



## Student Housing Terms and Conditions

This document contains the terms and conditions (collectively, the “Terms”) which you agree to by becoming a resident at any of Wright State University’s (the “University’s”) student housing buildings. These terms and conditions have been created by the University and the Student Housing Provider(s) for each Residence described below (the “Provider”). By occupying the room or bed assigned to you, you are accepting the Terms below and creating a contract between you and the Provider, subject to the same.

### Definitions

The following are a list of definitions for capitalized terms used in the Terms below.

- The term “**Academic Year**” refers to a period of a year commencing on July 1 of a given year and June 30 of the subsequent year.
- The term “**Access Path**” refers to all concrete, dirt, gravel, and paved paths for ingress and egress by pedestrian between the Residences and the University’s Dayton Campus.
- The term “**Common Area**” refers to the Housing Grounds, the Parking Area, the Access Paths, and the Roadways, as those amenities are defined in this section.
- The term “**Housing Grounds**” refers to the grounds surrounding the Residences as well as all amenities for the common benefit of the students, but does not include the Parking Area, the Roadways, and the Access Paths.
- The term “**Parking Area**” refers to Lots CP, V, and W, as well as all parking spaces adjacent to the Residences.
- The term “**Residences**” refers to the buildings described in the preamble owned or controlled by the Owner individually or through entities it owns or controls, which are more particularly described and defined below.
  - The term “**College Park**” refers to a community of eight buildings containing approximately 480 beds located south of Honors Hall along Zink Road.
  - The term “**Forest Lane**” refers to four buildings containing two-bedroom apartments located just off-campus at the end of Forest Lane.
  - The term “**Hamilton Hall**” refers to a building located on-campus containing rooms with single or double occupancy.
  - The term “**Honors Hall**” refers to a building with approximately 397 beds located between College Park and University Park along Zink Road.

- The term “**University Park**” refers to a community of four buildings containing approximately 240 beds located between Honors Hall and The Village along Zink Road.
- The term “**The Village**” refers to a community of three buildings containing 133 apartments located north of University Park along Zink Road.
- The term “**The Woods**” refers to a community of nine buildings with approximately 1,228 beds located between Zink Road and the University’s Dayton Campus and accessible from Village Drive or Springwood Lane.
- The term “**Residence Halls**” refers to, as a group, Hamilton Hall, Honors Hall, and the Woods.
- The term “**Residence Life and Housing**” refers to the University’s Department of Residence Life and Student Housing, and any agents or employees of the same.
- The term “**Roadway**” refers to all paved paths for ingress and egress by vehicle on the Premises, including, but not limited to, Village Drive and Springwood Lane.
- The term “**Students**” refers to the University’ students, whether at the undergraduate or graduate level, as well as participants in the Wright Path program who are attending a local community college.

## 1.0 **GENERAL PROVISIONS.**

- 1.1 **License.** Your housing agreement with the Provider creates the terms and conditions for a license only (the “License”). Nothing in these Terms shall be construed to create a lease. During your License’s period, you have a limited license to occupy, access, and use your assigned on-campus student housing unit (the “Unit”). You also have a limited, non-exclusive license to access and use the common areas and amenities of the building in which your Unit is located (the “Amenities”). The Provider may alter, limit, or remove the Amenities 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.
- 1.2 **Period.** Your License is effective for a period of time (the “Period”) that begins on the University’s designated move-in date for Fall Semester and continues for two academic semesters, ending at 5:00 P.M. on the Friday of the University’s Spring Semester final exam week. For more information on the move-in date and final exam week, please consult the University’s academic calendar available at: <https://www.wright.edu/raiderconnect/academic-calendar>.
- 1.2.1 **The Village.** If you are assigned to a unit in The Village, your Period ends after three (3) semesters, ending at 5:00 P.M. on the Friday of the University’s Summer Semester final exam week. For more information on the move-in date and final exam week, please consult the University’s academic calendar available at: <https://www.wright.edu/raiderconnect/academic-calendar>.
- 1.3 **Fees.** In exchange for your License, you agree to pay the University’s published room and board charges for the entire applicable Period. For more information on the University’s room and board charges for units in the Residences, please consult the University’s housing costs for a given Academic Year available at: <https://www.wright.edu/residence-life-and-housing/rates-and-prepayment>.

- 1.4 **Occupancy**. By taking occupancy of your Unit, you acknowledge and agree that these Terms shall be fully effective for your License's Period.
- 1.5 **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.
- 1.5.1 **Residence Halls**. Resident Halls are closed in Summer Semester. If your Unit is in one of the Residence Halls during the Fall and Spring Semesters, you will be reassigned for Summer Semester to a unit in one of the other buildings.

