This is your personal copy of the Sorority Terms and Conditions for Room and Meal Plan. The University may amend this contract by providing residents notice in writing of any changes. It is mutually agreed that actual notice to the student is effective when posted to her University email account. Only the student signing the Sorority Contract may make adjustments to the contract. Adjustments must be in writing and received by the advertised deadline (e.g., early arrival/late stay request, cancellation). Please read these terms carefully before signing the contract and keep a copy for your records. The House Corporation will provide additional policies, costs and procedures that outline the expectations of the individual chapter.

I. Notice

Anyone who has a felony criminal conviction or pending charges must disclose that to the Director of Campus Safety in writing prior to entering into the Sorority Contract. In addition, should any resident be convicted of a felony or 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.

II. Food Service

Upon assignment, said sorority agrees to provide eligible students with a meal plan for the academic year or portion thereof (does not include Thanksgiving and Spring Break). All students living in a sorority are required to participate in the Sorority Meal Plan program. The Sorority Meal Plan begins with dinner the day before undergraduate classes begin Fall semester and with lunch the day students return for pre-Recruitment activities Spring semester.

It is expressly understood and agreed by the parties hereto that no credit will be allowed for meals not taken at said House. To eat at Goudy, Kaneko Commons, the Cat Cavern, or the Montag Convenience Store thereafter, it is necessary to use Sorority Points, purchase Compass Cash, or pay cash.

Sorority Meal Plan Points carry over from Fall to Spring semester for students who remain on the Sorority Meal Plan. Students who move off the Sorority Meal Plan receive no Points carry over credit or refund. Points remaining at the completion of spring semester are non-refundable. Plan adjustments are not available on the Sorority Meal Plan. Sorority affiliates who move from the Willamette Meal Plan to a Sorority Meal Plan during the academic year have their meal plan transferred to the sorority, thus voiding their Willamette Meal Plan Points.

III. Housing

Upon assignment, said sorority agrees to provide eligible students with a room for the academic year or portion thereof. As a part of room costs, the University will provide housekeeping services for public areas and restrooms, utilities and maintenance. In addition, all students will be provided with a bed and mattress, desk and chair, closet space, dresser, and central room light and data port. Window screens are not provided for every window.

A. Eligibility

Campus residences are reserved for Willamette University students. Only students enrolled at Willamette University (either full or part time) or others authorized by the University may reside in said sorority. Student are required to live in university housing their first two years in college unless they are married, over the age of 21, have dependent family under their care (child or parent) or are living with parent(s)/legal guardian(s) within a commutable distance of 25 miles or less. First year students may only move into the Chapter House after winter recruitment if they are replacing a member who has graduated at the semester or is on a Willamette-sponsored study abroad program for Spring semester.

B. Occupancy

The term of the Sorority Contract is for the full academic year, or if entered into after the start of the academic year, for the remainder of the academic year. The sorority agrees to assign space and provide
meals when the applicant has properly signed and returned the sorority contract and University preference card to the University. **By moving into sorority housing without a signed contract, the student is obligated to abide by all of the terms and conditions of the contract including the $900 non-negotiable cancellation fee.**

Unless specified otherwise in writing, the period of occupancy begins at 10:00 a.m. the Sunday prior to the first full day of classes and ends 24 hours after one's last final, or if graduating, at noon the day after Commencement. This 24-hour time allowance may vary with the last day of each semester.

Students are not allowed to occupy a room prior to these official opening dates and after these official closing dates except by authorization from Housing & Community Life at a minimum cost of $100 per night. This charge may be waived for students authorized to participate in an official University program who arrive on the program’s start date.

Students may not live in the sorority between Fall and Spring semesters. Residents are required to vacate their rooms no later than noon the day following the last scheduled exam. Refer to the *Dates to Remember* calendar for specific opening and closing dates each semester.

The period of occupancy for students who contract for room and meals after the first day of each semester will begin on the effective date of their contract. There will be no reduction in cost for late arrival or early departure.

Rooms will be held for the first two class days of each semester unless prior arrangements have been made with the House Corporation and Housing & Community Life. In conjunction with the Registrar’s Office, students who have not arrived in their assigned spaces will be classified as "no-shows" after the second class day. Contracts for “no-shows” will be cancelled and the spaces will be reassigned at the option of the Chapter.

