

# Washington University 2021-2022 Housing

## TERMS AND CONDITIONS

**THIS IS A LEGALLY BINDING DOCUMENT THAT DESCRIBES THE TERMS UNDER WHICH STUDENTS MAY RESIDE IN RESIDENTIAL LIFE MANAGED HOUSING AND SETS FORTH CERTAIN FINANCIAL TERMS AND PENALTIES. PLEASE READ IT CAREFULLY.**

### I. CONTRACT TERM

**A. Duration for Academic Year.** The duration of this Contract commences with the Fall semester (August 27-December 23, 2021) of the current Academic Year and ends at the termination of Spring semester (January 14 – May 12, 2022) of the same academic year; or for any prorated portions thereof, in the event the Student commences the contracted occupancy at a date subsequent to the commencement of Fall semester. The contract period does not include the Winter break period between Fall and Spring semesters, nor does it include the Summer Term. These Terms and Conditions are applicable to both Fall and Spring Terms.

**B. Period of Occupancy.** The period of occupancy for Fall semester begins on the Student's assigned Move-In date. For all students, the period of occupancy for Fall semester ends no later than 24 hours after the Student's last regularly scheduled final exam, or no later than 5:00 p.m. on the day of Fall Commencement if the student is a graduating senior. For all students, the period of occupancy for Spring semester begins at 12:00 noon on the Sunday before classes begin and ends no later than 24 hours after the Student's last regularly scheduled final exam, or no later than 5:00 p.m. on the day of Spring Commencement if the student is a graduating senior.

**C. Early Arrival and Late Departure Requests.** Students requiring housing accommodations before or after their assigned Move-in Date or Move-out Date must request approval from the Office of Residential Life ("Residential Life"). Submitting a request form does not ensure that your request will be approved or that a student will be allowed to stay in their current room.

1. Early Arrival Stays must be requested between July 1 – 31, 2021.
2. Late Departure Stays must be requested between April 15-30, 2022.
3. If submitted by the above deadlines and approved by Residential Life, a fee of \$50.00 per day will be charged to the student's account for each additional day of occupancy.

**D. Residence Hall Break Policy.** Students who wish to remain in their housing assignment during the Winter Break must be approved by the Executive Director of Housing and Residential Life. Students may occupy their assigned rooms during Thanksgiving, Fall and Spring breaks. Dining Services locations will operate with reduced menus and reduced hours during these break periods and, during some periods, meal plans may be inactive.

**E. Move-Out and Personal Belongings.** Students must remove all belongings from their rooms on the Move-out Date or upon cancellation of the Contract. Failure to remove one's belongings from a room at the end of the term of occupancy shall constitute an abandonment of that property. The Office of Residential Life may then dispose of the property as it sees fit and the student who left the property shall be responsible for the cost of removing it and the related maintenance.

### II. ELIGIBILITY FOR RESIDENTIAL LIFE MANAGED HOUSING

**A. First Year Residency Requirement.** All full-time, first-year, degree-seeking undergraduate students in the day divisions of the below schools are required to live in the residence halls for the entire academic year unless this policy is otherwise suspended by the University.

**B. Full-Time Undergraduates.** Only undergraduate students enrolled full-time in the day division program in the Schools of Arts & Sciences, Engineering & Applied Sciences, Business, Art or Architecture are permitted to reside in Residential Life Managed housing. Full-time is considered a minimum of 12 credit hours per semester. Students who drop below full-time status during the semester must be approved to remain in their housing assignment by the Executive Director of Residential Life.

**C. Withdrawals and Leaves of Absence.** Students who withdraw or take a leave of absence during the semester must vacate their current room within three (3) days of the approval of that leave. Students will be charged through the date that their room has been vacated.

### III. APPLICATION AND HOUSING ASSIGNMENTS

**A. Assignments.** Building and room assignments will be made at the sole discretion of the Office of Residential Life. By submitting the Application for Residential Life Managed housing, you are agreeing to accept an assignment in any Residential Life Managed housing.

