student's assigned space is not ready for occupancy on the start date specified in the Apartment Addendum, rent charges will be prorated to reflect the date when their assigned space is actually ready.

D. Abandonment

Once a student moves into his/her assigned space, he/she is referred to as a resident. A resident's assigned space may be declared "abandoned" if the resident is absent from his/her assigned space for at least three (3) consecutive days, combined with action/inaction on the resident's part may indicate the student is attempting to abandon his/her assigned space. Provided the resident has paid in advance, absences of three (3) consecutive days or more would not be considered Abandonment. If the student abandons his/her assigned living space before the expiration of the housing agreement, the university shall make reasonable efforts to rent the space. However, the student remains liable for any and all rent, damages, administration charges, penalties and fees associated with their required occupancy until a qualified replacement moves into his/her assigned space. Following abandonment, the university will remove possessions left in the rental unit by the resident. The university will mail a written notice to the resident's last know address that declares the university's intent to sell, store or dispose of these collected items.

If the items are left unclaimed by the resident after the deadline set forth in the notice, the university will dispose of those items without any fair market value, and possibly sell those items with fair market value. Any proceeds received from sale of items with fair market value will be applied to the resident's rent or other charges due or to become due under this agreement. The university reserves the right to dispose of any items left in the unit that is reasonably deemed to be of no market value.

E. No-Show Policy

It is a default under the terms of the Housing Application/Agreement and these Terms and Conditions if the student fails to take occupancy of his/her assigned space at the beginning of any academic quarter and have not followed the procedures stated in Section II.B. and II.C. above for cancellation of the Housing Agreement. If a student is still enrolled at the University at the time he/she fails to take occupancy of his/her assigned space, he/she will be charged, as liquidated damages, all of the Room fees due for each of the remaining academic quarters left under the terms of the Housing Agreement. By the first official class day of the academic year, if a person is not enrolled as a student of the University at the time he/she fails to take occupancy of his/her assigned space, he/she will be charged, as liquidated damages, all of the Room fees due for the then-current academic quarter, except that the student will be re-obligated to the agreement in the event the student re-enrolls during the term of their original housing agreement (provided space is available).

F. Utilities

Utilities will be provided as stated below:

"Included" refers to a utility that IS included in the rent. "Billed Separately" refers to a utility that is NOT included in the rent rate and will be billed to the student's account separately. Please note that Telephone, Internet and Cable Service charges are currently bundled as a single Telecommunications Fee.

IV. Community-Specific Terms and Conditions (College Park, The Village and University Park)

The full prepayment initially submitted with the agreement will be applied toward the first quarter's room charges. The resident is obligated to the agreement and responsible for all related expenses, regardless of student status. The balance of rents are expected in accordance with the published due dates. Payment dates are specified on billing statements. Residents shall pay without demand or notice before the date set forth and shall be paid to Wright State University, Office of the Bursar, Student Union, 3640 Colonel Glenn Hwy., Dayton, OH 45435-0001, or at such other place as the university or its assignees may, from time to time, direct. When Residence Services offer a unit to a student and they decline it, they will forfeit their prepayment prior to signing the addendum.

If the resident wishes to end the agreement with the university, he / she must complete and follow the procedure outlined in the Replacement Lease Request form. Residents may be assessed late fees each time rent is paid past its due date.

Occupancy under this agreement shall be limited to the assigned resident(s) of the unit, except for occasional visitors as defined by the University's housing visitation policy. Any accommodation otherwise will be considered as cohabitation and will not be permitted.

Resident agrees to vacate the premises and deliver all keys for the rental unit and mailbox to the Community Office at the end of the rental period or within three days upon failure to comply with a Three-Day Pay or Quit notice of delinquent rent(s).

Maximum occupancy allowed at a College Park or University Park apartment is 4 single, same-sex adults.

Maximum occupancy allowed by law at The Village is as follows: Efficiency and Deluxe Efficiency units may have no more than 1 adult and 1 infant. One Bedroom units may have no more than 2 adults and 1 infant. Two Bedroom units may have no more than 4 adults and 1 infant. An infant is defined as any child under the age of 1 year old. Effective with the WSU academic calendar change which began for Fall 2003 and forward, the break between Summer and Fall quarters has been significantly shortened. As a consequence, residents of College Park and University Park who plan to return to College Park or University Park for another school year may NOT stay for the break between Summer quarter and Fall quarter and MUST move out.

The only exception to this restriction that can be made is for students who plan to return to their EXACT SAME UNIT AND BEDROOM. Renewing residents of the Village may stay during this break, BUT MUST be prepared and completely move to their newly assigned unit on an exact date that will be provided by the Office of Residence Services.

The Office of Residence Services reserves the right to add, delete, or amend the Terms and Conditions contained herein as necessary.

Produced by:
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