Enrollment at the University and confirmation of an assignment by the sorority is considered binding. Therefore, actual physical occupancy of the room by the occupant and/or one's possessions is not necessary to constitute occupancy.

Students may not sublet the premises.

**C. Interruption of Services**
The House Corporation and the University will not be responsible for disruption or nonperformance of services due to circumstances beyond their control.

**D. Assignments**
Individuals who join a sorority understand that there is an obligation to reside in the Chapter’s University designated housing, if space is available. Assignments to sororities are made by the individual sorority and are considered permanent throughout the academic year. Sophomore, junior or senior members or pledges (affiliates) may sign up for a residence hall, commons space, or apartment after their Chapter’s University designated housing is full and they have signed their chapter’s waiting list. Affiliates will be reassigned to their Chapter's University designated housing (in accordance with the waiting list) if a vacancy occurs throughout the year.

Following formal recruitment, new first-year student affiliates (pledges) will be asked to move into their chapter house to replace live-in members who graduate in December or go on a Willamette-sponsored study abroad program during Spring semester, if a qualifying space is available.

Students requesting campus housing accommodations due to a health related matter\(^1\) must submit acceptable documentation to Accessible Education Services prior to the assignment deadline to be certified. This includes the need for a service/assistance animal. Housing & Community Life will review the recommendation made by Accessible Education Services and make an assignment based on the availability of space, the student’s needs and the University’s ability to reasonably accommodate the student. If an affiliate qualifies for a special accommodation that the sorority, in consultation with the House Corporation, Housing & Community Life and Accessible Education Services, is unable to meet, the student may be assigned elsewhere on campus and moved to the Willamette Meal Plan.

\(^1\) To be eligible for a campus housing accommodation, a student must provide documentation of a diagnosed disability as required by the ADA definition.
Circumstances may require that a sorority or portion thereof be closed and residents may be required to move from their originally assigned rooms. Therefore, the sorority in conjunction with the University reserves the right to immediately assign or reassign space and/or students as needed.

E. Payment
The student agrees to pay room and meal plan fees and properly billed charges (e.g., for damage, lost keys, etc.) at the time(s) scheduled by the University. Room and meal plan charges are to be paid each semester in advance unless a deferred payment plan is arranged with the Business Office. Students residing on campus may be required to pay a per semester program fee. Contact Housing & Community Life for more information. Failure to complete financial arrangements with the Business Office will result in the cancellation of the Sorority Contract by the Chapter or the University.

F. Cancellation Provisions
The sorority room and meal plan contract is binding for the entire academic year or portion thereof if entered after the beginning of the academic year. Juniors, seniors or any students who are 21 or older are eligible to cancel this contract if advanced written notification is provided to the Chapter and Housing & Community Life. In the event of the University’s/House Corporation’s cancellation, or the student's choice to cancel this contract to move off campus, a non-negotiable $900 contract cancellation charge and the to-date room and meal plan charges will be assessed by the University. The grace period for canceling this contract to move off campus without financial charge ends at 11:59 p.m., May 13, 2016.

This contract may be canceled during the term of the contract without a financial penalty for the following reasons: (1) graduation, (2) withdrawal for at least one semester, (3) participation in a University-sponsored study abroad program, (4) leave of absence, (5) call to active military duty, (6) ineligibility to continue enrollment due to a failure to meet academic requirements, (7) failure to enroll second semester, (8) have dependent family under their care (child or parent) or (9) marriage, civil union, domestic partnership (must provide documentation).

Students are responsible for notifying Housing & Community Life and the officer in charge of housing assignments in writing whenever their plans to occupy a space in the chapter house change.

In the case of a contract cancellation or termination at any time during the contract term, students are responsible for the following within 24 hours (this time allowance may vary with the last day of each semester): (1) returning their key to the House Director to avoid a $85 rekey charge, (2) checking out with a sorority representative, and (3) paying the $900 non-negotiable contract cancellation penalty (if moving off campus).

Students who are still enrolled and leave the sorority during the school year without a release from the contract by the House Corporation and the University continue to be financially responsible for room and meal plan charges which accrue while the contract is in effect.

Students are advised not to sign outside contracts or leases until they have been formally notified by the Chapter, House Corporation and University of their release from the sorority contract.

