

# Washburn University

## Washburn Village Community

### 2009-2010 Room and Board Contract

**PLEASE READ THE TERMS OF THIS CONTRACT CAREFULLY BEFORE SIGNING.**

Return all copies of this contract to the Residential Living Office, 1801 SW Jewell Ave., Topeka, KS 66621 with \$300 (a \$200 prepayment and a \$100 damage deposit). If the contract is submitted after August 12, 2009 for the Fall semester (January 13, 2010 for the Spring semester), the balance due for the semester is to be paid at the same time.

I, \_\_\_\_\_ hereby certify that I have applied and have been accepted by the Director of Admissions for admission to Washburn University; and I hereby apply for room and board accommodations for the entire academic year, or for the remainder thereof.

I enclose the sum of \$300 payable to Washburn University as a \$200 prepayment applied to the first semester's room and board fees and a \$100 damage deposit which will be held by the University until the resident vacates the residence hall. I have read the terms on the front and back of this contract, including the section on charges for cancellation, and have reviewed the Room and Board Schedule of Payments and agree to abide by them. I understand and agree that this contract is in force for the entire academic year, or for the remainder thereof, and that I am financially responsible for meeting its terms as set forth in the Room and Board Schedule of Payments enclosed with this contract. I also understand that the room assigned to me will not be held after the first day of classes of the semester unless the Residential Living Office is notified and agrees to hold the room.

Hall Preference: Indicate 1<sup>st</sup> and 2<sup>nd</sup> choice. The student will be assigned to his/her preference based on space availability.

Single \$5,120 for academic year       Double \$3,415 for academic year

Meal Plan: Indicate preference. Students are required to have a meal plan.

Value Meal Plan \$1,190 Includes \$ 425 in "Bod Bucks"       Standard Meal Plan \$1,770 Includes \$635 in "Bod Bucks"       Enhanced Meal Plan \$1,995 Includes \$720 in "Bod Bucks"

Room and board payments are due in full at the beginning of each semester. Charges for the residence halls will be added to the student account when the contract is accepted and fees are assessed. The last day to clear the Business Office for the Fall 2009 semester is August 28, 2009 and January 29, 2010 for the Spring 2010 semester. Late fees will apply after that date. Payments can be made in person in the Business Office, Morgan Hall Room 205, via MyWashburn web portal or through the mail if the student has been accepted for admission and housing, and has advanced registered. The University accepts checks, cash, money orders and credit cards (Mastercard, Visa, Discover, and American Express). Any financial aid received by a student must first be applied to tuition and fees, then to room and board. Residents are only billed those dates in which housing is officially open – see University Calendar.

**PLEASE NOTE: Do not sign this agreement before you have read it. This agreement shall not become effective until it is accepted and signed by appropriate University Officials.**

I, the undersigned, agree and covenant to make payment for my room and board according to the dates outlined above and provided in the Room and Board Schedule of Payments. I understand that I may make advance payments at any time during the term of the Room and Board Contract. I also agree to be responsible for all of the obligations provided for in this contract. I understand this is a license agreement providing me the right to occupy the residence hall subject to the terms of this agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Legal Name \_\_\_\_\_ Age \_\_\_\_\_ WIN# \_\_\_\_\_

Last                      First                      Middle

Home Address \_\_\_\_\_

No. & Street                      City                      State                      Zip

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

**SIGNATURE OF PARENT OR GUARDIAN—Required Only if Applicant is Under 18**

In consideration of the making of the above contract and in reliance on my assumption of liability, I hereby agree to assume and to be jointly and individually responsible with the applicant for all board and room payments and obligations provided for in this contract.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

No. & Street                      City                      State                      Zip

**DO NOT WRITE BELOW THIS LINE**

Accepted By \_\_\_\_\_ Accepted by \_\_\_\_\_

Director of Residential Living                      Director of Business Services

Date \_\_\_\_\_ Date \_\_\_\_\_

Hall: Washburn Village      Room: Double      Single      Private      Meal Plan: Value      Standard      Enhanced

**University Use Only**

\_\_\_\_\_ Meal Plan - Value \$      \_\_\_\_\_ Standard \$      \_\_\_\_\_ Enhanced \$

\_\_\_\_\_ Single Room: \$      \_\_\_\_\_ Double Room \$

Cashier: \_\_\_\_\_

Amount Paid                      Date                      Cashier Int.