**B. Room Changes and Modifications to Assignments.** The University reserves the right to modify or adjust housing assignments after the assignments have been made for any reasons the University deems appropriate. These reasons could include, but are not limited to:

- the use of temporary housing accommodations, (i.e. overflow rooms, apartments or hotel rooms) when permanent space is not available;
- construction, renovation, building destruction and/or maintenance activities;
- roommate conflicts;
- health, safety, and/or security concerns;
- pending disciplinary action;
- noncompliance with University or Residential Life policies or regulations;
- efficiency in operation or maintenance of university housing;
- consolidation of student residents;
- pursuant to COVID-19 or other University public health policies.

1. University reserves the right to assign or schedule any unoccupied or unassigned rooms for other uses in its sole discretion, including but not limited to conference use, University visitors, or current students throughout the year.

2. Room changes requested by a student must be authorized by the Assistant Director for Residential Life or their designee and are not guaranteed to be approved.

3. No room change requests are allowed within the first two (2) weeks or the last four (4) weeks of the semester, except in emergency cases as specifically authorized by the Associate Director of Residential Life. Only one student-initiated room change may be made each semester.

4. In case of administrative reassignment, the student's account will be adjusted in accordance with the rate of the new room.

5. Failure to occupy an assigned room on or before the first day of classes or failure to give advance notice of late arrival may result in that particular room being assigned to another student.

**C. Room or Theme Learning Community Preferences.** Preferences for room or Theme Learning Community assignments are not guaranteed. If the Student's desired preferences are not available, the Student will be assigned to the next available space. The Contract will not be terminated if Student's desired space or Theme Learning Community is not available.

### IV. ROOM AND BOARD CHARGES

**A. Payments.** Room and board charges may be paid in full for the year or on a semester basis with payment due on the same date as tuition.

**B. Proof of Enrollment.** Any student who enters into a housing contract must be able to provide proof of enrollment to the Office of Residential Life within seven (7) days after classes begin.

**C. Late Move-In and Early Move-Out.** Students who move in late or move out early will be billed for the entirety of the semester/year and will not be issued refunds, except as otherwise described herein.

## V. GUESTS

**A. Guest Approval.** A student who wishes to house a guest in their room may do so for a period of no more than three (3) nights with the consent of their roommates/apartment mates and the completion of a "Guest Registration Form." Upon arrival of a permitted guest, the student host must notify the Resident Advisor of the floor and the Residential College/Community Director of the building. No guest may be housed in a lounge or any other public area in University housing.

**B. Host Responsibility.** Guests are subject to the same rules and regulations as all residents. The host student is responsible for all the actions of their guest. Students may not house more than two (2) guests simultaneously at any given time.

**C. Suspension of Guest Policy.** The Office of Residential Life reserves the right to restrict visitors and/or suspend the guest policy in its sole discretion.

## VI. SERVICES AND FURNISHINGS

**A. Utilities.** The Office of Residential Life agrees to provide each building with the basic utilities consisting of heat, hot and cold water, and electricity. Temporary interruption of such services shall not constitute grounds for cancellation of the Contract nor a partial refund of the room charges. For students assigned to the residence halls, any disputes as to whether adequate services are being provided will be addressed by the RCD.

**B. General Upkeep.** The general upkeep of the private living areas in each building is the responsibility of each student. The general upkeep of the public areas is the responsibility of the Office of Residential Life. However, in the University Apartments or Greek Houses, the residents occupying a unit are required to maintain the living room, hall, restroom, and kitchen of the suite/unit in a reasonable manner.

**C. Return of Keys/Key Cards.** On or before the Move-out Date students must return all keys/key cards issued to him/her by the University. If a student loses a key/key card or otherwise fails to return keys at the end of the Contract period the student will be charged for the cost of a new lock(s). Students are not permitted to duplicate keys. Failure to abide by this rule will result in a fine and a charge for a replacement lock.

