

Wright State University
Campus Housing Terms and Conditions Agreement

AGREEMENT TERMS AND CONDITIONS – 2018-2019

This Student Housing Agreement, consisting of this License Terms and Conditions, Campus Housing Policies, Wright State University Student Handbook, and all documents referred to therein, is entered into between Wright State University, and the Resident executing the Terms and Conditions Signature Page.

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/deferment, the student will be guaranteed a room assignment and hence be obligated to the full term of the agreement. **By applying online or in writing and verifying my information, I hereby accept the Terms and Conditions of the Campus Housing Agreement and contract for a space in campus housing. The Housing Agreement is a legally binding contract. When the Agreement is electronically signed, serious legal and financial obligations are created. Please review the Terms & Conditions prior to applying.** If you are under 18 years of age, you must review this information with your legal guardian, and you are verifying their consent on the Housing Agreement. A room assignment will not be made prior to the receipt of the signed Application/Agreement, prepayment and under 18 parental consent (if applicable). 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 semester billing statements and are also available at Raider Connect. Student accounts must be paid in full, enrolled in a payment plan, or have sufficient financial aid to pay the balance by the payment due date to avoid cancellation of classes. If payment is incomplete, student course registrations will be canceled on the third business day after the first due date for each term. For complete details, please visit <http://www.wright.edu/raiderconnect/article/refund-financial-aid-registration-late-fee-and-payment-plan-updates-for-2018-2019> Failure to remit payments by due dates may result in a "HOLD" being placed on a student's academic record and 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 submitting the Application/Agreement, resident students agree to accept and abide by all Residence Life & Housing and university policies, procedures, and regulations and to accept any living unit space as assigned. Residential students are expected to read and abide by the policies, procedures, and regulations published in the Campus Housing Policies 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 Residence Life & Housing.

To avoid any misunderstanding concerning Wright State University, the student is advised that University staff neither enters into any oral agreements, nor make or rely on any oral representation concerning the Terms and Conditions. The entire agreement is expressed in writing and the terms and conditions supersede any understanding by the student that may have been communicated verbally. Neither the student nor University may rely on any oral agreement or representation for any understanding of fact or law that is not expressed in writing.

A current version of this document can be reviewed at <http://wright.edu/housing>. Violators of these regulations and procedures may be disciplined by a Conduct Review Panel or university staff, according to the due process procedure explained in the Wright State University Student Handbook or Campus Housing Policies. A current version of the Campus Housing Policies can be viewed at <https://www.wright.edu/residence-life-and-housing/resident-resources/policies-and-standards>.

D. Eligibility Requirements

All campus housing is “smoke-free” and “tobacco free” and the use of any tobacco products will not be permitted in any of the buildings, including all porches and balconies of apartments.

Students must be a high school graduate and must be admitted into Wright State University in order to live in campus housing.

All students must be registered for classes prior to the semester before they can check-in to their campus housing assignment.

All students are eligible to live in the Hamilton Hall and The Woods. Those who request and are assigned to the Honors housing must be in the University Honors Program, have a “B” average GPA, a National Merit Scholar, a Trustee Scholar, or must be accepted into a specialized theme & interest 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, transfer student or have lived on campus for two consecutive semesters.

In order to be eligible to live in The Village, students must be 21 years of age, be a graduate or professional student, be married and/or have dependent(s), or be of sophomore, junior or senior status. All occupants must be listed on the student’s lease.

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 these policies may be requested through the Residence Life & Housing Appeals process.

E. Break Housing

Current residents may be permitted to live in their units during break. 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.

F. Summer Semester Housing

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

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 Campus Housing Policies or Wright State University Student 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 Life & Housing’s response to rental and/or damage history.

A college or university may terminate a rental agreement with a student tenant prior to the start/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 Discipline 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, spring, and summer semesters. All residents must be registered for classes prior to the semester before they will be permitted to check-in to their campus housing assignment. Summer semester residents not taking classes must be pre-enrolled for the ensuing fall semester if they wish to obtain a contract during summer semester.

If a student is not registered for classes, the student will not be permitted to move into your Fall 2018 or Spring 2019 campus housing assignment. The housing assignment will be canceled, they will forfeit their \$150 prepayment and a registration hold will be placed on their account. Should the student choose to enroll at Wright State University anytime during the 2018-2019 academic year, they will be obligated to live on campus.

In the event that the student has moved in early for Fall 2018, they must move out of their housing assignment no later than August 22, 2018 and return keys to Residence Life & Housing. Once their keys are returned or the locks are changed, their housing assignment will be canceled, their \$150 prepayment will be forfeited and a registration hold will be placed on their account. Should the student choose to enroll at Wright State University anytime during the 2018-2019 academic year, they will be obligated to live on campus.

