



## Housing Contract Terms & Conditions

### I. Required Housing Policy

All full-time undergraduate students are required to live on campus for two years, space permitting. A fee of the full housing charge per semester is assessed to students who are in non-compliance with this policy.

### II. Eligibility

All full-time WKU students and exempted part-time students may live on campus. If a resident fails to enroll, or pay fees and is therefore not an enrolled student, depending on the time of year:

1. Prior to move in, the resident's assignment for the upcoming semester will be removed, until enrolled.
2. After move-in, the resident agrees to vacate the premises within 48 hours.

### III. Period of Contract

Upon execution of this contract by both parties and payment of the application fee, this contract becomes effective and constitutes a binding contract for the full academic year (Fall and Spring Semesters), or the remaining portion thereof. Any student who remains enrolled, but withdraws from University housing during the contract period without being released from this contract, will:

1. Be assessed a contract termination fee in the amount of 50% of the student's semester housing charge
2. And be assessed any applicable housing fees (room charge through the official date of withdrawal, or assessment of the required housing fee for non-compliance with the required housing policy.)

### IV. Services Period

Provided residence hall space is available, the University agrees to furnish a space and use of public areas in the residence halls. The University provides an extended living option for Thanksgiving, Winter/Semester Break, and Spring Break in specific residence halls which are pre-determined prior to the assignment process. All other halls will close for these periods, but residents may leave personal belongings in their room. Fees for winter break housing are separate from the fall and spring semester fees and students must apply to be eligible for winter break housing.

### V. Housing Application Fee

A \$75.00 housing application fee is required to file this Contract. This fee is a one-time payment for applicants new to WKU Housing. Returning students continuing in housing for the next academic year through completion of a housing renewal application are not required to pay another fee. The fee does not apply toward the semester housing fee or other University obligations. The application fee is non-refundable.

### VI. Room Assignments

The University agrees to determine room assignments based on date of receipt, indicated preferences, space availability, and priority status.

Returning residents who renew their Contract prior to the established deadline are reassigned first. Incoming freshmen and transfer students are assigned next. Returning students who apply after the deadline are assigned last and are not guaranteed a hall/room assignment for the upcoming academic year. If there is insufficient room to accommodate all freshmen and sophomores required to live on campus, WKU reserves the right to cancel contracts for students who have completed four semesters or earned 60+ credit hours, to prioritize space for these students.

Returning students who

1) are not enrolled in classes for the fall term by June 1 OR 2) who have an outstanding housing balance owed to the university that is not paid by June 1, may have their assignment removed until the bill is paid and/or student becomes enrolled in full-time hours. Once a student is eligible to receive their assignment again, they will be assigned with incoming freshmen or transfer students to spaces available at that time. A student's application will remain active, unless canceled by the student. (see Section VIII).

Roommate assignments are based upon the dates of application receipt, priority status, space availability, and mutual request for one another. Residents who wish to room together are encouraged to submit their applications at or near the same time and before the March 31 priority deadline.

The University makes all assignments without regard to race, sexual orientation or national origin and rejects all requests for changes of assignments based upon these reasons.

The Resident agrees to observe the room change procedures established by the University and to have prior written approval before making a room change.

If a vacancy occurs in the assigned room, the remaining residents agrees to: seek out another roommate; accept another roommate as assigned; move to another room if/when requested; or pay additional charges based upon lower occupancy of the room (if privates are available in their hall of residence).

A resident may not sublease or rent a room assigned or permit another person to share a private room assignment.

The University reserves the right to modify room assignments for disciplinary reasons, catastrophe, closing of the facility or unresolvable roommate incompatibility.

This Contract may also be canceled by the University for disciplinary reasons. Students removed from University housing for disciplinary reasons will remain obligated to the terms of this Contract and any applicable fees.

If housing demand exceeds capacity, the University reserves the right to use a limited number of temporary room assignments on campus.

If space is available, request for private rooms will be approved on a first-come, first-served basis. The resident of a private room agrees to pay the additional charges either before the semester begins or before the move is complete.