**NOTICE OF NONDISCRIMINATION: It is the policy of Washburn University to assure equal educational and employment opportunity to qualified individuals without regard of race, color, religion, age, national origin, ancestry, disability, marital or parental status, or sexual orientation. Inquiries regarding nondiscrimination policies should be directed to: Equal Opportunity Director, Washburn University; Morgan Hall 380A, 1700 College, Topeka, KS 66621. All housing inquiries should be directed to the Residential Living Office, Washburn University, 1801 SW Jewell Ave., Topeka, KS 66621, 785-670-1065.**

## 1. PERIOD OF CONTRACT

The room and board contract is made for the entire academic year, or for the remainder thereof, excluding those periods during which the residence halls and dining services will be closed.

**RESIDENCE HALLS:** The residence halls will observe the following schedule during the 2009-2010 academic year:

Fall Semester	Spring Semester
Halls open- Aug. 12, 2009, 9am	Halls Open- Jan. 13, 2010, 9 am
Thanksgiving Break- Nov. 24-Nov. 28	Spring Break- Mar. 12 -Mar. 20,
Halls Close- Dec. 11, 2009, 6 pm	Halls Close- May 14, 2010, 6pm

During all breaks, halls close at 6pm on the beginning date and open at 9 am on the ending date. Rooms must be vacated no later than the deadline set by Residential Living. Residence halls are closed to all students during break periods; however, special permission may be requested to stay or return early. If arrangements can be made and permission is granted by the Director, the hall's daily room rate will be charged for the days the room is occupied. During finals all students must vacate 24 hours after their last final test, unless they have approval for an extension.

## 2. ELIGIBILITY

Any student enrolled full-time at Washburn University shall be considered eligible to live in a University residence hall. In the event a student is not enrolled as a full-time student, the University will reserve the right to terminate this contract. In such a case, the student may be required to vacate his/her room within 24 hours after ceasing to be enrolled full-time.

Effective August 1, 2007, Washburn University requires all students living in all University operated housing (Living Learning Center, Kuehne Hall, West Hall, and Washburn Village) to receive the meningitis vaccination. To view the full policy please visit the Health Services webpage at:  
<http://www.washburn.edu/studentlife/healthserv/index.html>

## 3. PAYMENT

The room and board charges for the unit selected by the student for the term of the license agreement are outlined in the schedule of payment and may also be determined by adding the sum of the damage deposit, room charges, and meal charges.

- Deposit:** Students are required to pay a deposit of three hundred dollars (\$300) when returning this Agreement to the Residential Living Office. Two hundred dollars (\$200) of the deposit will be applied to the first semester charges for occupancy and will be non-refundable after June 1, 2009 (December 1, 2009 for Spring 2010 semester only students.) One hundred dollars (\$100) is a damage deposit and is refundable upon the expiration of the term less any amounts required for repair of damage to the premises and/or debt owed to the University.
- Payment Schedule:** Room and board costs are due in full at the beginning of each semester. Room and board fees will be added to the statement of charges at the time the student pays his/her tuition and fees. The last day to clear the Business Office for the Fall 2009 semester are August 28, 2009 and January 29, 2010 for the Spring 2010. Late fees will apply after that date. Payments can be made in person in the Business Office, Morgan Hall Room 205, or through the mail if the student has been accepted or admission and housing and has registered for classes before August 12, 2009.
- Financial Aid:** Any financial aid received by the student will first be applied to tuition and fees, then toward housing costs. The student is obligated for the amount due and owing for any housing and board costs after application of financial aid.
- Payment Deferral:** If a student cannot pay the entire balance of the semester's housing costs at the time of tuition and fee payment installment plans are available via IBOD. The student's first installment payment for a semester will be required at least 1/4 of the balance due for the semester, \$200 of the deposit will be credited against the first semester's charges. The remaining fees for the semester may then be paid in up to three (3) equal installments.
- Late fee:** A late payment fee of \$25 will be assessed to the student's account for each delinquent payment. Students with accounts unpaid for more than a month shall be subject to action which may include immediate eviction and a hold on future transactions with the University.

