

**RESIDENCE HALL
STUDENT OCCUPANCY AGREEMENT
WEST CHESTER UNIVERSITY**

This document constitutes an agreement between the undersigned student-resident (hereafter called “resident”) and West Chester University (hereinafter called “University”), acting by and through its Office of Residence Life and Housing Services, and sets forth the terms and conditions on which the resident will occupy the premises in the University residence halls. The University provides accommodations for scheduled students only, with preference being given to full-time undergraduate students and limited accommodations for graduate students. Students at less than full-time status may be accommodated depending on specific circumstances. All residence hall students must be on an approved University meal plan.

1. **THIS AGREEMENT IS BINDING FOR THE ENTIRE ACADEMIC YEAR AND THE RESIDENT WILL BE BILLED FOR ACCOMMODATIONS. CANCELLATIONS MAY BE MADE FOR RESIDENTS WHO WITHDRAW FROM THE UNIVERSITY; NOTIFICATION MUST BE MADE OF WITHDRAWAL PRIOR TO THE START OF THE SEMESTER OR THERE WILL BE A PRO-RATED CHARGE. THIS AGREEMENT BECOMES ACTIVE UPON APPROPRIATE ADMINISTRATIVE ACTION OR PAYMENT OF A \$200.00 ROOM DEPOSIT, WHICH IS NON-REFUNDABLE AND FORFEITED UPON CANCELLATION OF OR RELEASE FROM THE AGREEMENT.**
2. The University, upon proof by the student of need to be released from residence hall living for reasons which are compelling and necessary, i.e., **student teaching or internship assignment and living arrangements outside the county, extenuating medical reasons, marriage or death in the immediate family**, may permit residents to be released from residence hall living and meal plan. In all such cases a “Student Occupancy Agreement Release Request” must be submitted to the Associate Director of Housing and Dining Administration. **Requests must be made prior to the beginning of the semester. Any requests granted after the start of the semester will be refunded on a pro-rated basis.**
3. Accommodations are assigned to the resident for the academic year and the assignment is not transferable by the resident. **All rooms will be double occupancy, except when it may become necessary to employ extended housing temporarily, which could last up to the entire Fall semester or longer (for assignments that start in the Fall) or the entire Spring semester (for assignments that start in the Spring) . This extended housing may take the form of a triple (three residents in a room designed for two) or converted study lounge accommodations.** Rooms used for extended housing may not have a bureau, desk, or wardrobe for each student due to space limitations. Additional information on extended housing will be provided with the assignment e-mail. For each semester, occupancy shall commence as specified in the official information supplied by the Office of Residence Life and Housing Services. Note the check-in e-mail for the Fall Semester for special arrangements and information. The dates for registration can be found on the Registrar’s Website via www.wcupa.edu. The Office of Residence Life and Housing Services may cancel the agreement or change the assignment of any student who does not officially check into the residence hall within 48 hours of the hall’s opening in both the Fall and Spring semester. Such students shall continue to be bound to all terms and conditions, including all charges and fees, set forth in this agreement.
4. In consideration of this assignment, the resident agrees to pay the University the sum specified each semester by the University. Specifically, these fees are for room and meals.
5. The Office of Residence Life and Housing Services makes room assignments in accordance with lifestyle preferences as the resident may state whenever possible. However, the Office of Residence Life and Housing Services reserves the right to make necessary reassignments (including but not limited to, community and roommate behavior issues, judicial reassignments, and facility repairs and renovations), and this Agreement guarantees a space only and not the specific assignment described above. Assignments are made without

regard to ancestry, race, national origin, age, religion, disability, veteran status, gender identity, or sexual orientation. Unauthorized changes in assignments by residents will result in applicable University action, including but not limited to a return to the original assignment. The University does not have accommodations for married students with their spouses or for students with children or dependents.

