

Willamette University Housing Contract

Terms & Conditions for Room & Dining Plan

Academic Year 2022-2023

Office of Residence Life and Housing | Matthews Hall | 900 State Street, Salem, Oregon 97301

1. The delivery of this Housing Contract (referred to as "Contract" hereafter) by Willamette University to the eligible student constitutes an offer of room and dining. The execution of this Contract by the student and/or guarantor, **without modification**, and delivery of it to the University Office of Residence Life and Housing constitutes acceptance thereof **for the entire academic year**.
2. **It is the student's responsibility to read the Housing Contract carefully** and before signing the Housing Contract. Subject to the availability of space, the University will assign accommodations. The University agrees to provide those facilities and services as outlined.
3. The University may amend this Contract by providing students notice in writing of any changes. All decisions regarding University housing policy will be presented in writing. No oral representations about University housing by University employees or representatives are binding. It is mutually agreed that all required notice to the student is effective when posted to the student's University email account.
4. Only the student who signed the Contract may amend the Contract. Amendments must be in writing and received by the advertised deadline (e.g., dining plan change, early arrival request, contract extension request, cancellation request). The student should read these terms and conditions carefully before signing the Contract and keep a copy for their records (a copy will be emailed to students upon completion of the housing contract; additional copies may be obtained online via the Office of Residence Life and Housing website).
5. **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 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.
6. **Two-Year Residency Requirement**
 - A. **All first- and second-year students are required to live in University Housing.**
 - B. **Transfer students with less than two years of college experience are required to live in University Housing.**
 - C. Students with circumstances matching the following criteria prior to the start of the academic year may be exempt from the housing requirement:
 - i. Students living within 25 miles of the University campus who will commute from a parent or legal guardian's residence (proof of residency with a parent or legal guardian may be required);
 - ii. Students who are married, in a civil union, or in a domestic partnership (must provide documentation);
 - iii. Students with dependents under their care;
 - iv. Students who have been declared as independent or are over 21 years of age;
 - v. Veterans of the military;
 - vi. Transfer students who have more than two years of college experience;
 - vii. Students with a disability or medical condition that prevents them from living in on-campus housing must provide documentation and gain approval from the [Accessible Education Services Office](#);
 - viii. Students participating in a study abroad program;
 - D. Students who fit the above criteria and are requesting an exemption of the two-year residency requirement must submit documentation in writing to the Director of Residence Life and Housing, or their designee, utilizing the Two-Year Residency Requirement Waiver Form via the [Bearcat BnB Portal](#).
7. **Dining Services**
 - A. All students living in a University residential facility are required to participate in the Willamette Dining Plan program, except for students living in on-campus apartments with kitchens or kitchenettes.
 - B. 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.
 - i. 19-Meal Plan + \$50 Flex Dollars

