

OFFICE OF RESIDENCE LIFE

bw.edu/student-life/housing

RESIDENCE HALL CONTRACT FOR HOUSING 2019-20

Please read carefully prior to signing this contract. **The Residence Hall Contract is for the entire 2019-2020 academic year** (fall and spring semesters), excluding semester breaks. When a student enters the University the beginning of spring semester, the contract is for spring semester only. The student must be a full-time student in order to apply and reside in campus housing (minimum of 12 credit hours). If at any time the student drops below 12 credit hours, the Office of Residence Life reserves the right to terminate this contract.

Students are required to live in campus housing for their first two years at Baldwin Wallace University. Exceptions to this requirement must be made via the Residency Exemption Form and submitted to the Office of Residence Life.

THIS CONTRACT, by and between BALDWIN WALLACE UNIVERSITY and the above-named student, hereby entered into according to the terms and conditions below:

Terms of Contract and Occupancy: BALDWIN WALLACE UNIVERSITY will provide the student with residence in a University residence hall during the 2019-2020 academic year. BALDWIN WALLACE UNIVERSITY will provide the student with board according to the meal plan established by the University. The student agrees that this Contract is for the entire academic year and agrees to pay for room for the full academic year. An exception will be made for students who enter the University for spring semester. Their contract will be for spring semester only. If the student's Contract commences after the beginning of the academic year or after spring semester begins, payment will be on a weekly pro-rated basis.

Room Rates: Room rates for 2019-2020 will be available on the Baldwin Wallace website at bw.edu/student-life/housing.

BALDWIN WALLACE UNIVERSITY will make every effort to assign accommodations to student preference, but the University will not guarantee assignment to a particular residence hall, type of accommodation, specific roommate, or single room. Students with appropriate documentation of a disability that require special accommodations should contact Disability Services at 440-826-5936.

BALDWIN WALLACE UNIVERSITY reserves the right to:

- A. Change or cancel room assignments in the interests of order, health, safety, or discipline.
- B. Reassign students when vacancies occur during the year in an effort to consolidate rooms.
- C. Charge a fine of \$100 if a vacancy occurs in a room and the room is not ready for a new roommate.
- D. Mandate that any student living in a room by his or herself that is designed for triple or quad occupancy be moved to a different room where occupancy requirements will be met.
- E. Inspect all rooms for purposes of fire protection, sanitation, safety, maintenance, and rule enforcement.
- F. Reassign abandoned spaces.

Deposit: For RETURNING STUDENTS, a \$150 housing deposit must be on file or paid by the returning student no later than March 1, 2019. If written notification of intent to live off campus is received prior to June 1, 2019; the \$150.00 deposit will be applied to the student's tuition bill. Any student whose deposit has not been forfeited prior to school opening (see table of refund and contract release dates), will have the deposit held until the student graduates. The deposit is forfeited whenever a contract is unfulfilled.

Break Housing: The residence halls are considered **CLOSED** for Winter break and Spring break. Students seeking housing during periods when the halls are closed may apply for break housing and, if approved, will be charged \$120 per week. A student must receive special permission if they apply late for break, and if approved, will be charged \$25 late application fee. Students staying during break may be temporarily relocated to another hall.

Early Arrivals: All early arrivals **MUST** be approved in advance by the Office of Residence Life and will only be approved in the event of extenuating circumstances. Students approved to arrive earlier than the posted official opening day for both fall or spring semester will be charged the rate of \$25 per day. Late applicants will be charged a \$25 late application fee.

Liability for Loss of Personal Property: BALDWIN WALLACE UNIVERSITY shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the student for any cause whatsoever, whether such losses occur in the student rooms, storage rooms, public areas, or elsewhere in the hall. Students are advised to keep their rooms locked and to carry personal property insurance.

