

For the purposes of this contract, the term “university housing facilities” refers to student housing facilities operated or owned by Wichita State University. The terms “applicant” and “resident” refer to the student or person who signs this contract regardless of whether or not the individual actually resides in the residence halls. This document is a contractual agreement between the applicant and the WSU Housing and Residence Life Department for housing, in order to reserve a space within university housing facilities; however, this contract does not guarantee a specific building or room. Housing and food service are made available to residents for the specific purpose of personal residence and may not be sublet or used by residents or outside agencies for any commercial purposes. This contract is not assignable or transferable without the permission of Wichita State University (please see section VI.e. regarding contract transfer exceptions below). **Cancellation fees will be applied for terminating this contract on or after June 1st, 2020** (please see section VI below).

I. CONTRACT TERM

- a. This contract is for the 2020-2021 academic year (fall and spring semesters) or the remaining portion of the Academic Year from the resident's intended date of occupancy. The fall semester contract dates are 08/13/2020 – 12/11/2020; the spring semester contract dates are 01/15/2021 – 05/14/2021.
 - i. Residents requesting occupancy of room spaces prior to the official contract beginning date, or after the conclusion of the contract end date (when available); may be subject to additional housing fees which are not included in the published semester rate.
 - ii. Student housing at The Flats and/or The Suites is not guaranteed and is subject to a final agreement by and between WSU and The Flats LLC, as well as all required approvals by the Kansas Board of Regents and the State of Kansas, as applicable.
- b. Interim housing over winter break will allow students to reside on campus (between fall and spring semesters), but residents will be requested to sign up for interim housing, and/or move to a specified building and/or floor during this break. Interim housing dates for the break between fall and spring semesters are 12/11/2020 – 01/15/2021.
- c. Meals will be served in University Food Service operated facilities during the hours of service designated by Food Service and Housing and Residence Life.

II. ELIGIBILITY

- a. **ENROLLMENT**: Applicants for housing must be enrolled as a student at Wichita State University for each semester of the contract term, by the last date to register for a full semester course as outlined in the university Academic Calendar. Exceptions may be granted by the Director of Housing and Residence Life or the Director's designee.
 - i. WSU Tech students must be enrolled in the Shocker Experience program in order to apply for housing.
- b. **GOOD STANDING**: Applicants for housing must be in good standing with Housing and Residence Life. Applicants who have outstanding debts with the university, who were consistently delinquent in making payments (60 days behind twice during an active housing contract period), who failed to fulfill the terms of a previous housing contract, whose contract was administratively terminated, and/or whose contract was terminated as a result of disciplinary action; may not be allowed to sign a housing contract for the application term. If a resident has applied for a future term and falls out of good standing with Housing and Residence Life, the applicant's future application and/or contract may be administratively terminated.
- c. **VACCINATIONS**: The Department of Housing and Residence Life requires each resident living within university housing facilities to submit documentation of receipt of a Meningitis Vaccination on or after the applicant's 16th birthday in accordance with the Kansas Board of Regents Policy. Receipt of documentation is due within fifteen (15) days of occupancy of university housing facilities. A waiver for students with medical, religious, or other exemptions pertaining to immunizations may be available. Residents who do not submit documentation of a receipt of the Meningitis Vaccination or obtain a waiver from Student Health Services by the deadline shall be referred to the Director for Student Health Services.
- d. **CRIMINAL HISTORY**: Applicants who are required to register by law as a sex offender are **NOT** permitted to reside within university housing facilities. Applicants with prior felony convictions are required to provide documentation regarding the convictions to the Housing and Residence Life Department prior to submission of a signed contract. Felony convictions that may threaten the safety or security of other residents may result in a cancelled housing application or contract.
- e. **EXCEPTIONS**: All requests for exceptions to the terms of eligibility must be submitted in writing to Housing and Residence Life at least two weeks prior to the anticipated contract start date.

