

Willamette University Housing Contract and Community Expectations

Academic Year 2023-2024

**PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY
IT IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND THE UNIVERSITY
CANCELING THIS CONTRACT HAS FINANCIAL IMPLICATIONS**

TERMS AND CONDITIONS

By signing this contract, you, the undersigned (“student”), agree to the terms and conditions of this housing contract (“contract”). This is not a lease. Neither this contract nor your occupancy of space in university housing is subject to the “Oregon Residential Landlord and Tenant Act.” This contract creates no right to occupy a particular room in a particular residence hall or a particular living space. This contract obligates Willamette University to provide you with housing only as set forth in this contract. All portions of university residence halls remain under the control of Willamette University. Willamette University and those acting on its behalf or at its request may, when warranted, remove any person from the residence halls without resort to the procedures set forth in ORS 105.105 through 105.168. Such procedures are expressly, knowingly, and voluntarily waived by execution of this contract.

The delivery of this contract by Willamette University to the eligible student constitutes an offer of housing and dining (Salem campus only). The execution of this contract by the student and/or guarantor, without modification, and delivery of it to the Office of Residence Life and Housing constitutes acceptance of these terms and conditions. The contract is binding for the entire academic year or portion thereof if entered into after the beginning of the academic year. Current [room and board rates](#) are approved by the Board of Trustees, and are available on the [Residence Life and Housing](#) website.

The university agrees to provide living spaces and services as outlined, subject to accessibility and availability. The university may amend this contract by providing students notice in writing of any changes. No oral representations about university housing by university employees or representatives are binding. The university shall not be responsible for disruption or nonperformance of services due to circumstances beyond its control. It is mutually agreed that all required notice to the student is effective when posted to the student’s university email account.

Meal plans are only offered on the Salem campus of Willamette University. Any information regarding meal plans in this contract applies only to students living in on campus housing on Willamette University’s Salem campus.

Willamette University is not responsible in any way for the loss of or damage to money, valuables or other personal property of students or guests. By signing this contract, the student hereby agrees to hold the university and its agents harmless from any third-party suit, action at law, or other claim resulting from an injury to any person or damage to property while living in a residence hall if that injury arises from unforeseen circumstances or occurrence not the fault of or beyond the control of the university.

Willamette University has the right to terminate this contract at will, and does not offer month-to-month, or temporary housing in the residence halls. The office of Residence Life and Housing reserves the right to refuse housing assignments to any student who has been sanctioned under the [Student Code of Conduct](#), has violated the terms of this contract, or has a delinquent account for housing-related charges.

Willamette University is a smoke-free campus. Smoking any substance on campus, in any form, including but not limited to vaping or electronic cigarettes, is prohibited and may result in fines and disciplinary action. For more information, please see: http://willamette.edu/offices/policies/selected/all_campus/smoke-free/policy/index.html

This contract may be signed electronically by the student if they are 18 years of age or older without a parent’s or guardian’s signature. If the resident is under 18 years of age, a parent’s or guardian’s signature is required. Only the student who is represented on the contract may make changes to their housing options. Any changes requested by the student must be in writing and received by the deadline advertised on the [Housing Calendar](#). A copy of the [contract](#) is available on the Residence Life and Housing website.

Students are held to the standards, rules, and regulations outlined in the [Residence Life and Housing Handbook & Policies](#) and the [Student Code of Conduct](#) as communicated by the office of Residence Life and Housing and the office of Student Affairs. Any legal action brought pursuant to this contract shall be filed in a court located in, or having jurisdiction over Marion County, Oregon. Notwithstanding existing choice of law provisions, Oregon law shall apply to all such actions.

Notice: Anyone who has a felony criminal conviction or pending charges must disclose this information to the Director of Campus Safety in writing prior to entering into the contract. In addition, should any student be convicted of a felony, plead guilty or take other action resulting in a felony criminal record after entering into this contract, the student must notify the director of Campus Safety in writing immediately.

1. ELIGIBILITY

Campus residences are reserved for Willamette University students with full-time registration and attendance in good standing as a Willamette student, payment of all tuition, fees, charges, and compliance with all rules and regulations of the university. Willamette University does not offer married student housing or family housing. In order to be assigned a space in university housing, students are required to complete a housing application by electronically signing the contract via the [WU Housing portal](#). New students are encouraged to complete a lifestyles and likings questionnaire after the contract is submitted.

