



Student Housing Terms and Conditions

These Student Housing Terms and Conditions (the “Terms”) are the terms and conditions upon which the University will make on-campus student housing available to you for the 2022-2023 academic year.

Your acceptance of the Terms creates a legally binding contract between yourself and the University. You should read the entire agreement carefully, and proceed only when you are confident that you understand its provisions. You may wish to have the Terms reviewed by your attorney.

1. Reservations and Reservation Cancellations.

- 1.1. **Your Reservation.** The University will create a housing reservation for you when you have completed all of the following: (a.) submit your student housing application; (b.) acknowledge your acceptance of the Terms; (c.) pay your prepayment; and (d.) if a minor, parent/guardian acceptance for minors. Once issued, and except as provided elsewhere in the Terms, your housing reservation is firm. The University reserves the right to cancel your housing reservation before the beginning of the License Term, or terminate your License after the beginning of the License Term, if you do not meet eligibility requirements, or did not meet eligibility requirements at the time your housing reservation was created. All housing reservations are contingent upon the availability of units.
- 1.2. **Cancellation** (Residence Halls Only). You may cancel your housing reservation by submitting the appropriate form to the University on or before the deadline. The deadline to cancel a housing reservation is 5:00 P.M. on May 1 (for Fall Term), or Dec. 1 (for Spring Term). Upon cancellation, your housing reservation will be cancelled and your prepayment will be refunded. Apartment reservations are not cancellable.
- 1.3. **Rescission.** You may rescind your housing reservation by submitting the appropriate form to the University on or before midnight on the third business day after the day on which your housing reservation is created. Upon rescission, your housing reservation will be cancelled and your prepayment will be refunded.
- 1.4. **Early Release.** You may request early release from your agreement by submitting the appropriate form to the University (together with any additional information you want the University to consider). You acknowledge and understand that early release is in the University’s sole and absolute discretion, and may be conditional. Early release applications are determined by a committee designated by the University, and packets must be received at least three (3) business days in advance of the committee’s next meeting (contact Residence Life & Housing for information about meeting dates). The committee may require that you attend its meeting to explain why you believe a release is warranted.

- 1.4.1. **Military Service.** The University supports students who serve in the U.S. Armed Forces. Early termination requests that comply with the Servicemembers Civil Relief Act will be approved. If you require additional or more favorable termination terms on account of service in the U.S. Armed Forces, you may request them by submitting an early release application.
 - 1.4.2. **Pregnancy.** You may request, but are not required to request, early release if you become pregnant during the License Term. Medical documentation attesting to the pregnancy should be provided along with the request.
 - 1.4.3. **Children.** Dependent children/wards are permitted only in select units in The Village. If you are in other units and find it necessary to live with a dependent child or ward, you may request reassignment to The Village, or apply for early release.
2. **License.** The Parties intend these Terms to create a license. Nothing in these Terms shall be construed to create a lease. During the License Term, the University grants you a limited license to occupy, access, and use your assigned on-campus student housing unit (the “Unit”). Your license may or may not be exclusive. During the same term, the University also grants you a limited, nonexclusive license to access and use the common areas of the building in which your Unit is located (the “Common Areas”). The University may alter, limit, or withdraw your Common Areas (license in its discretion, particularly on account of operational or occupancy needs, to effectuate maintenance or improvements, or in response to abuse, misuse, or excessive use by yourself or others. As used in these Terms, your “License” consists of the licenses granted in this Section.
 - 2.1. **Term.** The term of your License (the “License Term”) begins on the University’s designated move-in date for Fall Semester (consult the University’s academic calendar, available at <https://www.wright.edu/raiderconnect/academic-calendar>) and continues for two academic semesters, ending at 5:00 P.M. on the Friday of the University’s Spring Semester final exam week.
 - 2.2. **The Village.** If you are assigned to a unit in The Village, then your License Term does not end as provided in Section 2.1, but rather after three (3) semesters, ending at 5:00 P.M. on the Friday of the University’s Summer Semester final exam week. You agree to pay the University’s published room and board charges for the entire License Term, and you acknowledge that these Terms shall be fully effective for the entire License Term. If there are dependents living with you, you must also complete and return Schedule C.
 - 2.3. **Summer Housing.** On-campus student housing is available for Summer Semester. If you are not in The Village and wish to register for Summer Semester housing, complete the additional application. These Terms shall be fully effective for the License Term. Additional terms and conditions may apply to Summer Semester housing. Residence Halls are closed in Summer Semester; if you are assigned to a Residence Hall unit and apply for Summer Semester housing, then you will be reassigned, at least for Summer Semester, to an Apartment. The University reserves the right to reassign student housing as described in Section 8.3.
 - 2.4. **Termination For Cause.** Pursuant to Section 5, the University may terminate your License early “for cause” if you violate any provision of the Terms.
 - 2.5. **Termination Without Cause.** The University never anticipates terminating a License early “without cause,” but reserves the right to do so in extraordinary circumstances. The University

will provide no less than thirty (30) days advance written notice of termination “without cause.” Room and board charges will be prorated through the effective date of termination under this Section.

