

**STUDENT APARTMENTS – COLLEGE ARMS
STUDENT OCCUPANCY AGREEMENT
WEST CHESTER UNIVERSITY**

Instructions: Please read all sections of this Agreement before signing. This is a legally binding Agreement and is in effect for the entire Term of the Agreement as noted below.

This document constitutes an Agreement between the undersigned student-resident (hereinafter 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-owned student apartments named “College Arms.” The University provides accommodations for students who are scheduled for the Fall and Spring semesters, 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.

Name: _____ WCU ID Number: _____
Last First Middle
Permanent Address: _____ Mobile Phone: _____
Street City State Zip Code

Term of Agreement: All accommodations are for full month increments except Agreements starting in August and/or ending in May , unless pre-approved in writing by the Office of Residence Life and Housing Services. **The Term of this Agreement and the corresponding accommodation are:**

Apartment: _____
Type of Unit: _____
Check-in date: _____ to Check-out date: _____

Conditions of Agreement:

1. THIS AGREEMENT IS BINDING FOR THE TERM LISTED ABOVE, STARTING IN AUGUST (UNLESS OTHERWISE NOTED) AND INCLUSIVE OF THE ENTIRE ACADEMIC YEAR, AND THE RESIDENT WILL BE BILLED FOR ACCOMMODATIONS. THIS AGREEMENT BECOMES ACTIVE UPON SIGNATURE, AND 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 this Agreement for reasons which are compelling and necessary, i.e., extenuating medical reasons, marriage, or death in the immediate family, may permit residents to be released from this Agreement, and a meal plan if applicable. In all such cases a “Student Occupancy Agreement Release Request” must be submitted to the Assistant Director of Housing.
3. **Assignment:** Accommodations are assigned for the term listed above and the assignment is not transferable by the resident. Resident may not sublease the apartment or bed space, and resident shall not assign this Student Occupancy Agreement or assign the apartment, bedroom, or any part thereof, without University’s prior written consent, such being at University’s discretion. **Resident acknowledges and agrees that if the resident wants to be released from the obligation of this Student Occupancy Agreement, whether prior or subsequent to the commencement of the term of this Student Occupancy Agreement, the resident must find a replacement resident who is willing to take over the resident’s obligations under this Student Occupancy Agreement and obtain University’s consent to such assignment. If resident does not find a replacement resident, University may permit the resident to sign a release agreement, which will be kept on file in University’s Office of Residence Life and Housing Services in the event of an inquiry from a prospective resident. Resident acknowledges and agrees that the completion of release agreement does not release resident from any of resident’s obligations until the replacement resident has completed all necessary documents (including but not limited to a Student Occupancy Agreement), all fees have been paid, all parties (including University) have signed said documents, and the replacement resident has moved in. Resident acknowledges and agrees that in the event that a replacement resident is not found by either resident or University, then resident will be responsible for payment for the entire Term of this Student Occupancy Agreement.**

Resident acknowledges understanding of the obligations necessary to be successfully released from their Student Occupancy Agreement as stipulated above. Additional Student Occupancy Agreement release request instructions are available from the Office of Residence Life and Housing Services.

No release is complete until the new resident has paid all fees, submitted all paperwork, and taken occupancy of the unit. If, at any time, the new/incoming resident fails to complete an occupancy agreement or submit the appropriate deposit, the release is considered void. The current resident will remain responsible for the apartment until such time as the release process is successfully completed and a new resident is assigned to the unit.

4. Assignments will be made to a specific bedroom within an apartment, with single, double, triple, or quadruple occupancy. Units will be partially furnished as noted on the departmental website (www.wcupa.edu/reslife). Occupancy shall commence and end as specified in the official information supplied by the Office of Residence Life and Housing Services. Note the check-in e-mail for special arrangements and information regarding August move-in. 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 student apartments within 48 hours of the complex’s opening in August. Such students shall continue to be bound to all terms and conditions, including all charges and fees, set forth in this Agreement.
5. 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 individual occupancy within a student apartment. Meal plans, while not mandatory in the student apartments, are also available to students at an additional fee as posted by the University each semester.
6. 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, resolving community and roommate behavior issues and judicial reassignments or for repair or renovation. Students who are reassigned are required to pay the designated rate for the assigned unit. Assignments are made without regard to race, national origin, religion, veteran status, disability, ancestry, age, or

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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.

