

OCCUPANCY REQUIREMENTS AND RESTRICTIONS: All full-time undergraduate Students are required to live in University housing and participate in the associated required meal plan. Full-time registration during any academic year constitutes acceptance of the Room and Board Agreement ("Agreement") and the rates then in effect unless granted prior written approval from the Associate Dean for Residence Life or their designee to be released from this requirement. Any Student seeking exemption from the housing requirement must complete and submit a Housing Release Request to Residence Life at least 30 days prior to the start of the academic term. Housing release is limited to: 1) Students commuting from the principal residence of their parent or legal guardian within a 30-mile driving distance of campus; 2) Students who are married or have dependents in their care; or 3) Students residing in a University-recognized Fraternity or Sorority house. The University reserves the right to refuse housing privileges to any person at any time. By signing this Agreement, the Student grants the University the right to conduct a criminal background check on the Student at any time, either prior to room assignment or during the term of this Agreement. The University reserves the right to deny or immediately remove a Student from University housing based on criminal history or conduct. This provision does not require the University to perform a criminal background check on any Student.

LENGTH OF AGREEMENT: This Agreement is in effect for both Fall and Spring semesters, or the remaining portion of the academic year if the Student moves into University housing after the academic year begins. Students are eligible to move into their University assigned space on the date published by the University. Spring semester cancellations are not permitted unless the Student graduates, withdraws from the University, or is participating in an approved academic curricular program with special location needs (i.e. study abroad, Student teaching, etc.). Requests for Spring semester cancellations must be received at least 30 days prior to start of term. Failure to maintain full-time enrollment may result in cancellation of this agreement. The Student agrees to vacate University housing: (a) within 24 hours after the Student's last examination, or within 24 hours after termination of the Agreement, unless an extension is granted by the Associate Dean for Residence Life or their designee; or (b) On or before the date and time specified by Residence Life as University housing closing, unless an extension is granted. The term of this Agreement and Student's right of occupancy does not include any period that the Student is not enrolled with the University, or any period in which the Student has been removed from housing for any reason.

BOARD PLAN: The Student agrees to purchase an approved board (meal) plan. All students assigned to a residence hall can select either Carte Blanche or 200 Flex. If the Student does not specify a preferred board plan, one will be assigned by the University. Meal Plan selections are for the entire academic year. Students who wish to alter their meal plan must complete the on-line meal plan adjustment form before 4 p.m. on the fourth day of classes of that semester. Students who fail to change their meal plan before the deadline will be obligated to their original contract for the semester. Meal plans are reset each semester and there is no refund for missed meals or remaining bonus points at the end of the previous semester. Please refer to policies published in the Student Handbook and posted on the Dining Services website for further details and a complete schedule of meal availability. **Food service is not available during breaks and holidays when campus housing is closed.** The University reserves the right, in its sole and absolute discretion, to change these board plans and policies prior to the start of the academic year with adequate notice to the Student.

ROOM ASSIGNMENTS: Room assignments are made without discrimination on the basis of race, color, creed, religion, national or ethnic origin, ancestry, military status, veteran status, disability, sex/gender, sexual orientation, gender identity, genetic information, disability, familial status or any other protected category under applicable local, state or federal law, ordinance, or regulation. Housing is only provided for the enrolled Student. Assignments for new students are made on a first come basis, with consideration for information provided in the Housing Survey and pairing students of the same gender together. Returning Students select their own room assignments through the Housing Selection process each spring. The University provides a living unit space and does not guarantee the Student any particular room or specific accommodations. **The University reserves the right to consolidate, alter, or cancel housing assignments at any time.** All room changes must be requested through and approved in accordance with the published Room Change policy. In order to reserve housing for each succeeding academic year or term, a returning Student must sign an Agreement during Housing Selection or upon move-in, whichever is earlier. Students with vacancies are not permitted to refuse a roommate. Students with vacancies who deter or refuse roommates will be charged for blocking the vacant space or be forced to move to a space more suited for their number.