- 2.6. **Break Housing.** Residence Halls are closed during winter break, during which your Unit and the Common Areas may be unavailable, and University services may be reduced or discontinued. You may request authorization to access and use your Unit and the Common Areas during breaks by submitting a written request. Break housing requests are in the University’s discretion. The University may assess additional daily room fees for break housing.
3. **Fees.** You agree to pay the University’s room fees for the License Term, plus all other cost and charges assessed according to the other provisions of the Terms (collectively, the “Fees”).
 - 3.1. **Room and Board.** The University’s room and board charges are determined annually as part of the state fiscal and budget process. Charges are customarily finalized before July 1. The room charges on Schedule A are an estimate only. If the actual charges vary by more than five (5%) percent over the estimate, then you may rescind your housing reservation by delivering written notice to that effect within one (1) week after the actual charges are posted to your Account. Resident is financially responsible for the entire obligation unless released pursuant to Section 1.
 - 3.2. **Fee Increases.** The University never anticipates increasing room or board fees during the License Term, but reserves the right to do so in extraordinary circumstances. You will be notified in writing at least thirty (30) days in advance of a proposed increase. You may object to the increase by delivering written notice to the University within seven (7) days of delivery of the notice, upon which the University must promptly elect to either: (a.) terminate your License and/or meal plan in accordance with these terms and conditions; or (b.) continue your License and meal plan without an increase in room and board fees. If you do not object to the proposed increase, you will be deemed to have accepted it.
 - 3.3. **Account.** Your “Account” is your official account with the Wright State University Bursar. You may access your Account at any time via the University’s online portal (<https://www.wingsexpress.wright.edu>) or by visiting a RaiderConnect terminal. The University will invoice Fees directly to your account. Fees are due without demand on or before the date specified in the University’s invoices. You authorize the University to pay any new charges or past-due balances by deducting from the positive balance and/or credits on your Account. If there is an insufficient balance and/or credit on your Account to cover the Fees, you must on or before the due date either (a.) make a full payment of the entire amount that is due, or (b.) enter into an approved payment plan with the Bursar.
 - 3.4. **Unpaid Fees.** If any Fees are not timely paid, then unless you have entered into a separate written payment plan approved by the University, the University may assess a late fee. The University also may assess a fee for each dishonored check. Such fees are determined on an annual basis by the Bursar’s office; for up-to-date information on such fees, please visit: <https://www.wright.edu/bursar/tuition-fees>.
 - 3.5. **Payments.** Payments to your Account may be made electronically via Wings Express, in person at any RaiderConnect terminal, or in person / by mail at the Wright State University Bursar’s office, 301 University Hall, 3640 Colonel Glenn Highway, Dayton, Ohio 45435. Payments will

not be credited to your account until they are actually received by the University (and cleared, in the case of payments other than cash, cashier's checks, credit cards, and wire transfers). The University shall have no liability for payments not received, or not received in a timely manner. The University reserves the right to assess a three (3%) percent fee for payments submitted by credit card. If your account remains past-due for more than three (3) business days, the University may place a "hold" on your Account, transcript, and degree; disenroll you from classes; terminate your License; and commence collections. If the University commences collections, then unless prohibited by law, you agree to pay the past-due amount, plus interest at the rate determined by the University (up to the highest rate permitted by law), plus court costs, litigation expenses, attorney fees, and collection costs. The remedies in this Section are cumulative, and the provisions of this Section shall not be construed to prohibit or prevent the University from pursuing or exercising any and all other legal or equitable rights available to it under these Terms or applicable law.

3.6. **Prepayments.** The University reserves the right to require a prepayment at the time you apply for on-campus student housing. Prepayments will be applied against your room fees for the first semester of occupancy.

3.7. **Security Deposit.** No security deposit is required, and you acknowledge that the University has not received a security deposit from you.

3.8. **Late Registration.** If you initially register for on-campus student housing after the first date of the License Term, then your room and board fees will be prorated based on the number of days remaining in the License Term on and after your assigned move-in date.

3.9. **Withdrawal and No-Shows.**

3.9.1. If you withdraw from all classes and move-out within the first two (2) weeks of class at the beginning of your License Term, you may request early release under Section 1.4. I

3.9.2. You may request early release pursuant to Section 1.4 if you check-in to housing and then withdraw from all classes and move-out within the first two (2) weeks of classes. If the University approves your request, it may rescind its approval if you re-enroll within the License Term.

3.9.3. If you do not check-in to your Unit within the first two (2) weeks, then (a.) if you are not registered for any classes, you will forfeit your prepayment and your room fees will be prorated through the end of that two-week period, or (b.) if you are registered for any classes at the end of that two-week period, then your failure to check-in will not affect your obligations under these Terms: the Unit will continue to be available to you, and you will be billed the regular room fees.

3.10 **Early Surrender.** You may surrender the unused portion of your License Term at any time by completing the appropriate University form and paying \$1,500 (the "Surrender Fee"). Exercising your surrender rights does not excuse you from your obligation to pay Fees which accrue through the date on which you check-out from your Unit (including without limitation room fees prorated daily through the date of your check-out).

