For the purposes of this contract, the term “residence halls” refers to student housing facilities operated or owned by Wichita State University. The term “resident” refers to the student or person who signs this contract regardless of whether or not the individual actually resides in the residence halls. This document is a combined Application and Contract and from herein will be referred to as the “contract.” Wichita State University agrees to providing housing and food service according to the provisions of this contract. The resident agrees to abide by all terms of this contract and to pay the amounts specified at the time prescribed in this contract. Housing and food service are made available to residents for the specific purpose of personal residence and may not be sublet or used by residents or outside agencies for any commercial purposes. This contract is not assignable or transferable without the permission of Wichita State University (see section VI.D. for transfer exceptions). Formal acceptance of this contract by Housing and Residence Life will be confirmed by a notice of assignment for the contract period which is emailed to the resident’s university email account. There is a cancellation fee for terminating this contract on or after June 1, 2015. See Section VI for additional details of the cancellation terms.

I. CONTRACT PERIOD

This contract is for the 2016-2017 academic year (Fall and Spring semesters) or the remaining portion of the Academic Year from the resident’s contract start date excluding those periods during which the residence halls and dining services will be closed. Meals will be served in Sodexo-operated Dining Halls during the hours of service designated by Food Service and Housing and Residence Life. The following is the scheduled contract period, which is subject to change at the sole discretion of Wichita State University:

- Saturday, Aug 13 at 8am – Early Move-In*
- Wednesday, Aug 17 – Shocker Dining Hall opens with breakfast
- Saturday, Aug 20 at 8am – Contract begins
- Tuesday, November 22 – Dining Hall closes after lunch for Thanksgiving break
- Sunday, November 27 – Dining Hall reopens with brunch
- Friday, December 16 – Dining Hall closes after dinner for semester break
- Sunday, January 11 – Dining Hall reopens for brunch
- Sunday, March 19 – Dining Hall closes for spring break after dinner/late night
- Saturday, March 25 – Dining Hall reopens for brunch
- Friday, May 12 – Dining Halls close after dinner
- Saturday, May 13 at 12pm – Contract ends*

* Early Move-In refers to an arrival prior to the established move-in date stated in the contract above. There will be NO early move-in for residents without prior approval from Housing and Residence Life. Early Move-In is designated for residents who are required to attend a university-sponsored orientation or other related events. Residents approved for Early Move-In will be required to pay an additional pro-rated fee calculated from their actual arrival date through the date when the residence halls open for the Fall semester. No residents will be permitted to move in prior to the established Early Move-In date. Residents arriving before August 20, 2016 who have not received prior approval from Housing and Residence Life will be required to find off-campus housing accommodations until the residence halls open at 8 a.m. on August 20, 2016.

II. ELIGIBILITY

A. ENROLLMENT: Each resident must be enrolled as a student in six (6) credit hours or more at Wichita State University for each semester of the contract period. Exceptions may be granted by the Director of Housing and Residence Life or the Director’s designee.

B. GOOD STANDING: Residents must be in good standing with Housing and Residence Life. Contracts will not be accepted from residents who have outstanding debts with the university, who were consistently delinquent in making payments (60 days behind during a contract period), who failed to fulfill the terms of a previous contract, whose contract was administratively terminated, and/or whose contract was terminated as a result of disciplinary action. If a resident has applied for a future term and becomes in bad standing with Housing and Residence Life, the resident’s future contract may be administratively terminated.

C. EXCEPTIONS: All requests for exceptions to the terms of eligibility must be submitted in writing to Housing and Residence Life at least two weeks prior to the anticipated contract start date.

D. VACCINATIONS: Each resident shall be required to complete and submit a Menigitis Vaccination and Disease Information Form or a signed waiver within fifteen (15) days of occupancy of a university residence hall. Each resident who does not complete and submit a Menigitis Vaccination and Disease Information Form or a waiver shall be referred to the Vice President of Student Affairs or the Vice President’s designee.