AVAILABILITY AND RATE CHANGES: The University will set the housing and meal plan rates each spring for proceeding fall semester. These rates are valid only for the current academic year. The University does not guarantee that the rates will remain the same for future academic years, or that particular board or housing options will be available. The University guarantees residence hall housing only to first-year and sophomore Students; Students must have junior standing as defined by the Registrar to be eligible for University-owned houses and apartments. Rates are related to specific units/properties and occupancy and are published online annually after Board and administration approval.

PROPERTY: The University provides furniture in residence hall rooms and the Keller/Sprecher apartments. University houses and apartments are equipped with full kitchens. The Student accepts full responsibility for the University-installed furnishings and fixtures in the room at the time the Student checks into the room and any furnishings or fixtures added to the room by the University for the duration of this Agreement. University-issued furniture and fixtures must stay in the room. University-issued property cannot be stored at any time. **The Student is responsible for any damage to the individually assigned unit and common spaces within the hall, house, or apartment.** If those responsible for the loss of, or damage to University property cannot be ascertained, the amount of the loss or resultant repair will be leveled, on a pro rata basis against the entire house, apartment, hall, floor, or Student population, at the discretion of Residence Life. Furnishings and fixtures removed without written permission of the Associate Dean for Residence Life will be presumed lost, and the Student will be charged the full replacement cost for items missing from the room at check out. All of the Student's personal belongings must be kept in the Student's assigned space. The Student is responsible for ensuring that all personal property is removed at the time of checkout. Students who choose to bunk their beds do so at their own risk. Students who choose to rent lofts from the University approved vendor do so at their own risk. The University is not liable for accidents relating to bunk beds or rental lofts. Student agrees to keep the residential property, the appurtenances, equipment and fixtures therein, in a clean and sanitary condition and in as good a condition as when the Agreement began, excepting normal wear and tear expected. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident or abuse. Student shall use reasonable diligence in the care of the residential property and shall be responsible for upkeep and cleaning as outlined by Residence Life policies. Student agrees to notify the University immediately of any potentially dangerous conditions or maintenance needs on or about the residential property through published process.

LIMITATION OF LIABILITY: University is not responsible for loss or damage to person or property occurring on or about the residential property. Student hereby releases, discharges, waives any rights of recovery against, and covenants not to sue the University (including its directors, officers, trustees, agents and employees) for any loss or damage to person or property occurring on or about the residential property, including claims of bodily injury or death, whether caused by (or alleged to have been caused by) the negligence of the University, its employees or agents. The University shall insure the building, but not its contents, against loss from fire and extended liability. The University does not insure student's property against loss, theft, and damage. University shall not be responsible for loss or damage to any student-owned property as a result of facility condition (i.e., water damage to a student's computer or other property as a result of a room leak). Students should secure their own insurance coverage for protection against liability and loss of personal property.

OCCUPANCY AND USE: The Student must make arrangements with the Office of Student Accounts regarding payment of their term bill in full prior to being issued a room key or moving belongings into the space. Failure to pay the Student account at any time could jeopardize the Student's ability to reside in University housing. **The Student is responsible for the condition of the assigned room and University property within it from the time of key issuance until the time of key return regardless of physical presence of Student and/or their belongings.** The Student may not loan any room or building key to anyone else at any time. If the Student is issued an elevator or entry code for any part of a University housing space, the Student may not share that code with anyone at any time. If the Student violates either of these security measures or otherwise jeopardizes the security of any University housing, the Student will be subject to a fine and possible referral to the conduct process. University housing may not be occupied by any other person than the Student named herein; the Student may not allow any other person to occupy or use the room beyond guest policy limits. The Student may not use any University housing for for-profit activities. If any Student occupies a room or residence without authorization any time before or after approved occupancy dates, a fine of \$100 per day will be imposed until the space is completely vacated. A room is not considered completely vacated until all belongings are removed and key is returned.

Room rates include use of the assigned room and related utilities including gas, water, sewer, electricity, trash, & recycling. Residence Halls and the Keller/Sprecher apartments also include WiFi internet access. Excessive use or abuse of these services will result in additional charges to the student account. Pets are not permitted in any campus housing except within those outlined in the Residence Life policies. House and apartment residents wanting to bring in other appliances not already present in their unit (a/c units, laundry machines, additional refrigerators, etc.) must request permission in writing in advance and get approval from Residence Life and Physical Plant prior to bringing the appliance. The Student is responsible for appropriate, safe, and complete installation and removal. Any item or activity that the University deems at its own discretion potentially: (1) unsafe, (2) damaging to University property, or (3) permanently altering to University property is prohibited. Parking is permitted in University-designated areas only.