## VII. UNIVERSITY ACCESS TO AND INSPECTION OF ROOMS

**A. Maintenance and Emergency Repairs.** Authorized University personnel may enter any space at any time for emergency repairs or other emergency conditions. After 24 hours advance notification, authorized University personnel may enter any space at any time for the purpose of inspection or maintenance.

**B. Maintenance Requests.** When a maintenance request is submitted, this request is considered authorization for maintenance personnel to enter the space for repairs within a reasonable amount of time.

**C. Verbal Consent.** Advanced notice is not required where verbal consent is given by an occupant of the room or where a valid search warrant has been issued.

**D. University Entry Without Notice.** The University reserves the right to enter and search any room without advance notice to regulate and enforce suspected violations of University policies, address health or safety concerns, inspect the condition of University property, and/or for other institutional purposes.

## VIII. POLICIES, RULES AND REGULATIONS

**A. Required Student Compliance.** During the entire time that a student occupies Residential Life managed housing the student must comply with all policies, rules and regulations of the University as well as those policies, rules and regulations established by the Office of Residential Life, which may be found at <http://reslife.wustl.edu>. All policies, rules and regulations of the University and the Office of Residential Life, including the public health policies established to address the COVID-19 pandemic, are incorporated into the Contract by reference. In addition, the student must comply with all federal, state, and local laws. Failure of the student to comply with such policies shall constitute a breach of the Contract.

## IX. DAMAGE, LOSSES AND COSTS

**A. Student Responsibility for Damages and Loss.** Student agrees to pay for any damages, lost property, or unnecessary service or maintenance costs caused by the student to University and Residential Life Managed housing through accident, neglect or intent.

1. When more than one resident occupies the same room/suite or apartment and responsibility for damage or loss in the room/suite or apartment cannot be ascertained by the University or the Office of Residential Life, the cost of repair and/or replacement may be assessed equally among the residents.
2. In cases of loss or damage to common areas of the building, defined as being those areas not assigned to an individual or group, the cost of repair and/or replacement may be assessed equally among the residents.
3. Disputes between the University and students will be resolved to the extent possible by the Office of Residential Life. In addition, the University and the Office of Residential Life reserve the right to assess the fines referenced above and to charge students replacement or repair costs for abuse of University property.
4. University assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of a student, regardless of cause. This includes losses that occur in the student's room, public areas, or other areas of the building. Students are encouraged to carry their own personal property insurance.

## **X. TERMINATION OF CONTRACT**

### **A. Cancellation of Contract by Student**

1. Students may cancel their housing Contract, for any reason, by **March 31, 2021**.
2. Contracts are issued for the full academic year, and cancellation requests received after **June 15, 2021** will not be permitted, except for those individuals who decide not to attend the University. As described above, this Contract is a 9-month financial commitment for both the Fall and Spring semesters. Only cancellations for students who are approved by their School to withdraw from the University, take a leave of absence, or defer their enrollment (collectively, "School-approved leaves") will be permitted and must be approved by Residential Life.
3. Cancellation fees are applicable, as described below.
4. Students must submit a Request for Cancellation of the Contract by filing a Room Cancellation Request (form available on WebSTAC through the Wash U Housing Portal). Submission of the request does not guarantee a release from the Contract.
5. Please note the housing cancellation deadlines and related fees are **non-negotiable**. Cancellation fees are applied equally according to the published schedule and are never waived or applied to other balances.
6. For students whose cancellation requests are approved by the University, the cancellation fee will be assessed as follows:
  - a. For the fall semester
    - i. If the request is received by June 15, 2021: \$500 cancellation fee.
    - ii. Cancellations for School-approved leaves received after June 15, 2021: \$500 cancellation fee.
  - b. For the spring semester – (only new applications)
    - i. If the request is received by January 1, 2022: \$500 cancellation fee.
    - ii. Cancellations for School-approved leaves received after January 1, 2022: \$500 cancellation fee.
7. The following reasons are generally not grounds for cancelling the Contract: roommate disputes, dissatisfaction with or location of assigned room, vacancies left by roommates/suitemates, dropping below full or part-time status, or desire to live off-campus (non- Residential Life Managed housing).
8. Prorated refunds of room and board charges will be made to students whose cancellation requests are approved if they vacate their room by October 15, 2021 for Fall semester and March 15, 2022 for Spring semester. The prorated funds shall be returned to the student less the \$500.00 cancellation fee. Any student whose cancellation is approved and who vacates their room after October 15, or March 15 will be charged for the entire semester.

