

Webber International University



Housing Agreement

2014-2015

**HOUSING AGREEMENT 2014-2015
WEBBER INTERNATIONAL UNIVERSITY**

STUDENTS AND PARENTS ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE ENTIRE CONTENTS OF THE HOUSING AGREEMENT. SIGNING THE *STATEMENT OF MUTUAL UNDERSTANDING* BINDS THE STUDENT TO THE TERMS AND CONDITIONS OUTLINED IN THE *HOUSING AGREEMENT*. PLEASE PAY SPECIAL ATTENTION TO ITEMS IN BOLD.

INTRODUCTION

The purpose of this document is to establish the terms and conditions of occupancy in University Housing at Webber International University. This Agreement covers the most significant issues regarding living in University housing but is not intended to be all-inclusive. The student may accept this agreement by signing and returning the *Application for University Housing*. The University requires that all applicants under eighteen years of age have the *Application for University Housing* co-signed by a parent or guardian. When the *Application for University Housing* is signed and returned to the University, it establishes a binding agreement between the student, parent or guardian, if applicable, and Webber International University. The University Housing Application, Agreement and Meal Plan cannot be cancelled after the first day of residence hall opening.

ELIGIBILITY FOR RESIDENCE

1. Assignment to University housing facilities will go to full-time, degree seeking students enrolled at Webber International University
2. The applicant agrees to be enrolled and registered at Webber International University. The applicant's failure to register by the second week of the semester will be considered a breach of this agreement and Webber International University may, at its sole option, terminate this agreement.
3. Freshman Residence Policy - Webber International University regards residential living as an integral part of the total educational and social process of the University.

All freshmen students attending Webber International University are required to live on campus in the residence halls during the students FIRST AND SECOND semester. A student may be granted permission to live off campus as a freshmen if he/she meets one of the following criteria:

- a. **Exemption (1): Student must be 20 years old or older by the beginning of the entering semester**

Documentation required:

- a. Authenticated government issued identification (e.g., certified birth certificate, driver's license, passport, certified consular certificate of live birth, etc.)
- b. **Exemption (2): Student must be living locally, (less than a 40 minute drive), with his or her parents or legal guardian**
Documentation required:

- a. Distance: MapQuest printout (www.mapquest.com) showing less than 40 minutes driving time from student's documented place of residence to 1201 N. Scenic Highway, Babson Park, FL 33827; and
 - b. Parents or legal guardian
 - c. Birth certificate; or
 - d. Certified court order of guardianship dated at least 12 months prior to admittance; or
 - e. IRS form 1040, with address matching and student's name on line 6c(1) from the immediate previous year; or
 - f. IRS form 1040a from the immediate previous year, with address matching and student's name on line 6c(1)
- c. Exemption (3): Student is married**
- Documentation required:**
- a. Certified copy of marriage certificate
 - i. The first step in requesting a release is to meet with the Housing Coordinator. The final decision is made by the Leadership Team of WIU.

Note: Students may become ineligible for scholarship monies by electing to move off-campus. It is the student's responsibility to check on the status of scholarships. If a student elects to move off campus, without the Dean of Student Life's written approval, they will be responsible for the full housing fee.

ACCEPTANCE

1. Acceptance of this Agreement by the University will be assumed unless rejection is communicated to the student prior to occupancy.
2. Acceptance of this Agreement does not guarantee a specific room assignment or admission to the University. Acceptance of this Agreement is contingent upon final admission to the University, complete and signed *Application for University Housing* (with the \$220 damage deposit for new residents) returned to the University, payment of all outstanding debts owed to the University, and availability of University housing space.
3. Failure to occupy a space after signing this Agreement does not relieve the resident of the responsibility to fulfill its terms. Likewise, a resident who occupies a space without signing the Agreement is nevertheless responsible for all its terms and conditions. If an applicant does not become a student of the University, the applicant must give written notice to the Student Life Office to be released of financial responsibilities (see Housing Agreement Cancellations and University Withdrawal).