7. With the exception of filling a vacancy, the Office of Residence Life and Housing Services will place no other person in the immediate premises during the resident's absence without the consent of the resident. **By further explanation of filling a vacancy, the University reserves the right to reassign students from bedroom to bedroom or from apartment to apartment to consolidate occupancy or for other administrative reasons.** Information regarding consolidation will be provided to those students affected. Failure to follow appropriate procedures will result in financial charges, administrative action, or both.
8. Occupancy will be permitted over University vacation periods that occur within the Term of Agreement. No additional fee beyond the designated room charge will be levied for these accommodations. Service hours and staffing may be modified during those times. Resident should periodically check postings within the complex and student e-mail account for changes in hours of operation.
9. The resident agrees not to damage or otherwise alter the condition of the premises, remove assigned furniture, or appropriate furniture from other apartments or unauthorized areas. The University will charge the cost of any damage to a bedroom, apartment, furnishings or appliances 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 to common areas of the building or its immediate surroundings if the student(s) responsible are identified.
10. No resident is permitted to use an apartment or bedroom for the purpose of operating a commercial enterprise. No one is permitted to solicit or sell commercial products or services in the student apartments 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".
11. 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 student apartments or on adjacent grounds of the student apartments. Violations of these laws and policies will result in applicable University and /or civil action, including, but not limited to, removal from University housing.
12. The following are prohibited in or around the student apartments. (a) the use or possession of weapons, pyrotechnics, or other materials including flammable substances which may endanger resident health and safety including halogen lamps; (b) 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) pets; (e) breaking the screen seal and removing the screen from the window, or disposing of any item from a window; (f) the changing of furniture from one apartment, bedroom or area to another, (g) using furniture in a manner other than originally intended (beds placed on bureaus, blocks, etc.), (h) any water-filled appliances or furniture (i.e., waterbeds, aquariums, etc.)
13. Every guest is subject to University rules and regulations and is the responsibility of the resident-host while present in the student apartments. 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 bedroom or apartment.
14. The University reserves the right to enter residents' bedrooms or apartments for the purpose of maintenance, inspection, repair, enforcement of University rules and regulations or in cases of emergency. All areas are inspected at regular intervals by Residence Life staff members for safety and health concerns. The University recognizes its responsibility to respect the right of residents not to have their privacy unreasonably disturbed.
15. 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.
16. 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 student apartments or tampering with fire safety equipment will be subject to applicable University and/or civil action. 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.
17. 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 Term of Agreement on page 1, 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.
18. A student living in the student apartments is not required to purchase a meal plan from the University's Food Service. For those on a plan, the transferring of a meal card 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 receives permission from the Office of Residence Life and Housing Services. Receipts should be kept in case of error.
19. Prior to occupancy, Residence Life and Housing Services staff members will inspect apartments 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 48 hours of receipt. When a student vacates an apartment, a final inventory will be taken of both the bedroom and common areas. It is the resident's responsibility to arrange for a proper checkout. Students will be charged for lost University property, pro-rated damages, lost keys, and costs for excessive cleaning and all repairs.
20. In the event of a withdrawal from the University, a proper apartment check out must occur (i.e. return of room/apartment keys) in order to receive a prorated refund of housing and applicable meal charges. Failure to complete a proper check out will result in the student remaining responsible for all applicable

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charges. There is no refund or credit for the housing fee upon unapproved withdrawal from the University. In addition, appropriate fees will be charged against those who check out improperly.

21. Any student removed from housing for disciplinary reasons will receive no rebate of housing fees. If applicable, meal plans are cancelled upon removal and remaining cost is credited. Meal plans may be continued by contacting the Assistant Director of Housing.
22. Smoking of any tobacco product in the apartments (including bedrooms or common areas) is NOT PERMITTED. Smoking is restricted to designated areas outside the buildings only as outlined by the staff of the complex. Violations of this policy by residents or guests will result in applicable University action including, but not limited to, removal from University housing. Smoking is prohibited in any enclosed public area (hallways, etc.).
23. 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 and/or apartments, storage rooms, public areas, elsewhere in the apartment complex, or in baggage related to shipment or storage. The resident is encouraged to carry personal property insurance.
24. 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 a live-in or live-out Personal Care Attendant, within certain restrictions. Some accommodations are also available for students who have special needs. Additional information, including available services and penalties for non compliance, can be obtained by contacting the Assistant Director of Housing Services 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/.
25. 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 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. 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 or documents can be directed to Student Health and Wellness Center 610-436-2509.
26. If the resident desires the right at any time to park a vehicle in the complex or on campus, then the resident shall purchase a currently valid parking decal for each vehicle and shall otherwise comply with the requirements of the University for the issuance of such parking rights. Resident agrees that Public Safety reserves the right at any time and from time to time to tow any and all vehicles that do not display a currently valid parking decal. Residents and all persons visiting the resident shall comply at all times with all parking rules and regulations issued from time to time and at any time by the University. It is resident's responsibility to make sure all of the resident's guests and visitors understand all parking rules and regulations and that their vehicles may be towed at their expense if parked improperly. Purchase of a parking permit does not guarantee a parking space within the complex.
27. Resident acknowledges and agrees that this Student Occupancy Agreement extends the right to use the apartment to the resident only, and not another, and that anyone other than resident who visits, occupies, or stays at the apartment is a guest unless such person is an resident of the apartment by virtue of being a party to a separate housing occupancy agreement with the University.

In consideration of an assignment in a student apartment, I agree to pay to West Chester University the posted housing charge, and meal plan charge if applicable, and I acknowledge receipt of and agree to the terms and conditions of occupancy specified in the Student Apartment Student Occupancy Agreement. I understand that I am responsible for the materials on all pages of this document. **I UNDERSTAND THAT THIS AGREEMENT IS IN EFFECT FOR THE ENTIRE TERM LISTED ON PAGE 1.**

Student Resident's Full Name

Date

Student Resident's Signature

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

Student Resident's WCU ID Number

10/2013

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