### **B. Termination of contract by the University**

1. This Contract is a license, not a lease. Landlord-tenant law does not apply and the University is not obligated to initiate legal proceedings for the removal of a student or a student's belongings. The University may terminate the Contract in its sole discretion for the following reasons:
  - a. suspension or expulsion of a student from the University;
  - b. substantial interference with the rights of other residents to use the facilities, including conduct of a student that is dangerous or disruptive to their self, another person or persons;
  - c. intentional or negligent property damage;
  - d. violation of any University rules or policies, including public health policies;
  - e. due to public health and safety concerns;
  - f. criminal activity; or
  - g. failure of the student to comply with terms and conditions/rules and regulations stated herein.
2. In case of such termination and subject to the exceptions set forth herein, the University will, in person or by email, deliver written notice to the student at least one week in advance, stating the hour and the date of cancellation whereupon the student must vacate the room.
3. **Immediate Termination and Removal from Housing Assignment.** If a student engages in conduct that is deemed by the University to be dangerous, disruptive, or in violation of University public health policies or a student's continued presence otherwise poses a health or safety risk to the community, the University may terminate the contract immediately and require that the student vacate Residential Life Managed housing without prior notice. The student will be charged for room and board through the end of the semester. University reserves the right to remove a student's access to their room and to make arrangements for storage or return of student's personal belongings, at the student's expense.
4. In the event that the University terminates a student's Contract, the University will have the sole authority and discretion to determine if a refund shall be given, and the amount of the refund, if any. Any refund given will then have the applicable cancellation fee deducted from it.
5. The student must settle all debts with the University before any refund will be made.

### **C. Cancellation of Contract for other Cause**

1. If the accommodations assigned to the student are destroyed or otherwise rendered uninhabitable due to other causes and the University does not furnish the student with similar accommodations, the Contract shall terminate. Charges shall be prorated on the basis of the period for which accommodations were made available to the student. In such circumstances, the \$500.00 cancellation fee will not apply.
2. Notwithstanding anything herein to the contrary, any occurrence that prevents the University temporarily from rendering full performance under the Contract - such as war; acts of terrorism; fire, flood, or other acts of God; strike or work stoppage (whether by employees of the University or another employer) - shall not constitute grounds for cancellation of the Contract by the student.

## **XI. DINING SERVICES**

- A. Meal Plan Descriptions.** The 2021-2022 food service meal plan descriptions and prices can be found at <http://diningservices.wustl.edu> and are incorporated into the Contract by reference. Meal plan service includes the fall semester from August 27 – December 23, 2021 and spring semester from January 14 – May 12, 2022. Check the Dining Services website for hours of service during breaks.
- B. Meal Plan Required.** All students are required to purchase a meal plan. Minimum meal plan purchase requirements can found at <http://diningservices.wustl.edu>. The requirement to purchase a meal plan may be waived by University Dining Services only under exceptional circumstances.
- C. Meal Plan Changes.** After selecting a meal plan, students wishing to change their meal plan may do so once during the first two (2) weeks of either the fall or spring semester.
- D. Meal Point Distribution and Billing.** Meal points will be disbursed and billed at the beginning of each semester in equal parts. If a meal plan is not sufficient to cover the entire academic year, students may purchase Bear Bucks. Unused meal points expire at the end of the academic year, except for those students who graduate in December or study abroad in the Spring semester, in which case points expire at the end of the Fall semester.
- E. Meal Cards.** Student IDs serve as meal cards and must be presented at food service outlets.