6. With the exception of filling a vacancy, the Office of Residence Life and Housing Services will place no other person in the premises during the resident's absence or during vacation periods without the consent of the resident. **By further explanation of filling a vacancy, the University reserves the right to consolidate two students who are occupying standard double rooms privately. This means that a student who has no roommate in a double room may be assigned to a room with another student who has no roommate.** Information regarding consolidation will be provided to those students affected. Failure to follow appropriate procedures will result in financial charges, administrative action, or both.
7. Housing over University vacation periods is available only for special circumstances and with prior approval. Students approved to remain on campus over vacations will be consolidated in one hall and charged an additional fee.
8. The resident agrees not to damage or otherwise alter the condition of the premises, or appropriate furnishings from the public areas of the halls, or other student rooms, or remove furnishings from the building. The University will charge the cost of any damage or loss to a room or its furnishings to the occupant(s) assigned thereto, and the resident agrees to pay such charges upon notice. Also, the University will charge the cost of any damage or loss to the common areas of any residence hall or its immediate surroundings if the student(s) responsible are identified.
9. No resident is permitted to use residence hall rooms for the purpose of operating a commercial enterprise. No one is permitted to solicit or sell commercial products or services in the residence halls without prior approval. Exceptions must have prior written approval of the Office of Residence Life and Housing Services as per the policy outlined in the "Guide to Residential Living", which is expressly incorporated into this Agreement (<https://www.wcupa.edu/services/stu.lif/resLifeGuide/>).
10. The Laws of the Commonwealth of Pennsylvania and University policy in regard to the use of alcoholic beverages and drugs (including illegal or controlled substances) shall apply to all residents within the residence halls or on adjacent grounds of the residence halls. Violations of these laws and policies will result in applicable University and/or civil action, including but not limited to, removal from University housing.
11. The following are prohibited in or around the residence halls: (a) the use or possession of weapons, pyrotechnics, or other materials including flammable substances which may endanger resident health and safety; (b) use or possession of items which pose a fire hazard or cooking appliances such as hot pots, hot plates, toasters, refrigerators (none over 3.6 cubic feet permitted), microwave ovens (none larger than 0.7 cubic feet permitted), halogen lamps and sunlamps, as well as open flames and burning materials (i.e., cigarettes, candles, incense, etc.); (c) unreasonable use of radios and/or other sound equipment which are likely to disturb other residents; (d) the preparation of meals in a resident's room; (e) pets; (f) breaking the screen seal and removing the screen from the window, or disposing of any item from a window; (g) the changing of furniture from one room or area to another or removing furniture from the building; (h) using furniture in a manner other than originally intended (beds placed on bureaus, blocks, etc.); (i) any water-filled appliances or furniture (i.e., waterbeds, aquariums, etc.). Students with the need for service or emotional support animals should contact the Office of Residence Life and Housing Services for more information regarding service or emotional support animal policy.
12. Every guest is subject to University rules and regulations and is the responsibility of the resident-host while present in the residence halls. The University reserves the right to deny access to any guest if it is reasonably determined that such person has disturbed, endangered, or disrupted other residents. The University does not

condone nor permit cohabitation nor patterns of extended visitation with any person not assigned to the resident's room.

13. The University reserves the right to enter residents' bedrooms for the purpose of maintenance, inspection, repair, enforcement of University rules and regulations, or in cases of emergency. All areas are inspected at the close of the building for University vacations by Residence Life staff members. Areas will also be inspected on a regular basis for safety and health concerns. The University recognizes its responsibility to respect the right of residents not to have their privacy unreasonably disturbed.
14. The undersigned resident agrees to adhere to the published regulations of West Chester University, including the current edition of the "Ram's Eye View", and the applicable laws, ordinances, and regulations of the Commonwealth of Pennsylvania and the Borough of West Chester. In addition, the current edition of the "Guide to Residential Living" is incorporated as part of this Agreement. Violation of this Agreement will result in applicable University and/or civil action.
15. Since the potential danger posed to the residence community by fire is so severe, any resident identified as intentionally, or through negligence, igniting any facility, furnishings, equipment or substance within the residence halls or tampering with fire safety equipment will be subject to applicable University action, civil action, and/or criminal sanction. Tampering includes covering or de-activating a smoke alarm or intentionally causing a detector to activate, or intentionally activating any portion of the sprinkler system.
16. Upon the termination of this Agreement as hereinbefore provided, the resident shall promptly vacate the premises within 24 hours, leaving the same in a condition of good order and repair at such time. This Agreement shall terminate upon: (a) the date determined under the terms of paragraph 1 or 2 hereof, or (b) the date which resident received notice from the University to vacate the premises for violation of this Agreement, provided that proper check-out has occurred.
17. All residence hall students must be on an approved University Meal Plan. Use of a meal card by anyone other than its owner and/or disorderly conduct in the dining hall is subject to disciplinary action. There is a fee for replacing lost/stolen meal cards. Pro-rated refund/credit on meal fees are permitted upon withdrawal if the student properly checks out of the room and receives written permission from the Office of Residence Life and Housing Services.
18. Prior to occupancy, Residence Life and Housing Services staff members will inspect rooms and inventory the contents. Each student will have the opportunity to complete a Room Condition Verification Form when they move in. This form must be validated and returned to a staff member within 24 hours of receipt. When the student vacates the room, a final inventory will be taken and reviewed by the appropriate Residence Life and Housing Services staff. It is the resident's responsibility to arrange for a proper check-out. Students will be charged for lost University property, pro-rated damages, lost keys, and costs for excessive cleaning and all repairs.
19. In the event of a withdrawal from the University, a proper residence hall check out must occur (i.e. return of room key to a staff member or proper use of an Express Check-Out envelope) in order to receive a prorated refund of housing and meal charges. Failure to complete proper check out will result in the student remaining responsible for all applicable charges. There is no refund or credit of the housing fee upon unapproved withdrawal from the University. In addition, appropriate fees will be charged against those who check out improperly.
20. Any student removed from housing for disciplinary reasons will receive no rebate of housing. Meal plans are cancelled upon removal and remaining costs are credited. Meal plans may be continued by contacting the Office of Residence Life and Housing Services.