4. **Eligibility.** On-campus student housing is available only to those who are (a.) high school graduates (or those who have earned a GED or equivalent degree), (b.) admitted to the University and enrolled in at least one University course as of the first day of the License Term (Summer Term enrollment is optional for those who were enrolled during the preceding Spring Term and are registered for the following Fall Term); and (c.) current on their financial obligations to the University. The University may cancel your housing reservation or terminate your License if you are not or cease to be eligible for on-campus student housing.
 - 4.1. **Residence Halls Only.** You must notify the University immediately if you voluntarily withdraw from the University. Your License Term ends. You must remove your belongings and return your keys to Residence Life and Housing within forty-eight (48) hours after your voluntary withdrawal from the University. Failing to register for Summer Term classes does not by itself constitute voluntary withdrawal from the University for either the residence halls or apartments.
 - 4.2. **Graduation.** You must notify the University promptly if you graduate or expect to graduate during the License Term. Your License Term ends upon graduation. You must remove your belongings and return your keys to Residence Life and Housing within forty-eight (48) hours after your graduation from the University (unless you maintain active enrollment in other classes or programs).
 - 4.3. **Other Criteria.** Hamilton Hall and The Woods have no additional eligibility criteria. Honors Hall is open to students who are in the University honors program, or have a GPA of at least 2.5, or are a Trustee's Scholar, or are registered to participate in a specialized interest program assigned to the building. Forest Lane, College Park, and University Park is open to those who are at least twenty-one (21) years of age or are sophomore status or above, transfer students, or have lived in on-campus student housing for more than two (2) semesters. The Village is open to those who are at least twenty-one (21) years of age or transfer students, sophomore status or above (or graduate or professional students), or are married and/or live with dependents.
 - 4.4. **Criminal History.** You must truthfully disclose your criminal history on your application for on-campus student housing. The University may refuse on-campus student housing if you have been convicted of a felony or serious misdemeanor offense (as determined in the University's discretion). If you disclose a criminal history, a University administrator will contact you to gather additional information.
5. **Suspension & Termination.** The University may suspend and/or terminate your License if you fail to comply with any provision of the Terms, and particularly (but not exclusively) if your conduct (a.) created or in the University's judgment is likely to create a significant risk to the life, health, or safety of others; or (b.) involved failure to make timely payment of Fees; or (c.) unreasonably interfered with or in the University's judgment is likely to interfere with University operations or the ability of others on campus to work, study, or enjoy the use of University facilities or services.
 - 5.1. **Notice of Suspension or Termination.** You are entitled to written notice of any suspension or proposed termination. The notice shall state the particular acts or omissions which in the University's determination warrant suspension or termination of your License, the effective date(s) thereof, and the applicable hearing and/or appeals process.

- 5.2. **Suspensions.** A suspension of your License is appropriate as a sanction for serious or repeat breaches of the Terms (and/or applicable laws and regulations, University policies, the Rules, or the Code of Student Conduct), or as an interim measure while the University completes the notice, hearing, and appeals process associated with a proposed termination. During a suspension, you may (but are not required to) remove your belongings from the Unit (accompanied by a University official, if the University determines their presence appropriate), but otherwise you may not access, use, or occupy the Unit or any Common Areas.
- 5.3. **Termination.** A termination of your license is appropriate as a sanction for serious or repeat breaches of the Terms (and/or applicable laws and regulations, University policies, the Rules, or the Code of Student Conduct). If the acts or omissions that prompt the proposed termination are a violation of the Code of Student Conduct, then the University will provide notice and an opportunity to be heard in accordance with the University's then-current procedures for disciplinary hearings. (See University Policy No. 3720: Code of Student Conduct at: <https://policy.wright.edu/policy/3720-code-student-conduct>.) If the acts or omissions that prompt the proposed termination are not violations of the Code of Student Conduct (e.g. failure to make timely payment of Fees), then the notice shall specify the time to cure the deficiency. .
- 5.4. **Appeals.** Appeals must be in writing and received in the office of the Dean of Students within five (5) days after the University notifies you of the suspension or termination. Untimely appeals may be summarily denied. The appeal will be granted if the Dean finds, by a preponderance of the evidence, that a suspension or termination of your License is not warranted under the Terms (and/or applicable laws and regulations, University policies, the Rules, or the Code of Student Conduct), or is unlawful. Appeals that assert other grounds for relief are in the Dean's sole and absolute discretion. In determining the appeal, the Dean may consider any evidence from any source (including informal consultation with others who have personal knowledge of the pertinent facts). The suspension or termination is not stayed pending appeal unless (a.) you request a stay in writing, and (b.) the Dean determines that granting the stay is not likely to result in further violations. You will receive written notice of the Dean's decision, which is final and unappealable.
- 5.5. **Effect.** A suspension or termination of your License pursuant to this Section shall only affect your right to access, occupy, and use the License. **You acknowledge and agree that the University is under no obligation to offer any refund, credit, proration, or other financial concession if your License is suspended or terminated for violation of the Terms (and/or applicable laws and regulations, University policies, the Rules, or the Code of Student Conduct).** During the term of a suspension, or if the University gives notice of a proposed termination, you are ineligible for cancellation, rescission, and early termination, except as required by law.
- 5.6. **Removal of Property.** Upon receipt of a notice of suspension, proposed termination, or termination of your License, you may contact Residence Life and Housing to coordinate a mutually agreeable time (during business hours) to collect your belongings from the Unit. Any belongings not removed from the Unit more than twenty-four (24) hours after a termination becomes final may be deemed by the University to have been abandoned, and disposed of in the University's discretion.
6. **Meal Plans (Residence Halls Only).** You must enroll in a University meal plan during the License Term. If you are not enrolled in a meal plan on the first day of the License Term, you authorize the University to enroll you in the default meal plan, and charge the costs of the plan to your Account.