Fall 2018 residents whose Spring 2019 registration is canceled must move out and return keys to Residence Life & Housing no later than January 4, 2019. Once their keys are returned or the locks are changed, their housing assignment will be canceled and a registration hold will be placed on their account. Should the student choose to enroll at Wright State University anytime during the 2018-2019 academic year, they will be obligated to live on campus.

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 semester in residence.

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 and late checkouts, when approved, will 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 semester this agreement covers, or by the publicized checkout 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 Residence Life & Housing at (937) 775-3372 for Forest Lane and Hamilton and (937) 775-4141 for Woods, Honors, College Park, University Park, and Village, 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 create a roommate group as per the instructions detailed on the application. 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 specialized housing outlined by Residence Life & Housing. **In the absence of a roommate request, the Residence Life & Housing staff will assign roommates without regard to their race, color, religion, ancestry, national origin, age, disability, veteran status, or sexual orientation.** Room changes based on race, color, religion, ancestry, national origin, age, disability, veteran status, or sexual orientation will not be considered. Assignments are made upon receipt of full pre-payment, under 18 parental consent (if applicable) and according to completed housing 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 Residence Life & Housing or their 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 two weeks of fall semester, first week of spring semester or the last week of any semester. 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 Life & Housing will be charged an additional fee of \$150. Overnight guests are only permitted 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 Residence Life & Housing at any time 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

The University shall have the right to enter the premises occupied by the student for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. 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 Life & Housing or their 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, computer use and connectivity, 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 Residence Life & Housing reserves the right to confiscate and dispose of any weapon, ordinance, explosive, electrical hazard, device used to contain burning material 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 registration forms or to indicate valid health insurance coverage provided by another carrier. In case of illness or injury, the Student Health Service of Wright State University is authorized to administer treatment to a student. Residence Life & Housing 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 online health information form 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, including assistance animals, must provide those items at their expense with the prior approval of Residence Life & Housing and the Office of Disability Services.

Any resident transported for medical treatment by EMTs or other service charging a fee may be required to attend a Care & Concern or Health & Wellness meeting. The cost of transportation or summoning emergency transport services for any subsequent incident may be charged back to the student's Bursar account.

T. Personal Property

The university, its agents, owners, or assignees cannot be held responsible for the personal property of student residents or guests. Students are strongly encouraged to 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. Each resident is responsible for managing their personal care which includes; but is not limited to, appropriate personal hygiene, mental health, management of medical conditions or illnesses and/or health-related personal needs.

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, Residence Life & Housing, its agents, or owners are not responsible for accidents or injuries sustained by residents or their guests.

W. Expanded Occupancy

The Residence Life & Housing 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 semester 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 Life & Housing 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. Assistance and Emotional Support animals are permitted with the approval from the Office of Disability 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.

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.

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 prepaid, 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, or (5) university email system.

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, the resident's guests, or the property of residents or their guests, nor used for any other purpose than ingress into or egress from the premises.

JJ. Communication Fee Waiver Conditions

(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:

- Students must abide by the terms of copyright laws. Reproduction or distribution of copyrighted works, without permission of the owner may be infringement of U.S. Copyright Law and will be handled as a judicial matter.
- Routers in the residential communities are not permitted.
- 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 Assistant VP for Students Affairs and Director of Community Standards and Student Conduct, 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. **Spectrum** is responsible for all maintenance issues. If you experience problems with your cable, you should call their trouble reporting line at **(937)294-6400**. Also, call that number if you want additional cable service channels. If you continue to experience problems after calling Spectrum, you should call the Telecommunications Office at (937)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 Residence Life & Housing office.

II. Campus Communities Terms and Conditions (HAMILTON HALL, 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 semester's room charges. Deferment of prepayment results in the same obligations as paying of prepayment. The University will forward a bill for the room and board fees approximately one month before the first day of each semester. Student accounts must be paid in full, enrolled in a payment plan, or have sufficient financial aid to pay the balance by the payment due date to avoid cancellation of classes. If payment is incomplete, student course registrations will be canceled on the third business day after the first due date for each term. For complete details, please visit <http://www.wright.edu/raiderconnect/article/refund-financial-aid-registration-late-fee-and-payment-plan-updates-for-2018-2019>. Residents are responsible for notifying Raider Connect of changes in name and/or address. Checks must be made payable to Wright State University.