Responsibility for Damage or Loss: The student agrees to be liable for damage or other loss incurred to the building, room furniture, fixtures, and equipment. Damage within a room is the responsibility of the students assigned to that room. Damages that occur in public areas (e.g., restrooms, lounges, etc.) that are not attributable to a specific individual or group shall be shared equally among all residents resulting in a loss of funds in the Damage Prevention Program.

Rights, Rules, and Regulations: The student agrees to observe and abide by all BALDWIN WALLACE UNIVERSITY rules and regulations as found in the Student Handbook and any amendments thereto. It is the responsibility of the student to become familiar with the University rules and regulations. Ignorance of the rules and regulations does not exempt the student from the responsibility of abiding by them. While fulfilling their administrative responsibility to enforce University regulations, members of the Residence Life Staff may enter student rooms at any time.

Termination: BALDWIN WALLACE UNIVERSITY may terminate this Contract and take possession of any room at any time for violation of any provisions herein or when it is in the best interest of BALDWIN WALLACE UNIVERSITY or of the student. The University may terminate this

Contract and require the student to vacate the residence hall upon determination that the student has violated a provision of this Contract or violated an applicable standard of conduct; when the student's presence in the residence hall poses an immediate threat to person or property, as determined by appropriate University personnel, the student may be required to vacate the residence hall immediately until a hearing on the matter is held. A determination that the student violated a provision of this Contract, or has violated an applicable standard of conduct, may be made only after the student is given written notice of the alleged violation and the right to be heard on the matter. This Contract is automatically cancelled if the student's enrollment is officially terminated through withdrawal or dismissal from BALDWIN WALLACE UNIVERSITY

Release from Contract:

Prior to checking in to a housing assignment **OR prior** to semester start, whichever occurs first:

⇒ Submit e-mail (reslife@bw.edu) or letter to the Office of Residence Life; 1st and 2nd year must complete Residence Exemption form.

After checking in to an assignment **OR after** semester start, whichever occurs first:

⇒ Submit a **Petition for Contract Release** to the Office of Resident Life*. The student must show just cause for termination (major unforeseen circumstance.) The contract will not be terminated solely for the purpose of living off-campus or to commute from home. A student submitting a **Petition for Contract Release** remains obligated to all housing policies and charges unless notified in writing that his/her **Petition for Contract Release** has been approved. A proper checkout is required by the student granted a release.

*A **Petition for Contract Release** will not be required for the following circumstances: graduation at mid-year, withdrawal/transfer from the University and participation in the University's Study Abroad program. A proper checkout is required.

Table of contract release dates/requirements and refunds:

Procedure	Date	Paperwork	Action
Deposit Must be On file	March 13, 2019	e-mail notifications to those without deposit on file	Space reserved
Release from Contract	Prior to June 1, 20170	Email or letter notification; 1 st and 2 nd year must complete Residency Exemption form if attending BW	Approved – Deposit applied to student bill Not Approved – Billed for entire term of housing contract
Release from Contract	June 1, 2019 until check-in or semester start, whichever comes first	Email or letter notification; 1 st and 2 nd year must complete Residency Exemption form if attending BW	Approved – Deposit forfeited if attending BW; not billed for housing Not Approved – Billed for entire term of housing contract
Release from Contract Extenuating Circumstance	After check-in or semester start, whichever comes first	Petition for Contract Release	Approved – Deposit forfeited; refund pro-rated room cost Not Approved – Billed for entire term of housing contract

** Deposits will be applied to student bill for graduation and withdrawal/transfer; deposit will be held for Study Abroad participants returning to campus. If a student is otherwise eligible for a refund, the request must be made in writing to the Office of Residence Life or the deposit is forfeited whenever a contract is not fulfilled.

Refund Schedule (Refund schedule begins on check-in or semester start, whichever comes first, and follows actual days lived in as opposed to business days.

Prior to check-in or semester start	100%	22-28 days	50%
1-14 days	90%	29-56 days	25%
15-21 days	70%	57+ days	0%

The rates, dates, refund, or other policies set forth in this Contract supersede conflicting rates, dates, refund or other policies as they may appear in other documents.