III. FOOD SERVICE INFORMATION

A. BOARD OPTIONS: Residents of all Wichita State Housing Facilities are required to purchase a residential meal plan each semester. Residents may change meal plans on or before the first day of the semester (once through September 15 for the Fall Semester and once through February 15 for the Spring Semester). All changes are effective starting the Friday after the change is made. Meals are counted weekly from Friday through Thursday. If no meal plan is selected, the default meal plan of 19 meals per week with $400 Shocker Dollars per year will be assigned to the resident.

B. MISSED MEALS: The university takes into consideration that the average resident may be absent for a certain number of meals and sets the rates accordingly. For this reason, no contract adjustments or refunds will be made for missed meals.

C. MISUSE/SUSPENSION OF MEAL PRIVILEGES: Meal service provided under this contract is for use by the resident only. Residents who allow any other individuals to utilize their meal card will be subject to disciplinary action. The university may suspend meal plan privileges if the resident fails to make payment on time or fails to abide by all of the terms of this contract. Housing and Residence Life will determine when and whether or not to reinstate meal plan privileges.

IV. PAYMENT

A. APPLICATION FEE: A non-refundable $75 application fee must be submitted with this contract unless the contracting resident fulfilled a Summer 2016 Housing and Residence Life contract at Wichita State University. The application fee is non-refundable unless a housing assignment is not available.

B. PREPAYMENT: A $200 prepayment must be submitted with this contract (even if the resident will be receiving financial aid at registration). A room will not be reserved without the prepayment. The prepayment will be applied toward housing charges and is not refundable in the event of cancellation after June 1 (December 1 for Spring-only Contracts). See Section VI for details about cancellation terms.

C. PAYMENT SCHEDULE: The resident agrees to pay the university for housing and food service in accordance with the rates and payment schedule specified by the university. Any charges or fees the resident has incurred for damage, lost access key/cards, improper checkout, etc. must be paid by the resident. Room and board payment for housing and food service is due in full at the beginning of each semester (when tuition payments are due) unless the resident has entered into an installment payment plan with Financial Operations. If payment is not received in full by the due date for tuition and other fees, as published in the schedule of courses, resident will be automatically enrolled in the installment payment plan and will be responsible for the additional fee of $100 for the installment plan option. Monthly payments are due by the 15th of each month and may be paid online. Subject to Kansas Board of Regents policy, the university reserves the right to change housing and accommodation charges at any time.

D. FINANCIAL AID: Residents who receive any type of financial assistance (scholarships, loans, grants, etc.) will have their financial assistance applied first to tuition and fees and then to room and board until these obligations are completely met with the university for the entire semester - regardless of the monthly payment plan.

E. LATE PAYMENTS: A late payment fee will be assessed in accordance with the university Fee Schedule to a resident’s account if payment is not received in accordance with the payment schedule. A resident whose account remains unpaid 10 days after the due date may have their room and/or board services suspended. Balances unpaid for more than one month will result in action, which may include immediate eviction and a hold on future transactions with the university. Accounts that remain delinquent may be sent to a collection agency. For other payment arrangements, please contact Financial Operations at (316) 978-3070.

F. DISPUTE OF CHARGES: A resident who wishes to dispute any room or board charges assessed during this contract period must do so in writing to Housing and Residence Life at Housing@wslu.edu and within 90 days of assessment.

V. ROOM ASSIGMENTS

A. PRIORITY: Room assignments will begin following the contract renewal period for current residents in Fall 2016. Priority for all campus housing is primarily established by the date the completed contract and payment are received. The university’s acceptance of this contract does not guarantee a specific room assignment. Eligibility will be verified prior to assignment. The university reserves the right to cancel contracts of residents declared academically ineligible.

B. PREFERENCE: Preferences indicated on the contract are used to assign rooms. Preferences are requests and are not to be understood as contract stipulations. A specific room assignment based upon a resident’s request is not guaranteed or implied. Roommate/Suite mate requests are not guaranteed.

C. EQUAL OPPORTUNITY: The university makes all assignments without regard to race, color, religion, sexual orientation, national origin, age, or ethnicity.