7. Damages and Maintenance.

- 7.1. **Self-Assessment.** Within twenty-four (24) hours after checking-in to your Unit, you must complete and submit to the University an inventory and damage assessment of your Unit using forms provided by the University. If you discover any damage or missing furniture or fixtures, (a.) notify Housing and Residence Life, and (b.) annotate the damage on your inventory and damage assessment form. If you fail to complete and submit the form within the allotted time, the University may deem that your Unit was in good repair, with all expected furniture and fixtures present and in good working order, upon your move-in.
- 7.2. **Vacating Unit.** You agree to vacate the Unit within twenty-four (24) hours after the end of your last scheduled final exam each Semester, unless other arrangements are approved in writing by the University. Upon the end of your License Term, the Unit and its contents must be in substantially the same condition as they were when you moved-in (less reasonable wear and tear) and “broom clean” with all refuse removed.
- 7.3. **Damage to Property.** If the University determines that your acts and omissions (or those of your guests) contributed to the loss, damage, or destruction (other than reasonable wear and tear) (“Loss”) of the property of the University or its student housing operator, then you will be responsible for all reasonable costs of remediation. If the University has a reasonable basis to believe that certain individuals contributed to the Loss, it may apportion liability in its discretion according to their fault. If the University cannot determine which individuals contributed to a Loss that occurs in a Common Area, then occupants of a room, suite, or apartment will share liability for Losses to the room or suite Common Areas, occupants of a floor or wing will share liability for Losses to floor or wing Common Areas, and occupants of a building will share liability for Losses to the building Common Areas.
- 7.4. **Major Losses.** If any casualty renders the Unit and/or a substantial portion of the building in which it is located unsuitable for occupancy (in the University’s discretion), then the University shall have the right to elect either (a.) to terminate your License and pro rate your room and board fees through the effective date of the casualty, or (b.) to reassign you to another unit and/or alternative housing.
- 7.5. **Alterations.** Alterations, improvements, and additions are prohibited unless expressly authorized in writing by the Director of Residence Life and Housing. Whether or not authorized, such changes must be removed upon the University’s request at the end of the License Term.
- 7.6. **Maintenance.** The University (as used in this Section, including the University’s student housing operator) shall be responsible for maintaining the walls, floor, ceilings, roofs, windows, stairways, elevators, corridors, and common areas, and the permanently installed electrical, plumbing, and HVAC facilities, within the Unit and the building in which it is located. In addition, the University will maintain all property owned by them, respectively, in the Unit and the building in which it is located (including Common Areas). The University shall endeavor to effectuate necessary repairs with reasonable diligence. To the greatest extent permitted by law, the University shall not be liable for failure to make repairs if it acts with reasonable diligence. You acknowledge that it may be unreasonably dangerous for occupants to make or attempt their own repairs, and you agree not to make or attempt repairs (or engage any other person or entity to do so).

8. **Housing Assignments.** On-campus student housing assignments are made in the sole and absolute discretion of Residence Life & Housing.
 - 8.1. **Preferences.** You may notify the University of your preferences, if any, concerning unit size, style, layout, type, location, occupancy, and roommates (e.g. no roommate, one roommate, multiple roommates, particular roommates, etc.). The University will attempt to assign housing that conforms to your preferences, but does not guarantee that your preferences will be accommodated. It shall not be a breach of the Terms for the University to assign housing that does not conform to your preferences.
 - 8.2. **Non-Discrimination.** The University does not discriminate on the basis of any legally-protected attribute in the assignment of on-campus student housing. Requests for housing assignments on the basis of legally-protected attributes will not be honored.
 - 8.3. **Involuntary Reassignment.** The University will not reassign students arbitrarily or unreasonably after move-in. However, the University reserves the right to make reassignments in its sole and absolute discretion and with or without cause, including (without limitation) for operational requirements and/or occupant compatibility. The University will provide reasonable advance notice of reassignment. For purposes of this Section, forty-eight (48) hours shall be deemed “reasonable advance notice” absent extraordinary circumstances. You agree to promptly cooperate with reassignment instructions. If you are involuntarily assigned to a new unit that is more expensive than the unit to which you were initially assigned, your room charges will not increase.
 - 8.4. **Voluntary Reassignment.** You may request voluntary reassignment to a different unit with or without cause, and the University may approve or disapprove of such requests in its sole and absolute discretion. You agree to comply with any processes and protocols the University may from time to time adopt regarding requests for voluntary reassignments.
9. **Rules.** Residence Life and Housing has adopted housing policies (the “Rules”) to supplement these Terms. The Rules are located at <https://www.wright.edu/residence-life-and-housing/policies>. You acknowledge and represent to the University that you have read the Rules, that you understand them, and that you will comply with them. The University retains the right to amend the Rules at any time in its discretion, and you agree to comply with the amended Rules as long as they do not conflict with these Terms and you receive notice of the change.
10. **Expanded Occupancy.** In case of exceptionally high demand for on-campus student housing, or as operational needs dictate, the University reserves the right to assign you to short-term alternative housing, which may include (by way of example and not by way of limitation): common areas repurposed to residential areas, increasing unit maximum occupancy, and/or placement in third-party / commercial housing (e.g. apartments, hotels).
11. **Right of Entry.** You authorize the University (or its designee) to enter your Unit to (a.) perform examinations or inspections of the Unit, its contents, or components of the building; (b.) to perform maintenance, repairs, and improvements; and (c.) to check on the health, safety, or welfare of any occupant. The University will give you reasonable advance notice prior to entry (unless an occupant is present and gives consent at the time of entry). For the purposes of this Section, twenty-four (24) hours’ notice, either posted on or under the door to the unit, or delivered electronically to any occupant via any means, shall be deemed “reasonable.” Less than twenty-four (24) hours’ notice is reasonable if the

University determines that expedited entry is likely to (i.) prevent or mitigate damage to property; (ii.) prevent or mitigate a danger to health, safety, or welfare; or (iii.) check on or care for an occupant the University believe to be dangerous, in danger, or seriously ill/injured. In the foregoing circumstances, the University may give notice it deems reasonable under the circumstances. Any occupant's request for maintenance shall constitute consent for the entry to the Unit at the earliest convenience of the University or its designee, and without further notice to any other occupants.

