



## **RESIDENCE HALLS SERVICES AGREEMENT TERMS AND CONDITIONS**

Winston-Salem State University, (the "University") and Student Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Permanent Phone: \_\_\_\_\_ Banner ID: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

(the "Student") enter into this Residence Halls Services Agreement (this "Agreement").

**Please read this document carefully.**

University agrees to provide Student space in University-Operated Residence Halls. The term of this Agreement shall be for one academic year, including both the Fall and Spring semesters, and Summer semester, if applicable (the "Term"), unless this Agreement is cancelled in accordance with the section of this Agreement entitled "Termination."

Residing in University-Operated Residence Halls is considered a fundamental part of the Student's education, therefore this Agreement is only a license to occupy and use the residential space assigned to the Student for limited purposes (the "Residential Space") and is not a lease of the University's property. This Agreement is personal and non-transferable, and it is not a commitment of admission to the University.

The University reserves the right, at its sole discretion, to determine if any past behavior, conduct, or activity of any individual is such that the interest(s) of the University, the Student, and/or other students would best be served by terminating this Agreement. In addition, the Student acknowledges that convicted and/or registered sexual offenders are not allowed to reside in University-Operated Residence Halls.

The Student must pay to the University a one hundred and thirty-five dollar (\$135) Application Fee.

The Student represents to the University that the Student is eighteen (18) years of age or older at the time this Agreement is executed and the University relies on that representation. If the Student is under the age of eighteen (18) years, then one of the Student's parents or legal guardians must sign this Agreement and that person is hereby made a party to this Agreement, subject to all terms and conditions of this Agreement.

The University's "Residence Halls Service Agreement Terms and Conditions" shall be considered part of this Agreement although it may not be attached physically hereto. The Student's occupancy is also governed by the "Living on Campus Housing Guide" and "Winston-Salem State University's Student Handbook", as currently written or as may be amended in the future.

## Residence Halls Services Agreement Terms & Conditions

### I. General Terms

- A. As used throughout these Residence Halls Services Agreement Terms and Conditions, the term "Agreement" means both the Residence Halls Services Agreement and the Residence Halls Services Agreement Terms and Conditions. All other capitalized terms have the same meaning in the Residence Halls Services Agreement and the Residence Halls Services Agreement Terms and Conditions.
- B. University Housing and Residence Life (also referred to as "Housing") agrees to furnish to the Student a housing space in a University-Operated Residence Hall in accordance with the terms of this Agreement.
- C. Housing reserves the right to modify any provision of this Agreement: (1) when necessary; (2) for reasons beyond the University's control; or (3) to efficiently and effectively operate the University's Housing program.
- D. Each provision of this Agreement is intended to be severable. If a court determines that one or more provisions of this Agreement, or any part of it, is or are invalid, illegal, unenforceable, or in conflict with the law of North Carolina, such determination shall not affect or impair the validity, legality, and enforceability of any other provision of this Agreement and this Agreement will be given full force and effect while being construed as if such invalid, illegal, unenforceable, or conflicting provision(s) had not been contained in it.

### II. Eligibility

- A. New students/Freshmen First year students will be assigned to traditional style residence halls. All first-year halls are subject to the university visitation policy. Residents will enjoy a unique residential program geared towards first-time new students from Housing. The non-traditional residence halls, Foundation Heights, Gleason-Hairston Terrace, Rams Commons, and Wilson Hall, are available for residents with an academic classification of sophomores, juniors, seniors and graduate students. Non-traditional residence halls are apartment and suite-style communities designed to enhance the campus living experience for sophomores, juniors, seniors, and graduate students. As continuing students, the level of maturity, advanced decision-making skills, and number of years on a college campus allow for a more small community-based approach to addressing individual behavior and establishing standards for the area. The physical layout of the apartments also lends itself to a more independent lifestyle than traditional residence halls. Exceptions to this policy are only available if there is a shortage of housing in any of these areas.
- B. University-Operated Residence Halls are open only to WSSU students as an incident of their enrollment at the University. Student must be a full-time student pursuant to University's policies. If Student is enrolled less than full-time, Student may live in a University-Operated Residence Hall with prior written approval from Housing.
- C. Student must register with the University's Disability Services Office at 336.750.8658 each semester to receive consideration for any accommodations for a documented disability. Accommodations are not retroactive.

### III. Period of Agreement

- A. **All University-Operated Residence Halls operate on a year basis. The term of this Agreement shall be the Term, as previously defined.**
- B. University-Operated Residence Halls close for Winter Break and Spring Break. Student must receive permission to stay on-campus during these breaks, or for any portion of these breaks. Student will be charged a daily rate for any stay in a University-Operated Residence Hall when it is otherwise closed. This includes if Student remains in the University-Operated Residence Halls after a building has closed or return prior to opening on the same day the University-Residence Halls closed or opened.
- C. **University-Operated Residence Halls used for Summer School and Summer Conferences** operate on sessions and/or the number of weeks per session. Occupancy occurs mid-May (date to be provided in advance) and ends in the month of August (date to be provided in advance).
- D. Student is expected to vacate University Operated Residence Halls on or before the closing date posted on the Residence Hall Calendar for Winter Break, Spring Break, and the End of Academic Year.