## 2.0 **ELIGIBILITY**.

- 2.1 **Generally**. To be eligible for student housing, you must meet the following requirements:
- a. You must be a high school graduate or have earned a GED or equivalent degree;
  - b. You must be admitted to the University and enrolled in at least one course at the same as of the first date of the Period or otherwise eligible through the Wright Path program; and
  - c. You are current on your financial obligations to the University.
- 2.1.1 **Residence-based Criteria**. You must meet the following requirements to be eligible for the following Residences.
- a. **Honors Hall**: You must be enrolled in the University's honors program, have a GPA of at least 2.5, are a Trustee's Scholar, or are registered to participate in a specialized interest program assigned to the building.
  - b. **Forest Lane, College Park, and University Park**: You must be 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.
  - c. **The Village**: You must be 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. You also must complete and submit **ATTACHMENT 1** appended to these Terms.
- 2.1.2 **Criminal History**. You must truthfully disclose your criminal history on your application for on-campus student housing. The University or the Provider may refuse to permit you to live in 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 representative will contact you to gather additional information.
- 2.2 **Losing Eligibility**. If you are no longer eligible for student housing, the University may cancel your housing reservation or terminate your License. If any of the circumstances below occurs you must comply with the following obligations.
- 2.2.1 **Voluntary Withdrawal**. You must notify the University immediately if you voluntarily withdraw from the University. Your License is considered terminated immediately after you withdraw from your final class. Upon termination of your License, you must remove your belongings and return your keys to Residence Life and Housing within forty-eight (48) hours. Failing to register for Summer Term classes does not by itself constitute voluntary withdrawal from the University for either the residence halls or apartments.

2.2.2 **Graduation.** You must notify the University promptly if you graduate or expect to graduate during the Period. Your License is considered terminated upon the date of your 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.

2.3 **Student Code of Conduct.** You must abide by the student code of conduct (the “Code”) as a condition of eligibility. A violation of the Code may result in your loss of eligibility, suspension of your License, or termination of the same. A copy of the Code is available through the University at the following: <https://policy.wright.edu/policy/3720-code-student-conduct>.

### 3.0 **RESERVATIONS.**

3.1 **Your Reservation.** Your Unit shall be reserved once you have done the following:

- a. Submitted your student housing application;
- b. Acknowledge your acceptance of these Terms;
- c. Furnish your prepayment; and
- d. If you are a minor, submit your parent’s or guardian’s acceptance of these Terms.

3.1.1 **Availability.** All housing reservations are contingent upon the availability of Units.

3.2 **Cancellation.** Once you have completed the steps above, your reservation for housing is considered confirmed and enforceable, subject to the following circumstances.

3.2.1 **Ineligibility.** The University reserves the right to cancel your 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.

3.2.2 **Rescission.** You may rescind your reservation by submitting the appropriate form to the University on or before midnight on the third business day after the day on which your reservation is created. Upon rescission, your reservation will be cancelled and your prepayment will be refunded.

3.2.3 **Residence Halls Only.** You may cancel your reservation by submitting the appropriate form to the University on or before the deadline. The deadline to cancel a 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.

3.3 **Security Deposit.** No security deposit is required. You acknowledge that the University has neither requested nor received a security deposit from you.

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

3.5 **Withdrawal.** If you withdraw from all classes and move-out within the first two (2) weeks of class at the beginning of your License’s Period, you may request an early release as below.

3.5.1 **Re-Enrollment.** The University may rescind any approval for an early release if you re-enroll within the Period.

- 3.6 **No-Shows**. If you do not check-in to your Unit within the first two (2) weeks, you shall be obligated to pay as if you had checked-in and taken occupancy if you are enrolled in any class(es) at the end of a two-week period commencing as of the first date of a given semester in the Academic Year.
- 3.7 **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.
- 3.7.1 **Military Service**. The University supports students who serve in the U.S. Armed Forces. Early release 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 to the University.
- 3.7.2 **Pregnancy**. You may request, but are not required to request, early release if you become pregnant during the Period. Medical documentation attesting to the pregnancy should be provided along with the request.
- 3.7.3 **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).
- 3.8 **Submission**. All applications described in this section shall be submitted to Residence Life and Housing, who shall accept the same on the University's behalf.
- 3.9 **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.
- 4.0 FEES.**
- 4.1 **Room and Board**. The University's room and board charges (the "Fees") are determined annually as part of the state fiscal and budget process and are customarily finalized before July 1. Annually, the University publishes room and board charges for the next Academic Year, but such information contains estimates only and the actual amount may exceed such estimates.
- 4.1.1 **Account**. You shall have an official account with the University's Bursar (the "Account"). 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.

