

# ***SUMMER STUDENT OCCUPANCY AGREEMENT***

## **WEST CHESTER UNIVERSITY**

This document constitutes an agreement between the student-resident (hereafter called “resident”) and West Chester University (hereinafter called “University”), acting by and through its Office of Residence Life and Housing Services, and sets forth the terms and conditions on which the resident will occupy the premises in the University residence halls. The University provides accommodations for scheduled students only. All residence hall students must be on an approved University meal plan. This Agreement in effect for the period of time the undersigned student has applied for summer accommodations in any of the residence halls.

1. The Agreement is binding for the period of time applied for. Cancellations must be made in writing and will be pro-rated as appropriate.
2. All students are expected to follow all rules and regulations as outlined by the Commonwealth of Pennsylvania and the Borough of West Chester and/or the Township of East Bradford. In addition, the current edition of the “Ram’s Eye View” and the “Guide to Residential Living” are incorporated as part of this Agreement. Please see our website for copies of this information. <http://www.wcupa.edu/SERVICES/stu.lif/>
3. In consideration of accepting an assignment, the resident agrees to pay the specified sum for the period. Specifically, these fees are for room and meals.
4. Accommodations are assigned to the resident for the period of time applied for. The Office of Residence Life and Housing Services may cancel the agreement or change the assignment of any student who does not officially check into the residence hall within 48 hours of the expected Sunday check-in date.
5. In consideration of this assignment, the resident agrees to pay the University the sum specified for the requested period. Specifically, these fees are for room and meals.
6. The Office of Residence Life and Housing Services makes room assignments in accordance with lifestyle preferences as the resident may state whenever possible. However, the Office of Residence Life and Housing Services reserves the right to make necessary reassignments (including but not limited to, community and roommate behavior issues, judicial reassignments, and facility repairs and renovations), and this Agreement guarantees a space only and not the specific assignment described above. Assignments are made without regard to ancestry, race, national origin, age, religion, disability, veteran status or sexual orientation. Unauthorized changes in assignments by residents will result in applicable University action, including but not limited to a return to the original assignment. The University does not have accommodations for married students with their spouses or for students with children or dependents.
7. The resident agrees not to damage or otherwise alter the condition of the premises, or appropriate furnishings from the public areas of the halls. The University will charge the cost of any damage to a room or its furnishings to the occupant(s) assigned thereto, and the resident agrees to pay such charges upon notice. Also, the University will charge the cost of any damage to the common areas of any residence hall or its immediate surroundings if the student(s) responsible are identified.
8. No resident is permitted to use residence hall rooms for the purpose of operating a commercial enterprise. No one is permitted to solicit or sell commercial products or services in the residence halls without prior approval. Exceptions must have prior written approval of the Office of Residence Life and Housing Services as per the policy outlined in the “Guide to Residential Living”.
9. The Laws of the Commonwealth of Pennsylvania and University policy in regard to the use of alcoholic beverages and drugs (including illegal or controlled substances) shall apply to all residents within the residence halls or on adjacent grounds of the residence halls. Violations of these laws and policies will result in applicable University and/or civil action, including but not limited to, removal from University housing.

10. The following are prohibited in or around the residence halls: (a) the use or possession of weapons, pyrotechnics, or other materials including flammable substances which may endanger resident health and safety; (b) use or possession of items which pose a fire hazard or cooking appliances such as hot pots, hot plates, toasters, refrigerators (none over 3.6 cubic feet permitted), microwave ovens (none larger than 0.7 cubic feet permitted), halogen lamps and sunlamps, as well as open flames and burning materials (i.e., cigarettes, candles, incense, etc.); (c) unreasonable use of radios and/or other sound equipment which are likely to disturb other residents; (d) the preparation of meals in a resident's room; (e) pets; (f) breaking the screen seal and removing the screen from the window, or disposing of any item from a window; (g) the changing of furniture from one room or area to another; (h) using furniture in a manner other than originally intended (beds placed on bureaus, blocks, etc.); (i) any water-filled appliances or furniture (i.e., waterbeds, aquariums, etc.).
11. Every guest is subject to University rules and regulations and is the responsibility of the resident-host while present in the residence halls. The University reserves the right to deny access to any guest if it is reasonably determined that such person has disturbed, endangered, or disrupted other residents. The University does not condone nor permit cohabitation nor patterns of extended visitation with any person not assigned to the resident's room.
12. The University reserves the right to enter residents' bedrooms for the purpose of maintenance, inspection, repair, enforcement of University rules and regulations, or in cases of emergency. All areas are inspected at the close of the building for University vacations by Residence Life staff members. Areas will also be inspected on a regular basis for safety and health concerns. The University recognizes its responsibility to respect the right of residents not to have their privacy unreasonably disturbed.
13. The undersigned resident agrees to adhere to the published regulations of West Chester University, including the current edition of the "Ram's Eye View", and the applicable laws, ordinances, and regulations of the Commonwealth of Pennsylvania and the Borough of West Chester. In addition, the current edition of the "Guide to Residential Living" is incorporated as part of this Agreement. Violation of this Agreement will result in applicable University and/or civil action.
14. Since the potential danger posed to the residence community by fire is so severe, any resident identified as intentionally, or through negligence, igniting any facility, furnishings, equipment or substance within the residence halls or tampering with fire safety equipment will be subject to applicable University and/or civil action. Tampering includes covering or de-activating a smoke alarm or intentionally causing a detector to activate, or intentionally activating any portion of the sprinkler system.
15. Upon the termination of this Agreement as hereinbefore provided, the resident shall promptly vacate the premises within 24 hours, leaving the same in a condition of good order and repair at such time.
16. All residence hall students must be on an approved University Meal Plan. Transferring a meal card and/or disorderly conduct in the dining hall is subject to disciplinary action. There is a fee for replacing lost/stolen meal cards. Pro-rated refund/credit on meal fees are permitted upon withdrawal if the student properly checks out of the room and receives written permission from the Office of Residence Life and Housing Services.
17. Prior to occupancy, Residence Life and Housing Services staff members will inspect rooms and inventory the contents. When the student vacates the room, a final inventory will be taken and reviewed by the appropriate Residence Life and Housing Services staff. It is the resident's responsibility to arrange for a proper check-out. Students will be charged for lost University property, pro-rated damages, lost keys, and costs for excessive cleaning and all repairs.
18. In the event of a withdrawal from the University, a proper residence hall check out must occur (i.e. return of room key to a staff member or proper use of an Express Check-Out envelope) in order to receive a prorated refund of housing and meal charges. Failure to complete proper check out will result in the student remaining responsible for all applicable charges. There is no refund or credit of the housing fee unless the Office of residence Life and Housing Services has been notified in writing of the cancellation. In addition, appropriate fees will be charged against those who check out improperly.

19. Any student removed from housing for disciplinary reasons will receive no rebate of housing. Meal plans are cancelled upon removal and remaining costs are credited. Meal plans may be continued by contacting the Associate Director of Housing.
20. Smoking of any tobacco product in the residence halls (including student rooms, lounges or common areas) is NOT PERMITTED. Violations of this policy by residents or guests will result in applicable University action including, but not limited to, removal from University housing.
21. The 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, a resident for any cause whatsoever, whether such losses occur in student rooms, storage rooms, public areas, elsewhere in the residence hall, or in baggage related to shipment or storage. The resident is encouraged to carry personal property insurance.
22. Students must be able to care for themselves independently or arrange for services that will allow them to perform normal life functions in the context of a residential setting, including, but not limited to, bathing, dressing, and other personal care issues. This requirement may be met by having either a live-in or live-out Personal Care Attendant, within certain restrictions. Some accommodations are also available for students who have special needs. Additional information, including available services and penalties for non compliance, can be obtained by contacting the Assistant Director of Housing Services in the Office of Residence Life and Housing Services (610-436-3307), or by referencing the WCU Handbook on Disabilities, the "Guide to Residential Living" or on the University web page at [www.wcupa.edu/services/stu.lif/](http://www.wcupa.edu/services/stu.lif/).
23. The College and University Student Vaccination Act requires that all students, prior to moving into University-owned and operated residence halls or apartments, must receive the vaccination for meningococcal meningitis or sign a document stating that the student has chosen to be exempted from receiving the vaccination for religious or other reasons. All residents are required to submit information electronically or sign a document prior to moving into campus rooms/apartments stating that they are in compliance with the law. This statement of compliance with the College and University Student Vaccination Act will be obtained from the Office of Residence Life and Housing Services. WCU recommends that residents have the vaccination prior to arrival on campus. Evidence of vaccination can be documented on the appropriate housing application form or under separate cover from the medical provider administering the vaccine. All questions regarding the vaccine or The College and University Student Vaccination Act, and its exemptions, can be directed to the Student Health and Wellness Center 610-436-2509.

**By signing and submitting a Summer Housing Application, either electronically or on paper, students agree to all terms above.**