## 4. COMPLIANCE WITH REGULATIONS

All residents and their guests are expected to comply with all University rules and regulations concerning conduct of students in the residence halls and at the University which are now in effect or which may be adopted by the University during the term of this contract. It is the responsibility of the student to read thoroughly, the WASHBURN UNIVERSITY STUDENT CONDUCT CODE, the RESIDENCE HALL HANDBOOK, and the STUDENT HANDBOOK/PLANNER publications. A current copy of each publication will be made available to each resident and will be available in each hall. The student may be required to vacate his/her room and the residence halls for violation of the rules, policies, or regulations as set forth in the documents listed above as well as for acts contrary to federal, state, or local laws. In the event a student is required to leave the residence hall, the contract cancellation charges per section 13, CANCELLATION CHARGES, will apply.

## 5. DINING SERVICES

Meal service begins the day after the residence halls open each semester and ends the last day of final examinations in December and May of the school year in which this contract applies. Meal service may be limited or not available during the following official University breaks during the 2009-2010 academic year: Fall Break, Thanksgiving Break, Semester/ Winter Break, and Spring Break. If the University closes due to inclement weather, Dining Services may run limited hours.

The board portion of this contract will be provided by Washburn University Dining Services. Dining Services operating hours are designed to offer service for three meals each weekday and the midday meal on Saturday and Sunday. The University reserves the right to change the location of meal service at any time.

All residents have a Union Market Account and Bod Bucks Account accessed by use of the campus identification card called the iCard. Half the annual amount will be applied to the each of these accounts at the beginning of the Fall semester. The second half will be credited to the accounts in the Spring semester. Students have three weeks from the first day of classes in the Fall and Spring semesters to make changes to their selected meal plan. Changes cannot be made after the three-week grace period. Lost or stolen iCards should be reported immediately. There is a \$10.00 charge for replacement cards.

Unused Union Market money from the Fall semester will automatically stay on the account for the Spring semester. All Union Market money must be used by the end of the Spring semester. Unused funds will be forfeited.

## 6. ASSIGNMENTS

Room assignments are made in a nondiscriminatory manner, based on information provided on the information card. The University reserves the right to change the assignment of a student when it is deemed appropriate. Whenever possible, the University shall accommodate a student in making a change in his/her living

assignment following an alleged sexual assault against him/her, if requested. Room changes will not be permitted until two weeks after the first day of classes each semester.

## 7. CONSOLIDATION

At any time during the academic year, if a student has requested a double occupancy room but does not have a roommate for whatever reason, the resident must select one of the following options:

- Choose to move to another half-filled room in the same complex (i.e., Kuehne Hall, Living Learning Center, West Hall or Washburn Village).
- Find another resident in a half-filled room who is willing to move into the room.
- Elect to pay the private room fee and retain the room privately for the remainder of the semester/academic year. This option is available only when there is space available. Private room fees will be calculated on a prorated basis.

If a resident is occupying a double room without a roommate and is not required to consolidate and does not wish to contract for a private room, the resident must sign a Double Room Agreement which binds him/her to the following:

- Keep the unoccupied half of the room in such condition that would allow someone to move into the room on short notice.
- Display an attitude of cooperation and acceptance toward any resident who may examine the room prior to considering occupancy.
- Agree that the room may be shown to prospective occupants without prior notification in his/her absence.

Failure to follow these guidelines will result in the resident being officially assigned a private room, with the room charges being adjusted accordingly from the date of vacancy to reflect the private room fee.