CONDUCT EXPECTATIONS: The Student must observe all rules, regulations, policies, and procedures set forth by the Board of Directors, Administration, Student Senate, Faculty, Residence Hall Association, or any other University body authorized to make rules, regulations, policies, or procedures. The Student assumes full responsibility and liability for the behavior and actions of their guests, whether the guests are University Students or not. Guests are not permitted to cohabitate with residents. Students also may not invite or host any person on or within University property or facilities that has been issued "no trespass" orders. Students may not host or consent to any living unit, street, or block parties without written permission from Residence Life. The

Student will act and require other persons on the residential property with Student's express or implied consent to act in a manner that will not disturb Student's neighbors' peaceful enjoyment of their neighboring residential unit or property. All University housing is smoke-free. The University may terminate this Agreement at any time for violation of residence hall regulations, or for conduct which is detrimental to the Student, other residents, or the community living environment.

CHECK-IN AND CHECK-OUT PROCEDURES: Every University housing Student is responsible for checking in and out properly. **Check-In:** The Student must complete and return a room condition report (RCR) to Residence Life staff within 24 hours of key issuance. This RCR will be used in determining whether the Student has caused damage to University facilities or property beyond normal wear and tear. If the Student fails to complete a RCR, the Student may lose the ability to appeal damage charges. **Check-Out:** The Student must make a checkout appointment with a Residence Life staff member to review closing procedures and the damage assessment process and return the room key. The room will be inspected by Residence Life staff before final determination of damages is made. Residence Life has the right to assess charges based on the room's condition, the information on the RCR, and whether or not the Student checked out properly. Failure to check out properly will result in a fine. If a Student does not return the room key there will be a charge for a lock change. The Student also shares responsibility for condition of the living unit's common spaces. The Student must remove all personal belongings from the room and common spaces at the time of checkout; any belongings left behind will be considered abandoned and the Student will be charged for the removal or disposal.

BREAK CLOSINGS: Campus Housing is closed during the Thanksgiving, Winter, Spring, and Summer break periods. If the Student wishes to make arrangements for break housing (if offered), they must contact Residence Life at least one month in advance of the break period. Break Housing is not guaranteed, may carry additional fees, and may require temporary relocation. There is no Hall access during any break period. The Student is required to follow all break closing procedures as advertised by Residence Life and may be subject to fines for failing to do so. The University reserves the right to require key return and/or limit what can be left in the room over break.

ROOM ENTRY: By signing this agreement, the Student specifically authorizes the Dean of Students, or their designee, a law enforcement officer, or any worker authorized by the University to enter the Student's room for the purposes of law enforcement, enforcing University policies, inspection, maintenance, repair, or wellness concern. The University also reserves the right to conduct regular fire and life safety inspections of living units and individual rooms during fire drills, hall closings, and throughout the academic year without notice. When a University employee acting in an official capacity knocks and identifies their self as such, the Student must respond to the knock by opening the door. If the Student is not present at the time, or does not respond, the University officials may key into the room. The Dean of Students, their designee, or a law enforcement officer may conduct a room search 1) to investigate suspected illegal activity, violation of University policies, and/or violation of health or safety regulations; 2) in case of emergency; or 3) to recover University property. The University reserves the right, for reason of individual or community safety or welfare, to authorize the immediate suspension of a Student or removal from University housing pending results of a hearing.