TERM OF OCCUPANCY

1. Occupancy Period
 - a. This Agreement, with appropriate signature(s) and payment, is effective from the date of the University's acceptance of *Application for University Housing* until the official end of the academic year. **For example: If you live in the dorms during the Fall semester of 2014, you are required by the housing contract to live in the dorms the following semester Spring 2015.**

- b. Room rent for a term covers residence from the date designated as official opening of University housing until the date designated as official closing of University housing. Rental fees are due and payable upon billing.
- c. **University housing is closed during Christmas break, Thanksgiving break and Spring Break and is not included in the terms of this agreement. The right to use University housing during these periods is reserved by the University and will result in additional charge of \$20 per night if a student wishes to remain in his or her dorm room. (Thanksgiving Break consists of 4 days, Christmas Break consists of approximately 25 days and Spring Break consists of 7 days.) The student must present a request, in writing, to the Housing Coordinator for the days during the break periods that the student wants to remain in the dorm.**
- d. **Unless otherwise provided for by Housing Coordinator or designee, a resident will have no right to enter, use or occupy University housing during any period when the University is not in session for formal academic purposes, including Thanksgiving, Christmas, Spring and Summer break.**
- e. Occupancy will begin when the student signs for keys to his or her assigned accommodation and will terminate when authorization is completed and the issued keys are returned to the Student Life Office.
- f. Webber International University residence halls are **NOT** year round facilities.

2. Early Arrivals

Students may not occupy or deliver items to University housing before the designated opening date of the University housing, unless prior approval has been obtained from the Housing Coordinator.

3. Late Arrivals/No-shows

Students must notify the Student Life Office if they intend to check into the residence halls on the first day of classes or later. Housing assignments may not be held beyond the beginning of the first day of classes. **Students who are not checked into their assigned space by the beginning of the first day of classes will be considered a "no-show" and may have their room assignment made available to another student. This, however, will not relieve the student of the conditions and responsibilities of this Agreement.**

4. Check-In

Students must be up-to-date with housing payments, or have been granted a financial aid deferral, before they will be permitted to check-in. During the check-in process, each student must sign and return the Housing Room Condition form provided by the University within twenty-four hours of occupancy. This form is the basis for determining whether a student will be responsible for damages, losses, or both, in the assigned living space.

5. Check-out

- a. Residents are eligible to remain in the residence halls until twenty-four hours after the last final exam of the semester.
- b. Residents participating in the Spring graduation ceremony must vacate the room by 3:00 pm following graduation ceremony. This is for graduates only; all others follow check out procedure in #1.
- c. Failure to move out within the prescribed period may result in a \$50 per day charge, eviction, disciplinary action, or any or all of the foregoing. In case of eviction, the

University will not be held responsible for student belongings and reserves the right to take possession of and dispose of such belongings.

- d. **A resident is not considered checked out of the residence hall until all keys are returned and a completed Housing Room Condition form is signed by a University staff member. Residents are expected to remove all belongings, discarded materials and leave the room at least as clean as it was at the time of check-in. Heavy fines and cleaning charges may be applied at the discretion of WIU, and could lead to housing privileges being revoked.**
- e. **When one occupant in a room moves out while others remain, each is equally responsible for cleaning the room.** If the room is in unacceptable condition after University inspection, cleaning services will be provided and the resident(s) will be held liable for these charges.
- f. Failure to follow proper check out procedures as outlined in the Agreement or in distributed instructions will result in an additional charge.
- g. Failure to return all keys within 24 hours of final checkout time will result in a \$75 charge for Grace and Camilla, and \$100 charge for Dorm A&B and Miranda.
- h. Residents may choose the Express Check Out option when checking out of the residence halls. This option allows the resident to bypass the traditional method of having a staff member present when checking out and being able to return the room key to a designated location. Residence halls staff will inspect the room at a later time and if any items are found missing, damaged, or needing additional cleaning, the resident will be held financially responsible. The Student Life staff strongly recommends using the traditional method of checking out, which has a residence hall staff member present at the time of check out.
- i. **Any student who moves out of housing has 7 days after the completion of the Fall semester, and 14 days after completion of the Spring semester to fill out the Exit Form and request their damage deposit. Failure to do this within the time period will result in forfeiture of the damage deposit.**

PAYMENT

1. The resident is responsible for paying housing fees upon billing. Students are billed the total housing fee and a \$220 damage deposit.
2. An Agreement may be cancelled by the University for nonpayment of housing fees. Cancellation does not relieve the resident of the responsibility to fulfill the financial obligation of the Agreement.
3. Outstanding housing fees are debts owed to the University. Nonpayment of housing fees may result in University action including, but not limited to, the withholding of transcripts, prohibiting registration, eviction from University housing and preventing graduation. If collection procedures become necessary because of delinquency in housing fees or service charge payment, the resident will be required to pay collection fees, attorney's fees, and court cost. Damage deposits will be applied toward debts owed to the University.
4. Make checks or money orders payable to: *Webber International University*. All funds must be in US dollars.