#### IV. Charges and Payments

- A. Student agrees to pay to the University the costs for the Residential Space in accordance with the terms of this Agreement. Payments will be made on a semester basis or summer session basis.
- B. Bills will be sent by the University's Student Accounts and Cashiering Office for the full semester's cost. Rates are subject to change annually and are posted. Payments must be made in accordance with the Student Accounts and Cashiering Office's deadlines.
- C. At any time if Student is occupying the empty bed space in his/her Residential Space, Student will be charged an additional fee. Occupying a double as a single is an additional cost at ½ the original cost of that particular Residential Space type.
- D. Occupancy is defined as the issuance of a key to Student for a specified Residential Space and does not require actual physical presence by Student and his/her possessions.
- E. Room changes must be made in accordance with the policy proscribed in the Living on Campus Guide.
- F. Housing Staff will inspect University-Operated Residence Halls on a regular basis for safety and sanitation reasons. Student may receive fines for failure to maintain a safe and sanitary living space. These fines will be charged to the Student's account.
- G. Damage Charges. The Student's signature on Room Condition Report within one week of check-in establishes the acceptance of the condition of the Residential Space and its contents at the time of occupancy and, therefore, becomes the standard for the condition of the Residential Space at the termination of occupancy. Student is liable for the condition of the Residential Space and its furnishings that are assigned to him/her. Unless it is the result of ordinary wear and tear, Student shall reimburse Housing for all damage to or loss of the Residential Space and its furnishings. Student may also be required to share in the expense of repair or replacement of any property or cleaning in areas commonly used by the residents of the apartment/floor Student occupies. Housing shall, in its sole discretion, make the determination of the amount of such loss or damage, selection of repair method, and scheduling of repair. Housing will assess charges against Student and he/she agrees to pay such charges to the University upon demand. **Charges on accounts are final and will not be removed/adjusted unless contact is made within 2 weeks of the charges.**
- H. Student may appeal any charges issued in Article IV (G) above by submitting a written request to the Director of Housing and Residence Life within 2 weeks of the charge. Each appeal will be determined on a case-by-case basis.
- I. Keys and access cards (in the case of summer conference housing) are the property of the University and must be returned when Student moves out. Failure to return keys and access cards will result in appropriate charges to the Student.

#### V. Precedence

Should there be a discrepancy between the Living On Campus Housing Guide and this Agreement, the terms of this Agreement will control.

#### VI. Termination by the Student

- A. The Student may terminate this Agreement by filing out the Housing Cancellation Form and returning it to Housing by email, fax, or in person. Appropriate termination charges will be assessed based on the prorated schedule provided by the Student Accounts and Cashiering Office.
  1. If the Student has occupied the Residential Space, he/she must follow the proper checkout procedures. Cancellations processed through other University offices are not valid. Students who fail to turn in the Housing Cancellation Form by the due date will incur an additional \$500.00 termination fee.
  2. Students who cancel their room reservation prior to the first day of use of the Residential Space are charged five-hundred dollars (\$500) and are responsible for the room charges until the room is reassigned.
- B. Conditions to be released from this Agreement are limited. Students will be released from this agreement and not fined only under one of the following conditions:
  1. Student withdraws from the University for medical reasons;
  2. Student graduates after the Fall Semester;
  3. Student is denied admission to University;
  4. Student is placed on academic suspension by University;

5. Student is placed on academic dismissal by the University, or otherwise ceases to be enrolled in an approved University academic program;
6. Student enlists, is drafted, or commissioned in the Military; provided, Student must provide documentation to the University that Student (1) is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty; and (2) Student (i) received orders for permanent change-of-station, or (ii) receives orders to deploy with a military unit placed on active military duty;
7. Student enrolls and participates in an approved University study abroad program;
8. Student completes his/her study in the University's student exchange program;
9. Buyout exception: Student may find another student (not a current resident of the University-Operated Residence Halls) to buy out the remainder of this Agreement. That student must meet all eligibility requirements of this Agreement Housing to process this buyout option.
10. If Student withdraws from the University entirely, rejecting student status, he/she will not be charged except for charges already incurred.

### **VII. Termination by the University**

- A. Upon written notice, the University may terminate this Agreement and take possession of the Residential Space at any time for violation of the Agreement, violation of the standards outlined in the Living on Campus Housing Guide, violation of the University Code of Student Conduct, academic deficiency, disciplinary suspension or dismissal, when the Student exhibits disruptive behavior, or to otherwise reasonably maintain order, health or safety.
- B. Upon resident's default of any terms of this Agreement, the University shall deliver written notice of termination of the Student's occupancy and allow a minimum of twelve (12) hours and a maximum of forty-eight (48) hours to vacate and checkout. Student will be held financially responsible for any termination charges applied.
- C. The Student will be held responsible for the conduct of anyone he/she invites or permits to enter University's campus or University-Operated Residence Halls. Any violation of the provisions of this Agreement by such a person will be attributed to Student and may be grounds for termination of this Agreement by the University.
- D. If Student is a non-validated student, Student will be assessed daily charges until such time he/she completes validation. Upon the close of validation, if not validated, Student must vacate the Residential Space.
- E. If Student is removed from the Residential Space by actions of the Office of Student Conduct or Housing, Student will be responsible for payment of the entire semester's charge(s) unless otherwise notified.