- 4.1.2 **Right to Rescind.** 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.
- 4.1.3 **Financial Liability.** You are financially responsible for the entire obligation unless released.
- 4.2 **Fee Adjustments.** The University reserves the right to increase fees for room and board during an Academic Year in extraordinary circumstances. You will be notified in writing at least thirty (30) days in advance of a proposed increase.
  - 4.2.1 **Objections.** 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 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.
- 4.3 **Unpaid Balances.** 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.
  - 4.3.1 **Financial Hold.** 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.
  - 4.3.2 **Dishonored Checks.** The University charges a fee for each dishonored check, in addition to actual costs incurred.
  - 4.3.3 **Fee Schedule.** Late fees and dishonored check fees, along with other fees, are described and listed at the following site: <https://www.wright.edu/bursar/tuition-fees/non-guarantee-tuition-housing-and-meal-plans#additional>.
- 4.4 **Payments.** You may pay your Account 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.
  - 4.4.1 **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.
  - 4.4.2 **Failure to Pay.** 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.

4.5 **Collections.** If you fail to pay on your Account promptly, the University or the Provider may commence a lawsuit to collect what is owed to it. If either does so, you hereby agree to pay the past-due amount, plus interest at the statutory rate, plus court costs, litigation expenses, attorney fees, and collection costs, unless prohibited by law. This section shall not prohibit or prevent the University or the Provider from pursuing or exercising any and all other legal or equitable rights available to it under these Terms or applicable law.

## 5.0 **STUDENT RESPONSIBILITIES.**

5.1 **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, you must notify Housing and Residence Life and 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.

5.2 **Housing Assignments.** Housing assignments are made in the sole and absolute discretion of Residence Life & Housing. 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.

5.2.1 **Non-Discrimination.** Neither the University nor the Provider discriminates 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.

5.2.2 **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.

5.2.3 **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. 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.

5.2.4 **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).

5.2.5 **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.

5.2.6 Apartment Occupancy. Maximum occupancy allowed at apartment-style Residences are as follows:

- **College Park and University Park:** A standard quad apartment is 4 same-sex adults except in the designated Gender Inclusive Housing locations. A double occupancy quad apartment is 6 same-sex adults except in the designated Gender Inclusive Housing locations.
- **The Village:** 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.

5.3 Housing Policies. 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.

5.3.1 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.

5.4 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.

5.4.1 Abandonment. Personal property left on or about campus after the License’s termination 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.

5.4.2 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).

- 5.5 **Maintenance.** The Provider, personally or through its assigns, 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 Provider will maintain all fixtures and furniture in the Unit at the time of occupancy and the building in which it is located, including Common Areas. The Provider shall endeavor to effectuate necessary repairs with reasonable diligence. To the greatest extent permitted by law, neither the University nor the Provider 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).
- 5.5.1 **Student Responsibility.** 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 Provider. You will clean up all messes that you or your guests make in Common Areas.
- 5.6 **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.
- 5.7 **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's Period, 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.
- 5.7.1 **Damage to Property.** If the University or the Provider 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 property owned by the University or the Provider, then you will be responsible for all reasonable costs of remediation. If either the University or the Provider has a reasonable basis to believe that certain individuals contributed to the Loss, they may apportion liability in its discretion according to their fault. If neither the University nor the Provider can 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.
- 5.7.2 **Holding-Over.** If you fail to vacate the Unit at your License's end, 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 or the Provider in prosecuting a civil action to recover possession of the Unit.

5.8 **Conduct.** 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.

5.8.1 **Reporting.** 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. 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>.

5.8.2 **Unused Space and Property.** 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.

## 6.0 **SUSPENSION AND TERMINATION.**

6.1 **Generally.** The University may suspend and/or terminate your License if:

- a. You fail to comply with any provision of the Terms;
- b. You maintain a substantial balance due and owing on your account;
- c. You violate the Code and such conduct results in a significant risk to the life, health, or safety of others;
- d. You unreasonably interfered with or is likely to interfere with the University's operations or the ability of others on campus to work, study, or enjoy the University's facilities or services.

6.2 **Notice of Suspension or Termination.** Prior to any suspension or termination of your License, you are entitled to written notice of the grounds for such suspension or proposed termination (the "Notice"). The Notice shall specify the particular acts or omissions which warrant suspension or termination, including, but not limited to, the date(s) of each act or omission. You shall be presumed to have received a copy of the Notice if such a copy is left in your Unit or transmitted mailed to your student e-mail address at the University.

6.2.1 **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. A suspension is effective immediately upon delivery of the Notice.