## 8. RIGHT TO ENTRY

The student grants the University the right and privilege to enter his/her room for the purpose of making health and safety inspections, performing maintenance and repairs, or taking action as may be necessary in an emergency.

## 9. FIRE, THEFT, DAMAGE, or ABANDONED PROPERTY

The student recognizes he/she is responsible for: the theft or loss of his/her money, valuables, or personal property; any damage to his/her personal property from any cause whatsoever; and for any property left in the building after he/she vacates or is expected to vacate. Property left by the student after the date he/she vacates the building shall be deemed abandoned property and the University shall have the right to dispose of it through sale, donation, or any other manner it deems appropriate. Students are encouraged to carry appropriate insurance.

## 10. PERSONAL INJURY

The student is responsible for any injuries suffered in the University's buildings or on its grounds arising out of or resulting from the student's acts or omissions. Students are encouraged to carry appropriate insurance.

## 11. TERMINATIONS

By the University- The University may terminate this agreement and the student is required to vacate the residence halls and is responsible for cancellation charges as determined in Section 13, CANCELLATION CHARGES, should the student fail to make room and board payments as scheduled; cease to be enrolled as a full-time student; or violate the rules and regulations pertaining to student conduct.

This agreement shall terminate in the event the room to which the student is assigned becomes uninhabitable on account of the partial or complete destruction of it by fire, casualty or other course beyond the control of the University or in the event ingress and egress to such room becomes impossible on account of such partial or complete destruction beyond the University's control and there is no room to which the student can be moved.

By the Student- Students should note that termination of this room and board contract during the academic year is not automatic and should not be assumed. A student who wishes to terminate his/her contract must provide written notification to the Director of Residential Living. A student who terminates his/her contract after occupancy, but who remains enrolled at Washburn, will also be charged a prorated amount for the number of days they had the right to occupy the room under the contract and 35% of the balance due on the contract for the academic year. Students who are required to leave the residence hall for failure to meet their financial obligations under the terms of the contract, who are removed from the halls because of disciplinary reasons or who vacate the halls without giving the Residential Living Office prior notification will also be charged a prorated amount for the number of days they had the right to occupy the room under the contract and 35% of the balance due on the contract for the academic year.

## 12. DAMAGE DEPOSIT

A \$100 damage deposit will be due with this contract. The deposit will be returned, less any amount deducted for damage(s) to housing facilities and/or debt owed to the University, at the end of the contract period. The damage deposit will be held by the University in a liability account.

## 13. CANCELLATION CHARGES –

- Students canceling their agreement in writing prior to or on June 1, 2009 (December 1, 2009 for Spring semester) will receive a full refund on the \$200 deposit and \$100 damage deposit (minus any individual/community damage).
- Students canceling in writing after June 1, 2009 but prior to the official opening of the units (August 12, 2009 for Fall; January 13, 2010 for Spring) will forfeit their \$200 deposit but shall be refunded the \$100 damage deposit.
- Students who are released from their unit License Agreement after the units open (August 12, 2009 for Fall; January 13, 2010 for Spring) will be charged: (i) for the number of days from the official opening to the date the cancellation is approved and the room is vacated; and, (ii) 35% of their remaining room and board balance for the academic year.
- Students who cancel their License at the end of the Fall semester and do not return to Washburn for the Spring semester because they are graduating, transferring to another institution, withdrawing from the University or studying abroad, will not be charged a cancellation fee; provided the student provides the Residential Living Office written notification of the intent to terminate for the second semester on or before December 1, 2009. Cancellation requests received after December 1, 2009 will be assessed the 35% cancellation fee. Students canceling for reasons other than those listed will be charged the cancellation fee regardless of when they cancel their contract.

## 14. VACATING

Upon termination of this contract for any reason, the student must vacate the residence halls no later than the deadlines set by Residential Living. Upon vacating, the student must follow official check-out procedures as prescribed. Students who do not properly complete this process will be assessed a minimum \$40 improper check-out fee.