12. **Personal Property.** **The University and its student housing operator do not carry liability insurance with respect to your personal property (or the personal property of your guests in on-campus student housing), and to the greatest extent permitted by law, each disclaims all liability for theft, loss, damage, or destruction of such property.** You are encouraged to consider purchasing renter's insurance.

12.1. **Abandonment.** Personal property left on or about campus after termination of the License Term shall be deemed abandoned and may be disposed of by the University in its sole and absolute discretion without liability to you. The University is under no obligation to store such property or to attempt to return it to you, but if the University elects to do so then you agree to reimburse the University's costs, which may include storage and transportation fees, shipping charges, and so forth.

12.2. **Contraband.** While on the University's campuses, you may not possess property that is prohibited by applicable laws or regulations, University Policies, or the Rules. If the University discovers or determines that you are in possession of prohibited property on campus, then the University may confiscate and dispose of the property without compensation or liability to you. By way of illustration and not by way of limitation, such property may include weapons, ordnance, explosives, controlled substances (except as lawfully prescribed), drug paraphernalia, and alcohol (unless you are at least twenty-one (21) years of age).

13. **Student Housing Operator.** Certain on-campus student housing units and related services are provided by Crawford Hoying and its subsidiaries, with which the University maintains contractual relationships. The University does not anticipate any discontinuation or disruption to those relationships during the License Term. However, if the University's contract with any of the foregoing third-parties should terminate or expire during the License Term, you acknowledge and agree that the University may terminate your License upon written notice. In the event of such a termination, your room fees will be prorated through the effective date of the notice.

14. **Liability, Assumption of Risk, and Waiver.**

14.1. **On-Campus Risks.** While the University works hard to prevent and mitigate theft, criminal activity, and personal injury on its campuses, the risks of those incidents are present on all college and university campuses. Those risks can be acute in community living environments, such as college and university housing. By applying for on-campus student housing, you acknowledge that you have been made aware of those risks, and choose to accept them. You agree to assume responsibility for your own personal safety and security, and for the safekeeping of your personal belongings. Additional information about on-campus safety and security risks can be found in the University's annual Campus Security and Fire Safety Report, available at: <https://www.wright.edu/police/crime-and-fire-data>.

14.2. **Indemnification.** To the greatest extent permitted by law, on behalf of yourself and your successors, assigns, and personal representatives, you hereby undertake to defend, indemnify, and hold harmless the Indemnified Parties against any Claims.

14.2.1. The “Indemnified Parties” include (a.) the State of Ohio, (b.) Wright State University, (c.) Crawford Hoying (and its subsidiaries), and (d.) each of the foregoing entities’ respective members, trustees, officers and officials, agents, employees, affiliates, insurers, attorneys, and other representatives.

14.2.2. A “Claim” is any liability, claim, cost, expense, amount paid in settlement or damages, and investigation/defense cost (including without limitation reasonable attorney fees and defense costs) incurred by any of the Indemnified Parties as a result of any lawsuit or other proceeding in which the Indemnified Party is made a party or threatened to be made a party and relates in any way to (a.) losses that proximately resulted or may proximately have resulted from the ordinary negligence of an Indemnified Party, or (b.) any acts or omissions of any third-party.

15. **Cure and Breach.**

15.1. **Your Failure to Perform.** The University will notify you in writing of any missed payment. You are entitled to at least seventy-two (72) hours to cure the deficiency. If your missed payment is not rectified, it shall constitute a material breach of these Terms. The University is not obligated to provide notice or any opportunity to cure if you fail to perform according to these Terms in any other manner, and if any such opportunity to cure is extended to you, it is gratuitous and may be withdrawn or cancelled by the University in its sole and absolute discretion.

15.2. **The University’s Failure to Perform.** The University’s failure to perform according to these Terms shall not constitute a breach of these Terms unless you have first notified the University in writing of any perceived deficiency, and afforded the University a reasonable opportunity to cure. For purposes of this Section, thirty (30) days shall be presumptively reasonable absent extraordinary circumstances.

16. **Services.** The University and/or its student housing operator shall provide reasonable quantities of residential utilities, including heat, ventilation, electricity, garbage removal (from in-building or exterior trash receptacles), air conditioning, water and sanitary sewer service (in-room or corridor bathrooms, varies by unit type).

16.1. **Disruptions.** The University and/or its student housing operator shall have no liability for service disruptions, provided that if disruptions result from either’s acts or omissions, it shall exercise reasonable diligence to promptly restore service.

16.2. **Services Provided.** The University currently provides basic television service and high-speed data service through its Student Housing Data Network. Your access to and use of the Network is a benefit and not a right, and contingent upon your acceptance of the University’s terms of service. If the University has reason to suspect that you are using the Network for illegal purposes, or in a manner that is inconsistent with any terms of service that the University may from time to time adopt in its discretion, then the University shall have the right to charge separately for your

Network service, or to limit or terminate your access to the Network, all without prior notice to you.

