

**Wichita State University Housing and Residence Life, Contract Terms and Conditions, Academic Year 2023-2024**

For the purposes of this contract, the term “University Housing Facilities” refers to student housing facilities operated, owned, or leased by Wichita State University. The term “applicant” and “resident” refer to the student or person who signs this contract regardless of whether the individual actually resides in a University Housing Facility, or not. This document is a contractual agreement between the applicant and the WSU Housing and Residence Life Department for housing, 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 1, 2023** (please see section VI below).

**I. CONTRACT TERM**

- a. This contract is for the 2023-2024 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 08/12/2023 – 12/15/2023; the spring semester contract dates are 01/12/2024 – 05/10/2024.
  - i. Residents requesting occupancy of room spaces prior to the official contract beginning date (when available), 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.
- b. Students can reside in university housing facilities during any of the university designated breaks (Fall, Thanksgiving, and Spring breaks), free of charge. These breaks are not calculated into the semester rates applied to a student’s account.
  - i. Interim housing over winter break will allow students to reside in university housing facilities (between fall and spring semesters). Residents will be required to sign up for interim housing, and/or may be relocated to a specified building and/or floor during this break. Residents who do not sign up for interim housing by the given deadline may incur a late sign-up fee.
  - ii. Interim housing dates for the winter break between fall and spring semesters are 12/15/2023 – 01/12/2024 and will only be available to residents returning to the university housing facilities for the Spring semester. Students will be billed for this period in accordance with the rates and payment schedule specified by the university.
  - iii. Cancellation requests received during this break will be assessed additional nightly fees during the dates the resident retains occupancy of a space during the interim period.
- c. Meals will be served in University Dining Services operated facilities during the hours of service designated by University Dining Services and Housing and Residence Life.
  - i. During university break periods, including winter break, dining options may be limited or not available. Any offerings will be designated by University Dining Services.

*Acknowledgement of Contract Term Section \_\_\_\_\_*

**II. ELIGIBILITY**

- a. **ENROLLMENT**: Applicants for university housing facilities 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 to apply for, and reside within, university housing facilities.
- b. **GOOD STANDING**: Applicants for university housing facilities 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 16 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.

*Acknowledgement of Eligibility Section* \_\_\_\_\_

### 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 billed weekly from Friday through Thursday. If no meal plan is selected through the self-selection or assignment 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 to reinstate meal plan privileges.

*Acknowledgement of Food Service Section* \_\_\_\_\_

### IV. PAYMENT

- a. APPLICATION FEE: A non-refundable \$75.00 application fee must be submitted either before, or concurrently at the time of submitting the prepayment as outlined below. This fee is utilized in part to pay for community and 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 within university housing facilities.
- b. PREPAYMENT: A \$200.00 prepayment must be submitted with this contract (even if the resident will be receiving financial aid). A room cannot be reserved without the prepayment. The prepayment will be applied toward housing charges and is not refundable in the event of cancellation after June 1.
- 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.
    - 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 updated contact information for purposes of continued communication.
    - 3. A "hold" will be placed on your records if your student obligations remain unpaid. This will prevent your ability to register for future terms, add classes for the current term, and receive official transcripts or diplomas.
- 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](mailto:Housing.WSU@wichita.edu) and within sixty (60) days of fee assessment.

*Acknowledgement of Payment Section \_\_\_\_\_*

## V. ROOM ASSIGNMENTS

- a. **PRIORITY:** Priority for all university housing facilities 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 and room assignments of students declared academically ineligible.
  - i. Any applicant completing the prepayment after June 1 may not be guaranteed an immediate room option within university housing facilities and may be placed on a waitlist. Upon room options becoming available, these open spaces will be offered to waitlisted students.
  - ii. The addition to the waitlist is not a guarantee of future room options becoming available, and temporary housing options may or may not be provided. Should a waitlisted student wish to cancel their contract prior to being assigned a university housing facilities space option, they will be required to complete the Cancellation Request Form, through their myWSU portal, and the application fee and prepayment will be refunded per section IV, a.
- b. **PREFERENCE:** Preferences indicated in the online 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, ancestry, color, disability, ethnicity, 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 September 1, 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.
  - i. Residents changing rooms must complete their move no later than the deadline set by Housing and Residence Life. 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.
- f. CONSOLIDATION OR REASSIGNMENT: 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 residents' health safety, welfare, including reassignments in either University Housing Facilities or designated temporary housing within university housing facilities or off campus due to resident quarantine, or where disciplinary sanctions require reassignment.
  - i. If housing demand or requirements for reassignment exceeds capacity, the university reserves the right to use designated temporary room assignments within university housing facilities or off campus pending reassignment/relocation. This includes the right to consolidate or separate resident assignments as needed. The university reserves the right to move room assignments at any time to accommodate a student with unique physical requirements, or to accommodate any required quarantine of residents as necessary due to health or safety concerns.
  - 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.

*Acknowledgement of Room Assignments Section \_\_\_\_\_*

## **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 requests must be completed through the appropriate form within the resident's Housing 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, without taking occupancy of a space.