Cancellation and Refunds – Residence Hall Students & Forest Lane

1. General Terms

The Residence Agreement is binding for the specified period of two consecutive semesters, commencing with fall, and concluding with spring. If the student residing in the residence hall graduates, withdraws from the university, or if they become married, the agreement will be canceled and the student refunded the room fee for the percentage of time remaining in the semester after the date of cancellation and proper checkout including key return (if applicable). If the student becomes pregnant and has 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 semester 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. **All requests for release must be made, in writing, to the Residence Life & Housing office. A student must obtain an appeal form at Residence Life & Housing or online at wright.edu/housing, complete it, and submit the form and any additional required paperwork at least 72 hours prior to the next scheduled Appeals Board meeting. In the event the Appeals Board denies your request; you may appeal a second time by resubmitting a 2nd Appeals Packet, providing additional supporting documentation, and by scheduling a personal appearance before the Appeals Board.** At your appearance, the Appeals Board will ask you to explain the facts surrounding your circumstance(s).

and answer any questions needed to clarify your request. You will also be asked to present and discuss any additional information you believe to be pertinent to your request. If you fail to show up at your scheduled time, the appeal will be an automatic denial. You will be notified in writing the following week of the Appeals Board final decision.

If released from your Campus Housing Agreement, the effective date of cancellation will be based on the date of request approval, proper checkout with key return, or withdrawal, whichever is latest.

2. Cancellation

For Fall 2018: On or prior to June 1, 2018, requests to cancel should be in written form; after June 1, 2018, requests should be submitted via the Appeals form. For Spring 2019 or Summer 2019: Two or more weeks prior to the designated move-in day for the semester, requests to cancel must be in written 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 2018: If the student requests release, in writing, to the Residence Life & Housing office, by no later than May 1, 2018, the request will be granted and the full prepayment will be refunded. For cancellation requests that are received in writing to the Residence Life & Housing office from May 2, 2018, through and including June 1, 2018, the student will be released and one half of the prepayment refunded. After June 1, 2018, the student will be subject to the Appeals Board process detailed in Section II, Paragraph B 1. Students released from their agreement after June 1, 2018, prior to opening day for Fall 2018, will forfeit the entire prepayment. Students removed from agreements due to Student Conduct prior to Fall semester 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 Spring 2019 or Summer 2019: Students who submit a written request for release at least two weeks prior to the move-in day for the semester 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, registration cancellation 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

Requests to be released from a meal plan must be submitted to Hospitality Services, W006 Student Union. Release from a meal plan is not considered grounds for housing agreement release upon request.

B. No-Show Policy

If you fail to move in to your housing assignment at the beginning of the Fall Semester 2018, and have not followed the appropriate procedures for obtaining a release from your housing agreement, and you are enrolled as a student of Wright State University you will be charged and will be responsible for paying all room fees (including room charges, communications fee and residential activity fee) for Fall Semester 2018 and for Spring Semester 2019 of your Residence Agreement. **Village Residents** are responsible for Fall Semester 2018, Spring Semester 2019 and Summer Semester 2019 of your Residence Agreement.

If you fail to move in to your housing assignment at the beginning of the Spring Semester 2019, and have not followed the appropriate procedures for obtaining a release from your housing agreement, and you are enrolled as a student of Wright State

University you will be charged and will be responsible for paying all room fees (including room charges, communications fee and residential activity fee) for Spring Semester 2019 of your Residence Agreement. **Village Residents** are responsible for Spring Semester 2019 and Summer Semester 2019 of your Residence Agreement.

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 their 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 Life & Housing. The Residence Life & Housing office 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 Residence Life & Housing (or party designated by the university or its assignees). Regarding the Housing Agreement, the student must communicate in writing to Residence Life & Housing and the Residence Life & Housing will, in return, issue a written response. From time to time Residence Life & Housing 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. Prepayment and Fees

The full prepayment initially submitted with the agreement will be applied toward the first semester's room charges. The resident is obligated to the agreement and responsible for all related expenses, regardless of student status once the agreement and prepayment are submitted. Deferral of prepayment results in the same obligations as paying of prepayment. 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. Student accounts must be paid in full, enrolled in a payment plan, or have sufficient financial aid to pay the balance by the payment due date to avoid cancellation of classes. If payment is incomplete, student course registrations will be canceled on the third business day after the first due date for each term. For complete details, please visit <http://www.wright.edu/raiderconnect/article/refund-financial-aid-registration-late-fee-and-payment-plan-updates-for-2018-2019>.

When Residence Life & Housing offers a unit to a student and they decline it, they will forfeit their prepayment prior to signing the addendum.

