

William & Mary Residence Life Housing Contract – Terms & Conditions 2020-2021

AGREEMENT TO DEAL ELECTRONICALLY

By choosing to electronically sign the William & Mary (W&M) Residence Life Housing Contract below, you agree to the following Terms and Conditions:

- Your access to the W&M Residence Life Housing Contract is conducted electronically and you agree that W&M Residence Life may communicate with you electronically for all aspects of the terms of the W&M Residence Life Housing Contract, including sending you electronic notices. If you do not wish to utilize electronic access and communications concerning your contract, contact Residence Life via e-mail at living@wm.edu or call (757) 221-4314 for instructions on how to proceed with a paper contracting process.
- All electronic communications will be sent to your official W&M email account. At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to all Terms and Conditions of the 2021-2021 W&M Residence Life Housing Contract. Your electronic signature is legally binding.
- You agree to contact Residence Life if you need information about your W&M Residence Life Housing Contract, and you understand that electronic communication from this office may be interrupted by circumstances beyond control of this office or the university.
- You agree to be responsible for keeping all records relating to the W&M Residence Life Housing Contract and for printing or making an electronic copy of these Terms and Conditions. Except as prohibited by law, you waive any requirement of a different method of communication in connection with your access to and communications about the W&M Residence Life Housing Contract.
- The student's signature or electronic acceptance of the Residence Life Housing Contract indicates that the student understands that they have read and agrees to the following terms and conditions.

TERMS AND CONDITIONS

1. **Consideration of the W&M Residence Life Housing Contract:** Once submitted, contracts are binding. Prior to occupancy, this Contract must be signed and dated or electronically accepted as evidence of acceptance of the terms, conditions and regulations stated in this Contract. At the time of occupancy, if the student is not 18 years old, a parent or legal guardian of the student will be required to cosign the Contract. Failure to participate in room selection, check in, pick up a key, or occupy the assigned space does not release the student from this Contract.
2. **Period of Contract:** Once signed and submitted this contract becomes a binding contract for a space in campus housing:
 - Undergraduate Upperlevel Buildings for one full academic year: Fall – August 22, 2020 – December 17, 2020 & Spring – January 22, 2021 – May 24, 2021.
 - Undergraduate Freshman Buildings for one full academic year: Fall – August 21, 2020 – December 17, 2020 & Spring – January 22, 2021 – May 24, 2021.
 - Graduate Complex for one full academic year: Fall – August 15, 2020 – May 24, 2021
 - Tribe Square for 11½ months: May 31, 2020 – May 24, 2021.

See Section 5 and 6 for exceptions. Thus, the student agrees to live in the university residence halls for the entire period of the contract. Students entering W&M for the spring semester beginning in January must sign and submit a housing contract which is binding for the full spring semester.

3. **Room Assignment & Billing:** Room assignments are selected by returning students during the spring room selection process or are assigned to new students or those returning students who did not elect to participate in the spring room selection process. All students are assessed housing fees based upon the approved rates set by the Board of Visitors

in late spring of 2020. Housing fees are due at the same time as tuition as set by the Bursar's Office/Student Accounts. If housing fees are adjusted due to reassignment or late assignment fees will be due per the schedule as set by the Bursar's Office/Student Accounts.

4. **Period of Occupancy:** The student may occupy an assigned room at the time specified by the university each semester. If the student fails to occupy the room by 5:00 p.m. on the first day of classes, the university reserves the right to reassign the space or initiate a contract cancellation. Failure to occupy an assigned space does not release the student from contractual obligation, such as payment of fees under the Contract.

Occupancy of the room must be relinquished at the completion of the contract. All residences shall be closed during the winter break and are not open for occupancy, with the exception of Graduate Complex, Tribe Square, as well as a restricted number of students authorized by Athletics and the Reves Center. Residence halls remain open during the fall, Thanksgiving, and spring breaks. Residents who are not graduating are required to check out of their residence halls within 48 hours after their last exam. Graduating students and those approved for late check-out must check out of the residence halls by 10AM on the day following Commencement in May. The Housing Contract for residents of Tribe Square covers 11½ months, consisting of summer 2020, fall 2020 and spring 2021 and ends at 10:00 AM on the day following Commencement in May.