DEFERMENT FOR FINANCIAL AID RECIPIENTS

1. Deferments may be granted provided the official notification of Financial Aid Award shows an amount sufficient to pay tuition fees AND housing.
2. Deferment requests are subject to approval by the Vice President of Finance or designee. If a deferral request is denied, the resident must pay all outstanding housing fees upon billing.
3. The \$220 damage deposit cannot be deferred and is required for acceptance to the University.
4. All outstanding housing fees are to be paid at receipt of billing statement. Some Federal and State financial awards will be sent directly to the University and will be “net checked”. A “Net Check” results in the award being applied to all debts owned to the University before any remaining funds can be given to the student. Failure to make full payment of deferred housing fees will result in the loss of future right to defer housing fees, late charges, or both.
5. Federal Financial Aid recipients who withdraw from the University during the semester are subject to federal guidelines for returning federal funds, this may result in a debt to the university.

ROOM ASSIGNMENT

1. Webber International University is an equal opportunity institution and, as such, assigns University housing space to qualified enrolled degree-seeking students without regard to race, color, religion, national origin, disability or age, in accordance with the University’s respect for personal dignity.
2. The standard accommodation is a room occupied by two or three persons of the same gender. Current residents who participate in the room selection process will have the privilege of expressing a preference of roommate(s). Requests will be made and honored according to the established room selection procedures. However, there is no guarantee of assignment to a specific room.
3. The University will attempt to honor roommate requests when all applicants involved have indicated each other on the *Application for University Housing*. There is no guarantee applicants will get the roommate(s) of their choice. Applicants who have not expressed a roommate preference will be assigned a roommate by the University.
4. Accommodations may be occupied ONLY by students to whom they are assigned. Students are not permitted to allow any part of their assigned space to be shared by individuals not assigned by the University. Rooms may not be sublet to another person.
5. Students may not refuse or prevent an assigned student from residing in their assigned space. If a student refuses or prevents a new occupant from residing in an assigned space, disciplinary action, single room rental fees, or both, may be imposed on the refusing resident.

Self-Regulated Visitation

All guests must register at Babson Center. During the daytime and regular Office hours, guests register with the Receptionist. After 5:00 p.m. weekdays or anytime on weekends, guests must register with security. Residence halls are locked from 12:00 a.m. until 7:00 a.m. every day. Resident students who wish to have a guest during this time may register the guest with the Security on duty. The resident student is mutually responsible for the guest, and must be with their guest at all times.

Off campus students are considered guests in the residence hall between 12:00 a.m. and 8:00 a.m. and must be a registered guest of a resident student. Resident students who wish to host a guest after hours must document the arrangement with roommates through the Roommate Contract. Conflict in the absence of this agreement may result in disciplinary action. Only those students assigned to a room may reside in that room. Abuse of the visitation policy is cause for disciplinary action.

Residents may have an overnight guest in the Miranda, A, B, and Camilla residence halls for three nights at no charge. Residents of Grace Hall are not allowed to have overnight visitors due to the community bathrooms. All overnight guests must register with Security. There is a 3 day limit on consecutive days on a guest's visit in the residence hall. A student is only allowed to have a guest(s) stay for a total of 7 day per semester. Residents must register their guest with security 48 hours prior to the guests' arrival. Students who will be hosting a guest must obtain a written statement from all roommates of approval for a guest. Guests must obtain a temporary parking permit, failure to make parking arrangements may result in towing of the vehicle. An abuse of the spirit of this policy may be considered cohabitation, which will result in fines and or disciplinary sanctions. Due to the nature of our housing tenants, parents, grandparents, aunts and uncles, or guardians, will not be permitted to stay overnight in the dorm room with the student.

A Student may not enter another student's room without permission. Failure to obtain permission will be considered unwelcomed and unlawful entry and will result in disciplinary sanctions.