17. **Holding-Over.** If you fail to vacate the Unit at the end of your License Term, the University may deem your holding-over a renewal of these Terms for the semester that follows the one in which you were to have vacated, at the then-current room and board charges plus twenty (20%) percent; or alternatively, the University may deem your holding-over a material breach of these Terms and pursue any or all available legal or equitable remedies. In either case, you agree to be responsible for all consequential losses and damages to the University which result from your holding-over, whether or not the same are known to you or reasonably foreseeable to you. By way of example only, and not by way of limitation, those damages may include the costs of operating a building that otherwise may have been closed, costs of relocating occupants who would otherwise have been assigned to your Unit, lost revenues, and unless prohibited by law, court costs, litigation costs, and reasonable attorney fees incurred by the University in prosecuting a civil action to recover possession of the Unit.

18. **Pandemic and Public Health.**

18.1. **COVID-19.** The COVID-19 virus, and many other types of viruses, bacteria, and infectious agents are present in the environment and potentially on the University's campuses notwithstanding efforts to keep those premises clean and sanitary. The University does not guarantee that its campuses are germ-free. Rather, there is an unavoidable, residual risk of infection associated with all in-person activities, and you acknowledge that you are knowingly and voluntarily accepting that risk by choosing to stay in on-campus student housing.

18.2. **Preventive Actions.** The University reserves the right to close and/or limit access to, occupancy in, or use of student housing facilities when it deems those actions reasonably necessary or advantageous to the prevention or mitigation of COVID-19 or other infectious agents, or when the same is required or recommended by public health authorities. In such cases, refunds and credits shall be in the University's sole and absolute discretion. The University's policies and procedures concerning COVID-19 prevention and mitigation are available at <https://wright.edu/coronavirus>, and are incorporated into these Terms by reference. The University reserves the right to amend its COVID-19 prevention and mitigation policies and procedures in its sole and absolute discretion in order to respond to changing public health or safety conditions. You agree to cooperate promptly with all such measures.

19. **Medical Issues.**

19.1. **Insurance.** You agree to carry adequate health insurance during the License Term, and to provide reasonable documentation of current coverage upon the University's request. Such health insurance coverage is not provided automatically by the University, but may be elected as part of course registration.

19.2. **Vaccinations.** The University requires residential students to be inoculated against measles, poliomyelitis, diphtheria, pertussis, tetanus, rubeola and rubella. You agree to obtain (if you have not already obtained) all of the required inoculations, and to upload evidence of inoculation that the University deems sufficient. The University may require international students from countries with high incidence of tuberculosis to demonstrate that they are not infected before move-in. The University has contracted with Med+Proctor to verify and store inoculation records

electronically. There is no charge to you for this service. The Med+Proctor portal can be accessed here: <https://secure.medproctor.com/Account/SignIn>. You may not move-in until the foregoing steps are complete. The University may require additional inoculations in the interest of infectious disease prevention and mitigation.

- 19.3. **Accommodations.** Accommodations requested because of illness, injury, or disability are coordinated exclusively through the University's Office of Disability Services, (937) 775-5680. The University does not provide attendant care in residential facilities. The Office of Disability Services may be able to provide referrals for attendant care services, or assist you in coordinating special housing arrangements, adaptations, or equipment required on account of medical issues. Emotional support animals must be pre-approved by the Office of Disability Services, and of a type that is reasonably appropriate for community living environments.

20. Student Responsibilities.

- 20.1. You agree to strictly comply with these Terms. All applicable laws and regulations, and University policies and procedures (particularly including the University's Code of Student Conduct and/or the Rules) are incorporated into these Terms by reference.
- 20.2. You agree to participate in good faith in all University dispute resolution processes in the event of a dispute or disagreement with a roommate or with another student.
- 20.3. You may not use the Unit, the building in which the Unit is located, or any property owned by the University (or its student housing operator) for the purpose of conducting business or commercial activity.
- 20.4. You agree not to duplicate any keys to any on-campus facilities. The University may assess a charge for replacing lost keys and/or re-keying locks as a result of lost keys. You will notify the University promptly upon discovery of a lost key.
- 20.5. If you will be absent from the Unit for more than seven (7) days (except for breaks during which the University is closed), you will notify Residence Life and Housing in advance if possible, and by the seventh day if others. If you are absent more than seven (7) days without providing such notification, the University may deem your absence an abandonment of the Unit.
- 20.6. You agree to maintain the Unit (including any common living areas within it) in a clean, sanitary, and hygienic condition at all times. You will remove all garbage and waste from the Unit promptly, and deposit it in receptacles designated by the University. You will clean up all messes that you or your guests make in Common Areas.
- 20.7. At all times on campus, you agree to conduct yourself, and to require your guests to conduct themselves, in a manner that does not unreasonably disturb others' use and enjoyment of the University's facilities. You will neither engage in nor permit your guests to engage in any activities that generate offensive odors or unreasonable noise or vibrations. You will conform and require your guests to conform at all times to appropriate standards of personal hygiene while on and about campus.