2. RESIDENCY REQUIREMENT

First year students attending PNCA, Willamette University's Portland campus, are required to live in university housing. First and second year students attending Willamette University's Salem campus are required to live in university housing. The university grants exceptions to the live-on requirement when appropriate. A list of the factors and circumstances considered by the university when determining whether to grant an exception to the live-on requirement can be found [here](#). Students seeking an exception to the live-on requirement may submit a request through the [WU Housing portal](#). Students who have met the residency requirement, or whose petition for a residency requirement waiver has been approved are eligible to submit a contract cancellation request.

Students with a disability or medical condition that may prevent them from living in on-campus housing must gain approval from [Accessible Education Services](#) to live off campus. Documentation is required.

3. PAYMENT

3.1 HOUSING CHARGES

The student agrees to pay room and dining plan fees (Salem campus only) and properly billed charges (e.g., for damage, cleaning, lost keys, etc.). Room and dining plan charges are to be paid each semester in advance unless a deferred payment plan is arranged with the business office. Failure to complete financial arrangements with the business office will result in the cancellation of the contract by the university.

3.2 ACTIVITY FEES

Students residing on campus are required to pay a non-refundable activity fee each semester. Activity fees are used to enhance the student experience in on campus housing.

3.3 CLEANING & DAMAGE DEPOSIT

All students are required to pay a [cleaning and damage deposit](#) before occupying their unit. The cleaning and damage deposit is refundable at the end of the student's contracted term, provided that the unit has been checked by a Residence Life and Housing staff member and meets all cleaning specifications. Students who withdraw before completing the semester will forfeit their cleaning and damage deposit.

4. HOUSING SCHEDULE, CHECK-IN & CHECK OUT

Students are responsible for following check-in and check-out procedures as outlined by the office of Residence Life and Housing. A room condition report is completed for the student's protection.

4.1 OPENING AND CLOSING OF HOUSING AND FOOD SERVICE (Food Service is Salem campus only)

The opening and closing dates for university housing and the first and last meal dates for dining services can be found on the [Housing Calendar](#). Meal plans do not provide for meals during Fall, Winter and Spring breaks. Additional details can be found on the dining services website. Halls close at noon the day following the last scheduled final. Consult the [Academic Calendar](#) for specific dates.

4.2. CHECK-IN

At check-in, students are issued a key to their room. Each resident must complete the check-in process prior to residing in their assigned living space. The check-in process includes arrival on-campus on the assigned date and signing for keys on the

approved check-in date and time. Students are responsible for their key until they check out. Arrival prior to the approved check in date will result in an [early arrival fee](#).

4.3. ARRIVAL DATES

Information regarding check-in dates for each academic term can be found on the [WU Housing Portal](#).

Early Arrivals: If a resident is required by a university department to participate in a specific university program prior to the check-in dates, the resident may submit a request for early arrival. Applications for early arrival can be found on the [WU Housing Portal](#), and is subject to housing's ability to accommodate early. Students who apply for early arrival may check in on the date they have been approved to do so. Students who arrive early without a sponsoring program, or an approved move in date will be charged an early arrival fee.

Late Arrivals: University housing will cancel all room assignments for students who do not arrive by the second day of classes. If a student plans to arrive after the designated check-in dates, they must notify university housing in writing or by telephone prior to the designated check-in date.

4.4. HOUSING CLOSURES AND BREAKS

Students who are returning for Spring semester and continuing to occupy their unit may continue to keep items in their assigned unit over the winter break. Students are required to exit their assigned living spaces by noon on the day following the last scheduled final exams. Consult the [Academic Calendar](#) for specific dates. Students will not have access to their living spaces over the break unless approved through the winter break housing process.

Fall and Spring Breaks: Residence halls are open during fall and spring breaks. Students who wish to stay in their assigned rooms must register to stay on campus. Registration is available through the [WU Housing Portal](#). Overnight guests are not permitted on campus during these breaks. Standard meal plans do not include meals during fall and spring break. Food may be available on campus at an additional cost.

Winter Break: Campus (Salem and Portland) is closed, including residence halls, over winter break. Students who have a need for housing over winter break may apply to stay. Applications for winter break housing can be found on the [WU Housing Portal](#). If approved, students may stay in the residence halls during the university's winter break for a fee of \$500. University housing may temporarily relocate students who remain in the residence halls during winter break to consolidate living areas with other students. Students will return to their regular room after winter break. The timeline for winter break housing can be found on the [Housing Calendar](#). Unauthorized students found within secured buildings during winter break may be referred to the conduct process.