## **VII. Housing Fee Payments**

A resident agrees to pay the full semester housing fee by the due date.

The resident agrees that any deviation from the established schedule of payment or any problem with payment, must be approved by the office of Student Billing and Account Services before payment is due.

The resident agrees that failure to make payment as prescribed does not relieve the resident of accumulated housing fees while in residence.

The resident understands that nonpayment may result in denial of residence hall accommodations and services, as well as University registration, until the amounts due are paid.

## **VIII. Cancellation Before the Beginning of the Academic Year or Spring Only Semester**

Written notice of cancellation must be made to the Department of Housing & Residence Life in order to avoid housing charges. Cancellations must be received by the Monday of the first day of classes.

## **IX. Cancellation After the Beginning of the Academic Year or Spring Only Semester**

A resident who does not check into the assigned room by midnight of the first day of classes will be considered a "no show," and be canceled immediately. A late cancellation charge of \$150 will be assessed to students who are no shows.

Residents who have checked into their housing assignment must go through the official withdrawal process to cancel this Contract. Official withdrawal procedures are outlined in the University publication, "Hilltopics for Residence Hall Living." A student who is an unofficial checkout will be assessed a \$150 unofficial checkout charge.

A termination fee and any applicable housing fees (room charge through the official date of withdrawal, or assessment of the required housing fee for non-compliance with the required housing policy) will be assessed to a student's bill. The contract termination fee is 50% of the student's semester housing charge.

Requests for exemption from the contract termination charge and appropriate documentation must be submitted in writing to the Department of Housing & Residence Life. Exemptions are not guaranteed.

A resident's date of official withdrawal from the assigned residence hall room will determine the room charge and, if applicable, the amount of housing fee refund.

An official withdrawal prior to or during the first 6 days of classes (Monday to Monday of the 1st week of the semester, including holidays if applicable) will be pro-rated by nights in room. From the 7th day of class through Sunday of the second week, and thereafter determines the number of weeks assigned, using the following schedule: second week: 50% of semester fee; third week: 75% of semester fee; after the third week, the charge is 100%.

An assigned resident who does not go through the official withdrawal process to cancel this Contract on or before the last day of finals week of the Fall Semester will be considered an assigned Spring Semester resident and will be charged a Spring Housing fee accordingly.

## **X. Policies**

The resident agrees to become aware and observe all published policies affecting his/her status with the University. Specifically included in this Contract by reference are the University publications "Hilltopics for Residence Hall Living" and the WKU Student Handbook.

## **XI. Furnishings, Utilities, and Sanitation**

The University agrees to provide each resident with a bed, chest of drawers, closet space, desk, and desk chair. Data hookups are also provided in each room.

The University agrees to provide reasonable amounts of heat, water, electricity, air-conditioning, maintenance and custodial services. Custodial service will be provided for public areas and communal restrooms only. Interruptions on a temporary basis for the reasons of maintenance, repair or catastrophe

will not be considered a breach of this Contract and the University assumes no responsibility for damages such as food spoilage. If an interruption occurs, the University agrees to restore the affected service within a reasonable amount of time.

The University agrees to provide trash removal from designated areas and to clean common hallways, baths, lounges, and general public areas on a regular basis

## **XII. Care of Facilities**

The resident agrees to be directly and financially responsible for keeping the room and its furnishings clean and free from damage, and to advise the hall director of any deteriorated conditions of the room or its furnishings.

The resident agrees to report maintenance issues within their room to the University. The University agrees to respond to maintenance concerns in a reasonable and timely manner.

The resident agrees not to modify, or allow the modifications of the assigned room or other parts of the building. The resident agrees to obtain advance written permission from the Hall Director for painting, moving of additional furniture or constructing large extraneous structures.

The resident agrees to pay charges for room damages, special housekeeping or maintenance services necessary due to misuse or abuse of facilities.

The resident agrees to use public areas in a way that contributes to the orderliness and cleanliness of all areas used by residents and guests.

