



HOUSING CONTRACT TERMS AND CONDITIONS 2020 - 2021

The following constitutes the Webster University Housing Contract (the "Contract"). The housing services described in this Contract are being offered under the terms and conditions stated herein. Agreeing to the contract also indicates agreement with the Housing & Residential Life policies and procedures, as well as the Webster University student handbook. Webster's community includes students and staff of different genders, races, colors, religions, sexual orientations, ability status, and national and ethnic origins. Webster values this diversity, as it contributes significantly towards each student's social, cultural, and intellectual life and development. Therefore, conduct that violates the rights of others is **grounds for immediate termination of your occupancy in Housing & Residential Life** and/or withdrawal of future university housing privileges. In addition, such conduct may result in participation in the Webster University Student Code of Conduct processes.

Completing and submitting the Housing Application means that you have read, understood, and agreed to all of the terms and conditions of the Contract.

- 1. Consideration:** This Contract is binding, and the student and/or guarantor shall be responsible for any and all charges.
- 2. Description:** This Contract is between the student and the University. The University agrees to lease to the student, and the student agrees to lease from the University, the Premises. The "Premises" is defined as including each of the following:
 - A. The student's sole use of the bedspace and furniture in the Room or Apartment located at _____;
 - B. Together with the other residents of the Room or Apartment, the student's joint use of the Common Areas in the Room or Apartment and the Property ("Common Areas" are those areas within the Room or Apartment to which the student has access without going into another bedspace, as well as those areas within the facility to which all residents have general access.)
- 3. Duration:** This Contract is for the entire academic year or remainder thereof after the contract is in effect. Dates for residents:

- Maria Hall & West Hall
 - Fall: 9:00AM on August 20, 2020, until 5:00PM December 18, 2020
 - Spring: 9:00AM on January 9, 2021 until 5:00PM on May 7, 2021
- East Hall
 - Fall: 9:00AM on August 21, 2020, until 5:00PM December 18, 2020
 - Spring: 9:00AM on January 9, 2021, until 5:00PM on May 7, 2021
- Glen Park, Big Bend, & North Hall
 - 9:00AM on August 19, 2020, until 5:00PM on May 7, 2021
- Webster Village Apartments
 - 9:00AM on August 21, 2020, until 5:00PM on May 7, 2021

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. Occupancy: Occupancy of a Room or Apartment is limited to full-time, registered students at Webster University. The Room or Apartment may be occupied only by those students assigned to the premises by the Housing & Residential Life Office. It will be used only as a private residence and for no other purpose. Any guests must be registered with the Housing & Residential Life Office.

- **Occupancy Permit:** Residents in the Glen Park and Big Bend are required to obtain and complete an Occupancy Permit from Webster Groves City Hall prior to move-in. A fee of \$25 is required to receive an Occupancy Permit. The permit must contain the names and the dates of birth of all residents in the apartment, in addition to the apartment's address. Residents are required to give a copy of the Occupancy Permit to the Housing & Residential Life Staff when checking-in to their respective Apartment. Residents who do not submit this Occupancy Permit during check-in have a five-day grace period to submit the Occupancy Permit from the moment the resident receives their apartment key. Residents who do not provide the document by the deadline noted above may be subject to either of the following: 1). A space change in which the resident will be assigned a different space in campus housing or 2). Contract termination and cancellation fees.

6. Room Assignment and Claiming Space: No room assignment will be made until the Housing & Residential Life Office receives online application and the \$175 deposit. An exception to this is made for students who fall under the Residency Requirement (see 18a in this Contract), who will be automatically assigned a space in campus housing. Should the student not submit the \$175 deposit with their contract, it may cause them to be placed after those with deposits. Once assigned, the student must claim their room before 5:00PM the day after the official opening day of the housing system in any given semester, or by the date designated by the Housing & Residential Life Office if moving in at another point in the academic year. The student claims their room by formally checking-in to the room in person or by informing the Housing & Residential Life Office 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 and may result in cancellation fees.

7. Break Housing for Residents in West Hall, East Hall, and Maria Hall: This Contract does not cover housing during the break period between semesters for residents in West Hall, East Hall, and Maria Hall. The residence halls are closed during winter break (between the end of the fall and beginning of the spring semesters). The Webster Village Apartments, Glen Park Apartments, Big Bend Apartments, and North Hall Apartments do not close during the break period between semesters. Contact the Housing & Residential Life Office for information on Break Housing.