- 20.8. You will notify the University immediately if you discover any condition on campus which poses a threat to the health, safety, or wellbeing of others. Notification can be made to your Resident Assistant or Community Director, or by calling WSU Police Dispatch at (937) 775-2111.
- 20.9. You will notify the University promptly if you determine that your Unit or the building requires maintenance or service. Notification shall be made as directed at <https://www.wright.edu/residence-life-and-housing/maintenance-requests-and-billing>.
- 20.10. If your Unit is not at full occupancy, you agree to keep the unassigned beds, closets, dressers, desks, and other facilities empty, accessible, and ready for occupancy by another licensee without notice.
- 20.11. You may not manufacture, possess, buy, sell, or use controlled substances (except pursuant to a lawful prescription) or alcohol (except for those who are at least twenty-one (21) years of age) anywhere on the University's campuses. The campuses are tobacco-free, and you agree not to consume any tobacco products (except for smoking cessation aids) anywhere on the University's campuses.

21. Miscellaneous.

- 21.1. **Force Majeure.** Except for payment of Fees, neither Party shall be deemed to have defaulted under these Terms for any failure or delay in performance that proximately results from unforeseeable events and occurrences that are beyond the Party's reasonable capacity to control. By way of example and not by way of limitation, such occurrences may include: acts of God, flood, fire or explosion, war, invasion, riot or other civil unrest, embargoes and blockades in effect after the effective date of this Agreement, national or regional emergency, strikes/labor stoppages and slowdowns/labor disruptions/industrial disruptions, compliance with any applicable law or government order, pandemic and other public health emergencies, and other catastrophic events not reasonably foreseeable at the time these Terms are adopted.
 - 21.1.1. If all or a portion of the on-campus student housing (and/or dining service) system and/or the supply chain of either becomes unavailable or commercially impracticable, on account of force majeure, the University may in its discretion terminate its agreement without prior notice, require some or all licensees to vacate on-campus student housing for some or all of the current contract term, relocate some or all residents to replacement housing, or take other reasonable actions that the University deems appropriate (including, by way of example and not by way of limitation, issuing *per diem* refunds of meal plans and/or student housing room and board fees).
- 21.2. **Administration.** The University may from time to time adopt and implement policies, procedures, and forms for the efficient administration of its on-campus student housing program. You agree to familiarize yourself with those measures, and to comply with them in matters pertinent to program administration. You may obtain information about the appropriate protocols and forms by contacting Residence Life and Housing staff or accessing the Residence Life & Housing website at www.wright.edu/housing.

- 21.3. **Amendment.** These Terms shall not be modified orally. The University may amend, rescind, or supplement these Terms by notifying you in writing of the proposed change. You may object to the amendment by delivering written notice to the University within seven (7) days of delivery of the notice, upon which the University must promptly elect to either (a.) terminate your License as provided in Section 5.5, or (b.) continue your License without amending the Terms (as between yourself and the University). If you do not object to the proposed increase, you will be deemed to have accepted it.
- 21.4. **Non-Assignment.** You may not assign all or any part of your rights or responsibilities hereunder without the express prior written consent of the University, which consent the University may withhold in its sole and absolute discretion.
- 21.5. **Class Recovery.** You acknowledge and agree that any claims you have or may have against the University will be litigated and adjudicated exclusively on an individual basis, and you hereby irrevocably waive your right to participate in, or have your claims against the University adjudicated through, any class, collective, or other group action.
- 21.6. **Notices.**
- 21.6.1. The University will deliver notices pertinent to these Terms to you using any one or more of the following methods: (a.) personal service, which shall be effective upon delivery; (b.) posting the notice on or leaving it under the door to your Unit, which shall be effective when posted or left; (c.) postage prepaid certified or registered mail to your last known address on-file with Residence Life and Housing or the University Registrar, which shall be effective upon delivery (or effective upon re-mailing by ordinary mail if the certified/registered mail is returned “refused”); or (d.) electronically to your official @wright.edu email address, once one is assigned to you by the University. The University may rely on the accuracy of contact information provided by you, and you acknowledge your responsibility to promptly notify the University of any change.
- 21.6.2. You will deliver notices pertinent to these Terms to the University by postage prepaid certified or registered mail to Wright State University, Office of Residence Life and Housing, 3640 Colonel Glenn Highway, Dayton, Ohio 45435, with a copy of the notices by regular mail to Wright State University, Office of General Counsel, 3640 Colonel Glenn Highway, Dayton, Ohio 45435 (which copy shall not itself constitute notice to the University).
- 21.6.3. Either Party may update its contact information by notifying the other in writing of the change. Notwithstanding the foregoing, you acknowledge the University’s right to use your official @wright.edu email address for all official electronic correspondence from the University, regardless of whether you designate an additional or alternative address.
- 21.7. **Choice of Law.** Any dispute arising under these Terms, or pertinent to their negotiation, adoption, execution, performance, or breach, shall be resolved exclusively through the application of the substantive and procedural internal laws of the state of Ohio, without giving effect to any choice of law provisions therein. Any such dispute shall be litigated, if at all, exclusively in a court of competent jurisdiction within Ohio. You hereby irrevocably consent to personal jurisdiction in the Ohio state courts with geographic jurisdiction that includes

Greene County, Ohio, and waive the affirmative defenses of lack of personal jurisdiction, *forum non conveniens*, and every other affirmative defense which would have the effect of divesting the aforementioned courts of jurisdiction to hear and adjudicate such disputes.