The resident agrees to report loss of the ID card and/or room key and to pay the charges for ID card, key and lock replacement.

Tampering with smoke detectors or other life-saving equipment may result in the termination of housing contract. The resident agrees to report any issues with the smoke detector in their room immediately.

The resident agrees to dispose of room trash in the exterior dumpsters and/or trash compactors. There are no interior locations for trash disposal.

## **XIII. Liability**

The University does not assume responsibility for the resident's or other persons' loss of money or valuables, or for the loss of or damage to personal property and recommends that the resident contact an insurance carrier concerning the availability of protection against such losses.

## **XIV. Administrative Search/Room Entry-Inspection Search and Seizure**

The entry into the living quarters of a student may be conducted by the following people for the purposes and under the procedures detailed below:

1. By law enforcement officers in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure;
2. By University custodial personnel to perform routine custodial services;
3. By authorized University personnel, as provided in Section 2, to ensure that health, fire and safety standards are maintained;
4. By authorized University personnel, or agents to make improvement and repairs and to provide routine maintenance services;
5. By authorized University personnel in emergency situations to protect the health, comfort and welfare of a student or make emergency repairs to prevent damage to a person or property.

## **Student Responsibility in Mitigation of Diseases**

1. Student understands that they have a personal responsibility to protect themselves, and also to protect their roommate, neighbor, classmates, faculty and staff and the greater Bowling Green community with whom they may interact.
2. Student agrees to report any communicable diseases to and follow all guidelines set forth by any of the following: the CDC, Kentucky government, local public health agencies and WKU to help mitigate the spread of infectious diseases.
3. Student understands that if you have been identified by a healthcare professional as having contracted any communicable or infectious diseases they must report to WKU officials if directed to do so by the healthcare professional.

## **Policy Changes**

1. Policies may be adapted or changed as needed in response to emergent health and safety concerns and will be communicated to all residential students by email. Example: visitation hours and/or number of guests allowed in a resident's room may temporarily change to address campus response.

## **Beyond University Control**

1. In an unforeseeable event which could not reasonably be avoided, including without limitation, acts of nature, fire, flood, natural disaster, acts of God, health and/or safety emergency, epidemic, loss of electricity or power, riots, war, or terrorist attack (or threat thereof) and are beyond the control of the University, the University reserves the right to act, and institute policies to maintain the safety of the premises. The University shall not be liable or responsible for any delay or failure hereunder, including without limitation making housing and utilities available if such events occur.
2. Termination of Contract During University Declared Emergencies: If a part of or all of university housing is closed due to an emergency or natural disaster, the University may terminate this contract without prior notice. In no event shall the University be obliged to provide alternate housing to the Student or to rebuild or replace any affected premises.

## **Acknowledgement and Release Clause**

1. It is the intent of the University to provide within reasonable effort a facility where you are safe. You hereby acknowledge and agree that we do not guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the assigned space or the Residence Hall, for injury to person or property arising from theft, vandalism or casualty occurring in the assigned space or the Residence Hall.
2. The student and any undersigned agree to indemnify and hold harmless the University from any suit, action at law or other claim resulting from an injury to the student's, or any third party's, person or property while living in University Housing under this License, except to the extent that the injury is caused by the negligence of the University, or its designated Agents.
3. By signing this Contract, you hereby release and forever discharge the University, its officers, employees, subcontractors, and agents from any and all demands, cause of action and/or judgments whatsoever, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this License and the use of University Housing.

**Questions? Contact Us:** Phone: (270) 745-4359, Email: [hrl@wku.edu](mailto:hrl@wku.edu)

This application, when submitted with appropriate signature(s) and a \$75.00 application fee (for new students), is a request to rent WKU residence hall space. Returning students continuing in housing for the next academic year are not required to pay another fee, and have a complete application by signing below.

I have read and accept the Contract Term & Conditions outlined above. I understand that these preferences will be honored if possible, but cannot be guaranteed. I verify that the information in this application is true and accurate.