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# Housing & Dining Contract

The success of the residence hall community depends on the willingness of each resident to accept personal responsibility as a member of this community. Students living or visiting residence hall facilities are expected to abide by the rules, regulations, and standards of the WPI campus.

#### **CONTACT**

Location: East Hall

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# Housing & Dining Contract

These terms and conditions apply to this Housing and Dining Services Contract (the "Contract") made by and between Worcester Polytechnic Institute ("WPI") by and through its Housing & Residential Experience Center ("Housing & Residential Experience Center") and Dining Services Office ("Dining Services"), and the student signing this contract ("You" or "Your").

You are expected to abide by the following Terms and Conditions and by all WPI policies, including the <u>Student Code of Conduct</u>. Noncompliance with WPI policies may result in disciplinary action. All policies and procedures outlined herein apply to students living in WPI housing ("Residence Hall Facility(ies)") and/or using WPI dining halls ("Dining Hall Facility(ies)").

This is a legally binding contract. WPI reserves the right to pursue all legal and equitable remedies to enforce these Contract terms. You may not unilaterally terminate this Contract. If you have questions or concerns regarding this Contract please contact the Housing & Residential Experience Center.

### **TERM AND TERMINATION**

- 1. Depending on the enrollment period, this Contract remains in effect for one academic year (August-May) and/or summer (May-August) as long as you are enrolled at WPI and live in a Residence Hall Facility (the "Term").
- 2. The Housing & Residential Experience Center may immediately terminate this Contract if you represent a threat to the health or safety of anyone, including without limitation: WPI students, employees or other members of the WPI community. Housing & Residential Experience Center may terminate this Contract at any time prior to the end of the Term in the event that: (1) you violate any term or condition of this Contract; or (2) you graduate, or are dismissed, suspended, or withdrawal from WPI. In the event the Housing & Residential Experience Center terminates this Contract for the reasons stated, you will remain financially obligated for the balance of the Term. WPI's refund policy is available on the Bursar's Office website.

#### YOUR FINANCIAL OBLIGATIONS

- 1. You agree to pay the applicable rate for housing and dining services as set forth herein.
  - a. Housing: After you sign this Contract, you will become financially obligated for the cost of your housing at WPI when you (or your designee) select a housing location or when you are assigned housing by a WPI Housing & Residential Experience Center staff member. You are financially obligated to pay for your housing even if you choose not to reside in the Residence Hall Facility.
  - **b.** Dining Meal Plan: You become financially obligated for the cost of your meal plan when you (or your designee) select a meal plan or when you are assigned a meal plan by a WPI staff member. You are financially obligated to pay for your meal plan even if you choose not to use it.

#### DINING SERVICES TERMS AND CONDITIONS

- 1. You are obligated to purchase a residential plan if you are a first-year student. Additionally, all upper-level students who reside in housing that does not include a full kitchen must purchase a meal plan.
- 2. You may only change your meal plan selection during the first five (5) business days of "A" and "C" terms.
- 3. If you require a special diet for health reasons, you must submit a written copy of the requested diet to WPI's Office of Accessibility Services, who will work with Dining Services regarding your request. Should Dining Services not be able to make an accommodation, you may request a release from this Contract as it relates to dining and/or housing, if necessary.

# the Housing & Residential Experience Center TERMS AND CONDITIONS

- 1. Occupancy: Your housing assignment is to be occupied by you and you only, subletting is not permitted. Spouses, children, family, and friends are not allowed to reside on campus in your housing assignment at any time.
- 2. Full-Time Student; Changes to Assignment: You must be a full-time WPI student to be an occupant of a Residence Hall Facility. You must vacate your Residence Hall Facility if you are no longer full-time status or upon termination of your student status. the Housing & Residential Experience Center reserves the right to change your housing assignment at any time. the Housing & Residential Experience Center may choose to terminate your housing assignment if you have not occupied the space or you have not advised the Housing & Residential Experience Center of your delayed arrival.
- 3. Room Changes: You will not be permitted to change your housing assignment during the first two weeks of terms A, C, and E, and the last two weeks of terms B, D, and E. If you desire to change your housing assignment you must follow the proper room change procedures as per the Housing & Residential Experience Center. You are otherwise prohibited from changing your housing assignment.
- **4.** Vacancies: Vacant spaces within a Residence Hall Facility must remain set up/available to accommodate another student. The Housing & Residential Experience Center reserves the right to assign another student to a vacant space at any time without your prior approval.
- 5. Keys and IDs: You will be issued a key for your assigned room. You are prohibited from: (i) loaning your WPI key(s) and ID(s) to anyone at any time; and (ii) duplicating your key(s) or ID(s). You must return your key(s) or ID(s) to the Housing & Residential Experience Center when you move out of your Residence Hall Facility. If you lose your key(s) or ID(s), you must immediately notify the Housing & Residential Experience Center and WPI will charge your student account a three hundred dollar (\$300) fee for a lock change if you live in

Founders Hall, East Hall, Faraday Hall, or a Graduate Apartment/House; WPI will charge your student account a seventy-five dollar (\$75) charge in all other Residence Hall Facilities. You must present your WPI ID card to WPI staff or any authorized campus authority upon request. You must cooperate with WPI staff members acting in accordance with their duties.