G. Prorating of Housing and Sorority Meal Plan Charges
Students who check out of the Chapter's University designated housing during early arrival/orientation through the first Friday of classes, for any reason, will be charged the equivalent of prorated room and meal costs for a minimum of five (5) days, plus any applicable cancellation fees and the Sorority Meal Plan Point balance will be taken to zero.

Students who live in the Chapter’s University designated housing for only a portion of the semester will be assessed housing and meal plan charges on a prorated basis.

If a student is withdrawing from the University, charges are calculated from by the date the student officially checks out with the House Director, not the date the student withdraws from the University. However, in no case will prorating of charges be based on a checkout date earlier than the date the student officially withdraws from the University. See section F, paragraph four (4) for check out responsibilities. Students who withdraw between December 1st and the end of Fall semester or between May 1st and the end of Spring semester receive no refund in their room costs.
H. Relocation and Termination

1. Nothing in this contract will limit the right of House Corporation and the University to terminate this contract.

2. Any student who violates the sorority contract and/or rules and regulations covered by the Terms and Conditions for Sorority Room and Meal Plan (including non-payment) may be required by the House Corporation or University to withdraw from sorority housing accommodations and pay the $900 non-negotiable contract cancellation charge (see section F).

3. For the benefit of the individual students and/or the community, behavior, which significantly disrupts individuals or the community, will be grounds for notice to relocate to another assignment or to vacate the sorority and terminate the contract. These behaviors include but are not limited to threat or actual harm, disorderly conduct, harassment, repeated fire code violations, unreasonable noise.

4. The said sorority will give the student at least three (3) days notice of termination or reassignment unless the student, or someone under the student's control, 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. In such a case, immediate action to remove the student may be taken.

5. Students who contract for a room and fail to register for classes within 2 days of the start of the semester will be removed from the Chapter’s University designated housing and their space will be reassigned.

6. Failure to: (a) comply with instructions to vacate after termination or relocation by the House Corporation or University or (b) move out after withdrawing from sorority housing, will result in the removal and storage of the student's possessions by the House Corporation or University at the student's expense.

7. First and second year students residing in the Chapter's University designated housing who choose to disaffiliate are required to move into University housing under the terms of the University’s Residency Requirement and participate in the Willamette Meal Plan.

I. Room Condition / Inventory

Students are responsible for the upkeep of their own rooms and 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.

The following are not permitted in rooms: cinderblocks, nails, tape or anything that damages walls/ceilings/doors (e.g., duct tape, gaffers tape, hooks, nails, bolts).

Students are responsible for checking in and out of their rooms with the appropriate Chapter representative and/or House Director. When a room is vacated, it is to be returned to its original condition.

J. Responsibility for Damage / Loss / Maintenance Request

Student rooms and furnishings provided therein are to be used in the manner for which they are designed. No sorority property, including room, sleeping porch and lounge area furnishings, may be moved within the building or taken from the Chapter's University designated housing. All furniture is to be used in accordance with House Corporation and Chapter guidelines.

The University acknowledges that depreciation occurs to a building, room, furniture and equipment due to reasonable wear and tear caused by normal usage. Students may not paint their rooms. The member specifically agrees to be financially responsible for extra cleaning or damage or other loss incurred to the building, room, furniture and equipment that is in excess of normal wear and tear.

Damage or loss within assigned rooms is the joint responsibility of the members assigned. Members are responsible for reporting any room damages, maintenance or pest control needs to the House Director immediately so work can be done in a timely manner.

Because all members share responsibility for their sorority, 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 costs incurred to repair and/or clean public areas, including student kitchens and furnishings, will be equally split and assessed to the entire living group or portion thereof if the person(s) responsible is not identified.

K. Charges
Replacement Price: 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 against the student for the replacement cost.

Damage: All damage (e.g., furniture, counter tops, appliances, screens, etc.) shall be repaired or replaced at the student’s expense.

L. Keys
Sororities are locked 24 hours a day and have a card lock access system for building entry. Compass Cards (Student ID cards) are used for the card lock system. Keys are issued to the appropriate member or guest. Members are responsible for this key until they check out. Students may not lend key or Compass Card to anyone for any purpose. Keys may not be duplicated. Student room keys are issued by and returned to the House Director when the affiliate or guest checks out of the room. If a key is lost or stolen, it is the student’s responsibility to report the missing key to Housing & Community Life and pay for the lock to be changed. Failure to return a room key at check out will also result in a lock change. A lock change and new keys costs $85. Replacement cost for a lost ID card is $15.

