I. CONTRACT PERIOD

This contract is for the 2015-2016 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 cafeterias are closed. Meals will be served in the Fairmount Towers Café and Sodexo Operated Dining Halls during the hours of service designated by Food Service and Housing and Residence Life. The following schedule contract period which is subject to change at Wichita State University site discretion:

- **Saturday, Aug 8th – Summer Move In**
- **Sunday, Aug 9th – Early Move In**
- **Monday, Aug 10th – Summer Move In**
- **Thursday, Aug 13th – Shocker Dining Hall opens with breakfast**
- **Friday, Aug 14th – Opens with dinner**
- **Monday, November 30th – Reopen with breakfast**
- **Friday, March 11th – Closes for spring break after dinner/late night**
- **Sunday, March 20th – Reopens with brunch**
- **Monday, November 30th – Reopen with breakfast**
- **Tuesday, November 24th – Dining Halls close with dinner/late night for Thanksgiving holiday**
- **Monday, November 30th – Reopen with breakfast**
- **Friday, December 11th – Close with dinner for semester break**
- **Sunday, January 10th – Reopens with brunch**
- **Friday, May 13th – Closes with dinner for academic break**
- **Saturday, August 15, 2015 is the earliest move-in day for both international and domestic students, and this will only be allowed with written approval from Housing and Residence Life. Students arriving before August 15, 2015 who have not received approval will be required to find off-campus housing accommodations until the residence halls open at 8 a.m. on August 15, 2015.**

*Important: Written Approval from Housing and Residence Life is required for Early Move-In. Residents approved for Early Move-In must pay additional pro-rated fees established from the date of Early Move-In to the date when treatment and/or not to receive privileges.*

II. ELIGIBILITY

A. Each resident shall be required to complete and submit a meningitis vaccination 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 meningitis vaccination or a signed waiver shall be referred to the Vice President or the Vice President’s designee. Documentation will remain on file with Housing and Residence Life for three years after the resident’s last contract period.

B. Each resident must be enrolled as a student in nine 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.

C. 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 twice 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.

D. 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.

III. FOOD SERVICE INFORMATION

A. BOARD OPTIONS: Residents are required to have a meal plan and a Shocker Dollar allotment. Residents of all Wichita State Housing Facilities are required to purchase a meal plan that includes Shocker Dollars each semester. Residents may change meal plans one time each semester (once September 15 for the Fall Semester and once February 15 for the Spring Semester). Residents may not cancel their meal plan after check-in. All changes are effective the Friday after the change is made. Meals are counted weekly from Friday through Thursday. If a meal plan is not selected, the default is 19 meals per week with $300 Shocker Dollars per year.

B. MISSED MEALS: The University takes into consideration that the average student will 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 student only. Residents who allow other individuals to utilize their meal card will be subject to disciplinary action. The University may suspend and/or terminate those 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 revoke privileges.

IV. PAYMENT

A. APPLICATION FEE: A $75 application fee must be submitted with this contract unless the contracting resident fulfilled a Summer 2015 Housing and Residence Life contract at WSU. This is a nonrefundable fee unless a housing assignment is 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 nonrefundable in the event of cancellation after July 1 (December 1). 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 services is due in full at the beginning of the contract period. When payment is 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 costs, resident will be automatically enrolled in the installment payment plan and will be responsible for the additional fee for $100 for the installment plan option. Monthly payments are due by the 1st of each month and may be paid online. Subject to Kansas Board of Regents’ policy, the University reserves the right to change housing and board rates when deemed necessary with thirty (30) days notice to the resident.

D. FINANCIAL AID: Students who receive any type of financial assistance (scholarships, Stafford Loan, Perkins Loans, Pell Grant, SEOG, etc.) must apply their financial assistance first and after tuition and fees and then to room and board. The University reserves the right to use financial aid to pay for dormitory services. Residents who have not received approval will be required to find off-campus housing accommodations.

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 terms of this contract. A resident whose account remains unpaid 10 calendar days after the due date may have room and 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 Housing and Residence Life at (316) 978-3693.

F. ASSIGNED ROOM CHANGES: 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 and within 90 days of assessment.

V. ROOM ASSIGNMENTS

A. Room assignments will begin following the contract renewal period for current residents in Fall 2015. Priority for all campus housing is primarily established by academic classification (freshman, sophomore, junior, etc.) and the date the completed contract and payment are received. The University reserves the right to cancel contracts of residents declared academically ineligible.

B. Preferences indicated on the contract are used to determine placement. 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. Residents may request a specific roommate and/or suitemate. Roommate/suitemate requests must be mutual and may be honored if space is available at the time of initial assignment. Roommate/Suitemate requests are not guaranteed.

C. The University makes all assignments without regard to race, color, religion, national origin, age, or ethnicity.

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

E. Students are assigned a room change beginning on the 12th business day 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 written approval of the Residence Life Coordinator or Assistant Residence Life Coordinator.

F. 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 student’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.

G. The University reserves the right to consolidate. Consolidation requires residents who have contracted a private room to move together during the period of the contract. Therefore, if a vacancy occurs in an assigned room, the remaining resident agrees to accept another roommate as assigned, move into another roommate as assigned, and 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. Formal acceptance of this contract by Housing and Residence Life will be confirmed by an assignment letter for the contract period which is emailed or mailed to the resident. There is a cancellation fee for terminating this contract on or after July 1, 2015. See Section VI for additional details on the cancellation terms.