D. PERSONAL INFORMATION: To facilitate the coordination of living arrangements, directory information to include name and email address will be released to assigned roommates and suitemates.

E. ROOM CHANGE POLICY: Residents may request a room change twelve (12) business days after the first day of classes and no later than the last Friday preceding Study Day. Changes in room assignments may be made only with the approval of the Residence Life Coordinator or Assistant Residence Life Coordinator.
F. CONSOLIDATION: The university reserves the right to make assignments for administrative expediency or as considered necessary for repairs, pest treatment, or in the interest of the resident's health, safety, welfare, or where disciplinary sanctions require reassignment. If housing demand exceeds room-assignment capacity, the university reserves the right to use designated temporary room assignments pending re-assignment/relocation. This includes the right to consolidate resident assignments as needed. The university reserves the right to move room assignments at any time to accommodate a student with unique physical requirements. Consolidation may also include moving residents in a contracted single room to move together during a contract period. Options depend upon availability at the time of consolidation. Room changes may include being billed at a higher rate at the new room cost.

VI. CANCELLATION / TERMINATION OF CONTRACT
The resident may cancel this contract by giving official notice to Housing and Residence Life subject to the following provisions. All cancellations must be completed through the Campus Housing link within the resident's myWSU portal. The university reserves the right to cancel this contract under any of the conditions described herein. Any refunds for payments will be made in accordance with the provisions of this contract. Residents have the right to appeal cancellation fees, as outlined below in section VI.C.

A. CANCELLATION BY RESIDENT
1. The Resident may cancel this contract by logging into their myWSU portal, selecting the Campus Housing link, and completing the cancellation form. Termination prior to the end of this contract will result in the following: 1) forfeiture of application fee and pre-payment; 2) the obligation to pay the prorated portion of the contract; 3) a cancellation fee determined by the cancellation fee schedule below. Housing and Residence Life does not prorate during the last two weeks of each semester. Failure to pay any cancellation fee charges promptly may result in enrollment being blocked, official records being held, and application of late fees.
2. (a) The Resident must terminate this contract without a cancellation fee (the application fee is always non-refundable) under the following circumstances. Resident must give Housing and Residence Life thirty (30) days’ notice in any of these instances:
   a) Cancelling their contract online any time up to June 1, 2016.
   b) The resident graduates from the university and vacates assigned space at the end of their last term.
   c) The resident's housing is unable to meet the needs of the family or the resident.
   d) The resident’s room or residence hall is untenable because of delays in construction, damage, or destruction by fire or other casualty or condition. In such case, the resident will be charged for days in residence. The university reserves the right to cancel or modify this contract, including the right to make temporary alternative off-campus housing arrangements, when student housing is unavailable.
   e) The resident has been charged or convicted of a crime or crimes against persons or property or any other conduct that may threaten the safety or security of other residents, or charged with violating Housing and Residence Life or university policy. Modification of the contract may include, but is not limited to, contract termination, moving the resident to another university housing facility or restricting the resident’s access to housing facilities. In addition, individuals required by law to register as Sex Offenders will not be permitted to apply for housing or live in any university housing facility. In the event this contract is cancelled under this paragraph, the resident will be charged for room and board for the days in residence and will be required to pay the room charges for the remainder of the contract.
3. The resident fails to take occupancy within (10) days of the beginning of a contract term. All residents who do not take occupancy within ten (10) days of the beginning of a contract term will be administratively cancelled out of their room and will be subject to all charges up to the date of cancellation and any cancellation charges as outlined below in section VI.C.
4. The resident fails to meet their financial obligations under the terms of this contract. The resident will be subject to all charges up to the date of cancellation and any cancellation charges outlined below in section VI.C.
5. The resident has been academically dismissed from the university or withdraws from classes at Wichita State University. The resident will be subject to all charges up to the date of cancellation and any cancellation charges as outlined below in section VI.C.

Any appeals for an eviction conducted by Housing and Residence Life must be submitted in writing to the director of Housing and Residence Life at Housing.WSU@wichita.edu.