8. Room Condition: A Unit Condition Report (UCR) form will be provided to the student at the time they move into their assigned space. Within forty-eight (48) hours after the student moves in, they need to tell the University in writing of any defects or damages in the Premises; otherwise, the Premises, fixtures, appliances, and furniture, if any, will be considered to be in clean, safe, and good working condition, and the student will be responsible for defects or damages that may have occurred before they moved in, along with any damages that occur while the student is in residence. Except for what the student tells us in writing, they accept the Premises, fixtures, appliances, and furniture in their "As-Is" Condition, with all faults and imperfections.

9. Meal Plans: All students living in a residence hall must have a University meal plan at the time of execution of this Contract. Changes to the meal plan can only be made within the first week of each semester (corresponding with the add/drop period for semester courses). If after this time, a student moves to an area where the meal plan is not required – the meal plan *may* be pro-rated dependent upon the time of year. Pro-ration in this case refers to the total cost of the meal plan divided out amongst the semester, and the student charged for the period during which they had the meal plan – along with any amount above the pro-ration that the student spent. Please note that pro-ration of a meal plan is rare and only available for very extenuating circumstances. At the end of the fall semester, any unused, remaining points will carry over to the next semester. At the end of the spring semester, any remaining points that are unused are deleted from the student's meal plan account. Students cannot receive a refund for partially or unused meal plan points.

10. Housing Costs, Activity Fee, and Additional Charges: All housing, meal plan, damage, cleaning, and miscellaneous charges will be placed on the student account. An activity fee of \$60.00 per semester is required of all resident students; this fee will also appear on the student's account

11. Utilities: The University agrees to furnish electricity, gas, water, local phone, internet, sewer, and garbage collection for the Room or Apartment. All utilities may be used only for normal household purposes and must not be wasted. The University will not be liable for any interruption, surge, or failure of utility services provided by it to the Premises or any damage directly or indirectly caused by the interruption, surge, or failure. Further, the university does not guarantee the presence of items in a space to fully utilize each utility (ex., a router for internet access).

12. Inspection of Room, Apartment, and Property: The Housing & Residential Life Office 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 this Contract and Residential Life policies and procedures; to make any necessary repairs/inspections; to perform routine health and safety checks; and/or to verify occupancy. The Housing & Residential Life Office 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 if necessary. Students will be held responsible for possession of those items.

13. Maintenance, Alteration, and Repairs: The student is responsible for, and will take good care of, the Premises and Common Areas. The student will not remove any of the University's property, and the student will not perform any repairs, painting, wall papering, electrical changes or other alterations of the Premises without the University's prior written consent. The University can require the student to pay for the cost of all repairs made necessary by the student, their guests or any other person's violation, or circumstance created by the resident or their guest, which caused a breach of Contract, or the negligent or careless use of the Premises or any part of the Property. Except in the event of an emergency, if the student has a request for repairs or services to the Premises, the request must be in writing to the University. In case of malfunction of utilities or damage by fire, water, or similar cause, the student must notify the University immediately. Additionally, the student is required to notify the University of any Condition, which the student reasonably believes poses a material hazard to health or safety. Upon receipt of the notice, the University will act with reasonable diligence in making repairs and reconnections. With or without notice, the University can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in

its judgment. The University will not be liable for any inconvenience, discomfort, disruptions, or interference resulting from these repairs, alterations, or improvements to the Premises or the Property.

14. Safety: The student must exercise due care for their and others' safety and security. The student is responsible for reading the emergency procedures located online. None of the University's safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime.

15. Liability: Neither Webster University nor its representatives will be liable to the student nor any of their guests for injury, damage, or loss to person or property. The student hereby releases the University from all liability for and waives any and all right to bring a claim against the University for:

- A. All costs due to loss, theft, or damage to student's personal property. The student agrees to be responsible to make sure they are adequately insured for such losses. The student may find that they have personal property insurance coverage under the homeowner's insurance policy of a parent or legal guardian. The University urges students to obtain their own insurance to cover any potential losses.
- B. All costs for medical or mental health services for illness, injury, emergency services, hospitalization, or treatment.