M. Guests
Students are responsible for payment of all charges related to the presence of their guests on campus, and for insuring that their guests comply with University policies and general campus rules and regulations.

N. Entry into Premises
It is the University’s policy to respect each student’s right to privacy. Where possible, notice is given by University personnel prior to entering a student room for routine maintenance and inspection. Rooms may be entered by the appropriate official at any time to respond to emergencies or serious health and safety concerns. The student will not reasonably withhold consent to the House Corporation, Willamette University, or its designee to enter a room/residence in order to inspect the premises, make reasonable or agreed upon repairs or improvements or treat for pests.

House Corporation and University personnel and their authorized designee(s) may enter a student's room without notice for an emergency, maintenance work, health and safety inspections (conducted at least twice a year), fire alarms/drills, insuring compliance with health and safety standards or a reasonable cause to believe there has been a violation of University policy or state or federal law.

By submitting a work order to the House Director to make repairs in the room, the student gives permission for Facilities Management and WITS staff to enter the room and make requested repairs/pest control treatments even if she is not present.

O. Vacation Periods
Sororities are open during Thanksgiving and spring vacations, although meals are not provided. Sororities are closed during semester break (Sunday noon following finals through sorority opening before classes begin). Unauthorized individuals found within secured Chapters during vacation periods will be considered trespassers.

P. Loss of or Damage to Personal Property
The House Corporation and the University are not liable or responsible in any way for the loss of or damage to money, valuables or other personal property of students or guests.

Q. Insurance
Students are responsible for maintaining their own personal property insurance and liability coverage for damage, loss/theft of property or fire.

R. Safety and Security
Willamette University is an open campus in an urban area. Students are urged to be cognizant of their own safety and security needs while on and off campus.

The University and House Corporation have taken steps to provide a safe and secure environment. Appropriate room locks and outside door locks are provided. An escort service is available by contacting Campus Safety.

Ultimately the responsibility for personal safety and the security of personal belongings rests with the individual student. Propping open exterior doors is prohibited and may result in disciplinary action.
All fire doors including resident's rooms equipped with an automatic door closure are not to be tampered with, or propped open even if it is attended. The City Fire Marshal, Student Conduct Board, or Director of Rights and Responsibilities may levy fines to students violating this rule.

S. General Welfare
If a student's behavior causes sorority or University staff alarm or concern related to her ability to reside in the sorority she may be asked meet with the appropriate staff member for discussion, evaluation and/or a change in housing status.

T. Abandoned Property
The student agrees that any personal property left in the room after termination of occupancy shall be considered abandoned and is subject to disposal at the student's expense (see H. 6).

U. Storage
At any time, storage of belongings is at the student's risk. Storage is limited and not guaranteed. Items left in storage more than one year are subject to disposal. All items must be clearly marked with the student's name, contact information and the date stored. Items may not be stored in common areas or on sleeping porches at any time (see P and Q).

V. Parking
Parking permits are required on campus and space is not guaranteed in an adjacent lot.

W. Liability and Indemnification
Neither Willamette University nor its agents shall be liable for damages of any kind to any person or property caused by the lack of heat, refrigeration or other services to the premises arising out of any act of God, or occurrence not the fault of or beyond the control of Willamette University.

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 an act of God or occurrence not the fault of or beyond the control of the University.

X. Severability/Non-Waiver/Remedies Cumulative
The Sorority Terms and Conditions for Room and Meal Plan are intended to comply with all laws applicable to the University and the House Corporation. If any one or more of the provisions of this contract, or the applicability of any such provision to a specific situation, will be held invalid or unenforceable, such provision will 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 will not be affected thereby. The failure of the said sorority 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 will not be deemed to be a waiver by the sorority of any such rights or remedies. No terms or conditions of this contract required to be performed by the student and no breach thereof will be waived, altered or modified except by an express written instrument executed by the sorority. The receipt of rent by the University with the knowledge of the breach of any terms, covenants or conditions of the contract will not be deemed a waiver of such breach. Remedies of the University under the terms of this contract are cumulative and are not exclusive e of any other rights or remedies available at law or in equity.