- 6. Vacating Your Space: Whenever you vacate your Residence Hall Facility for any reason, you must notify the Housing & Residential Experience Center and vacate your space within the timeframe allotted by the Housing & Residential Experience Center. Should you fail to vacate your space and/or notify the Housing & Residential Experience Center, you will incur daily housing charges until the situation is resolved. Residence Hall Facilities are not considered vacated until all of your personal possessions are removed and your key has been returned to the Housing & Residential Experience Center. WPI reserves the right to remove your belongings or charge you for occupancy beyond the date of withdrawal/departure if you leave behind personal possessions.
- 7. Guests: A guest is defined as anyone in a residence hall room that is not assigned to that specific space or residence hall by the Housing & Residential Experience Center. Roommates must be courteous to one another when having quests and be sensitive to their roommate(s)' primary rights to sleep, study, and privacy. Having quests is a privilege that requires the prior consent of roommate(s). Unresolved visitation issues among roommates may result in the loss of the privileges for all residents of a room. As such, quests should visit only with the approval of all roommates within the room. As long as all roommates agree, each resident is permitted to have as many as two overnight quests on any given night, but quests are not to remain longer than two days (consecutive or nonconsecutive) within a seven day period. Residents assume responsibility for the conduct and behavior of their quests, including informing quests of all pertinent residence hall policies and procedures. If a quest is in violation of any policy the resident will be reported through the conduct process. Additionally, quests will be held accountable for their behavior and may be asked to leave the residence halls and/or campus. Guest privileges may be revoked for violation of University policies, and guests may be prohibited from University property indefinitely. In addition, the the Housing & Residential Experience Center Staff may, at any time, require a guest to vacate any Residence Hall. Students requiring a Personal Care Attendant (PCA) that will have access to their on campus residence must comply with the PCA Policy as set forth by the Office of Accessibility Services.
- **8.** Escorts: Residents must meet guest(s) in the main lobby/any building entrance and then escort the guest at all times (24 hours a day, 7 days a week). Thus, the resident hosting a guest must be present in the room with their guests at all times.
- g. Care and Use of Facilities: WPI requires proper care and use of Residence Hall Facilities at all times. You are responsible for keeping your room and its contents in good order and free from damage. The Housing & Residential Experience Center reserves the right to grant WPI staff members or authorized agents permission to enter your room for the purpose of assessing and repairing the physical facilities and to ensure the maintenance of appropriate health and safety standards, which may include policy violations. You must notify your Resident Advisor/ Graduate Housing Assistant of any maintenance requests. You are not permitted to relocate common area (e.g., lounges, dining halls, and other public areas) furnishings to your room for personal use.
- 10. Damage: You are financially responsible for damage to your space and furnishings beyond normal wear and tear. Such damage will be charged to your student account. If you are identified as being responsible for damage, theft, or losses in common areas and exterior of the Residence Hall Facility, you will be billed for the cost of repair and/or replacement to the damaged property. If damage occurs on a floor or in public areas of

- a Residence Hall Facility and it is not possible to determine the individual(s) responsible, you (and all other residents of the floor or Residence Hall Facility) will share the financial responsibility for such damage.
- 11. Health & Fire Safety: The Housing & Residential Experience Center conducts fire drills twice per year. You are required to follow fire evacuation procedures. Failure to evacuate is a violation of Massachusetts law and WPI policy. You are prohibited from tampering with fire safety. All fire and safety equipment in the residence hall facilities (smoke and heat detectors, sprinklers, and water pipes) must be kept clear of obstruction. You are prohibited from smoking in all Residence Hall Facilities.
- **12.** Winter Recess: The following Residence Hall Facilities close for Winter Break: Morgan, Daniels, Sanford Riley, Stoddard, Trowbridge House, Institute, Wachusett House, and Founders. The dates and times associated with this closure are listed annually on the WPI website.
- 13. Academic Year Closing and Summer Housing: All Residence Hall Facilities close each academic year after the conclusion of finals in D-Term. Please see postings for exact date and time. You must turn in your keys, and remove all of your belongings from the Residence Hall Facility by this time. If you fail to turn in a key when vacating, your student account will be charged for the lock change order. Should you desire summer housing, you will be assigned to a Residence Hall Facility for the summer sessions. Residence Hall Facilities are available for occupancy based on selected dates and with authorization from the Housing & Residential Experience Center.

## **GENERAL TERMS AND CONDITIONS**

- 1. Residential and Dining Services reserve the right to modify the terms of this Contract at any time, including without limitation the housing and meal plan rates. The current rates, and any changes to them, will be published on the <u>Bursar's Office website</u>. Housing and meal plan privileges are non-transferable.
- 2. You will comply with all WPI rules, policies, regulations, and procedures ("Rules") including without limitation the Rules set forth in the <u>Student Code of Conduct</u>, <u>the Housing & Residential Experience Center Policies</u>. <u>Animals On Campus Policy</u>, in each case as they may be modified, amended, or replaced from time to time. Any violation of WPI Rules or this Contract may result in the termination, suspension and/or limitation of your occupancy rights and/or other disciplinary action and sanctions in accordance with the WPI's established procedures.

## **LIMITATION OF LIABILITY & INDEMNIFICATION**

You understand that you are responsible for the care and safety of your own personal property and that WPI will not be responsible for the loss of your (or your guest's) money, valuables or other personal property, including, but not limited to, by theft, fire, or other casualty, whether such losses occur in your room, storage rooms, public areas, or elsewhere in the Residence or Dining Hall Facilities. You understand that WPI encourages you to purchase insurance to cover loss or damage to your personal property or extending parental/guardian homeowners' insurance for this purpose. WPI ASSUMES NO RESPONSIBILITY FOR LOSS OR DAMAGE TO YOUR (OR YOUR GUEST'S) PERSONAL PROPERTY, NOR IS WPI RESPONSIBLE FOR PROPERTY LEFT IN RESIDENCE OR DINING HALL FACILITIES DURING VACATION PERIODS OR AFTER TERMINATION OF OCCUPANCY. You AGREE TO indemnify and hold WPI harmless from any and all liability for any such injury OR DAMAGE to person or property.