F. **No refunds.** Students do not receive a refund for unused portions of a meal plan.

## XII. BEAR BUCKS (Does not include meal plan funds)

A. **Purchase of Bear Bucks.** Once a Bear Bucks account is established, a student will continue to have an account as long as they remain a student of the University. Students can purchase Bear Bucks on WebSTAC and/or the housing application and their student account will be charged. Students are not permitted to charge more than \$1,000 per semester on WebSTAC. Bear Bucks can also be purchased using a debit/credit card through GET FUNDS on the <http://card.wustl.edu> website. Funds placed on account roll over from semester to semester, and year to year. Refunds, less an administrative fee, are only permitted when the individual separates from the institution.

B. **On and Off-campus Use of Funds.** Funds placed in Bear Bucks may be used for a variety of services on and off of campus. For a full listing of vendors who accept Bear Bucks as well as spending limits by location please visit – <http://card.wustl.edu/>

C. **No transfer of meal plan funds.** Undergraduate meal plan funds may not be transferred to Bear Bucks.

## XIII. COVID-19 AND PUBLIC HEALTH AND SAFETY

A. **Health and Safety Policies and Guidelines.** Throughout the Academic Year and the term of this Contract, the University will be making decisions as necessary to comply with health and safety laws, public health orders, regulations, ordinances, and CDC guidance pertaining to the COVID-19 pandemic and related public health concerns (“COVID-19”). All members of our residential community – students, faculty, staff, and visitors - are expected to adhere to University public health policies and guidelines, in addition to other public health orders, regulations and laws. These policies and guidelines are in place to help mitigate the spread of COVID-19 and other infectious diseases on campus and in the surrounding community.

1. Members of our residential community are expected to act in a manner that demonstrates respect and consideration for the health and safety of all community members. Residential students are prohibited from creating a health or safety hazard within University housing. The University may terminate a student’s housing contract if, in the University’s sole discretion, it determines that the student’s continued presence in the housing community poses a health or safety risk for community members or that the student has otherwise failed to follow the applicable university public health policies.

2. The University anticipates that its public health policies will evolve as pandemic evolves. Current public health policies and guidelines include, but are not limited to, physical distancing, limitations on the size of gatherings, wearing a face covering, diagnostic and surveillance testing, symptom screening (e.g., temperature checks before leaving Residence Hall for the day), contact tracing, restricted access to Residence Hall common spaces, disinfection protocols, restrictions on guests in Residence Halls, and quarantine/ isolation procedures (including before or upon arrival to campus).

3. The University will inform resident students of the current COVID-19 and other health & safety policies applicable to the campus community, and will provide timely updates regarding any changes to the health and safety policies. All resident students, staff, and visitors must adhere to health and safety requirements, and these requirements apply to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounge areas, computer rooms, courtyards, and other communal spaces. In addition, all students will be required to be vaccinated for the flu, among other required vaccinations as determined by Habif Health and Wellness Center.

B. **Testing.** Students moving in or returning from breaks may be required to undergo certain testing for health and safety reasons prior to and/or upon their arrival to St. Louis at the request of the University before being permitted to access their assigned housing. Students may also be required to submit to regular surveillance or diagnostic testing during the course of the Academic Year as a condition of living in University housing.

C. **Quarantine/ Isolation/ Separation.** Not all Residence Hall residential rooms or halls are suitable for self-quarantine or self-isolation. In those situations where a student is recommended or required to self-quarantine or self-isolate, students may not be permitted to continue residing in their assigned space.