ROOM ASSIGNMENT PRIORITY

1. In general, all applicants are assigned rooms according to the date in which a completed and signed *Application for University Housing* and a housing deposit (\$220.00) is received by the Business Office.
2. Preference for housing is offered using the following criteria:
 - a. Returning Seniors who apply before the deadline
 - b. Returning Juniors who apply before the deadline
 - c. Returning Sophomores who apply before the deadline
 - d. Incoming transfer students who apply early
 - e. Incoming transfer students who apply before the deadline.
 - f. Incoming Freshman who apply before the deadline.
 - g. Returning students who do not apply before the deadline.
 - h. All others.
3. During times of high occupancy or waiting list, consideration may be given to an applicant's commuting distance and to individuals who reside out-of-state or country.
4. All housing changes will be conducted at the discretion of the Housing Coordinator, and are subject to change

CHANGES IN ROOM ASSIGNMENT

1. Room changes may be made only after written approval is communicated from the Student Life Office. Monetary charges, disciplinary action, or both, will be assessed for infractions.
2. No changes will be made based on age, race, religion, national origin or disability.

3. Failure to follow established room change procedures will constitute breach of this agreement and may be grounds for its cancellation, charges for occupying a second room, disciplinary action or any of the foregoing.
4. **The University reserves the right to reassign a resident due to unforeseen events, including, but not limited to enrollment fluctuations, facility problems, staff changes, etc.**

ROOM CAPACITY

The University reserves the right to reassign or adjust occupancy, including increasing the capacity of a room to accommodate an additional resident due to unforeseen events.

Furniture

Furniture may not be removed from any dorm room in any building without written permission. Dorms with wooden furniture, beds, wardrobe-dresser, and desks may not be moved with out written permission from the Housing Coordinator. If a student moves this furniture with out permission from the Housing Coordinator, fines will be assessed to the individual in the room.

CONSOLIDATION

Consolidation is defined as the moving together of residents who are paying for a double occupancy room but for some reason, not necessarily because of their actions, are in a room by themselves.

1. **Double rooms are to be occupied by two persons. If one of the occupants does not claim his or her assigned double room space or moves, the resident who remains agrees to accept an assigned roommate, move to another double room upon request, or to have his or her room upgraded to a single room, when available, and pay the difference in order to keep a double room as a single.**
2. **The University reserves the right to consolidate vacancies by closing rooms.**

MEDICAL REQUESTS FOR PRIVATE ROOM OR RELEASE FROM AGREEMENT

1. The following information is to be provided by an individual requesting a private room or a release from the Housing Agreement on the basis of medical or American's with Disability Act (ADA) reasons:
 - a. A written request from the individual requesting the private room/release.
 - b. Written verification from a licensed physician. Minimum requirements of the verification are:
 - I. Formal Diagnosis
 - II. Treatment Plan
 - III. Explanation of how a single room or withdrawal from University housing relates to the treatment plan.

(NOTE: The medical treatment must comply with recommended American Medical Association practice).

- IV. Physician's name, title, address & phone on letter head

All information is to be sent to the Student Life Office. The information may be reviewed by a licensed physician, the Housing Coordinator, the Dean of Student Life, the Leadership Team, or all of the above.

HOUSING AGREEMENT CANCELLATIONS & UNIVERSITY WITHDRAWAL

1. This Agreement is in effect for the period stated on the *Application for University Housing*. Any applicant who has not cancelled his or her Agreement before the first day of residence hall opening will be responsible for all housing fees.
2. Should the student withdraw from University classes, the student is required to vacate his or her assigned space within forty-eight hours of such withdrawal. The student's failure to provide written notification to the Student Life Office of withdrawal from the University will result in the student's continued responsibility to pay housing fees, despite having vacated the premises, until official written notification of withdrawal is received by the Student Life Office or until the University Housing Agreement is cancelled by the Student Life Office. See Enrollment Agreement for refund details.
3. The University may evict the resident if the resident fails to meet the full terms and conditions stated herein, or for any violation of University housing regulations. In the event of an eviction, the resident will be given reasonable notice, except where the University determines that the continued residency of the resident could pose a danger to the health or general well-being of the resident or other members of the residence community, in which case the resident may be evicted upon notice. A resident who is evicted from University housing will continue to be responsible for paying all applicable housing fees for the current term. Eviction from University housing does NOT relieve the applicant of the financial obligations for the term.

****REFUND POLICY FOR DORM CHARGES****

If a previously enrolled student wishes to move off-campus and is eligible, he or she must cancel the Housing Application, Agreement and Meal Plan by the first day the Residence Halls open. Failure to do this, he or she will be responsible for 100% of University Housing and Meal Plan Fees.

MICROFRIDGE RESERVATION

1. A Micro Fridge is an appliance which comes complete with a microwave, a freezer, and a refrigerator. It is energy efficient and safe (no exposed heat heating elements) and meets all fire and safety codes for multiple unit housing.
2. Micro Fridge rental is for two semesters (Fall and Spring). An additional rental fee is assessed for summer terms.