- a. If the resident has taken occupancy of a space within university housing facilities, the cancellation fee schedule will be applied.
  2. Cancelling their contract on or before June 1, 2023.
  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.
  8. Birth of a dependent child during the contract term.
- c. CANCELLATION OR MODIFICATION BY HOUSING AND RESIDENCE LIFE
- i. Housing and Residence Life may, in its sole discretion, modify this contract in lieu of cancellation. Modifications shall include, but not be limited to, transferring the resident to different university housing facility, or restricting the resident's access to any University Housing Facility.
  - ii. Housing and Residence Life may cancel, or modify as set forth in section i above, this contract and require the resident to vacate the Student Housing Facilities for any of the following reasons:
    1. The resident's room or the university housing facility where the resident resides (or will reside) is untenable because of construction, damage, or destruction by fire, tornado, or other casualty or condition.
    2. Upon the occurrence or continuation of a pandemic, of a federal, state, or local declaration of a state of emergency related to a natural disaster, or any other significant event or as determined necessary by the University in accordance with its emergency operation and/or business continuity plans. In such case, the resident will be billed only for days in residence.
    3. When university housing facilities are unavailable, and in such event, Housing and Residence Life may, in its discretion and as an alternative to cancellation, make temporary alternative off-campus housing arrangements.
    4. When cancellation or reassignment is necessary for the health, safety, or welfare of the resident or other residents as determined by Housing and Residence Life.
    5. The resident has completed a housing contract but has not selected a room through the self-selection process by July 1; 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.
    6. The resident:
      - a. is charged or convicted of a crime or crimes against persons or any other conduct that may threaten the safety or security of other residents.
      - b. is required by law to register as a sex offender.
      - c. is charged with violating Housing and Residence Life or university policy.
      - d. has failed to adhere to direction given by university officials designed to protect the safety of the student or the community.
      - e. 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.
    7. 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.
    8. The 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.

9. 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.
  - iii. In the event of termination of this contract, the resident will be subject to all charges up to the date of cancellation and cancellation charges as outlined below in section VI.d.
  - iv. A resident may appeal an order to vacate a university housing facility. All appeals must be submitted in writing to the Director of Housing and Residence Life at Housing.WSU@wichita.edu, within twenty-four (24) hours of receipt of order to vacate.
- 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 regarding 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 11 ..... \$900.00
      - e. August 12 and after ..... 50% of remaining contract balance (plus room and board to date of move-out/administrative cancellation date)
  - iii. Requests to appeal cancellation charges must be filed within sixty (60) days of the contract termination date by submitting the Appeal Request form, including statement of reasoning for appeal, and all supporting documentation necessary to support the appeal request through the resident's Housing portal. All appeals regarding cancellation charges will be reviewed and determined by the Housing and Residence Life Appeals Committee. The decision of the Housing and Residence Life Appeals Committee is final.

*Acknowledgement of Cancellation/Termination Section* \_\_\_\_\_

## VII. VACATING

- a. **CHECKING OUT:** 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 university housing 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, plus the nightly rate charge for their room, until notice of completed check-out.
- b. **PERSONAL PROPERTY:** Residents are responsible for their individual property at all times. When a resident has not vacated assigned space as scheduled (internal moves as well as moves out of the university housing facility at the end of a contract period), and has not removed individual property, the items will be considered abandoned and will be donated to a non-profit organization or disposed of by Housing and Residence Life.

- i. Residents will be responsible for all costs incurred in removing individual property and the restoration of the unit to usable space.

*Acknowledgement of Vacating Section* \_\_\_\_\_

### **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. **PERSONAL PROPERTY:** The university is not responsible for theft, loss, or damage to residents' individual 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 individual property. When a safety hazard or threat exists to other residents or to university property, as determined by the Director in their sole discretion, the university reserves the right to require immediate removal of a resident's individual property from the university housing facility.
- 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.

*Acknowledgement of University Responsibility Section* \_\_\_\_\_

### **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 university housing 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 university housing facility, including equipment and furnishings in a careful and proper manner and to contribute to their cleanliness and orderliness.
- b. **DAMAGE:** The resident is responsible for their assigned room, and subsequent shared suite space and its contents, and will be charged for 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 university housing facility.
  - iii. All damage charges are due immediately upon receipt of the 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 university housing facility.
- 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; or when preventative maintenance is scheduled. Maintenance requests initiated by the resident constitute permission to enter the resident's room to perform needed maintenance in that space. 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 university housing facility for the university's promotional purposes and other promotions that the university deems appropriate.

*Acknowledgement of Facilities & Property Section* \_\_\_\_\_

**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, and any requirements and guidance, including those related to public health and hygiene practices, as announced by the university. Residents must agree to and abide by these policies, rules, regulations, and procedures to remain living in university housing facilities.
- 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 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.

*Acknowledgement of Rules and Regulations Section* \_\_\_\_\_

The signature below affirms that these contract terms and conditions listed here within have been read, acknowledged, and agreed to abide by.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

*Wichita State University (WSU) does not discriminate in its employment practices, educational programs, or activities on the basis of age (40 years or older), ancestry, color, disability, ethnicity, gender, gender expression, gender identity, genetic information, marital status, national origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, or status as a veteran. WSU also prohibits retaliation against any person making a complaint of discrimination or against any person involved or participating in the investigation of any such allegation. Sexual misconduct, relationship violence and stalking are forms of sex discrimination and are prohibited under Title IX of the Education Amendments Act of 1972, other federal law, and WSU policy. The following persons have been designated to handle inquiries regarding WSU's non-discrimination policies: the Institutional Equity and Compliance Director (Telephone: (316) 978-3205), Title IX Coordinator (Telephone: (316) 978-5177) or Equal Opportunity Coordinator (Telephone: (316) 978-3186), each located at Wichita State University, 1845 Fairmount, Wichita, KS 67260, Human Resources Building.*