4.5 CHECK OUT

It is the duty of the student to return the unit to its original state at the end of the contract term, with reasonable use and wear to be expected. Reasonable use and wear are understood to mean the gradual deterioration resulting from use, lapse of time, and the operation of the elements, despite the student's care. A student has properly checked out when they have followed the process outlined by Residence Life and Housing.

Students are responsible for the cleaning of their living spaces and the cost of their cleaning supplies. If a unit is not left in "move-in ready" condition at check out, the cleaning/damage deposit will be applied to cleaning, damage, and replacement charges accrued. If the forfeited cleaning deposit does not cover the cost of returning the unit to its original state, the assigned student is responsible for the amount owed and will be billed accordingly. Failure to return a room key at checkout will result in a lock change. Lock change charges will be billed to the assigned student's account.

5. HOUSING ASSIGNMENTS, OCCUPANCY & DINING SERVICES (Dining Services for Salem Campus only)

5.1 LIVING SPACES & AMENITIES

Upon assignment, Willamette University agrees to provide eligible students with a residential unit for the academic year or portion thereof. The university agrees to assign space and provide dining only after the applicant has completed the application via the WU Housing portal. Enrollment at the university and confirmation of a housing and dining plan (Salem campus only) assignment is considered binding. Therefore, actual physical occupancy of the living space by the assigned student is not necessary to constitute occupancy.

- A. All students shall be provided with a bed and mattress, desk and chair, storage for clothing, and central room light. As a part of unit costs, the university will provide housekeeping services for public areas, public restrooms, utilities, and maintenance.

- B. Student living spaces and furnishings provided therein are to be used in the manner for which they are designed. University property, including student room and lounge area furnishings, may not be moved within the building or from one living space to another. Residence Life and Housing will not remove a room's furnishings to allow a student to bring their own furnishing, except in cases of meeting approved accommodation needs.
- C. All damage shall be repaired or replaced at the student's expense. Vandalism will result in a student conduct referral. All missing, broken, or damaged articles or equipment described in the inventory, or any other items furnished to the student by Willamette University, shall be charged to the student for the replacement cost.

5.2 ASSIGNMENTS & CONSOLIDATIONS

The office of Residence Life and Housing is responsible for developing and implementing a process to assign university housing to students. The university reserves the right to make assignments and adjustments as needed. Circumstances may require that a residence or portion thereof be closed or re-designated, and students may be required to move from their originally assigned rooms. The university reserves the right to immediately assign or reassign space and/or students as necessary. **When a vacancy occurs, the university reserves the right to assign a new occupant, or move a student.** Unassigned spaces should be move-in ready, presenting no inconvenience to the newly assigned student. It is the responsibility of the student already assigned to the room to ensure the readiness of that space. The current occupant must maintain the following conditions: beds/mattresses are separated and any furniture provided by the university must be kept empty, unused, and clean. Failure to comply with the new assignment, or prepare the space for a new occupant may result in a conduct review. The following guidelines apply:

- A. Assignments to on-campus housing are made by Residence Life and Housing and are considered permanent throughout the academic year.
- B. Priority for assignments is based on academic class and on-campus residency seniority and one's current occupancy status. Types of accommodations and requested roommate preferences are honored when possible.
- C. Salem campus students who opt to Renew their Existing University Placement (RE-UP) in the housing selection process in suites or multi occupancy apartments with three or more residents must comply with the following:
 - i. Each unit will contain at least **two current students** to RE-UP, **plus** the new student to fill the unit.
 - ii. If the current student(s) who secured the suite by going through the RE-UP process decides to cancel the contract and move off campus prior to the Fall semester, then the new student who was invited in to fill the unit may not retain it. The suite will be offered to the next group on the waitlist.

5.3 REQUESTS TO CHANGE ASSIGNMENTS

Requests to change rooms are considered two (2) weeks after the no-show deadline, and must be approved by Residence Life and Housing staff. If a student is approved to move elsewhere on campus, it is their responsibility to complete the residential transfer process within three (3) business days. Changing rooms without authorization or failure to follow the assignment change procedure may result in disciplinary action. At the discretion of Residence Life and Housing staff, a room clean charge may be assessed in order to prepare the vacated space for a new occupant.