MEAL PLAN

1. All students are required to have either Meal Plan A or Meal Plan B. All **Freshmen** living in the Residence Hall are required to have Meal Plan A for Fall and Spring terms. Students have until 12:00 noon on the first day classes begin to change the meal plan if they are eligible.
2. Meal Plan A consists of three meals per day Monday thru Friday and two meals per day Saturday and Sunday. Meal Plan B consists of 200 meals of the students' choice during the semester. The meal plans are only good in the dining hall.
3. Some international student scholarships require a student to be on Meal Plan A. It is the students' responsibility to know the terms of their scholarship. Adjustments if necessary will be made to Meal Plan choice.

LIMITATION OF UNIVERSITY LIABILITY

The University is not liable for damage to or loss of personal property in the Residence Hall or on Campus Property or for failure or interruption of utilities. Students are encouraged to secure their own, car, and personal property loss insurance.

RESIDENCE HALL HANDBOOK

The University publishes a *Student Handbook* to all students at WIU. Students are responsible for obtaining/viewing a *Student Handbook* and for making themselves aware of the policies and regulations governing the residence halls. Students can download or view the handbook via the WIU intranet.

Housing Agreement Changes:

The policies contained in this booklet may be changed as needed. Effort will be made to notify students in writing or by announcement, of any charges which are necessary.

COMMONLY ASKED QUESTIONS

How can I be sure that I get the roommate that I requested?

If the request is mutual, all student information is accurate, and both applications are received prior to deadline, you should be able to get the roommate you request. After the deadline, we will continue to make every attempt to place mutually requested roommates together, depending on space and availability.

When do I find out who my roommate is?

Contact the Housing Office after July 1st, 2013 (for Fall semester) and after December 12th, 2013 (for Spring Semester) to determine your accommodation.

Could my room assignment change before I arrive on campus?

Yes, the University reserves the privilege of reassigning rooms and consolidating as needed.

What if I don't like my roommate?

Seek the assistance of your RA in trying to resolve any problems. If all options are exhausted, a transfer period occurs during the second week after classes begin. Contact the Student Life Office to request a room change.

What if my roommate moves out and I have an empty space in my room?

Another student may be assigned immediately, or consolidation procedures will go into effect during the fourth week of classes.

Can I just change rooms?

Not without written approval from the Student Life Office. An additional fee will be charged for improper room changes.

May I have an overnight guest?

Yes. Prior written approval must be obtained from your roommate. Cohabitation is prohibited.

If my friends damage items in my room, am I responsible?

Yes. You are responsible for the actions of your guest(s) and will be held liable for all damages by your guest(s).

Who may enter my room?

Authorized University personnel may enter your room without your permission for maintenance, housekeeping, fire and safety inspections, and inspections for damage. In addition, when authorized personnel have reasonable belief that a violation of University regulation, local ordinance, state or federal statute has taken place, or for any emergency purpose, they may enter your room without notice.

Are the Residence Halls open during Thanksgiving, Christmas, Spring Break or Summer Break?

No. The Residence Halls are closed during these break times. We encourage students to make off campus arrangements. However, if you need to stay on campus you will need to register with the Student Life Office and there will be a \$20.00 charge per night. The campus will be closed and food service is not available.

Do I have to relocate my personal belongings between semesters and holidays?

During the Thanksgiving and Spring Breaks, you can keep your belongings in your assigned room. During the break between Fall and Spring semesters, you can keep your belongings in your room unless you have been approved for a room change. If you are changing rooms, you must move to your new room before you leave for the Winter break. During the breaks between Spring and Summer or Summer and Fall, you will have to remove all of your belongings. Webber International University is not responsible for damage or theft of personal belongings that are left in the Residence Halls over school breaks.

Is there a curfew in the residence halls?

No. Students living in University housing may make their own decisions regarding when to come and go. Roommate communication is strongly encouraged via the Roommate Contract.

What about Renter's Insurance?

The University does not carry insurance on your property. You are encouraged to review your parent's homeowners insurance or to carry your own insurance. Applications for renter's insurance are available in the Student Life Office.

Can I have a car on campus?

Yes. Parking is available near the residence halls. Students must obtain a parking permit when they arrive on campus.

Are there cooking facilities?

No. However, Micro-Fridges are made available for rental.