C. Rescinding Period

Once a student completes an apartment application and makes their required prepayment, a 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 Residence Life & Housing within three (3) business days from the date that both the application was submitted and the prepayment has been received. Validated cancellation requests that meet this requirement will be accepted, the apartment lease 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.

D. Replacement Lease Request Terms

If a resident wishes to end their agreement with the university, they must abide by the terms of the Replacement Lease Request as follows:

The resident gives permission to the Residence Life & Housing of Wright State University, to re-lease their apartment to another party. The resident also understands and agrees that if their apartment is re-leased to another party, they will vacate the apartment within 72 hours (if occupied) of notice.

Furthermore, the resident also understands and agrees that unless they provide a written letter withdrawing the request before the apartment is leased to another party, they are 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 their apartment does not guarantee that they will be released from the agreement, and that future obligations remain their 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 they 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 agree to make arrangements with the Residence Life & Housing 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.

E. Abandonment

Once a student moves into their assigned space, they are referred to as a resident. A resident's assigned space may be declared "abandoned" if the resident is absent from their 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 their 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 their 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 has been found.

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.

F. No-Show Policy

If you fail to move in to your housing assignment at the beginning of the Fall Semester 2018, and have not followed the appropriate procedures for obtaining a release from your housing agreement, and you are enrolled as a student of Wright State University you will be charged and will be responsible for paying all room fees (including room charges, communications fee and residential activity fee) for Fall Semester 2018 and for Spring Semester 2019 of your Residence Agreement. **Village Residents** are responsible for Fall Semester 2018, Spring Semester 2019 and Summer Semester 2019 of your Residence Agreement.

If you fail to move in to your housing assignment at the beginning of the Spring Semester 2019, and have not followed the appropriate procedures for obtaining a release from your housing agreement, and you are enrolled as a student of Wright State University you will be charged and will be responsible for paying all room fees (including room charges, communications fee and residential activity fee) for Spring Semester 2019 of your Residence Agreement. **Village Residents** are responsible for Spring Semester 2019 and Summer Semester 2019 of your Residence Agreement.

1. General Terms

The Residence Agreement for College Park and University Park is binding for the specified period of two consecutive semesters, commencing with fall, and concluding with spring. The Residence Agreement for The Village is binding for the specified period of three consecutive semesters, fall, spring and summer. If the student residing in the campus apartments graduates or withdraws from the university, they must notify us in writing that they need to cancel their housing agreement. The agreement will be canceled and the student refunded the room fee for the percentage of time remaining in the semester after the date of cancellation and proper checkout including key return (if applicable). 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. **All requests for release must be made, in writing, to the Residence Life & Housing office. A student must obtain an appeal form at the Residence Life & Housing or online at wright.edu/housing, complete it, and submit the form and any additional required paperwork at least 72 hours prior to the next scheduled Appeals Board meeting. In the event the Appeals Board denies your request, you may appeal a second time by resubmitting a second appeals packet, providing additional supporting documentation, and by scheduling a personal appearance before the Appeals Board.** At your appearance, the Appeals Board will ask you to explain the facts surrounding your circumstance(s) and answer any questions needed to clarify your request. You will also be asked to present and discuss any additional information you believe to be pertinent to your request. If you fail to show up at your scheduled time, the appeal will be an automatic denial. You will be notified in writing the following week of the Appeals Board final decision.

If released from your Campus Housing Agreement, the effective date of cancellation will be based on the date of request approval, proper checkout with key return, or withdrawal, whichever is latest. If released prior to the start of the semester, you will forfeit your prepayment.

2. Cancellation

There is no cancellation period for the campus apartments. Students not attending the university need to submit their cancellation in writing informing us that they no longer plan to attend. Upon verification of non-registration, the housing agreement will be canceled, a hold will be placed on the account preventing the student from re-registering during the same academic year and the \$150 prepayment will be forfeited. All other requests for release need to be reviewed by the Appeals Board.

G. Utilities

Utilities will be provided as stated below:

COMMUNITY	All Utilities	Communication Fee (includes cable & wireless)	Furnished	Meal Plan	Free Laundry
Hamilton Hall	Included	Required	Included	Required	Included
The Woods Hall	Included	Required	Included	Required	Not Included
Honors Hall	Included	Required	Included	Required	Included
Forest Lane Apartments	Included	Required	Included	Optional	Included
College Park Apartments	Included	Required	Included	Optional	Included
University Park Apartments	Included	Required	Included	Optional	Included
The Village Apartments	Included	Required	Not Included	Optional	Not Included

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

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 except in the designated Gender Inclusive Housing locations.

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.

The Residence Life & Housing reserves the right to add, delete, or amend the Terms and Conditions contained herein as necessary.

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