- ii. 14-Meal Plan + \$150 Flex Dollars
 - iii. 10-Meal Plan + \$250 Flex Dollars
 - C. Students on the Willamette Dining Plan may change from one plan to another in their [Bearcat BnB portal](#) by Friday at 11:59 PM PST during the **first week of classes each semester**.
 - D. The University shall provide meals regularly subject to the Dining Service board schedule (does not include Fall, Winter, or Spring Breaks).
 - E. Compass Cards (Student ID cards) are used as meal cards and are required to use the dining plan and flex dollars. The Willamette Dining Plan begins with dinner the day before undergraduate classes begin each semester.
 - F. Dining Plan Points carry over from the Fall to Spring semester for students who remain on the Willamette Dining Plan. Points remaining at the completion of the Spring semester are non-refundable. No credit is issued for AYCE meals not taken. 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 Points carry-over credit or refund.
 - G. Dining Plan Points are front-loaded each semester. If a student moves off the plan and has used Dining Plan Points in excess of “their-to-date average”, they will be billed for the additional points (see sections 17 and 18).
8. **Housing.** Upon assignment, Willamette University agrees to provide eligible students with a residential 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. All students shall be provided with a bed and mattress, desk and chair, closet space, bookshelf, dresser, central room light, and data port. Window screens are not provided for every window.
9. **Eligibility**
- A. 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.
 - B. All first- and second-year students on the Salem campus will be assigned to campus housing per the University’s residency requirement. Students who do not adhere to this requirement will be assigned a room and billed accordingly.
 - C. Campus apartments on the Salem campus are typically reserved for juniors, seniors and graduate students enrolled at Willamette University, or others authorized by the Office of Residence Life and Housing. Willamette University does not offer married student housing or family housing.
10. **Occupancy**
- A. **The term of the Housing 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 University agrees to assign space and provide dining only after the applicant has properly signed and returned the Housing Contract to the Office of Residence Life and Housing.
 - B. Unless otherwise specified in writing, the period of occupancy begins, for new undergraduate students with New Student Orientation, and for returning students two days prior to the first full day of classes. Occupancy ends *at noon the day after finals conclude* each semester or, if participating in Commencement, at a date and time after Commencement that will be determined and announced by the University. Students should refer to the [Residence Life and Housing Calendar online](#).
 - C. Students are not allowed to occupy a unit before these official opening dates or after these official closing dates except by authorization from the Office of Residence Life and Housing 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 their program’s start date or at the discretion of the Office of Residence Life and Housing.
 - D. Students must vacate their living spaces during Winter break which occurs between fall semester and spring semester. Students may stay on campus during fall break and spring break but meals during this period are not part of the board plan. University housing facilities will close as announced by Residence Life and Housing via posted notice/University email. Students must vacate their living space by the time indicated in the posted “closing” notice. Failure to vacate and properly close the room may result in a fine and/or conduct review.
 - E. Students may not live in the residences between the Fall and Spring semesters without express written approval from the Director of Residence Life and Housing or their designee. Students may apply for summer and winter break housing through the Office of Residence Life with no guarantee of break housing. Students are required to vacate their rooms no later than noon the day following the last scheduled exam. Refer to the [Housing Calendar](#) for specific opening and closing dates each semester at the [Residence Life and Housing Calendar online](#).
 - F. The period of occupancy for students who contract for room and dining 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.
 - G. Rooms will be held for the first two class days of each semester unless prior arrangements have been made with the Office of Residence Life and Housing. In conjunction with the Registrar’s Office, students who have not arrived in their

assigned spaces may be classified as “no-shows” after the second day of class. At that time, Contracts and housing assignments for “no-shows” will be canceled and the spaces reassigned.

- H. Enrollment at the University and confirmation of a room and dining plan assignment is considered binding. Therefore, actual physical occupancy of the room/suite by the occupant and/or one’s possessions is not necessary to constitute occupancy.
11. **Interruption of Services.** The University shall not be responsible for disruption or nonperformance of services due to circumstances beyond its control.
12. **Assignments and Consolidations.** The Office of Residence Life and Housing is responsible for developing and implementing a process to assign University Housing to students. While efforts are made to honor residence hall and roommate requests, 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 (i.e., if spaces in a returning student community was transitioned into a first year community), and students may be required to move from their originally assigned rooms. Therefore, 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.** The open space should be readily available with 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 dressers/drawers/closets (or any other furniture provided by the University) must be kept empty, unused, and clean. The current student is expected to establish a mutually created roommate Contract with the new occupant. If the student already assigned to the unit is resistant to the new occupant moving in, the current student may be reassigned. Failure to prepare the space for a new occupant may result in a fine and/or conduct review. Otherwise, **the following guidelines apply:**
- A. Students are required to complete a housing application and electronically sign the Housing Contract via their [Bearcat BnB portal](#) to reside in and be assigned a space in University Housing. New students must complete an electronic Roommate Matching Characteristics Questionnaire.
 - B. A room reservation is conditioned upon **full-time** registration. Students who are not full-time may request approval to reside on campus through the Office of Residence Life and Housing. **Housing is not guaranteed if payment or registration is completed after the registration deadlines.**
 - C. Assignments to campus residences are made by Residence Life and Housing and are considered permanent throughout the academic year. Priority for assignments is based on academic class and on-campus residency seniority (with preference going to seniors and those with the most semesters living on campus first) and one’s current occupancy status. Types of accommodations and requested roommate preferences are honored whenever possible.
 - D. Students who opt to Renew their Existing University Placement (RE-UP) in the housing selection process in the three-bedroom Kaneko suites must comply with the following:
 - i. Units with three or more occupants require 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 Housing 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.
 - E. Students are encouraged to work together and communicate with one another to establish agreeable terms for sharing their room. Efforts to resolve conflicts and work through differences among roommates should be made prior to requesting an assignment change. Residence Life and Housing staff members are available to help resolve roommate conflicts. Requests to change rooms are honored if the Area Coordinator approves the move and the residential transfer process is completed. 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 an improper room change charge of \$50 and disciplinary action.
13. **Housing 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 to be approved. This includes the need for a service/assistance animal. To qualify as a disability-related need covered under the Americans with Disabilities Act (ADA), the student must have a current condition that substantially limits a major life activity that is documented by a qualified evaluator, and the accommodation requested must be deemed reasonable and appropriate. A diagnosis, in and of itself, does not automatically qualify the student for the requested accommodations. Students who want to request disability-related housing accommodations (e.g., single room, access to private bathroom or sink, emotional support animal) must receive prior approval through the Accessibility Services Office. The Office of Residence Life and Housing will review the recommendation made by Accessible Education Services and make an assignment based on the availability of space, the individual’s needs and the University’s ability to reasonably accommodate the student.

