

2011-2012 Housing Contract Terms and Conditions

- 1. Consideration:** This contract is binding and the student and/or guarantor shall be responsible for any and all charges.
- 2. Duration:** All Residence Life contracts are for the entire academic year or remainder thereof after the contract is in effect. Actual dates: 9:00am August 19, 2011 until 5:00pm December 16, 2011 (fall semester) and 9:00am January 14, 2012 until 5:00pm May 11, 2012.
- 3. Occupancy:** Occupancy of a Room is limited to registered students at Webster University. The room or house may be occupied only by those students assigned to the premises by the Office of Housing and Residential Life. Any guests must be registered with the Office of Housing and Residential Life.
- 4. Placement and Use of Space:** This contract is for space. The University reserves the right to make room changes and to consolidate roommates when necessary: i.e., if a resident vacates a room, the remaining resident must be willing to accept another roommate or move to another space when requested by the University to do so.
- 5. Room Assignment and Claiming Space:** No room assignment will be made until an application, a signed contract and the \$175 deposit is received by the Office of Housing and Residential Life. The student must claim his/her room before 5:00pm the day after the official opening day of the housing system in any given semester. The student claims his/her room by formally checking in to the room in person or by informing the Office of Housing and Residential Life that the student's arrival will be delayed. The student's failure to claim a room space could result in reassignment or release of the student.
- 6. Meal Plans:** All residence hall students must select a meal plan at the time of contract. Changes to the Meal Plan can only be made within the first two weeks of each semester. At the end of each academic term, any unused, remaining meals do not carry over into the next semester; however, any unused, remaining points do carry over. At the end of the final summer term of a given year, any remaining points that have carried over from previous terms are deleted from your meal plan account.
- 7. Break Housing:** This contract does not cover housing during the winter break period. The residence halls are closed during the winter break between the end of the fall and beginning of the spring semesters.
- 8. Activity Fee:** An activity fee of \$30.00 per semester is required of all resident students. This fee will appear on each student's regular bill, along with the room and board charges.
- 9. Inspection of Room, Apartment, and Property:** The Office of Housing and Residential Life reserves the right to inspect rooms and property at any time for damage, unsafe, illegal or unhealthy conditions, to determine whether or not the residents are performing and observing all agreements as outlined in the contract and Residential Life Handbook, and to make any necessary repairs/inspections. The Office of Housing and Residential Life also reserves the right to access the apartments and property at all reasonable times for the purpose of showing facilities to prospective resident students. Any illegal items or items prohibited in university housing in plain view may be confiscated and disposed of. Students will be held responsible for possession of those items.
- 10. Applicant Background Information:** Applicants who have been convicted of, or plead guilty to, a misdemeanor or felony may be required to go through an interview as part of the acceptance and assignment processes to live on campus. Webster University reserves the right to access any information made available through state and federal sources, as well as conduct any background checks it deems necessary. Applicants who have been suspended or dismissed from a school or college, or required to leave campus housing, may be required to go through an interview as part of the acceptance and assignment processes to live on campus. Webster University reserves the right to access any information made available through others schools or colleges. The University reserves the right to refuse housing based on the information obtained during such an investigation.

The Associate Dean of Students will convey any decisions regarding application to reside on campus. Failure to accurately indicate felony or misdemeanor convictions, suspensions or dismissals from other schools or colleges, or removals from campus housing, on the housing application will result in non-acceptance or dismissal from on-campus housing.
- 11. Conditions Governing Cancellation:** A "Request for Termination of Housing Contract/Lease" must be filled out and returned to the Office of Housing and Residential Life to request a termination of contract. These requests are not guaranteed. This form is available on line or at The Office of Housing and Residential Life. Forfeiture of deposit and/or cancellation fees may apply. These rates are available on line or at the Office of Housing and Residential Life.

a. Disciplinary or Academic Dismissal: A student removed from University Housing or the University, as a result of disciplinary action or academic dismissal, must leave University Housing within 24 hours of such notification. The unused portion of the room charge payment, less any damages and outstanding obligations to the University, will be refunded in accordance with the University's refund policy. The deposit is subject to forfeiture and/or cancellation fees may apply.

b. Non Attendance at the University: A student who requests in writing to cancel this contract on or after May 1, 2010, but who does **not** attend the University that semester, will forfeit the \$150 deposit and/or cancellation fees may apply.

c. Attendance at the University: The student who requests to cancel on or after May 1, 2010, but who attends the University that semester, will make room charge payments (room and board) for the entire period of the contract (full academic year) until written notice of cancellation is received and approved by the Office of Housing and Residence Life. If the student is released based upon withdrawal, and then re-registers for classes during the term of the contract, the student may still be obligated to this contract for room, board and other housing fees.

d. Refusal: The University reserves the right to refuse admission or re-admission to University Housing to a student or void the contract for reasonable cause. In such cases, the unused room charge payment, plus the deposit, less any damages and outstanding obligations to the University, will be refunded.

e. Emergency: If fire or other casualty makes the room uninhabitable, we may terminate this Contract within a reasonable time after such determination by giving you written notice. If we terminate the Contract, and you did not cause the loss, we will refund prorated, prepaid Room charges and all deposit(s), less lawful deductions, which may be provided in this Contract. If we determine that material damage has not been caused to the Premises, the Building or the Property, or, if we have elected not to terminate this Contract, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

12. Duties, Rights and Remedies

a. Residency Requirement: Beginning with the fall semester of the 2006-07 academic year, all out of town students (beyond a 35 mile radius of campus) are required to live in on campus housing for their first two years at Webster University. All site transfer students are required to reside on campus during their term(s) at the Webster Groves campus.

b. Student Health Requirements: All residents are required to submit a completed Student Health Packet and carry health insurance, whether their own or the Webster University Student Insurance Plan. Students will automatically be charged for the Webster University Student Insurance Plan until 1) proof of own insurance coverage (e.g., a photocopy of their insurance card), and 2) the completed Student Health Packet are received and approved by Health Services. The completed packet and proof of own insurance coverage are must be submitted to the Health Services Office by the tenth (10th) day of the semester for which the student moves into University housing. Residents who do not provide appropriate documents by the deadline noted above may not be allowed to move into University housing and will be subject to some or all Webster University Student Insurance Plan charges.

c. Compliance: Rules and regulations appearing in the Student Code of Conduct for Webster University, Webster University Student Handbook, the Residential Life Handbook, mutually agreed upon addendums to this contract, and other policies promulgated by the Office of Housing and Residential Life are made part of this contract by reference. Residents are responsible for knowing and adhering to all applicable policies. Residents are responsible for reviewing the policies, which can be viewed at www.webster.edu/housing or can be sent via surface mail prior to student check-in with a written request.

d. Abandoned Property: Any property left by a student will be considered abandoned and may be disposed of accordingly by the University. In the event a student refuses to surrender possession of the assigned space after this contract terminates, the student consents to the University removing all property from the assigned room and placing it in storage at the student's expense for a period not to exceed 14 days. The student agrees to reimburse the University for all storage fees and expenses and to recover the property prior to the expiration of the 14 days or it will thereafter be deemed abandoned.

e. Respect of Privacy: The University will make reasonable efforts to respect the privacy of students and give prior notice, if possible, of entry into the student's room for purposes of inspection and verification of occupancy, improvements, repairs, orderliness, resident health and safety, and compliance with the terms of this agreement, including University policies, rules and regulations. However, the University reserves the right of entry, without notice, in emergency situations posing a threat to life or property and for such purposes as are reasonably necessary to preserve resident health and safety, campus order and discipline.