III. FOOD SERVICE

- a. **BOARD OPTIONS**: Residents of all university housing facilities are required to purchase a residential meal plan each semester. Meal plans are available for this contract term only (non-transferrable to another contract term) and will be terminated on the last day of this contract (or at the time of cancellation, if mid-contract term). Residents may change meal plans one time each semester (deadline dates for this request will be listed on the Housing and Residence Life website). All approved meal plan changes will go into effect beginning on the Friday after the change is made. Meals are counted weekly from Friday through Thursday. If no meal plan is selected through the self-selection process, the default meal plan (Unlimited Access w/\$75.00 Dining Dollars) will be assigned to the resident.
- b. **MISSED MEALS**: The university takes into consideration that the average resident may be absent for a certain number of meals and sets the rates accordingly. For this reason, no contract adjustments or refunds will be made for missed meals, or unused Dining Dollars at time of contract end or cancellation.
- c. **MISUSE/SUSPENSION OF MEAL PRIVILEGES**: Meal service provided under this contract is for use by the resident only. Residents who allow any other individuals to utilize their meal plan via their university ID card may be subject to disciplinary action. The university may suspend meal plan privileges if the resident fails to make payment on time or fails to abide by all the terms of this contract. Housing and Residence Life will determine when and whether or not to reinstate meal plan privileges.

IV. PAYMENT

- a. **APPLICATION FEE**: A non-refundable \$75.00 application fee must be submitted with the initial housing application either before, or concurrently at the time of submitting this contract. This fee is utilized in part to pay for operating expenditures, utilities, staffing, capital expenditures, major remodeling and improvements and debt service on university housing facilities. The application fee is non-refundable unless Housing and Residence Life is not able to offer any housing space on campus.
- b. **PREPAYMENT**: A \$200.00 prepayment must be submitted with this contract (even if the resident will be receiving financial aid at registration). A room cannot not be reserved without the prepayment. The prepayment will be applied toward housing charges and is not refundable in the event of cancellation after June 1st.

- c. **PAYMENT SCHEDULE:** The resident agrees to pay the university for housing and food service in accordance with the rates and payment schedule specified by the university.
 - i. Room and board payment for housing and food service is due in full at the beginning of each semester (when tuition payments are due); or the resident will be automatically entered into an installment payment plan with Financial Operations.
 - ii. Subject to Kansas Board of Regents' policy, the university reserves the right to modify housing and board rates when deemed necessary with thirty (30) days' notice to the resident.
 - iii. Any charges or fees the resident has incurred for damage, lost access key/cards, improper checkout, etc. must be paid by the resident.
- d. **FINANCIAL AID:** Residents who receive any type of financial assistance (scholarships, loans, grants, etc.) will have their financial assistance applied first to tuition and fees, and then to room and board until these obligations are completely met with the university for the entire semester; regardless of the monthly installment plan.
- e. **UNPAID BALANCE:** Residents with delinquent accounts may be assessed additional fees and submitted for further collection efforts.
 - i. In correspondence with the University's Comprehensive fee schedule a late fee may be assessed when the resident carries an account balance from tuition, enrollment related fees, or housing/meal plan charges.
 - ii. A resident whose account remains unpaid 10 calendar days after the due date may have room and/or board services suspended.
 - iii. Balances unpaid for more than one month may result in action, which may include immediate eviction and a hold on future transactions with the university.
 - 1. Accounts that remain delinquent may be reported to national credit bureaus, referred to collection agencies, and pursued through legal action against the resident. The resident agrees to pay all reasonable fees and expenses of collecting unpaid charges, including late fees, collection agency fees (which may be based on a percentage up to a maximum of 33.3% of the debt), attorney and court fees.
 - 2. The resident is responsible for keeping records up to date with a current physical address, email addresses, and phone numbers. Upon leaving WSU for any reason, it is the resident's responsibility to provide WSU with updates contact information for purposes of continued communication.
- f. **DISPUTE OF CHARGES:** A resident who wishes to dispute any room or board charges assessed during this contract period must do so in writing to Housing and Residence Life at Housing.WSU@wichita.edu and within sixty (60) days of fee assessment.