1. . Students moving in or returning from breaks may be required to self-isolate or self-quarantine for health and safety reasons prior to and/or upon their arrival to St. Louis at the request of the University before being permitted to access their assigned housing.
2. At any time, University may request or require a student to relocate within or leave University housing when, in the University's sole discretion, it determines that student's continued presence in their assigned housing poses a health or safety risk for community members. Students are required to comply with requests to leave their assigned room due to COVID-19, or to temporarily or permanently relocate to a different assigned space. Failure to do so is a violation of this Contract and may subject a student to immediate removal from their assigned space and further disciplinary action.
3. Removal of a student from University housing to self-isolate or self-quarantine does not constitute a breach or termination of this Contract by the University.

**D. Possible Changes to Academic Year.** Public health concerns may result in a disruption, alteration, or other modification to the academic year calendar, including but not limited to a shortened semester term, transition from in-person course delivery to remote learning, or reduction or elimination of breaks. The academic year is subject to change as deemed necessary by the University to address public health concerns. Any changes to the academic year calendar shall not constitute a breach or termination of this Contract by the University.

**E. De-densifying efforts.** Students are required to comply with any de-densifying efforts that the University implements on campus due to COVID-19 or other public health concerns, including but not limited to, the relocation of some or all residential students to alternative housing. Any relocation does not constitute a breach or termination of this Contract by the University. In the event that University must relocate a student as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative University housing is not available, University will offer the impacted student a fair and reasonable credit as appropriate and based on information available at that time.

**F. Dining Services.** Dining Services, including where and how it will be offered to students, is subject to the discretion of University and may be modified by University at any time to address public health and safety concerns. Due to health and safety measures adopted by University, University may limit the occupancy of dining areas, limit the amount of time students may be present in the dining areas, require that all meals be served as "take-out," or make other operational adjustments needed to address health and safety concerns.

**G. Cleaning.** University will continue to implement and modify its cleaning protocols to address COVID-19 or other public health crises, in the interest of minimizing the spread of disease. University will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within the Residence Halls, including requiring students to actively participate in cleaning their assigned space as well as communal surfaces they may use or contact.

**H. Modification and Termination.** Student understands that this Contract is subject to change for health and safety reasons in the University's sole discretion, and any changes to the Contract do not constitute a breach of this Contract by the University or a termination of the Contract. University reserves the right to terminate some or all housing contracts, which may include this Contract, due to public health concerns, including COVID-19.

**I. Indemnification & Hold Harmless.** STUDENT AGREES TO RELEASE UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND AUTHORIZED REPRESENTATIVES FROM ANY AND ALL DAMAGES, LIABILITY, CLAIMS, EXPENSES, OR LOSS (COLLECTIVELY, "CLAIMS") RESULTING FROM OR ARISING OUT OF STUDENT'S USE OF THE SPACE WITHIN THE RESIDENCE HALL, AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND AUTHORIZED REPRESENTATIVES FROM ANY CLAIMS RESULTING FROM OR ARISING OUT OF STUDENT'S BREACH OF THE TERMS AND CONDITIONS OF THIS CONTRACT.

**J. Risk of Communal Living.** There are inherent risks associated with communal living. As in any shared living environment, those risks include but are not limited to, potential exposure to contagious infections and diseases, including COVID-19. Students understand that they are assuming the risks associated with communal living by residing in University housing and release University, its trustees, officers, employees, agents and authorized representatives from any and all claims related to the potential or actual exposure to contagious infections and diseases, including COVID-19, related to or arising from their residence in University housing.

#### **XIV. MISCELLANEOUS PROVISIONS**

- A.** A student signing the Contract is legally responsible for the payment of housing and meal plan charges established by these Terms and Conditions of Occupancy. Nonpayment of housing charges will result in automatic withholding by the University of a student's grades, transcripts, registrations or other University documents.
- B.** The Contract is valid only for the student who signs it and the Contract cannot be assigned or transferred, nor shall the accommodations or any part thereof be sublet by the student.
- C.** The Room and Board Application does not become a Contract until the student is notified by Residential Life that their housing application has been accepted.