5.4 RATE CHANGE MOVES

Students who wish to make a qualifying rate change move (i.e., multiple room to single room or apartment) may contact Residence Life and Housing to inquire about availability and/or place their name on the waiting list. If a waiting list is kept, it will be in order of request received. Students who are granted a room change are responsible for any financial difference from one living area to another.

5.5 STUDENT RESPONSIBILITIES - LIVING SPACE & CONDITION

- A. Students are responsible for the upkeep of their assigned living spaces including ensuite bathrooms. Students are expected to keep them in an orderly, safe, and sanitary condition. Students are responsible for taking out their trash and recycling to a central collection area on a regular basis to avoid pests, odors, and additional facilities charges. Students will be billed for any extra cleaning if needed.
- B. Students are not permitted to make alterations to their room/suite or to the furniture. Removing beds or other furniture from the assigned unit is not permitted. Students will be billed for damages that occur and for any alterations that they make to the unit or furnishings during their occupancy as indicated on their room condition report. The following items are not permitted in living spaces:
 - unauthorized bunk beds - students should submit a maintenance request for bunking beds
 - lofts (e.g., raising the bed off the floor in any manner not consistent with manufacturer specifications),
 - waterbeds or other construction additions,

- cinder blocks, nails, tape or anything that damages windows/walls/ceilings/doors (e.g., duct tape, gaffers tape, hooks, nails, bolts)
- C. Students in under-assigned units are expected to keep **the open side of the room clear and ready for occupancy (i.e., a roommate) at all times.**
 - D. Students may not paint their living spaces.
 - E. Window screens may only be removed in case of an emergency. Damage occurring from removal of a window screen and/or charges incurred to replace window screens is the responsibility of the student(s).
 - F. Students are responsible for immediately reporting any unit maintenance or pest control needs, damages, or losses by completing a [Maintenance Request](#) form (Salem campus), the [ArtHouse maintenance email](#) (Portland campus) or informing a Residence Life and Housing staff member. Damage to university property or loss within a student's living space is the joint responsibility of the students assigned to that space. Students share responsibility for their building. Any damage, vandalism (including graffiti) or loss to public areas (including bathrooms) will be their joint financial responsibility. This includes failure to clean up bodily fluids. Any extra costs incurred to repair and/or clean public areas, including student kitchens and common area furnishings, will be equally split and assessed to the entire residential community or portion thereof if the responsible party is not identified.
 - G. Students are responsible for their own personal property insurance and liability coverage for damage, loss/theft of property, or fire.
 - H. All residences have an access system for entry. Compass Cards (student ID cards) are used for the cardlock system on the Salem campus and key fobs are used at ArtHouse in Portland. If an access card is lost or stolen in Salem, it is the student's responsibility to report the missing card to Campus Safety to get a new card. If a key fob to ArtHouse is lost or stolen, notice to the ArtHouse maintenance must be given in the form of an email. Students may not lend their fob or ID card to anyone for any purpose.
 - I. Keys may not be duplicated. If a key is lost or stolen, it is the student's responsibility to report the missing key to Residence Life and Housing. All lost or stolen keys will result in a lock change. The assigned student's account will be charged for any lock fee expenses.

5.6 DINING SERVICES (Salem Campus only)

- A. Compass Cards (student ID cards) hold meal plan information and are required to use the dining plan and flex dollars.
- B. All students living in university housing are required to participate in the Willamette dining plan program, unless their on campus housing assignment is equipped with a kitchen or kitchenette.
- C. The university shall provide meals regularly to students who purchase meal plans, subject to the dining service board schedule (does not include Fall, Winter, or Spring Breaks). The [Housing Calendar](#) outlines the days covered by the meal plans.
- D. Willamette offers three (3) dining plans to residential students based on the number of meals per week a student will consume, assuming one meal per meal period. All dining plans include flex dollars, which are placed on the student's Compass Card and can be utilized like a declining balance for "a la carte" items. Each dining plan consists of 10, 14, or 19 "all you care to eat" (AYCE) meals plus a designated amount of flex dollars.
 - 19-Meal Plan + \$50 Flex Dollars per semester
 - 14-Meal Plan + \$150 Flex Dollars per semester
 - 10-Meal Plan + \$250 Flex Dollars per semester
- E. Students who desire to change from one plan to another may do so in the [WU Housing portal](#) by Friday at 11:59 PM PST of the **first full week of classes each semester.**
- F. No credit is issued for AYCE meals not consumed.
- G. Dining plan flex dollars are front-loaded each semester. Dining plan flex dollars carry over from the Fall to Spring semester for students who remain on the Willamette dining plan. Flex dollars remaining at the completion of the Spring semester are non-refundable. If a student moves off the plan and has used dining plan flex dollars in excess of "their-to-date average", they will be billed for the additional flex dollars. Students who move off the Willamette dining plan (e.g., to a university-owned apartment, off-campus, semester abroad program, or graduation at semester) receive no flex dollar carry-over credit or refund.