B. CANCELLATION BY HOUSING AND RESIDENCE LIFE
1. Housing and Residence Life may cancel this contract for any of the following reasons:
   a) The resident’s room or residence hall is untenable because of delays in construction, damage, or destruction by fire or other casualty or condition. In such case, the resident will be charged for days in residence. The university reserves the right to cancel or modify this contract, including the right to make temporary alternative off-campus housing arrangements, when student housing is unavailable.
   b) The resident has been charged or convicted of a crime or crimes against persons or property or any other conduct that may threaten the safety or security of other residents, or charged with violating Housing and Residence Life or university policy. Modification of the contract may include, but is not limited to, contract termination, moving the resident to another university housing facility or restricting the resident’s access to housing facilities. In addition, individuals required by law to register as Sex Offenders will not be permitted to apply for housing or live in any university housing facility. In the event this contract is cancelled under this paragraph, the resident will be charged for room and board for the days in residence and will be required to pay the room charges for the remainder of the contract.
   c) The resident's housing is unable to meet the needs of the family or the resident.
   d) The resident has been charged or convicted of a crime or crimes against persons or property or any other conduct that may threaten the safety or security of other residents, or charged with violating Housing and Residence Life or university policy. Modification of the contract may include, but is not limited to, contract termination, moving the resident to another university housing facility or restricting the resident’s access to housing facilities. In addition, individuals required by law to register as Sex Offenders will not be permitted to apply for housing or live in any university housing facility. In the event this contract is cancelled under this paragraph, the resident will be charged for room and board for the days in residence and will be required to pay the room charges for the remainder of the contract.

C. CANCELLATION FEE SCHEDULE

| Prior to June 1 (December 1 for Spring-only applicants) | No charge, prepayment is refunded |
| August 2- August 15 (Contract Start Date) | $200 |
| August 15- August 30 | $2500 |
| September 1- September 30 | $2250 |
| October 1- October 31 | $2001- $2999 |
| November 1- November 30 | $1750 |
| December 1- December 15 | $1500 |
| December 15- January 15 | $1250 |
| January 15- January 31 | $1000 |
| February 1- February 28 | $750 |
| March 1- March 30 | $500 |
| April 1- May 14 (Contract End Date) | Contract Balance |

Written requests to appeal cancellation charges must be filed within ninety (90) days of the contract termination date by completing the appeal form in the myWSU student portal. All appeals regarding cancellation charges will be decided by the Housing and Residence Life Appeals Committee. The decision of the Housing and Residence Life Appeals Committee is final.

D. CONTRACT TRANSFER
1. A resident may transfer their contract to another university student only in the case that the new resident does not already have an active housing contract with Housing and Residence Life and is not already required to live on campus.
2. Transfer forms must be filled out by each resident by logging into the myWSU portal and filling out all required transfer and contract forms.
3. Residents wishing to transfer their housing contract are required to locate the resident they intend to transfer the contract to without the assistance of Housing and Residence Life and Wichita State University.
4. All contract transfer requests are subject to review and must be approved by Housing and Residence Life in advance.

VII. VACATING
A. CHECKING OUT: Residents changing rooms between contract periods must complete their move no later than the deadline set each semester by Housing and Residence Life. Residents in official college housing assignments. Failure to do so may require the resident to pay the prorated portion of the contract balance. Residents who do not properly vacate their rooms by the assigned deadlines will be charged a minimum fee of $50 for improper check out.

B. PERSONAL PROPERTY: Residents are responsible for their personal property at all times. When a resident has not vacated assigned space as scheduled (internal moves as well as moves out of the residence halls at the end of a contract period) and has not removed personal property, Housing and Residence Life staff will make a reasonable attempt to contact the resident. For ninety (90) days after the attempt to contact has been made, the personal property of the resident will be inventoried and stored at the resident’s expense. After fourteen (14) days, the items will be considered abandoned and will be donated to charity or disposed of by Housing and Residence Life. Housing and Residence Life is not responsible for damage to or loss of property that might occur during the removal, storage or disposal of these items. Residents will be responsible for all costs incurred in removing personal property and the restoration of the unit to usable space.