6.3 **Hearing on Termination.** Prior to any termination of your License, you are entitled to a hearing on the grounds for such termination (the "Hearing"). The Hearing shall be set no earlier than seven (7) days after the delivery of the Notice. The Hearing shall be held before the Director of Residence Life and Housing or someone appointed by them (the "Hearing Officer"). At the Hearing, you shall offer and produce all information and documents you wish to that might refute the grounds for your License's termination.

- 6.4 **Decision on Termination.** Prior to any termination of your License, a decision shall be published and furnished to you within seven (7) days of the Hearing. The Decision shall be created by the Hearing Officer. The Decision shall state whether your License shall be terminated and the reasons for the same. If the Hearing Officer determines that a termination is not justified, any suspension shall be considered lifted immediately. If the Hearing Officer determines that a termination is justified, then your License will be considered terminated for cause.
- 6.5 **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. If the Dean finds by a preponderance of the evidence that a suspension or termination of your License is not warranted under the Terms, applicable laws and regulations, University policies, the Rules, or the Code, or is otherwise unlawful, they may reverse or vacate the suspension or termination.
- 6.5.1 **Stay Pending Appeal.** Your suspension or termination is considered effective and enforceable pending appeal unless you request otherwise in writing. The Dean may grant a stay of the suspension or termination if they determine that granting such relief is not likely to result in further violations or harm the health and safety of other students. You will receive written notice of the Dean's decision, which is final and not appealable.
- 6.5.2 **Alternative Remedies.** Appeals that assert other grounds for relief are in the Dean's sole and absolute discretion.
- 6.6 **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.
- 6.7 **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 abandoned and may be disposed of in the University's discretion.
- 6.8 **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. The University's decision to terminate without cause is not subject to a hearing or appeal.
- 6.9 **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 of at least thirty (30) days, absent extraordinary circumstances.
- 7.0 **OTHER HOUSING CONDITIONS.**

- 7.1 **Third-Party 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 “Operator”). 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 Period, you acknowledge and agree that the University may terminate your License without cause upon written notice. In the event of such a termination, your room fees will be prorated through the effective date of the notice.
- 7.2 **Risk of Loss.** The University works hard to prevent and mitigate theft, criminal activity, and personal injury on its campuses, but there is a risk of those incidents 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 and occupying 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>.
- 7.2.1 **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. The “Indemnified Parties” include: (a) the State of Ohio; (b) Wright State University; (c) the Operator; and (d) each such entities’ respective members, trustees, officers and officials, agents, employees, affiliates, insurers, attorneys, and other representatives. 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.
- 7.3 **Utility Services.** The University and/or the 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).
- 7.3.1 **Utility Service 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.
- 7.3.2 **Non-Utility Services.** The University currently provides basic television service and high-speed data service through its Student Housing Data Network (the “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.
- 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: to terminate your License and pro rate your room and board fees through the effective date of the casualty; or to reassign you to another unit and/or alternative housing.

## 8.0 **HEALTH CONDITIONS.**

8.1 **Health 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.

8.1.1 **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.

8.1.2 **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.

8.2 **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.

8.2.1 **Highly-Contagious Illnesses.** 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.

## 9.0 **OTHER RESPONSIBILITIES.**

9.1 **Compliance.** 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.

- 9.2 **Roommates.** The University is required to treat all of its student residents equally, even during disputes between them. To facilitate the resolution of disagreements you may have with your roommates or other neighbors on your floor, 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.
- 9.3 **Restrictions on Use.** 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.
- 9.4 **Keys.** 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.
- 9.5 **Temporary Absence.** 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.
- 10.0 MISCELLANEOUS.**
- 10.1 **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.
- 10.1.1 **Supply-Chain Issues.** 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).
- 10.2 **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](http://www.wright.edu/housing).
- 10.3 **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 terminate your License pursuant to

Section 6 or 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.

- 10.4 **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.
- 10.5 **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.
- 10.6 **Choice of Law.** Any dispute regarding the meaning and application of these Terms shall be resolved under Ohio law. Any such dispute shall be litigated, if at all, exclusively in a state 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.
- 10.7 **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. 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.
- 10.8 **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.
- 10.9 **Severability.** 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.
- 10.10 **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.
- 11.0 NOTICES.**
- 11.1 **To You:** 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.

11.2 **To the University.** 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).

11.3 **Updates.** 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.

**By signing 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 ALSO REQUIRED TO HAVE A PARENT OR LEGAL GUARDIAN SIGN BELOW:**

**TO THE UNDERSIGNED:** By signing below, you represent and warrant to the University that you are the parent and/or duly appointed legal guardian for the minor described above (the "Minor"). Upon the University's request, you will provide documentation of my relationship to the Minor. By signing below, you also accept the Terms, individually and as the parent/guardian and next friend of, and on behalf of, the Minor. You further 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.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Parent / Legal Guardian

Dated: \_\_\_\_\_