### **VIII. Assignment and Use of Space**

- A. Right of Occupancy. Housing will provide the Student with a space in either a Freshmen/Upper Class residence hall for his/her occupancy as long as availability permits. The Student is not guaranteed any specific room/suite, building, roommate, or type of accommodation by this Agreement. Subject to availability of space, the University will assign Residential Space according to student preferences and our "Living on Campus Guide".
- B. University is dedicated to providing equal opportunity in admissions based on merit and housing, without discrimination based on race, color, creed, religion, gender, national origin, age, disability or veteran status, according to state and federal laws. University policy also prohibits discrimination based on sexual orientation.
- C. Personal Residence. The Student is to use and occupy the Residential Space exclusively as a personal residence for him/herself and for no other purpose except as may be permitted by the University in advance, in writing. The Student will not occupy or reside in any space other than their assigned Residential Space except for customary use of the common areas. Student may not assign or sublet all or any part of the Residential Space or this Agreement.
- D. Entering the Residential Space. The University reserves the right to enter the Residential Space for the purpose of inventory, fire protection, sanitation, safety, maintenance, rule enforcement, inspection, improvement, repairs, to evaluate conditions that could affect the health or safety of residents, or to control the Residential Space in the event of an epidemic or emergency, or for any other purpose in accordance with University policy. The Student is not required to be present at the time of entry described above. Housing will inspect the Residential Space at least once a month.
- E. Cleanliness. Student agrees to keep the Residential Space in a clean and sanitary condition and to turn it back to Housing in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, normal wear and tear excepted.

- F. No animals are permitted in University facilities except as otherwise permitted by the University's Animals on Campus policy.
- G. Housing may move Student for consolidation, disciplinary action, a facility failure, or for other reasons in response to unforeseen circumstances.
- H. Conducting a business, sales, or fundraising in the Residential Space is prohibited except as otherwise permitted by University Policy.

#### **IX. Consolidation**

Housing seeks to efficiently and effectively utilize all available spaces to accommodate the housing needs of all students. University reserves the right to utilize the following consolidation policy:

- A. At the beginning of the Fall and Spring semesters, and as needed, Housing reserves the right to consolidate students residing alone in multiple occupancy rooms. This means that Student, upon notification, may be required to vacate her/his room and move into another space on campus. This is an effort to use each room to its capacity and accommodate all residents' housing needs.
- B. If at any time, Student's roommate should move out, the Student will be notified by Housing of his/her options which may include finding a new roommate, moving into another Residential Space, or opting to pay for a "double as a single." Depending on the circumstances, Student will be given a specific amount of time to determine the option that is most fitting for his/her situation. If Student opts to fill his/her vacancy, he/she will be offered assistance by Housing. If reasonable effort has not been made by Student to find a roommate or move to another room, Student will be charged the double as a single room rate.
- C. Housing intends to notify Student of another person moving into a vacancy. However, under some circumstances, this notification may not be possible.

#### **X. Suspension**

- A. If Student is suspended from the university, Student will be removed from his/her Residential Space.
- B. If Student has his/her academic status rescinded, Student will again become eligible for on-campus housing pending all other requirements of reinstatement have been met (e.g. completed application, full-time status granted, and submitted deposit). Student will not be guaranteed any particular type of Residential Space upon reinstatement. Student must reactivate his/her housing application by contacting the Housing. Housing staff will contact Student once a Residential Space becomes available.

#### **XI. Miscellaneous**

- A. Liability. Although security precautions and preventative measures are taken, the University does not assume any legal obligation to pay for, prevent, or insure against injury to person(s) (including death), or loss or damage to personal property for any reason (including, but not limited to, fire, water, or theft) that occurs in the University-Operated Residence Halls or on its grounds prior to, during, or subsequent to the Term.
- B. The University reserves the right to make such other rules as may be deemed appropriate or necessary for the safety, care, and cleanliness of University property, or for securing the comfort and convenience of all members of the campus community.
- C. This Agreement, and all claims arising under and related to this Agreement, will be governed by, construed, and interpreted in accordance with the laws of North Carolina without reference to principles of conflict of laws. The determination of any claim or dispute that may arise out of the interpretation, performance, or breach of this Agreement will be subject to enforcement and interpretation solely in a court of competent jurisdiction sitting in Forsyth County, North Carolina.

**Housing and Residence Life**  
**301 Thompson Center**  
**Winston-Salem, NC 27110**  
**Phone (336) 750-3400 - Fax: (336) 750-3377**  
**Email: [housing@wssu.edu](mailto:housing@wssu.edu)**  
**Revised July 20, 2015**

Print Name:

Signature:

Date: