

WESTERN NEW ENGLAND UNIVERSITY

RESIDENT STUDENT HOUSING AGREEMENT 2022-2023

The terms of this agreement constitute an offer of housing accommodations and participation in a meal plan by Western New England University of Springfield, Massachusetts (hereinafter called the “University”.) The execution of this form by the Student, through their participation in the housing/roommate selection process for campus residency, including submission of a housing application and the non-refundable housing verification payment or receipt of a waiver for said housing verification payment, constitutes full acceptance of the terms and conditions delineated below.

Violations of this agreement will be addressed through the established discipline processes as outlined in the Western New England University Student Handbook. Further, Student agrees to be bound by University COVID -19 policies and procedures that are communicated through University communications, the student handbook, the COVID-19 webpage (<https://www1.wne.edu/coronavirus/>), or any other University communication. Furthermore Student agrees to adhere by any local, state or federal mandates pertaining to the COVID-19 pandemic.

Given the nature and extent of information in this document, which the University presumes the Student will read in full, an outline of topics is provided below. (

Halogen Lamps
Hazardous Materials
Holiday Decorations
Housing Verification Payment
Personal and Upholstered Furniture
Personal Property Damage or Loss
Pets
Posting in Residence Hall Windows
Public Areas of Student Housing
Quiet Hours and Courtesy Hours
Reduced Capacity Housing
Refrigerators
Requests for Loft Ladders
Residency Requirement and Billing
Room Keys
Room/Suite/Apartment/Townhouse Set-Up & Decorations
Room/Suite/Apartment/Townhouse Inspections by University Personnel
Room/Suite/Apartment/Townhouse Inspections by Non-University Personnel
Safety & Security Related
Smoke-Free Housing
Specific Housing Policies
Special Housing Accommodation Request
Special Interest Housing
Storage
Student Compliance
Tapestries
Unforeseen Circumstances
Weapons, Firearms, Etc.
Weight Lifting Equipment
Withdrawal from the University

1. General Housing Policy:

A) RESIDENCY REQUIREMENT: All first-time, full-time undergraduate students are required to live on campus for their first two years unless they meet one of the exception criteria outlined in the Residency Requirement policy found under “Living On Campus” on the Residence Life website: <https://www1.wne.edu/residence-life/living-on-campus.cfm>. Juniors, seniors and graduate students are encouraged to live on campus as space is available.

B) OCCUPANCY: Student housing is assigned and contracted for the full academic year (or program period for international students and Pharmacy or Occupational Therapy graduate students on rotations), unless the Student graduates or withdraws (voluntarily or involuntarily). Only students assigned to a particular space may live there.

Residence halls and apartments close for Thanksgiving, winter break and spring break except in designated undergraduate student areas (for a fee) and graduate student areas where break

housing is included. Break housing for undergraduate students, though not guaranteed, may be requested, however additional fees apply.

C) **ELIGIBILITY:** To be eligible to live in campus housing, the Student must be actively enrolled and attending classes at the University as a full-time, degree seeking candidate or other approved program and must be at least 17 years of age by the time occupancy begins. Full-time is defined as taking 12 credits or more for undergraduates and 6 credits or more for graduate students.

D) **HOUSING VERIFICATION PAYMENT:** A non-refundable, non-transferable payment (i.e. a housing deposit) must accompany the request for campus housing. Receipt of this payment enables the Student to participate in the housing selection/placement process. Receipt of this payment also verifies previous review of this document, in full, and a commitment to abide by the terms of this document. To obtain campus housing, the Student is responsible for completing all components of the process.

a) For incoming undergraduate students, this payment is due when accepting admission to the University.

b) For current returning undergraduate students, submitting a housing application generates a charge for the housing verification payment on their account. Students are expected to submit their non-refundable non-transferrable housing verification payment by March 11, 2022. Payment must be received at Enrollment Services by this date to be considered paid on time. A late payment means the Student may not be able to participate in the roommate/housing selection process until all other students have selected or been assigned, unless approved for extenuating circumstances by the Office of Residence Life.

c) For graduate students, submitting a housing application generates a charge for the housing verification payment on their account. Graduate students are expected to submit their non-refundable non-transferrable housing verification payment at the time their housing application is submitted. Their application is not complete until the verification payment is paid.

E) **BILLING:** Room and board charges are billed to the Student's account with the University on a per semester or rotation basis. These charges are not refundable and not transferable except as outlined here and in section F below.

The Housing Agreement is binding for the academic year (both fall and spring semesters) or remainder thereof if the agreement begins mid-semester or mid-year. Students who are required to live on campus, or those who are eligible to live off campus but make the decision to change to commuter status after the 12th day of August, will be held financially responsible for their room and board charges. They will not be entitled to any refund of fall or spring room and board charges.