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A. SERVICES: The university agrees to make utilities (electricity, water, sewer, heating, and air conditioning) available at no additional cost to the resident. In recognition of a need to preserve resources, the resident agrees to use the utilities in a conservative, economic, and efficient manner. The university is not responsible for any interruption in service resulting from causes beyond its control, and such interruptions will not relieve the resident from the obligations of this contract.

B. PROPERTY: The university is not responsible for theft, loss, or damage to resident’s personal property, including, but not limited to loss from fire, flood, tornado, windstorm, earthquakes, winter storms, or bug infestation. Residents are encouraged to purchase rental insurance for their personal property. When a safety hazard or threat exists to other residents or to university property as determined by the Director in his/her sole discretion, the university reserves the right to require immediate removal of a resident’s personal property from the residence hall.

C. PERSONAL INJURY: The university does not carry liability insurance for personal injury or property loss that may be sustained by residents or their guests. The university is subject to the Kansas Tort Claims Act, K.S.A. 75-6101 et seq, which governs claims for injury to persons or property against the university and its employees acting in the course of employment, including claims of negligence. Residents agree to carry insurance which provides for their protection in the event of personal injury or property loss.

IX. UNIVERSITY FACILITIES AND PROPERTY
A. UPMKEEP: The resident is responsible for keeping the assigned room and its furnishings clean and orderly, for cooperating with roommate and suitemates in the common protection of property, and for advising the university, through established procedures, of any deterioration or malfunction of facilities. Failure to do so may result in the resident being assessed charges based on any special or required clean up, repair, replacement, disciplinary action, and/or contract termination. Further, the resident agrees to utilize public areas of the residence hall and residence hall equipment and furnishings in a careful and proper manner and to contribute to their cleanliness and orderliness.

B. DAMAGE: The resident is responsible for the assigned room and its contents and will be charged for any and all damage occurring during the term of occupancy. Residents who damage university property, intentionally or accidentally, will be held financially responsible for such damage and may be subject to disciplinary action and/or termination of the resident’s contract. If the identity of the person(s) responsible for damage to university property in public areas cannot be ascertained, Housing and Residence Life may prorate the cost to repair such damages among all or any portion of the residents of the residence hall. All damage charges are due immediately upon receipt of bill. Failure to pay charges promptly may result in enrollment being blocked, official records being held, application of late fees, and may result in removal from the residence halls.

C. MAINTENANCE: Maintenance requests initiated by the resident constitute permission to enter the resident’s room in order to perform needed maintenance in that space.

D. PHOTOGRAPHS: The resident agrees to allow the university to use photographs of the resident and/or the rooms in the residence halls for the university’s promotional purposes and other promotions that the university deems appropriate.

X. RULES AND REGULATIONS
Upon signature of this contract, the resident agrees to abide by all university and Housing and Residence Life rules, regulations, and policies, including those contained in the Housing and Residence Life Handbook, Wichita State University Student Handbook and WSU Student Code of Conduct. The failure of the university to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a waiver or relinquishment of the right to do so. If any section or subsection of this contract becomes invalid, this will not affect the validity or enforcement of the remainder of the provisions of the contract. These rules, regulations, and policies are subject to amendment or revision at any time. Section headings are for convenience only and shall not affect in any way the meaning or interpretation of this contract. Any amendments, revisions, additions, and modifications made by, or on behalf of, the University will be properly communicated to residents by Housing and Residence Life and will be considered a part of this contract with the same force and effect as though written herein.

Wichita State University does not discriminate in its programs and activities on the basis of race, religion, color, national origin, gender, age, sexual orientation, gender identity, gender expression, marital status, political affiliation, status as a veteran, genetic information or disability. The following person has been designated to handle inquiries regarding nondiscrimination policies: Executive Director, Office of Equal Employment Opportunity, Wichita State University, 1845 Fairmount, Wichita KS 67260-0138; telephone (316) 978-3186.