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 singularly as the “contract.” Wichita State University agrees to provide 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. Formal acceptance of this contract by Housing and Residence Life will be confirmed by an assignment letter for the contract period which is emailed or mailed to the resident. There is a cancellation fee for terminating this contract on or after July 1, 2015. See Section VI for additional details on the cancellation terms.
VI. CANCELLATION / TERMINATION OF CONTRACT

The resident may terminate the contract by giving written notice to Housing and Residence Life subject to the following provisions. Cancellation letters may be sent by electronic mail, fax, US Mail or hand deliver. Cancellation letters postmarked by cancellation deadline dates will be accepted if received by Housing and Residence Life after the deadline. 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 VI.B.7.

A. CANCELLATION / TERMINATION OF CONTRACT PRIOR TO AUGUST 1 (DECEMBER 1 FOR SPRING SEMESTER ONLY CONTRACTS):

1. Residents who notify Housing and Residence Life before July 1 (or December 1 for Spring semester only contracts) in writing of their intention to cancel this contract will receive a 100 percent refund of the prepayment. The application fee of $75.00 is nonrefundable.

2. Residents who notify Housing and Residence Life on or after July 1 but prior to August 1 (or on or after December 1 but prior to January 1 for Spring semester only contracts) in writing of their intention to cancel this contract will be charged a cancellation fee of $257.

3. Residents who are denied admission to the University and submit a copy of the official notification of denial and a letter requesting a refund to Housing and Residence Life prior to the first day of classes will receive a full refund of the $200.00 deposit. The application fee of $75.00 is nonrefundable.

B. CANCELLATION / TERMINATION OF CONTRACT ON AFTER AUGUST 1 (ON AFTER DECEMBER 1 FOR SPRING SEMESTER ONLY CONTRACTS):

1. In all cases involving cancellation after the contract begins, residents are required to meet with their Residence Life Coordinator or Assistant Residence Life Coordinator at least 30 days in advance of the cancellation date to discuss the termination of this contract and to discuss arrangements by Housing and Residence Life for further processing of the cancellation—including a calculation of appropriate cancellation charges. Failure to do so may result in the assessment of a fee for improper checkout. The student at the cancellation appointment with the Residence Life Coordinator or Assistant Residence Life Coordinator must submit written documentation verifying the reason for cancellation.

2. Residents who cancel their contract at the end of Fall Semester in December must be officially checked out no later than 12:00 PM, Saturday, December 13, 2015 and will be assessed a cancellation fee of the remaining balance for room and board. Residents who leave the University at the end of the Fall Semester in December without checking out will incur a cancellation fee and a fee for improper check-out.

3. Residents who cancel their contract on or after August 1 (or on or after January 1 for Spring only contracts) will be responsible for payment of 50% of the remaining housing and meal fees for the fall semester.

4. Residents who cancel their contract on or after August 1 (or on or after January 1 for Spring only contracts) will be responsible for payment of 50% of the remaining housing and meal fees for the spring semester.

5. The University reserves the right to terminate or modify the terms of this contract when the Director of Housing and Residence Life or the Director’s designee learns that a resident has been charged or convicted of a crime or crimes against persons or any other conduct that may threaten the security of other residents. Modification of the contract may include, but is not limited to, contact termination, moving the resident to another University housing facility or restricting the resident’s access to housing facilities. Failure to do so may result in the assessment of a fee for improper checkout. The student at the cancellation appointment with the Residence Life Coordinator or Assistant Residence Life Coordinator must submit written documentation verifying the reason for cancellation.

6. The University reserves the right to terminate or modify the terms of this contract when the Director of Housing and Residence Life or the Director’s designee learns that a resident has been charged or convicted of a crime or crimes against persons or any other conduct that may threaten the security of other residents. Modification of the contract may include, but is not limited to, contact termination, moving the resident to another University housing facility or restricting the resident’s access to housing facilities. Failure to do so may result in the assessment of a fee for improper checkout. The student at the cancellation appointment with the Residence Life Coordinator or Assistant Residence Life Coordinator must submit written documentation verifying the reason for cancellation.

7. Written requests to appeal cancellation charges must be filed within 90 days of the contract termination date. All appeals regarding cancellation charges will be decided by the Housing Appeals Committee. The decision of the Housing Appeals Committee is final.

VI. VACATING

A. Residents changing rooms between contract periods must complete the move no later than the deadline set by Housing and Residence Life. Failure to do so may result in the forfeit of a move fee, as outlined below in VI.B.7.

B. 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 building 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. Forty-eight (48) hours 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 14 days, the items will be considered abandoned and will be donated for 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 items. Residents will be responsible for all costs incurred in removing personal property and the restoration of the unit to usable space.

VIII. UNIVERSITY RESPONSIBILITY

A. SERVICES: The University agrees to make utilities (electricity, water, sewer, heating, air conditioning, and basic cable television service) available at no additional cost to the resident. In recognition of energy conservation, residents are encouraged to use utilities in a cooperative, economical, 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. The University is not responsible for any property remaining in the resident hall after a resident vacates the residence hall or a contract is canceled. Personal property that is not removed by the resident will be deemed abandoned by the resident, who will be responsible for the cost of removal and its storage, cost of storage.

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 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.

IX. UNIVERSITY FACILITIES AND PROPERTY

A. UPKEEP: 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 ordinariness.

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 damaged 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.

X. RULES AND REGULATIONS

Upon signing 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, WSU 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 reserved by this contract shall not be considered a waiver of such right. 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 any of 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.
Notice of Nondiscrimination: Wichita State University does not discriminate on the basis of race, religion, color, national origin, gender, age, sexual orientation, marital status, status as a veteran, genetic information, or disability. Any person having inquiries concerning this notice may contact the Executive Director of the Office of Equal Employment Opportunity Title IX Coordinator, Wichita State University, 1845 Fairmount, Wichita, Kansas 67260-0138, (316) 978-3186.