F) **CHANGING TO COMMUTER STATUS:** Students who are required to live on campus may not change to commuter status

campus and notify the Residence Life office in writing by the 12th day of August, may change to commuter status but will forfeit their housing deposit. After that deadline, the Housing Agreement remains binding through the academic year.

a) CURRENT STUDENT

If the Student pays a housing verification payment, indicating their intention to live on campus, but then notifies the Office of Residence Life of their decision to commute before selection starts or within seven days after they select or are assigned a room (written correspondence received by the office as of this date), then a 50% credit on the non-refundable housing verification payment will be applied to the Student's account. If the Student notifies the Office of Residence Life of

2. Assignment of Housing (General): Each student is responsible for participating in the selection process (filling out an application, paying the non-refundable housing verification payment [deposit], finding a roommate and selecting a room). Should a student have difficulty in the selection process, Residence Life is available to assist them.

A) Each current student who has submitted the non-refundable housing verification payment on time must confirm campus housing online within seven days of the end of the room selection process (or offers made to graduate students). Otherwise, the University presumes the Student has made other arrangements for accommodations off campus and is under no obligation to provide the Student with campus housing.

Students who are required to live on campus but neglect to pay the deposit or participate in room selection will be assigned to an available room and billed for the appropriate cost including a meal plan if applicable.

B) The University reserves the right at any time to alter a Student's housing assignment.

C)

C) If approved, the Office of Student Accessibility Services will work directly with the Office of Residence Life in an effort to provide an accommodation that, in the University's judgment, is appropriate and reasonable.

D) Housing accommodation

G) Upon vacating the premises, charges will also be assessed if the space has not, in the University's judgment, been left reasonably clean and properly set up for new occupant(s).

H) The Student is expected to return the key to their place of residence at the time of departure. Otherwise, the key is presumed to be lost and billing will occur for a new door lock and replacement keys for the living space.

I) A request for review of any damage assessment charges and/or fines must be submitted in writing and received by the deadline as stated in the billing notification.

J) Unless a Student has accepted responsibility for damages (in writing, at the time of check-out) or information makes it reasonable to conclude that a particular Student is responsible, all repair and/or replacement costs are divided equally between the occupants of the living space.

5. Room/Suite/Apartment/Townhouse Set-Up & Decorations: Throughout the period of

M)

U) Students may not bring in their own bed frames, mattresses or futons unless granted an exception. Only twin beds, bunk beds or loft-style furniture provided by the University is permitted in campus housing.

V) The use of nails, screws or any other mounting hardware which may damage walls, ceilings

A) Each Student is issued a key to the assigned space in order to keep their living environment secure.

a) In the event of a lost key, a lock change and the issuance of a new key to each occupant will normally occur. The Student is responsible for informing University personnel (e.g. Residence Life, Public Safety, etc) within 24 hours of losing their key.

b) The Student responsible for the key loss will be billed all charges associated with a lock change and a replacement key for themselves and other occupants of the assigned living space.

c) Duplication of a key is strictly prohibited.

d)

b) they failed to secure their living space by modifying, tampering with, or altering any lock, locking mechanism, door and/or window allowing access and egress to the assigned unit;

c) They departed from their living space and left other person(s) present and unsupervised.

D) Sprinkler heads in personal or community living space must not be touched for any purpose.

J) No items should be stored in access/e, door and should be stored in access/e, door and sha61pc611.86 7ss/d i

Hall, or houses where kitchens are provided in the living units. The meal plan is in effect only when classes are in session and during final examinations. First year students must participate in the full meal plan (7 Day All Access).

Sophomores, juniors and seniors living in meal plan required areas may adjust their participation to a modified meal plan (Weekly 12 Meal Plan). A meal plan adjustment occurs online through the online housing system.

Changes to meal plans must be made by the end of the second week of classes in both the fall and spring semesters. Students have until September 9, 2022 to make meal plan changes for the Fall 2022 semester and until February 3, 2023 to make meal plan changes for the Spring 2023 semester.

Board (Meal Plan) Participation - Required - Special Dietary Needs: Exemption from the University meal plan occurs solely for a documented health condition that requires a diet which is medically necessary and cannot be accommodated by the food service provider at the University.

A) It is the responsibility of the Student to inform the Office of Student Accessibility Services of the specific nature of their dietary need and preference to receive a special accommodation or exemption.

B) Written documentation from a medical doctor or licensed professional with expertise in the area of diagnosis must accompany the Student's request.

C) If approved for a dietary accommodation, the Office of Student Accessibility Services will work directly with the Office of Residence Life and Food Service in an effort to provide an accommodation that, in the University's judgment, is appropriate and reasonable.