5. **Cancellation of Contract Prior to Occupancy:** Students have 24 hours from contract acceptance to cancel their housing contract with no penalty. Students who have signed the W&M Residence Life Housing Contract for the 2020-2021 academic year will owe and be charged full room fees. Any termination of the W&M Residence Life Housing Contract, subject to the terms and conditions in Sections 5 and 6, may qualify the resident for a refund or adjustment of room fees owed as outlined below. If Residence Life is unable to provide a fall semester room assignment by August 1, the student may request cancellation of the contract with no penalty. **The cancellation policy does not apply to freshman or sophomore (by social class) housing assignments.**

After the 24-hour cancellation period and prior to May 31, the following cancellation schedule and fees apply:

Semester I, Fall 2020:

- Prior to February 28: If a request for cancellation is received before this date the student may cancel their contract and a \$500 cancellation fee will be billed to the student account.
- February 28 to March 31: If a request for cancellation is received between these dates the student may cancel their contract and a \$1000 cancellation fee will be billed to the student account.
- April 1 to April 30: If a request for cancellation is received between these dates the student may cancel their contract and a \$1500 cancellation fee will be billed to the student account.
- May 1 to May 31: If a request for cancellation is received between these dates the student may cancel their contract and a \$2000 cancellation fee will be billed to the student account.

Contracts submitted after May 31:

- If a request for cancellation is received within 5 business days from contract submission the student may cancel their contract and a \$500 cancellation fee will be billed to the student account.
- If a request for cancellation is received between 6-10 business days from contract submission the student may cancel their contract and a \$1,000 cancellation fee will be billed to the student account.
- On or after 11 days from contract submission students who wish to cancel their housing contract must petition for contract release.

Semester II, Spring 2021: (new Spring 2021 contracts only - does not apply to fall 2020 residents)

- If a request for cancellation is received within 5 business days from contract submission the student may cancel their contract and a \$500 cancellation fee will be billed to the student account.
- If a request for cancellation is received between 6-10 business days from contract submission the student may cancel their contract and a \$1000 cancellation fee will be billed to the student account.
- On or after 11 business days from contract submission students who wish to cancel their housing contract must petition for contract release.

Cancellation requests must be submitted via the [Housing Portal](#).

Starting June 1, students must submit a Contract Release Request via the [Housing Portal](#). A release may be granted only to students who can demonstrate through the written and supporting documentation that their situation has changed in an unexpected or unforeseen manner and cannot be resolved in campus housing. Requests are considered on a case-by-case basis and release is not guaranteed. If a contract release is approved, the student may receive a refund as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate course catalog, once check out is completed. Release request decisions are final.

6. Cancellation of the W&M Residence Life Housing Contract During the Academic Year:

A. By the resident student:

1. A student who fails to occupy an assigned room will be obligated by the terms and conditions of the contract.
2. A student may initiate cancellation of the contract because of withdrawal from the university. The contract will be terminated after the student has officially withdrawn from the university with appropriate written notification and will have 48 hours to vacate their housing assignment. A student may receive a refund as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate and graduate course catalogs.
3. If the student withdraws from the university and re-enrolls during the same academic year, Residence Life reserves the right to reinstate the contract from the date of re-enrollment for the remainder of the academic year.
4. A student who withdraws from the university prior to the end of the fall semester will not be subject to spring room fee charges as long as, by the last day of fall semester classes, the student officially withdraws from the university, notifies Residence Life and subsequently completes residence hall check out procedures by the last day of fall semester.
5. If the student leaves the university at the end of fall semester after having completed requirements for graduation, the contract will be terminated and the student will not be subject to spring room fees charges.
6. If the student is authorized to leave the campus to participate in one of the university's fall credit-bearing programs offered such as domestic or study abroad programs, the student may request suspension of the housing contract in its entirety via the [Housing Portal](#). The housing fees will be suspended for the duration of the off-campus program and then reinstated for the remainder of the academic year and the student will be assigned a residence hall space for spring semester. If the student is authorized for such a remote program for spring semester, the student must notify Residence Life by the last day of fall semester classes and room fees will be suspended for spring semester.
7. If the student seeks to cancel the Contract because they have gotten married and no longer wish to live in the residence hall, the student must provide written documentation of the legal marriage and may receive a refund as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate course catalog.

B. By the University:

1. If removal of the student from the residence hall occurs as the result of university disciplinary action or administrative withdrawal, the student will not receive a refund of room fees.
2. The university reserves the right to terminate the contract if the student fails to meet the university's academic requirement, in which case the student may receive a refund, after the room is vacated, as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate course catalog.
3. The university reserves the right to terminate the contract if the student fails to maintain full-time registration for the period of the contract. Termination of the contract is at the discretion of the Associate Vice President for Campus Living or his/her designee. The student may receive a refund after the room is vacated as outlined per the [Withdrawal Schedule and Refunds](#), available in the undergraduate course catalog.
4. In any of the instances above students will have 48 hours to vacate the room and properly check out.

