

2022-2023

## STUDENT OCCUPANCY AGREEMENT

FOR LIVING IN: GOSHEN, KILLINGER, SCHMIDT, TYSON HALLS, COLLEGE ARMS AND SOUTH CAMPUS APARTMENTS ONLY

Residence Life and Housing Services | West Chester University | 202 Lawrence Center

West Chester, PA 19383 | 610-436-3307 | fax: 610-430-5945 | [www.wcupa.edu](http://www.wcupa.edu)

**IF APPLYING FOR ALLEGHENY, BRANDYWINE, COMMONWEALTH, UNIVERSITY, VILLAGE APARTMENTS & EAST VILLAGE APARTMENTS DO NOT PROCEED WITH THIS APPLICATION**

This document constitutes an agreement between the undersigned student-resident (hereinafter called "resident") and West Chester University (hereinafter called "University"), acting by and through its Office of Residence Life and Housing Services, and sets forth the terms and conditions on which the resident will occupy the premises in the University-owned student residence halls and apartments. The University provides residential premises for enrolled students only, with preference given to full-time undergraduate students. Arrangements also may be made for Students enrolled less than full-time status depending on specific circumstances. Assignments are made without regard to race, color, national origin, religion, sex, familial status, disability, veteran status, ancestry, age, gender identity, or sexual orientation.

Upon accepting the initial housing deposit for the fall semester, the University guarantees on-campus housing to new first-year students for two consecutive terms or semesters. (All assurances or guarantees in this Policy are subject to extraordinary circumstances, such as those presented in the 2020 pandemic). The conditions are that each person is enrolled as a full-time WCU student, pays all fees, meets all deadlines, and follows all established procedures for continued living in University housing. Once new first-year students complete two consecutive terms or semesters, University housing is obtainable on a space-available basis. Students who leave University housing before completing two consecutive terms are no longer guaranteed housing. For all other students, University housing is obtainable on a space-available basis.

This agreement is binding for the entire academic year, and the resident will be billed for residential premises. Cancellations may be made for residents who withdraw from the University. Notification must be made of withdrawal before the start of the semester or a pro-rated charge may be deducted from the amount previously paid.

This agreement becomes effective upon the issuance of Residence Life and Housing Service's room assignment. The \$200.00 room deposit is non-refundable upon cancellation or release from this agreement. All residents are expected to activate and use their assigned University e-mail account. Correspondence regarding this agreement will occur via the University e-mail address assigned to the resident, and the resident is considered duly notified upon transmission of information by the University to that email address. For each semester, occupancy shall begin as specified in the Office of Residence Life and Housing Services' assignment confirmation e-mail. The check-in e-mail will contain special arrangements and information. The dates for registration can be found on the Registrar's Website via [www.wcupa.edu](http://www.wcupa.edu).

The Office of Residence Life and Housing Services may cancel the Agreement or change the assignment of any resident who does not officially check into their assignment within 48 hours of opening in both the fall and spring semesters. Such residents shall continue to be bound by all terms and conditions, including all charges outlined in this Agreement.

A number of University policies are attached to this agreement as Exhibit A and are required to be followed by all residents. The Residents are responsible to review these policies.

### COVID-19 VIRUS AND COMMUNICABLE DISEASE WARNING AND OBLIGATIONS.

**Acknowledgement of risk.** As may be the case with any business or other facility that you may visit, your entrance into, or use of, our facilities or property for any purpose may expose you to the COVID-19 Virus. The risks of such exposure are such that they cannot be fully controlled by the University. If you decide to enter, use, or occupy our property or facilities, you acknowledge that your decision is made knowingly and voluntarily, with full knowledge of this risk. **If you are not willing to accept this risk, please do not sign this Agreement or enter our facilities.** Your signature on this Agreement represents an acknowledgement and acceptance of the risks associated with exposure to the COVID-19 virus or any other communicable disease.

**Duty to notify.** You also agree to notify University Residence Life staff if you become infected with the COVID-19 Virus or come into close contact with another person that is known to be infected and follow all isolation or other reasonable social distancing requirements that the University may impose. If you are symptomatic and tested for COVID-19, you agree to self-report by completing the designated University report form. If medical advice or applicable state or federal public health guidelines dictate, you agree to promptly quarantine/isolate at an off-campus location at your sole expense until Student Health Services clears you to return to campus.