6. ADA & ACCOMMODATIONS

Students requesting campus housing accommodations due to a health or disability-related matter must submit appropriate documentation to the office of [Accessible Education Services](#) (AES) for approval. Emotional support animals must be endorsed by the office of Accessible Education Services, and approved by the office of Residence Life and Housing. The

office of Residence Life and Housing will distribute the application for an emotional support animal once an endorsement from AES is received by the office of Residence Life and Housing.

7. CONTRACT CANCELLATION

Contract cancellation requests must be submitted in writing to the office of Residence Life and Housing by the student assigned to the space in question unless they are unable to do so, or are underage. If a student is withdrawing or taking a leave from the university, charges are calculated from the date the student officially checks out with their housing staff member, not the date the student withdraws from the university. Dates for determining housing charges are based on the academic calendar. Students who withdraw and/or move out of a residential facility after the last day to withdraw from full semester classes, for any reason, will be charged 100% of the room costs for the semester. Students who are suspended or expelled from the university forfeit all refunds of housing room and board fees.

However, in no case will prorating of charges be based on a check out date earlier than the date the student officially withdraws from the university. The student must continue to make payments due under this contract unless and until the student receives written notice of cancellation. Submission of a contract cancellation request does not guarantee approval. If the cancellation request is approved, the student will be relieved of further obligations under this contract and their account will be adjusted accordingly. In the event of a contract cancellation that is initiated by a student, a prorated charge for the dates in residence and dining will be assessed, in addition to a contract cancellation fee. **The fee schedule for canceling this contract to move off campus is outlined in section 7.4.**

Students who live in campus housing for only a portion of the semester will be assessed dining plan charges on a prorated basis and dining plan flex dollars will be taken to zero. Housing charges will be processed as follows:

- A. Students who withdraw and/or move out of a residential facility during early arrival/orientation through the first Friday of classes, for any reason, will be charged the equivalent of prorated room costs for a minimum of five (5) days.
- B. Students who withdraw and/or move out of a residential facility after the first Friday of classes through the last day to withdraw from full semester classes, for any reason, will be charged the equivalent of prorated room costs for their time of occupancy for the semester.

If a student (or the university) severs this contract the student will be billed the cost of any flex dollars used in excess of the "to-date average" based on the *Declining Balance Calendar* available from housing and Bon Appétit (Salem campus only).

7.1 CANCELLATION BY THE STUDENT

Subject to the submission of proper documentation and the approval of Residence Life and Housing, a contract may be canceled under the following stipulations. Each submission will be determined on an individual basis. Cancellation fees may apply.

- A. The existence of a documented injury, illness, or medical condition that occurs after the contract was signed, which cannot be accommodated within the residence hall system or that necessitates withdrawal from the university.
- B. Induction into the military service or military absences that necessitate a change in residence.
- C. Voluntary withdrawal from the university during the Fall or Spring semester or at the end of the Fall semester due to graduation, enrollment at another university, or leave of absence.
- D. Internships or practicum requirements that necessitate residence away from campus, if the student will not return to housing during the remainder of the contract period.
- E. The existence of an extenuating circumstance or demonstrated need other than voluntary withdrawal from the university, including drastic reduction in financial resources following execution of the contract, unusual health problems, and other exceptional changes in the student's status.
- F. Students are advised not to sign off-campus housing leases until they have been formally notified of their release from the contract. Signing an off-campus housing lease does not serve as a reason for contract cancellation approval. Students who sign an off-campus housing lease before being approved for a university housing contract release will still be responsible for their housing and dining charges for the academic year.

Any occurrence that prevents the university temporarily from rendering full performance under this contract, such as war, fire, flood, or other disasters, pandemic, epidemic, order or act of a governmental authority, state of emergency and/or strike or work stoppage, whether by university or other employees, shall not constitute grounds for cancellation of this contract by the student.