16. 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. The University reserves the right to access any information made available through other schools or colleges. The University reserves the right to refuse housing based on the information obtained during such an investigation. The Dean of Students (or designee) 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. Further, failure to adequately provide the requested information may result in student participation in the Student Code of Conduct process.

17. Conditions Governing Cancellation or Termination:

Cancellation: A cancellation occurs between the date of signing the contract (online housing application) and the start of the contract term (date of assigned entry). If you wish to cancel, the housing contract after you have moved in, that becomes a Request for Termination. Cancellations must be submitted in writing with the student name and ID number. Cancellation fees are dependent upon date and are available at www.webster.edu/housing

Termination: "Contract Termination" refers to the dissolution of a University Housing contract prior to its natural expiration. Specifically, a termination occurs anytime a contract ends between its start date (date of assigned entry) and its end date. A "Request for Termination of Housing Contract" must be completed to request a termination of this Contract. These requests are not guaranteed. This form is available online via the Housing Portal. Forfeiture of deposit and/or termination fees may apply. These rates are available online at www.webster.edu/housing.

Conditions include the following:

- 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: The student who requests in writing to cancel this Contract on or after May 1, 2020, but who does not attend the University the following semester, will forfeit the \$150 deposit and/or cancellation fees will apply.
- C. Attendance at the University: The student who requests in writing to cancel on or after May 1, 2020, but who attends the University the following 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 Housing & Residential Life Office. If the student is released based upon withdrawal, and then re-registers for classes during the term of the Contract, the student will 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 or Apartment uninhabitable, the University may terminate this Contract within a reasonable time after such determination by giving the student written notice. If the University terminates the Contract, and the student did not cause the loss, the University will refund prorated, prepaid housing charges and all deposit(s), less any deductions, which may be provided in this Contract. In such case, the University shall have no obligation to provide alternate housing.

18. Duties, Rights, and Remedies

A. **Residency Requirement:** All freshmen enrolled at the St. Louis main campus are required to live on campus for their first two years at Webster University. Exceptions to this requirement are granted for freshmen living with their parents within a 35-mile radius of the main campus in Webster Groves. Undergraduate International transfer students are also required to live on campus for their first year enrolled in classes at the main campus. Additionally, all study abroad students (undergraduate and graduate) who study abroad at any of the St. Louis Metro campuses are required to reside in on-campus housing for the duration of their study abroad experience. All site transfer students are required to reside on-campus for their first year enrolled 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 proof of own insurance coverage (e.g., a photocopy of their insurance card) and the completed Student Health Packet are received and approved by Health Services. The completed packet and proof of own insurance coverage 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, the Webster University Student Handbook, the Residential Life Handbook Policies and Procedures, mutually agreed upon addendums to this Contract, and other policies promulgated by the Housing & Residential Life Office are made part of this Contract by reference. Residents are responsible for reviewing, knowing, and adhering to all applicable policies. The Residential Life Handbook Policies and Procedures can be viewed at www.webster.edu/housing or can be sent via surface mail prior to student check-in with a written request. These rules and policies are considered to be a part of this Contract, and the Housing & Residential Life Office can revise, amend, expand, or discontinue the rules and policies at any time, and will provide reasonable notification to residents of such changes

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 fourteen (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 fourteen (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 Contract, 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.

19. Accommodations for Students with a Disability, Injury, Illness or Other Condition: The University is committed to provide equal access to its residence life facilities and will give full consideration to all student requests for reasonable accommodations (temporary or long-term) needed as a result of a access concern, disability, injury, illness, or other disabling condition. It is the responsibility of the student needing an accommodation to make application for such accommodations through the Webster University Academic Resource Center (Loretto Hall, Room 40-48, 470 E. Lockwood Ave., St. Louis, MO 63119; Phone: (314)-246-7620). All requests for accommodations must be accompanied by relevant and current documentation verifying the student's diagnosis and their need for the specific accommodation(s) requested.

20. Non-Discrimination: Webster University ensures high quality learning experiences that transform students for global citizenship and individual excellence. As such, the University does not discriminate on the basis of age, sex, race, religion, color, ethnic/national origin, disability, sexual orientation, gender expression, or veteran status. Grievances should be pursued according to the Student Grievance Policy and Procedure described within the Student Handbook.