7. **Room Adjustments:** No adjustment in the charge for room fees will be made because of absence from the university for periods of time during the academic year except as outlined above.

ADDITIONAL TERMS AND CONDITIONS:

1. General Information:

- A. Each resident is required to abide by all university, residence hall, and dining services policies. Policies are set forth and communicated through the W&M Residence Life Housing Contract, *Residence Life Resource Guide*, *Student Handbook*, *Use of Campus Facilities Policy*, as well as regulations established by the Community Council of the building in which the student resides. This includes provisions outlined in the Community Agreements established by each living unit. The provisions of this Housing Contract may only be waived or modified in writing by the Associate Vice President for Campus Living. It is the student's responsibility to be familiar with this information.
- B. It is expressly understood that violation of policies in the *Student Handbook* and *Use of Campus Facilities Policy*, *Residence Life Resource Guide* or of the terms of this Housing Contract by the resident may result in the full range of penalties outlined in the *Student Handbook*. The university is under no obligation to house a resident whose Contract has been previously terminated due to a failure to abide by the conditions of this Contract.
- C. Breach of this contract or violation of any W&M university policy may result in removal of the student from the residence hall with 48 hours' notice, except where the university determines that continued occupancy by the student may pose a danger to the life, safety or health of the student or other residents, in which case the resident may be removed without prior notice. Students removed from the residence halls for violations of the Contract will still be held to the financial obligations for the Contract period (fall and spring and for the summer term for Tribe Square residents only). In addition, the university may exclude a student from the residences to protect the health and safety of the student body under the policy and procedure outlined in the *Student Handbook*.
- D. In the event that a residence hall room, section, or building is determined by the university to be uninhabitable, and the university does not furnish other accommodation, the contract shall terminate. All rights and liabilities of the parties hereto shall cease and payments previously made by the student shall be refunded on a pro rata basis for the period for which accommodation was made unavailable to the student.
- E. The rights and privileges under the W&M Residence Life Housing Contract are personal and may be exercised only by the student. The student may not transfer or assign any of the contract's rights and privileges to another person. The university reserves the right to make all housing assignments and to make any housing assignment changes considered necessary.
- F. As per University policy, all undergraduate students residing in campus housing are required to purchase a meal plan. Students should refer to Dining Services for meal plan eligibility based on their social class and room assignment.
- G. Only current enrolled and registered students are permitted to live in the residence halls.

2. Residence Life Information:

- A. The university reserves the right to change room assignments at its discretion for any legitimate nondiscriminatory reason.
- B. To accommodate occupancy overflow, Residence Life may randomly assign students to a space. Examples include but are not limited to adding a third bed and furnishing to a double occupancy room and/or the use of other available space converted to a residential accommodation. If students are assigned to an overflow room, they will initially be billed at the triple occupancy rate for the duration their assignment remains an overflow space. If the occupancy of the overflow space returns to a double occupancy their billing will be adjusted to the double occupancy rate on a prorated basis. When temporary overflow assignments are used, Residence Life will provide these residents with information regarding the reassignment process as space becomes available.
- C. Students who withdraw from all classes and/or stop attending classes during the academic year must vacate university housing immediately after the last date of attendance. Students who do not comply with this requirement will be held liable for the room condition and charges beyond the last date of attendance and may be subject to university sanctions and/or legal proceedings.