V. ROOM ASSIGNMENTS

- a. **PRIORITY:** Priority for all campus housing is primarily established by the date the completed housing contract, application fee, and pre-payment are received in accordance with the deadlines set by the Housing and Residence Life department. The university's acceptance of this contract does not guarantee a specific room assignment. Eligibility will be verified prior to assignment. The university reserves the right to cancel contracts of residents declared academically ineligible.
- b. **PREFERENCE:** Preferences indicated in the housing application may be utilized by the Housing and Residence Life department to assign rooms if the resident does not participate in the room self-selection process. Preferences are requests and are not to be understood as contract stipulations. A specific room assignment based upon a resident's request is not guaranteed or implied. Roommate/suitemate requests are not guaranteed, and do not constitute an automatic reason for reassignment after room selection/assignment has been completed.
- c. **EQUAL OPPORTUNITY:** The university makes all assignments without regard to age, color, disability, gender, gender expression, gender identity, genetic information, marital status, national origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, or status as a veteran.
- d. **PERSONAL INFORMATION:** To facilitate the coordination of living arrangements, directory information to include name and university email address will be released to assigned roommates and suitemates, unless the student has requested a privacy flag through the Registrar's Office.
- e. **ROOM CHANGES:** Residents may request a room change no earlier than fourteen (14) days after the first day of classes and no later than the last Friday preceding Study Day. Changes in room assignments may be made only with the approval of the Assignments Coordinator and Residence Life Coordinator of the respective building, when space is available.
- f. **CONSOLIDATION:** The university reserves the right to make assignments for administrative expediency or as considered necessary for repairs, pest treatment, or in the interest of the resident's health, safety, welfare, or where disciplinary sanctions require reassignment.
 - i. If housing demand exceeds room-assignment capacity, the university reserves the right to use designated temporary room assignments pending reassignment/relocation. This includes the right to consolidate resident assignments as needed. The university reserves the right to move room assignments at any time to accommodate a student with unique physical requirements.
 - ii. Consolidation may also include moving residents in a contracted single room to move together during a contract period. Options depend upon availability at the time of consolidation. Room changes may include being billed at a higher rate at the new room cost.

VI. CANCELLATION / TERMINATION OF CONTRACT

- a. The resident may cancel this contract by giving official notice to Housing and Residence Life subject to the following provisions. All cancellations must be completed through the appropriate form on the Campus Housing page within the resident's myWSU portal. The university reserves the right to cancel this contract under any of the conditions described herein. Any refunds for payments will be made in accordance with the provisions of this contract. Residents may have the right to appeal cancellation fees, as outlined below.
- b. **CANCELLATION BY RESIDENT**
 - i. Termination prior to the end of this contract will result in the following:
 - 1. forfeiture of application fee and pre-payment
 - 2. the obligation to pay the prorated portion of the contract
 - 3. a cancellation fee, as determined by the cancellation fee schedule below. Housing and Residence Life does not prorate during the last two weeks of each semester. Failure to pay any cancellation fee charges promptly may result in enrollment being blocked, official records being held, and assessment of late fees.
 - ii. Resident may terminate this contract without a cancellation fee (the application fee is always non-refundable) under the following circumstances:
 - 1. Cancelling their contract within 2 days (48 hours) of receipt of prepayment.
 - 2. Cancelling their contract on or before June 1st, 2020.

3. The resident graduates from the university and vacates assigned space at the end of their last term.
 4. The resident gets married during the contract term.
 5. The resident has a documented academic commitment outside the Wichita area (student teaching, internship, etc.) that would make living on campus no longer possible.
 6. The residents' declared academic program is no longer offered by the university.
 7. The resident is called up to active duty with the military.
- c. CANCELLATION BY HOUSING AND RESIDENCE LIFE
- i. Housing and Residence Life may cancel this contract for any of the following reasons:
 1. The resident's room or residence hall is untenable because of delays in construction, damage, or destruction by fire or other casualty or condition. In such case, the resident will be billed only for days in residence. The university reserves the right to cancel or modify this contract, including the right to make temporary alternative off-campus housing arrangements, when student housing is unavailable.
 2. The resident has a completed housing contract but has not selected a room through the self-selection process by July 1st; and has not returned communication efforts to the Housing and Residence Life Department regarding their delay in completing this process. Cancellation fees may be applied in accordance with the cancellation fee schedule as outlined below in section VI.d.
 3. The resident becomes ineligible for university housing due to being charged or convicted of a crime or crimes against persons or any other conduct that may threaten the safety or security of other residents; or charged with violating Housing and Residence Life, or university policy.
 - a. Modification of the contract may include, but is not limited to, contract termination, moving the resident to another university housing facility, or restricting the resident's access to housing facilities. In addition, individuals required by law to register as Sex Offenders will NOT be permitted to apply for housing or live in any university housing facility. In the event this contract is cancelled under this paragraph, the resident will be charged for room and board for the days in residence and will be required to pay the room charges for the remainder of the contract.
 4. The resident fails to take occupancy within ten (10) days of the beginning of a contract term. All residents who do not take occupancy within ten (10) days of the beginning of a contract term will be administratively cancelled out of their room and will be subject to all charges up to the date of cancellation and any cancellation charges as outlined below.
 5. Resident fails to meet their financial obligations under the terms of this contract. The resident will be subject to all charges up to the date of cancellation and any cancellation charges outlined below in section VI.d.
 6. The resident has been academically dismissed from the university or withdraws from classes at Wichita State University. The resident has forty-eight (48) hours from date of dismissal/withdraw to vacate and check out of their room. Resident will be subject to all charges up to the date of cancellation and cancellation charges as outlined below in section VI.d.
 7. Any appeals for an eviction conducted by Housing and Residence Life must be submitted in writing to the Director of Housing and Residence Life at Housing.WSU@wichita.edu.
- d. CANCELLATION FEE SCHEDULE
- i. **Residents who have withdrawn from, or are no longer enrolled in classes at Wichita State University:**
 1. For residents who are not attending Wichita State University, the following cancellation fees apply based on the date the resident completes the online contract cancellation form through their myWSU student portal.
 2. Even in the case that the resident has notified other campus offices that they will not be attending the university, it is the sole responsibility of the resident to complete the online contract cancellation form in regards to their housing contract. Cancellation fees are as follows:

a. On or before June 1:	No charge, prepayment is refunded
b. June 2 - July 1:	\$200.00 (prepayment forfeited)
c. July 2 - August 1:	\$500.00
d. August 2 and after:	\$750.00 (plus room and board to date of move-out/administrative cancellation date)
 - ii. **Residents who have cancelled their contract and are still enrolled at Wichita State University:**
 1. For residents who have cancelled their housing contract, but still attend Wichita State University, the following cancellation fees apply based on the date the resident completes the online cancellation form and vacates their assigned space. Cancellation fees are as follows:

a. On or before June 1:	No charge, prepayment is refunded
b. June 2 - July 1:	\$200.00 (prepayment forfeited)
c. July 2 - August 1:	\$500.00
d. August 2 - August 13:	\$900.00
e. August 14 and after:	50% of remaining contract balance (plus room and board to date of move-out/administrative cancellation date)
 - iii. Written requests to appeal cancellation charges must be filed within sixty (60) days of the contract termination date by submitting a statement and all supporting documentation necessary to the Housing and Residence Life department, to complete the request for appeal. All appeals regarding cancellation charges will be decided by the Housing and Residence Life Appeals Committee. The decision of the Housing and Residence Life Appeals Committee is final.
- e. CONTRACT TRANSFER
- i. A resident may transfer their contract to another university student only in the case that the new resident does not already have an active housing contract with Housing and Residence Life and is not already required to live on campus.
 - ii. Transfer forms must be completed by each resident, filling out all required transfer and contract forms.
 - iii. Residents wishing to transfer their housing contract are required to locate the resident they intend to transfer the contract to without the assistance of Housing and Residence Life and Wichita State University.
 - iv. All contract transfer requests are subject to review and must be approved by Housing and Residence Life in advance.

VII. VACATING

- a. **CHECKING OUT:** Residents changing rooms between contract periods must complete their move no later than the deadline set each semester by Housing and Residence Life in departmental closing information. Failure to do so may result in the forfeiture of a move or, if necessary, the moving and storage of resident's belongings at the resident's expense. Residents who do not properly vacate their rooms by the assigned deadlines will be charged a minimum fee of \$50.00 for improper check out.
 - i. Students who continue to reside in residential facilities and do not obtain approval for contract extension after the contract end date, will be assessed an unauthorized occupant fee of \$100.00 per day until notice of completed check-out.
- b. **PERSONAL PROPERTY:** Residents are responsible for their personal property at all times. When a resident has not vacated assigned space as scheduled (internal moves as well as moves out of the residence halls at the end of a contract period) and has not removed personal property, Housing and Residence Life staff will make a reasonable attempt to contact the resident.
 - i. Forty-eight (48) hours after the attempt to contact has been made, the personal property of the resident will be inventoried and stored at the resident's expense.
 - ii. After fourteen (14) days since initial attempts to contact the resident, the items will be considered abandoned and will be donated to charity or disposed of by Housing and Residence Life. Housing and Residence Life is not responsible for damage to or loss of property that might occur during the removal, storage or disposal of these items. Residents will be responsible for all costs incurred in removing personal property and the restoration of the unit to usable space.