7.2 CANCELLATION OR RELOCATION BY THE UNIVERSITY

- A. The university may terminate this contract prior at any time during an academic year due to the violation of any terms of this contract or any policies of the university by the student, including nonpayment. Students who violate the terms of the contract may be referred to the university conduct system. The university may terminate this contract for the following reasons:
- Enrollment in a university-sponsored study abroad program
 - Withdrawal or leave of absence from the university
 - Academic or disciplinary separation from the university
 - Disciplinary removal from university housing
 - Graduation from the university
- B. The university reserves the right, in its sole discretion, to refuse admission or readmission to university housing to a student and to cancel the contract for reasonable cause. In cases of such cancellation, a prorated portion of the room fees already paid will be credited to the student's account in accordance with the university refund policy as outlined in the student refund policy. Behavior which significantly disrupts individuals or the community shall be grounds for notice to relocate to another assignment or to vacate the residence and terminate the contract. These behaviors include but are not limited to threat of or actual harm, disorderly conduct, harassment, unreasonable noise and repeated fire code violations. If the university requires a student to move out of their assigned living space, it is understood that the student may be required to agree to an alternative living space in accordance with the guidelines established in this contract..
- C. The university reserves the right to make needed repairs and renovations of student residences. If such work will render accommodations uninhabitable, and the university cannot furnish other accommodations, the contract shall terminate, and a prorated portion of the room and board fees already paid for the remainder of the contract period will be applied to the student's account.
- D. Students who accept an assigned living space and fail to register for classes within two (2) working days of the start of the semester may be removed from the unit and their space will be reassigned.
- E. Students who have been removed from university housing will have at least three (3) calendar days' to vacate their assigned living space or comply with a reassignment. If the student, or someone on the student's behalf threatens to inflict, or actually inflicts personal injury or substantial damage to the premises or commits an act which is a significant disruption to the community immediate action to remove the student may be taken. Failure to comply with university instructions to: (a) vacate after termination, (b) relocate on campus, or (c) move out after withdrawing from campus housing and/or the university within three (3) calendar days, may result in the removal and storage of the student's property at their expense. Property not retrieved from storage within two (2) weeks will be disposed of at the student's expense unless other arrangements are made in writing with Residence Life and Housing.

7.3 STUDENT RESPONSIBILITIES UPON CANCELLATION

- A. In the case of a contract cancellation or termination **at any time during the Contract term**, students must officially remove all belongings, turn in room key, and officially check-out with housing within 72 hours of notification. Students will be considered in campus housing until they are fully checked out of their residence. Charges will accrue until the checkout process is complete.
- Failure to return the assigned key upon departure to the office of Residence Life and Housing will result in a charge to the student's account.
 - If the university cancellation occurs between the fall and spring semesters, the student must complete the checkout process prior to the start of the spring semester.
 - Students who are still enrolled and leave the residences during the school year without a release from the contract continue to be financially responsible for room and dining plan charges that accrue while the contract is in effect.

7.4 CANCELLATION CHARGE

In the event of a university-initiated cancellation or the student's contract cancellation approval, a contract cancellation charge will be assessed. **Any student wanting to cancel their housing will be charged a [cancellation fee](#) and will be financially responsible for all costs associated with their housing assignment** and respective dining plan (if applicable) for the academic year unless they are approved for release under section 7.1 of the contract.

7.5 SEVERABILITY/NON-WAIVER/REMEDIES

Willamette University Housing Contract and Community Expectations are intended to comply with all laws applicable to the university. If any one or more of the provisions of this contract, or the applicability of any such provisions to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this contract and all other application of any such provision shall not be affected thereby. The failure of the university to exercise any right or remedy available as a result of the student's breach of any of the terms, covenants, or conditions of this contract shall not be deemed to be a waiver by the university of any such rights or remedies. No terms or conditions of this contract required to be performed by the student and no breach thereof shall be waived, altered or modified except by an express written instrument executed by the university. The receipt of rent by the university with the knowledge of the breach of any terms, covenants or conditions of the contract shall not be deemed a waiver of such breach. Remedies of the university under the terms of this contract are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

8. ACKNOWLEDGEMENT

As evidenced by my digital signature below, I certify that I have read the Housing Contract and Community Expectations. I understand that my signature on this contract means that I agree to abide by all the terms and conditions set forth in or incorporated by reference into these rules and regulations and any published housing policy, university policy, or procedure governing student behavior. The signature of the parent or guardian is required if a student is under the age of 18 at the time the contract is signed. The obligations of this contract become the resident's when they turn legal age to enter into the contract.