- D. Assigned residence halls are to be used strictly as the student's residence and for no other purpose. Residents are prohibited from using the residence hall, assigned room, or any equipment or facilities found in the hall or the room (i.e. Ethernet or wireless connection) for purposes of conducting a personal business or engaging in illegal activity of any kind. Exemptions to conduct a personal business for limited-term class projects for academic credit may be requested from the Associate Vice President for Campus Living.
- E. Residence Life may amend or cancel a student's contract if the University determines the student's actions, general behavior, or continued presence in the residence hall jeopardizes or is reasonably likely to jeopardize the health, safety or well-being of the residents. The contract may be canceled, notwithstanding any other provision(s) in this contract.
- F. In order to ensure the safe and efficient operation of the University or to protect its interests or the interests of its employees or students, the university reserves the right to alter or cancel any residence hall contract if it determines that a resident's behavior or criminal activity (regardless of when or where such criminal behavior occurred) renders such an alteration or cancellation necessary. The University may decline to assign (or revoke an assignment) of on campus housing for the same reason.
- G. The University does not assume any legal obligation to pay for loss of or damage to items of personal property of the student which occurs in its buildings on its grounds, prior to, during, or subsequent to the period of the contract. Each student is encouraged to carry appropriate insurance to cover any such losses.
- H. The student is responsible for the condition and proper care of the assigned accommodation, and shall reimburse the University for damage done within or to the accommodation during the term of the contract. The student's responsibility for damage includes, but is not limited to, damage to room furnishings, walls, ceilings, floors, and damage caused from either inside the room or outside the room to doors, windows and screens. The student is subject to pro rata charges for damage to common areas in the assigned residence hall, regardless of the identity of the persons responsible.
- I. Alterations to the residence hall rooms, (including but not limited to electrical wiring, attaching hardware to walls, ceiling or doors, or painting) are not authorized except in accordance with university policy as issued by Residence Life.
- J. If one of the occupants of a room moves, or a room is not fully occupied, the student(s) who remain agree(s) to accept an assigned roommate(s) or to move to another room upon request. The individual student is responsible for selecting a compatible roommate. If the student does not select a roommate, Residence Life will fill the vacancy either by consolidating assignments or assigning another student to the vacancy.
- K. Residents who attempt to interfere with the housing assignment process are subject to disciplinary action under *the Honor Code* and/or *The Student Handbook*, and/or contract cancellation notwithstanding any other provision(s) in this contract.
- L. Residents' overnight guests and visitation is limited as outlined in the Residence Life Resource Guide and the *Student Handbook*.
- M. Assigned rooms may not be sublet, further assigned, or otherwise made available as a residence to anyone other than an individual designated by the University.
- N. Students may change rooms only after first receiving official authorization from Residence Life. Students who make unauthorized room changes may be required to return to their original assignment. Unauthorized room changes may result in an administrative charge or cancellation of the contract notwithstanding any other provision(s) in this contract.
- O. Each resident is required to maintain the assigned room in a safe and sanitary condition. The residence hall staff may periodically inspect rooms to assess safety and sanitary conditions.
- P. The university reserves the right to enter a student's room/suite/apartment to perform routine or emergency repairs or maintenance. In such cases it is the student's responsibility to ensure access to the areas needing repair and to protect personal property against damage. The university also reserves the right to enter a student's room/suite/apartment as deemed appropriate for reasons including, but not limited to health concerns, safety concerns, and suspected violation of university or residence hall policies.
- Q. At the termination of the contract period, or when moving to a new room assignment, a student must turn in all keys. The condition of the room will be assessed by residence hall staff. Student(s) who vacates the room without properly checking out will be billed the appropriate fees. In cases where damages are incurred beyond normal wear and tear, the student(s) will be charged for the expense involved in returning

the room(s) to a usable condition.

- R. Each resident is required to have a personal evacuation plan on file with the university prior to the first day of undergraduate classes. Failure to submit a plan is a violation of the Code of Conduct and may result in a referral to Community Values & Restorative Practices.
- S. When emergency conditions do not warrant or allow time to evacuate campus, students may be asked to take shelter inside their residence hall. A shelter-in-place alert will be given by the W&M Emergency Management Team (EMT) to limit student and employee exposure to potentially life-threatening, hostile or hazardous situations.
- S. Identifiable personal property that remains within a student's room at the termination of the contract period will be removed, stored and disposed of per Virginia Code §23.1-104 and applicable university policy. Residents will be billed for all associated removal and storage costs.

INAPPLICABILITY OF VIRGINIA LANDLORD TENANT LAW AND THE "VIRGINIA RESIDENTIAL LANDLORD & TENANT ACT"

This *Contract* sets forth the terms and conditions under which *William & Mary* will grant the *Student* the ability to occupy a space in student housing incidental to the university's provision of academic services to the *Student*. It is not a lease. Therefore, in accordance with Virginia Landlord & Tenant Laws, this *Contract* is entered into by the university and the *Student* in full acknowledgement that ***public and private higher education institutions in the Commonwealth of Virginia (such as William & Mary) with residential on-campus student housing assignments are not bound by the Virginia Landlord and Tenant Laws. Among other things, the university is not obligated to follow civil court proceedings related to removal of the Student and the Student's property from the on-campus student housing assignment, but may automatically remove the Student and the Student's property from on-campus housing if the university determines that this Contract has been violated or the Student otherwise does not qualify for student housing.***