VIII. UNIVERSITY RESPONSIBILITY

- a. **SERVICES:** The university agrees to make utilities (electricity, water, sewer, heating, and air conditioning) available at no additional cost to the resident. In recognition of a need to preserve resources, the resident agrees to use the utilities in a conservative, economic, and efficient manner. The university is not responsible for any interruption in service resulting from causes beyond its control, and such interruptions will not relieve the resident from the obligations of this agreement.
- b. **PROPERTY:** The university is not responsible for theft, loss, or damage to resident's personal property, including, but not limited to loss from fire, flood, tornado, windstorm, earthquakes, winter storms, or bug infestation. Residents are encouraged to purchase rental insurance for their personal property. When a safety hazard or threat exists to other residents or to university property, as determined by the Director in his/her sole discretion, the university reserves the right to require immediate removal of a resident's personal property from the residence hall.
- c. **PERSONAL INJURY:** The university does not carry liability insurance for personal injury or property loss that may be sustained by residents or their guests. The university is subject to the Kansas Tort Claims Act, K.S.A. 75-6101 et seq, which governs claims for injury to persons or property against the university and its employees acting in the course of employment, including claims of negligence. Residents agree to carry insurance which provides for their protection in the event of personal injury or property loss.

IX. UNIVERSITY FACILITIES AND PROPERTY

- a. **UPKEEP:** The resident is responsible for keeping their assigned room and its furnishings clean and orderly; for cooperating with roommate and suitemates in the common protection of property; and for advising the university, through established procedures, of any deterioration or malfunction of facilities. Failure to do so may result in the resident being assessed charges based on any special or required clean up, repair, replacement, disciplinary action, and/or contract termination. Further, the resident agrees to utilize public areas of the residence hall and residence hall equipment and furnishings in a careful and proper manner and to contribute to their cleanliness and orderliness.
- b. **DAMAGE:** The resident is responsible for the assigned room and its contents and will be charged for any and all damage occurring during the term of occupancy.
 - i. Residents who damage university property, intentionally or accidentally, will be held financially responsible for such damage and may be subject to disciplinary action and/or termination of the housing contract.
 - ii. If the identity of the person(s) responsible for damage to university property in public areas cannot be ascertained, Housing and Residence Life may prorate the cost to repair such damages among all or any portion of the residents of the residence hall.
 - iii. All damage charges are due immediately upon receipt of bill. Failure to pay charges promptly may result in enrollment being blocked, official records being held, application of late fees, and may result in removal from the residence halls.
- c. **ROOM ENTRY:** Residents have a right to privacy and are protected against unreasonable searches of their rooms. Housing and Residence Life staff may enter a resident's room, suite, or apartment without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared. Maintenance requests initiated by the resident constitute permission to enter the resident's room in order to perform needed maintenance in that space. In order to maintain an environment that facilitates academic success for other residents, staff may enter a room to turn off an alarm, music, television, or other items causing a disturbance after they have been unable to locate the room's residents.
- d. **PHOTOGRAPHS:** The resident agrees to allow the university to use photographs of the resident and/or the rooms in the residence halls for the university's promotional purposes and other promotions that the university deems appropriate.

X. RULES AND REGULATIONS

- a. Upon signature of this contract, the resident agrees to abide by all university and Housing and Residence Life rules, regulations, and policies, including those contained in the Housing and Residence Life Handbook, Wichita State University Student Handbook, and WSU Student Code of Conduct.
- b. The failure of the university to insist upon a strict performance of any term or condition of this agreement or to exercise any right conferred by this agreement will not be considered a waiver or relinquishment of the right to do so. If any section or subsection of this agreement becomes invalid, this will not affect the validity or enforcement of the remainder of the provisions of the contract.
- c. These rules, regulations, and policies are subject to amendment or revision at any time. Section headings are for convenience only and shall not affect in any way the meaning or interpretation of this agreement. Any amendments, revisions, additions, and modifications made by, or on behalf of, the University will be properly communicated to residents by Housing and Residence Life and will be considered a part of this agreement with the same force and effect as though written herein.

Wichita State University does not discriminate in its programs and activities on the basis of race, religion, color, national origin, gender, age, sexual orientation, gender identity, gender expression, marital status, political affiliation, status as a veteran, genetic information or disability. The following person has been

designated to handle inquiries regarding nondiscrimination policies: Director, Office of Institutional Equity and Compliance, Wichita State University, 1845 Fairmount, Wichita KS 67260-0138; telephone (316) 978-3205.