D) A request for dietary accommodation should be submitted in writing to the Office of Student Accessibility Services. In order to address dietary/meal plan requests in a timely manner, it is highly recommended that information is received by the second week of July. More detailed information is available online at the website of the Office of Student Accessibility Services.

Board (Meal Plan) Participation - Voluntary: Residents of Evergreen Village, Gateway Village, and Southwood Hall may choose to participate in a number of alternative meal plans offered by the University. Student initiated meal plan registration or meal plan adjustments occur online through the online housing system.

Excluding registration/adjustment periods, board participation is binding for the academic year. Absent student initiated online enrollment in a meal plan, non-participation is presumed (except where required by building assignment).

Upon registration for a meal plan or an adjustment in meal plan status, the University will update the board status on the student's ID card to reflect their online participation. Student initiated registration or an adjustment appears in the University's billing records.

12. Alcohol and Drugs: The Student agrees to comply with the University's policies as well as with federal, state and municipal laws and ordinances regarding the possession, use and/or distribution of alcoholic beverages and illegal or controlled substances.

A) The Student agrees that their living space shall not be used for business purposes or for any purpose in violation of University policy and/or federal, state, and municipal laws and ordinances.

B) The University makes a distinction between under-age and legal age residence areas on the campus. The Student agrees to abide by the stipulation that persons who are of legal age may not possess, consume or provide alcohol in any under-age residence facility. These facilities include Berkshire, Commonwealth, (Campus

C) Having guests and visitors is a privilege and may be limited or revoked, subject to the determination of University staff.

D) Displacement and/or inconveniencing of a roommate, suitemate or any other member of the residential community to accommodate a guest or a visitor is unacceptable and subject to judicial action.

E) The presence of an overnight guest or visitor should normally not exceed two consecutive nights and must have the roommate's approval to stay in the room.

F) Any indication that a guest is utilizing campus housing as a place of residence will result in that individual being restricted from University property. Visitors or guests who exceed two consecutive nights or four nights in any seven day period without approval from the building supervisor may also be restricted. The host is subject to judicial action.

15. Assessment of Fines: Individual or group fines may be assess

24. Closing of University Housing: Unless properly registered and/or approved to remain in University housing for specific break periods, undergraduate Students are required to leave University housing during break periods. Access to the living space is not permitted during these times. Additional fees may apply for break housing. Except for summer break, Students are not required to remove their belongings from their assignments. Residents of graduate housing are permitted to remain in campus housing during Thanksgiving, Winter and Spring Breaks.

A) Any Student found in residence when housing facilities are closed, without prior authorization, will be required to immediately depart and will be subject to judicial action and billing.

B) A student may return to campus only at the designated arrival time. An earlier arrival does not obligate the University to provide access to the living space and/or other short-term accommodations of any kind. If approved, early arrival fees may apply.

25. Posting in Residence Hall Windows: Unless approved by the University in advance, posting is not permitted in residence hall windows. The University also reserves the right to require the removal of posted materials in public view that may be deemed threatening, offensive, insulting or might otherwise lead to incivility between members of our community. Banners may not be hung from windows or on the side of residence halls/houses/apartments without approval from Residence Life.

26. Unforeseen Circumstances: The University reserves the right to close residence facilities (or portions thereof) and/or food service operations without reimbursement to the Student in cases of emergency, acts of God, other unforeseen circumstances, including but not limited to pandemics and epidemics, as determined by the University.

27. Specific Housing Policies: The University fulfills its responsibility to inform students as follows: housing facility or area and should refer to other publications (available online and otherwise) for specific information. The Student acknowledges it is their responsibility to be well informed and to use University resources for clarification.

28. Distribution of Information: The University fulfills its responsibility to inform students as follows:

A) During the academic year, information is routinely distributed to the Student through campus mail (a

D) At its discretion, the University may choose to deliver mail in a full mail box to the Student's place of residence or home address. A delivery fee will be billed to the Student's account as well as the cost of postage if the mail is sent to the Student's home address.

E) At the University's discretion, information may be left on a Student's cell phone voicemail.

F) Information is also provided on the University's website, which should be checked on a regular basis.

29. Final Interpretation and Right to Modification: The final interpretation of any and all policies stated herein is at the sole discretion of the University. Furthermore, the University reserves the right to modify this Resident Student Housing Agreement at any time without prior notification.

30. Student Compliance: The Student recognizes that their participation in the housing selection process constitutes a commitment to observe all stipulations set forth in this agreement. The Student also understands that a failure to comply with these expectations shall subject them to accountability through the judicial process. The Student recognizes that their residency in University housing may be terminated at any time for the violation of a court order or any other local, state, or federal mandate.