TERMINATION AND REMOVAL: The University may terminate this agreement before the end of its term if the University determines that: 1) the Student ceases to be a full-time enrolled student or ceases to attend classes without University approval; 2) the Student is delinquent in payment of their Student account; 2) the Student's behavior demonstrates disregard for the community members or facilities; 3) the Student has violated any term of this agreement or any University rule, regulation, or policy; or 5) the Student is, or is required to be, a registered sex offender pursuant to any federal, state, or local law or has been convicted of or pled guilty to a felony or misdemeanor offense including, but not limited to, assault, rape or any violent crimes, or the use, possession, sale, transportation, or distribution of a controlled substance. Any resident whose agreement is being terminated for other than disciplinary reasons will receive written notice of termination with a hearing date before the Associate Dean for Residence Life, or the Associate Dean's designee, whose decision shall be final. In all other instances, the Student Code of Conduct shall govern the hearing and removal process. If removed from housing, the Student has 24 hours to vacate housing after receiving notice of removal. If the Student is disruptive in any way during that period, the Student will be required to vacate immediately. If the Student fails to vacate within 24 hours, the University reserves the right to remove the Student's belongings, change the locks at the Student's expense, and/or treat the Student as a trespasser. Termination of the University room and board agreement does not terminate the Student's obligations under this Agreement. The University also may cancel this contract if a disaster, fire, Act of God, or other event shall prevent performance.

REFUND POLICY: After the Student receives the room key OR housing opens for the semester, the Student will be liable for all room charges due under this Agreement for the semester, regardless of whether the Student resides in the room or not, for any reason. Students who withdraw from the University within the semester must move out of University housing within 48 hours following the exit interview. If leaving at the end of the semester, the normal closing schedule is followed. Exceptions must be approved by the Associate Dean for Residence Life, which exceptions may be granted in the sole and absolute discretion of the Associate Dean for Residential Life or the Associate Dean's designee. Before leaving campus, Students must check out of their room with the appropriate staff member (AC or RA). Upon checking out, Students must turn in the appropriate paperwork along with their key. For Students withdrawing on a voluntary basis, housing and board refunds are granted on a pro-rated basis, according to published University refund policy, through the 5th week of the term and are based on the date of the exit interview and proper checkout and key return (whichever is later). After the 5th week, no refund is granted. **Application for a contract release does not imply automatic termination of the Contract.** If, as a result of a Student disruption, energy shortage, or other cause, the President of the University or the President's designee, in that person's sole and absolute judgment, finds that it is in the best interests of the safety of Students and University personnel and/or University property to close down the University or any living unit, the Student agrees to vacate the premises upon request by University officials. In the event that the University is closed for reasons stated above, it is agreed between the parties that the University will not be held liable for any refund under this Agreement.

CAPITALIZED TERMS: Capitalized terms not otherwise defined in this contract have the same meaning as specified in the University Student Handbook.

SEVERABILITY: The invalidity of any provision of this contract shall not affect the other provisions of this contract, and this contract shall be construed in all respects as if any invalid portions were omitted.

Included in separate sections of the Housing Intention form:

IMMUNIZATION DISCLOSURE: The state of Ohio and Wittenberg University require that students residing in on-campus housing must submit the following vaccination disclosures. Please note that Ohio law does not require vaccination of the student, nor does it require the institution to provide or pay for these vaccines. For more information about these infections and vaccinations, please visit: <https://www.odh.ohio.gov/odhprograms/bid/immunization/collegeimm.aspx>. In compliance with this requirement, please indicate the following:

A: MENINGITIS

Meningococcal meningitis is a rare but potentially fatal bacterial infection of the brain and spinal cord.

- I have received the meningococcal meningitis vaccine(s); Date(s) of vaccination: _____ Type(s): A B C W Y
- I have not received the meningococcal meningitis vaccine

B: HEPATITIS B

Hepatitis B is a serious infection of the liver that can lead to chronic liver disease or cancer of the liver.

- I have received the Hepatitis B series (three injections); Date of vaccination 1: _____ 2: _____ 3: _____
- I have not received the Hepatitis B vaccine

C: COVID-19

- I have received the COVID-19 series (two injections; booster); Date of vaccination: 1: _____ 2: _____ 3: _____
- I have not received the COVID-19 vaccine

By signing below, the Student (or if under eighteen, both the Student and the Student's parent or Legal Guardian) acknowledges that the Student (and Parent/Legal Guardian) has/have read the Agreement and agree to the Agreement's terms and to comply with other rules and regulations enumerated in the Student Handbook, Residence Life policies, or other governing University documents.

Signature of Student _____ Date _____

If Student is under 18:

Signature of Parent/Legal Guardian _____ Date _____