21. Smoking of any tobacco product (including the use of electronic or tobacco-free cigarettes, vaporizers, hookahs, and pipes) in the residence halls (including student rooms, lounges or common areas) is PROHIBITED. Violations of this policy by residents or guests will result in applicable University action including, but not limited to, removal from University housing.
22. The University shall assume no responsibility for the theft, destruction, or loss of money, valuables or other personal property belonging to, or in the custody of, a resident for any cause whatsoever, whether such losses occur in student rooms, storage rooms, public areas, elsewhere in the residence hall, or in baggage related to shipment or storage. The resident is encouraged to carry personal property insurance.
23. Students must be able to care for themselves independently or arrange for services that will allow them to perform normal life functions in the context of a residential setting, including, but not limited to, bathing, dressing, and other personal care issues. This requirement may be met by having either a live-in or live-out Personal Care Attendant, within certain restrictions. Some accommodations are also available for students who have special needs. Students with the need for service or emotional support animals should contact the Office of Residence Life and Housing Services for more information regarding service or emotional support animal policy. Additional information, including available services and penalties for non compliance, can be obtained by contacting the Associate Director of Housing and Dining Administration in the Office of Residence Life and Housing Services (610-436-3307), or by referencing the WCU Handbook on Disabilities, the “Guide to Residential Living” or on the University web page at www.wcupa.edu/services/stu.lif/.
24. The College and University Student Vaccination Act requires that all students, prior to moving into University-owned and operated residence halls or apartments, must receive the vaccination for meningococcal meningitis or sign a document stating that the student has chosen to be exempted from receiving the vaccination for religious or other reasons. All residents are required to submit information electronically or sign a document prior to moving into campus rooms/apartments stating that they are in compliance with the law. This statement of compliance with the College and University Student Vaccination Act will be obtained from the Office of Residence Life and Housing Services. WCU recommends that residents have the vaccination prior to arrival on campus because no resident will be permitted to move into a room without proof of the vaccination or a completed exemption form. Evidence of vaccination can be documented on the appropriate housing application form or under separate cover from the medical provider administering the vaccine. All questions regarding the vaccine or The College and University Student Vaccination Act, and its exemptions, can be directed to the Student Health Services 610-436-2509.
25. Kitchen and laundry facilities are available in each residence hall for student use. Please refer to the Guide to Residential Living for policies that regulate the use of these spaces.

In consideration of an assignment in a residence hall, I agree to pay to West Chester University the posted room and meal charges, and I agree to the terms and conditions of occupancy specified in the Residence Hall Student Occupancy Agreement. I understand that I am responsible for all matters described in this entire document, including all materials that have been incorporated into it as described above. **I understand that this Agreement is in effect for the entire academic year (Fall through Spring Semester).**

Student Resident’s Full Name-Please Print

Date

Student Resident’s Signature

Signature of Parent/Guardian
(If student resident is under 18 years of age)

Student Resident’s WCU ID Number