14. Room Changes

- A. 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 place their name on the waiting list. Waiting lists are kept in order of class seniority and moves are considered two (2) weeks after the no-show deadline.
- B. If a vacancy occurs in a student's room/residence at any time during the academic year, a Residence Life and Housing staff member may notify the remaining student with another housing option.
- C. Room changes are generally permitted throughout the academic year except for designated periods during the semester as stipulated by the Office of Residence Life and Housing. Students must follow the policy and procedures in room changes as announced by the Office of Residence Life and Housing. **No room changes will be permitted for at least the first two weeks of any semester to allow Residence Life and Housing the opportunity to ascertain where housing vacancies are located.** Room changes will also not occur while students are in temporary housing.
- D. Students who are granted a room change are responsible for any financial difference from one living area to another.

15. Payment

- A. The student agrees to pay room and dining plan fees and properly billed charges (e.g., for damage, guests, 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 Housing Contract by the University.
- B. Students residing on campus are required to pay a non-refundable per semester activity fee.
- C. All students are required to pay a \$300 cleaning deposit with Willamette University before occupying their unit. The \$300 cleaning 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.

16. **Check Out Responsibilities.** It is the duty of the student to return the premises to its original state at the end of the 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. Students are responsible for the cleaning of their units and the cost of their cleaning supplies. **If a unit is not left in "move-in ready" condition at check out, the cleaning deposit will be applied to respective cleaning, damage, and replacement charges. If the forfeited cleaning deposit does not cover the cost of returning the unit to its original state, the occupant is responsible for the amount owed and will be billed accordingly.**

17. **Cancellation Provisions.** The Housing Contract is binding for the entire academic year or portion thereof if entered into after the beginning of the academic year. Students who have met the Two-Year Residency Requirement, or whose petition for a Residency Requirement Waiver has been approved are eligible to submit a contract cancellation request. The student must submit a written request for cancellation that includes documentation of one of the reasons listed below. Following submission of the request, 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. Each request will be reviewed by the Director of Residence Life and Housing or their designee, and considered on its own merit. If the cancellation request is approved, the student will be relieved of further obligations under this Contract and their account will be adjusted accordingly.

- A. **Cancellation by the Student.** The following are reasons for which the Contract may be cancelled, subject to the submission of proper documentation and the approval of Residence Life and Housing and will be determined on an individual basis:
 - i. The existence of a documented injury, illness, or medical condition that occurs after the Housing Contract was signed which cannot be accommodated within the residence hall system or that necessitates withdrawal from the University.
 - ii. Induction into the military service or military absences that necessitate a change in residence.
 - iii. Voluntary withdrawal from the University during the fall or spring semester[s] or at the end of the fall semester due to graduation, enrollment at another university, or leave of absence.
 - iv. 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.
 - v. 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 Housing Contract, unusual health problems, and other exceptional changes in the student's status.
 - vi. 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.