IV. Rules and Regulations
The following are prohibited in sororities and/or on University property. Violations may result in disciplinary action or could, depending on the severity, result in removal from sorority housing.

1. Violations of any published University policy or procedure or any local, state or federal law.
2. Violations of the City Fire Code. University Safety Guidelines and published policies that prohibit:
   (a) smoking any substance (this includes electronic cigarettes or any other device intended to simulate smoke), (b) candles and incense (advance written permission must be received from Campus Safety to use a candle for ceremonial purposes), (c) the use of an unfused and/or ungrounded extensions, outlet adapters, zip cords, power cord splitters, power strips or electrical splitters of any kind, (d) the use of halogen lights (i.e., desk, floor), sun lamps, lava lamps, multi-light floor lamps or any other similar product that is deemed a fire safety risk, any light without a glass or metal shade, (e) storage and/or use of flammable materials (including large butane lighters), (f) non-compliance with fire safety inspection violations, (g) tampering with, hanging items on, and/or blocking light fixtures, smoke detectors, sprinklers, fire safety equipment, fire alarms, firefighting equipment, pipes, vents, conduits or other building structures in any manner, (h)
remaining in the building during a fire alarm or drill, (i) blocking ingress or egress, (j) using bathrooms, hallways, stairways, landings or doorways for recycling, bicycles, or any items that block ingress or egress and/or blocking emergency exits in any way, (k) tampering with and/or removing automatic door closures.

3. The use of electrical equipment such as: irons without automatic shuts offs (irons with automatic shut offs can only be used in laundry rooms), window/evaporative coolers, air-conditioners, electric grills, electric fry pans, espresso makers, convection/rotisserie/toaster ovens, hot plates or any type of exposed burners or open flame devices that present a fire hazard or that overload the electrical capacity of the building. Sealed unit coffee pots, hot pots and popcorn poppers with automatic shut offs are permitted with extreme caution.

4. Refrigerators in student rooms.
5. Cooking except in the designated student kitchen area. Per health department regulations, only employees are allowed in sorority kitchens.
6. Bare feet in any kitchen area or dining room.
7. The unauthorized possession, use, reproduction or sale of University keys/ID cards.
8. Behavior which intimidates or interferes with the quiet enjoyment of the premises by others and behavior which is disruptive in dining areas, classrooms or any other residential/campus facility and/or noise at any time of the day or night, which significantly disturbs other community members.
9. The use, sale of alcoholic beverages, display of alcoholic containers (regardless of age), and the use, sale, distribution or possession of narcotics and other illegal drugs in the Chapter house or in any adjacent structures.
10. Commercial use of any part of the Chapter facility or grounds, or solicitation anywhere on the premises by residents or nonresidents except as authorized by the House Corporation and/or University. This includes using the facility as a location for child care or other personal gain.
11. Cats, dogs and other pets including fish, with the exception of service and approved assistance animals. Students who violate this regulation are responsible for the cost of cleaning and fumigation.
12. Stolen property (i.e. street signs, shopping carts, etc.).
14. The possession of weapons including but not limited to sling shots, firearms (including BB, Airsoft and paintball guns), nunchakus, knives with blades longer than 4” or switch blades, explosives including firecrackers, fireworks, dangerous chemicals or propulsion devices. A weapon includes: (a) any item or instrument defined as a weapon by local, state or federal law, (b) any item designed to cause injury or incapacitate another person, (c) any item used to harass, threaten, intimidate, assault or batter another person, (d) any item the University deems dangerous.
15. The installation of or tampering with antennas, cables of any kind, Digital Satellite System equipment, regardless of location, except as authorized by Housing & Community Life.
16. The use of roof areas of buildings, porches, fire escapes (in non-emergency situations) or covered walkways.
17. Removing window screens and/or using windows as exits or entrances (except in emergencies) or throwing anything into or out of a window or onto and off any balconies (this includes any use of roof or overhang areas or ledges).
18. The repair and/or storage of motor vehicles/scooters in any part of a residential facility or on the grounds. Vehicles/scooters (including hover boards) found on the premises will be removed and stored at the owner’s expense.
19. Hanging items out of a window, including window coolers, or displaying items in a window is subject to restrictions.
20. Using a study room or common area space for sleeping.
21. Anything that changes the outside appearance of the building.
22. The use of the University’s name, symbols and identity without written permission.
23. Transferring one’s interest in this contract.