- 21.8. **Minors.** A parent or legal guardian must countersign and ratify these Terms on your behalf if you are under the age of eighteen (18) years and complete Schedule B. Upon reaching the age of eighteen (18), the University may require you to ratify these Terms as a condition of continuing your License. This Section shall not apply if you are a legally emancipated minor, but the University may require you to provide a copy of a court order to that effect. You acknowledge and agree that the goods and services furnished to you under these Terms are necessities.
 - 21.9. **Non-Waiver.** A Party's waiver of a breach or provision of these Terms shall not operate as a waiver of any other or subsequent breach or provision.
 - 21.10. **Subordination.** These Terms are subordinate to applicable laws and regulations. If there is a conflict between the provisions of these Terms and applicable laws and regulations, the latter shall prevail.
 - 21.11. **Unenforceability.** Any provision in these Terms which is invalid or unenforceable shall not be given effect, but the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions.
 - 21.12. **Electronic Records.** Your electronic signature on this record shall carry the same legal weight, effect, and enforceability as a handwritten signature on a paper record. You expressly consent to the use of electronic signatures, and to the use of electronic records in lieu of paper records, with respect to this transaction and all subsequent transactions with the University. This Section shall neither prohibit the use nor impair the validity of tangible records or original signatures in any prior or subsequent transaction between yourself and the University.
 - 21.13. **Dependents.** Dependents/families may cohabitate with you in select units only. If you are in an eligible unit and wish to cohabitate with dependents or family members, you acknowledge that each such individual must execute a rider accepting these Terms prior to cohabitation. You agree to indemnify, defend, and hold harmless the University from and against all claims of dependents/family members who fail to execute the appropriate rider.
22. **Occupancy.** Maximum occupancy allowed at a College Park or University Park standard quad apartment is 4 same-sex adults except in the designated Gender Inclusive Housing locations. Maximum occupancy allowed at a University Park double occupancy quad apartment is 6 same-sex adults. Maximum occupancy 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 2 years old.

[[SIGNATURES TO FOLLOW]]

As evidenced by your signature below, you attest that you have read, understood, and agree to comply with the foregoing Terms and Conditions.

Signature: _____

Printed Name: _____

Dated: _____

IF YOU ARE A MINOR, YOU ARE REQUIRED TO HAVE A PARENT OR LEGAL GUARDIAN SIGN BELOW:

Signature: _____

Printed Name: _____

Title: Parent / Legal Guardian (Circle One)

Dated: _____

Student Housing Terms & Conditions
2022 – 2023 Academic Year
Schedule A: Room and Board Charges

For an accurate list of the room and board charges and rates, please visit:

<https://www.wright.edu/residence-life-and-housing/wright-guarantee-housing-rates#22-23>

Student Housing Terms & Conditions
2022 – 2023 Academic Year
Schedule B: Parent/Guardian Acceptance for Minors

1. I represent and warrant to the University that I am the parent and/or duly appointed legal guardian for the minor _____ (the “Minor”). Upon the University’s request, I will provide documentation of my relationship to the Minor.
2. I hereby accept the Terms, individually and as the parent/guardian and next friend of, and on behalf of, the Minor. I agree to defend, indemnify, and hold harmless the University from and against any losses the University sustains or might reasonably sustain as a result of the minor’s repudiation of the Terms.
3. I acknowledge that while the University welcomes minors (with parent/guardian consent) in its on-campus student housing program, the program is tailored to adult students. The University will not require older students to modify their behaviors or activities on account of the Minor’s presence. I understand that the Minor may be exposed to adult behaviors and activities while in the program or on the University’s campuses. I understand that there is no curfew, no bed check, and no minor-specific restriction on the University’s usual rules concerning in-room guests.
4. I understand that the University does not assume, and expressly disclaims, any obligation to act *in loco parentis* or otherwise as a surrogate parent or guardian for the Minor. The University is under no obligation to monitor the Minor’s behavior, choices, or wellbeing, or to report behavioral or other incidents to me as the Minor’s parent or guardian.
5. I understand that the University expects and requires direct interaction with the Minor regarding all issues and concerns. The University will communicate directly with the Minor, and not with me, regarding disciplinary, academic, financial, and all other issues. I will require the Minor to communicate with the University, and not through me as an intermediary, regarding any and all concerns the Minor may have with living arrangements, academics, interpersonal relationships, and so forth.
6. I represent to the University that I have had a frank discussion with the Minor concerning the challenges of living independently and without direct parental supervision. I have satisfied myself that the Minor possesses the maturity and ability to be responsible for their own personal safety and wellbeing, academic and overall success, and behavioral choices. Furthermore, I represent to the University that the Minor agrees that he or she is capable of the foregoing, and desires to participate in the University’s programs.

Signature: _____

Printed Name: _____

Relationship to Minor: _____

Dated: _____

Student Housing Terms & Conditions
 2022 – 2023 Academic Year
Schedule C: Rider for Dependents in The Village

Please identify all dependents who will occupy your Unit:

Primary Licensee (Student) Name			
Dependent Legal Name	SSN	DOB	Relationship

Each dependent (or parent/guardian, if the dependent is a minor) must complete and execute by their name below:

1. I hereby request a license to reside in Wright State University’s on-campus student housing as a dependent of the primary licensee named above.
2. In consideration of the license granted to me, I expressly agree:
 - a. My license is contingent upon the license of the primary licensee named above. If the primary licensee is no longer permitted in on-campus student housing, then my license shall terminate.
 - b. I have read and agree to comply with the Student Housing Terms and Conditions. I understand that the University may terminate my license if I do not strictly comply with the Terms, and especially with those provisions regarding standards of personal conduct while in and about the University’s campuses.
 - c. I expressly ratify and affirm Section 14.1 (Assumption of Risk) and Section 14.2 (Waiver) of the terms.

Dependent Name	Signature (dependent or guardian)	Date