- vii. 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 \$300 contract cancellation fee. **The grace period for canceling this Contract to move off campus without financial charge is outlined in section 17I.**

- B. **Cancellation by the University.** The University may terminate this Contract prior to the expiration date of any given academic year in the event that the student should violate any terms of this Contract or any policies of the University. Students who violate the terms of the Housing Contract may be referred to the University conduct system. The University will terminate this Contract prior to the expiration date for the following reasons:
 - i. Enrolled in a University-sponsored study abroad program
 - ii. Withdrawal or leave of absence from the University
 - iii. Academic or disciplinary separation from the University
 - iv. Disciplinary removal from University Housing
 - v. Graduation from the University
- C. 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 48 hours of notification. Students who fail to complete this process will continue to accrue daily housing charges until the move-out/check-out process is completed.
- D. Failure to return a key is a \$100 charge. 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.
- E. The University reserves the right, in its sole discretion, to refuse admission or re- admission 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.
- F. 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.
- G. 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.
- H. Students are advised not to sign off-campus housing leases until they have been formally notified of their release from the Housing 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.
- I. **Fall Pre-Term Cancellation Fee Schedule.** A student who desires release from the Housing Contract prior to August 1st but does not meet the criteria listed for termination through the Contract Release Process (outlined in paragraph 17A), may elect to pay a Fall Pre-Term Cancellation. A Fall Pre-Term Cancellation Form must be completed and submitted by the Student before the dates specified in the fee schedule (below) in order to be considered for this option.

Cancellation Period	Start Date	End Date
No Cancellation Fee Period	When returning student housing contract is released	May 1 st (unless already assigned)
\$300 Cancellation Fee Period	May 2 nd	May 31 st
\$450 Cancellation Fee Period	June 1 st	June 30 th
\$900 Cancellation Fee Period	July 1 st	August 1 st **
**After this date, the Housing Contract is binding, making the student financially responsible for all costs associated with their housing assignment and respective dining plan for the academic year unless they are approved for release under paragraphs 17A or 17B of the Housing Contract.		

- J. **Cancellation Fee.** In event of a University initiated cancellation or the student's contract cancellation approval, a \$300 contract cancellation charge will be assessed. Housing and dining prorations and charges will be managed as outlined in paragraph 18.

18. Housing and Dining Plan Charges.

- A. 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. 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. (See paragraph 16 and 20E for check out responsibilities.) 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.
- B. If a student (or the University) severs this Contract the student will be billed the cost of any dining plan points used in excess of the "to-date average" based on the *Declining Balance Calendar* (available from Housing and Bon Appétit).
 - C. 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 Point balances will be taken to zero. Housing charges will be processed as follows:
 - i. 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.
 - ii. 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.

19. Relocation and Termination

- A. Nothing in this Contract will limit the right of Willamette University to terminate this Contract.
- B. Any student who violates the Contract or rules and regulations covered by the Housing Contract (including non-payment) may be required to relocate or withdraw from housing accommodations and pay the cancellation fee as outlined in paragraph 17J.
- C. For the benefit of the individual student and the community, 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.
- D. In the event of a roommate conflict or any other instance where the University requires a student to move out of the room/residence, it is understood that the student may be required to change their unit style/type.
- E. Students who contract for a unit 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.
- F. The University will give the student at least three (3) calendar 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.
- G. 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.

20. Room, Suite, Apartment Condition

- A. University staff inspects rooms before students arrive. 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.
- B. Students are responsible for the upkeep of their own units and private/semi-private bathrooms and are expected to keep them in an orderly, safe, and sanitary condition. Students are responsible for taking out their trash and recycling (including any bottle and can collections) 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.
- C. The following are not permitted in units: unauthorized bunk beds (Beds will only be bunked upon request with installation of a permanent guard rail on the top bunk), lofts (e.g., raising the bed off the floor in any manner not consistent with manufacturer specifications), waterbeds or other construction additions, cinderblocks, nails, tape or anything that damages windows/walls/ceilings/doors (e.g., duct tape, gaffers tape, hooks, nails, bolts).
- D. Students in under-assigned units are expected to **clear the open side of the room and ready for occupancy (i.e., a roommate) at short notice.**
- E. Students are responsible for following check-in and check-out procedures as outlined by the Office of Residence Life and Housing staff. A room condition report is completed for the student's protection. When a unit is vacated, it is to be returned to its original condition. A student has properly checked out when they have used the express check out process by removing their belongings from their unit, cleaning and returning the unit to its original condition, and completing and signing an express check out envelope (placing their key inside and sealing the envelope) and dropping the envelope in their community's express check out drop box. A \$50 fine is assessed if a student fails to check in/out of the unit as previously outlined.

21. Responsibility for Damage / Loss / Maintenance Requests

- A. Student units and furnishings provided therein are to be used in the manner for which they are designed. No University property, including unit and lounge area furnishings, may be moved within the building or from one unit 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 disability-related accommodation needs.
- B. The University acknowledges that depreciation occurs to a building, unit, furniture, screens, and equipment due to reasonable wear and tear caused by normal usage. Students may not paint their units. The student specifically agrees that they will be financially responsible for extra cleaning, damage, or other loss incurred to the building, unit, furniture, and equipment, which is in excess of normal wear and tear. Window screens may only be removed in case of an emergency. Damage occurring from removal of window screens and/or charges incurred to replace window screens is the responsibility of the student(s).
- C. Students are responsible for immediately reporting any unit maintenance or pest control needs, damages, or losses by completing a *Maintenance Request form* or informing a Residence Life and Housing staff member so repairs can be made in a timely manner. Damage or loss within student unit is the joint responsibility of the students assigned to that unit.
- D. Because all students share responsibility for their building, 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 furnishings, will be equally split and assessed to the entire residential community or portion thereof if the responsible party is not identified.

22. **Smoking.** Willamette University is a smoke-free campus. Smoking any substance on campus, in any form, including but not limited to vaping, is prohibited and may result in fines. Because of damage to facilities by smoke, smoking, as defined by the University, in a residential facility will result in a smoking fee (see paragraph 24C for smoking fee amounts). For more information, please see: http://willamette.edu/offices/policies/selected/all_campus/smoke-free/policy/index.html

23. Charges

- A. **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.
- B. **Damage:** All damage (e.g., furniture, counter tops, appliances, screens, from smoking, from permitted animals etc.) shall be repaired or replaced at the student's expense. Vandalism will result in a student conduct referral.

24. **Keys.** All residences are locked 24 hours a day and have a card lock access system for entry. Compass Cards (Student ID cards) are used for the card lock system. At check-in, students are issued a key to their room. Students are responsible for their key until they check out. Students may not lend their key or ID card to anyone for any purpose. Keys may not be duplicated. Keys are issued by Residence Life and Housing and returned through the express check out drop box in their respective residential community. If a key is lost or stolen, it is the student's responsibility to report the missing key to Residence Life and Housing and pay for the lock to be changed. Failure to return a room key at checkout will also result in a lock change and a lock change charge to be assessed to the student's account. If an ID card is lost or stolen, it is the student's responsibility to report the missing card to Campus Safety to get a new card.

25. **Fall and Spring Break Periods.** Campus residences are open during Fall and Spring Breaks, although the Willamette Dining plan is not operational during these breaks as specified in paragraph 10D of this Contract. Only Willamette University students who are enrolled immediately before and after the respective fall and spring break periods may reside in campus housing during these vacation periods, overnight guests are not allowed during breaks. All residences must be vacated during the Winter Break which occurs between the fall and spring semesters. Unauthorized individuals found within secured residences during vacation periods will be considered trespassers.

26. **Loss of or Damage to Personal Property.** Willamette University is not liable or responsible in any way for the loss of or damage to money, valuables or other personal property of students or guests.

27. **Insurance.** It is highly encouraged for students to invest in renters insurance. Students are responsible for finding and maintaining their own personal property insurance and liability coverage for damage, loss/theft of property, or fire.

28. Liability and Indemnification

- A. 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 unforeseen circumstances or occurrence not the fault of or beyond the control of Willamette University.

- B. 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.

29. **Severability / Non-Waiver / Remedies Cumulative.** The Terms and Conditions for Room and Dining plan 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.

30. **Rules, Regulations and Jurisdiction**

- A. Students are held to the standards, rules, and regulations outlined on the Residence Life and Housing website and the Student Code of Conduct as communicated by the Office of Residence Life and Housing and the Office of Student Affairs.
- i. The Office of Residence Life and Housing Handbook & Policies:
<http://willamette.edu/offices/housing/handbook/index.html>
 - ii. Student Code of Conduct: http://willamette.edu/offices/conduct/student_rights/index.html
- B. 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.

Acknowledgement. As evidenced by my digital Contract or signature below, I (we) certify that I (we) have read the Terms & Conditions for Room & Dining plan and understand that my signature on this Contract means that **I (we) 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.

Student Name (Print)

Student Signature

Student ID

Date

The signature of the parent or guardian is only required if a student is under the age of 18.

Parent of Guardian Name (Print)

Parent or Guardian Signature

Date