The undersigned resident and their parent/guardian/guarantor (to the extent they are a party to this Agreement) and all guests in on-campus housing facilities will be required to follow the rules, regulations, and guidelines outlined by West Chester University in this Agreement and any policies or directives issued after this Agreement is signed. These rules, regulations and guidelines will address issues such as mandatory COVID testing, wearing of mask, physical distancing, and other public health requirements.

It is the residents responsibility to ensure they follow the current editions of the "Ram's Eye View," "The Student Code of Conduct," all federal, state, county, local, and university guidelines as communicated to residents via <https://www.wcupa.edu/studentcommunityagreements>. Violation of this Agreement will result in applicable University action and possible referral to other government agencies.

Should the rules and regulations issued by the University require you to leave campus for purposes of isolation or quarantine, no refunds, credits, or reductions in cost will be issued.

1. **PREMISES AND USE:**

- A. Subject to the terms and conditions in this Agreement, Residence Life and Housing Services Hereby agrees to allow the Resident to use the Premises (hereinafter the "Premises").
- B. During the Term, Resident may use the Premises for residential purposes only and may use the Common Areas only for the purposes for which Residence Life and Housing Services makes them available for Residents of the Facility, all subject to the Rules and Regulations which are attached hereto and are a part of this Agreement, as well as the University's "Ram's Eye View" (which is a set of applicable policies) and the "Student Code of Conduct", which are not attached hereto, but are equally applicable to all residents.
- C. Residence Life and Housing Services may, from time to time, amend and supplement the Rules and Regulations. Residence Life and Housing Services will communicate these changes with 72 hours of advanced notice by electronic means and post a statement at the Facility. The only exception would be in a dire emergency where Residents' well-being would be compromised by providing such notice.
- D. Resident must abide by the University's Rules and Regulations, the University's "Ram's Eye View" and "Student Code of Conduct" as each may be updated from time to time. Violation of any of them shall constitute a material breach of this Agreement.
- E. To terminate the Agreement, the Resident must give Residence Life and Housing Services written notice before Residence Life, and Housing Services delivers possession. After Residence Life and Housing Services receive Resident's information, Residence Life and Housing Services will refund any Rent previously paid by Resident for periods where Resident did not enjoy possession.
- F. Resident agrees that this Agreement extends the right to use the Premises to Resident only, and not another person. Anyone other than the Resident who visits, occupies, or stays at the Premises with Resident's permission is a guest unless the person is a Resident of the Premises by being a party to a separate Agreement with Residence Life and Housing Services. The Resident may only bring authorized guests into the Premises. The Resident will be responsible for all guests' actions (including, without limitation, paying for damage caused by a guest) and ensuring that the guests follow all Residence Life and Housing Services and University rules and regulations while at the Facility.
- G. Resident agrees that Residence Life and Housing Services may choose to assign a space when this Agreement is signed because of roommate matching needs. Resident agrees that if Residence Life and Housing Services does not allocate a room when this Agreement is signed, it does not relieve Resident of their responsibilities under this Agreement. Residence Life and Housing Services will have the option to assign a roommate to any vacant comparable bedroom/space before or during the term of this Agreement. Residence Life and Housing Services will provide a 48-hour notice, prior to a new roommate moving into the vacant space.
- H. The Resident understands that any specific building or apartment requested by the Resident cannot be guaranteed by Residence Life and Housing Services and all room assignments are subject to availability.
- I. The Resident understands that the furniture provided, the layout of the room and unit, and square footage of the assigned bedroom and unit may vary depending on the Facility and location of the unit within the Facility. The amenities provided in the unit and shared areas may vary depending on the Facility. The Fixed Housing Cost will remain the same.

2. **UTILITIES AND SERVICES:**

- A. Subject to other parts of the Agreement, the utilities and services supplied to the Facility by the university are as follows (the typical cost of which is part of housing cost): Water & Sewer, Electric, Air Conditioning & Heat, Wireless Internet.
- B. Telephone, Local and Long-Distance Service are the sole responsibility of the Resident.
- C. Residence Life and Housing Services has the right to suspend any utility or other service to the Premises and Unit. The office has the responsibility to perform maintenance or repairs or to protect them from the risk of harm or loss. Residence Life and Housing Services understand that it must take all actions to restore utilities and services promptly as is reasonably possible under Pennsylvania law.
- D. To the extent allowable under Pennsylvania law, Residence Life and Housing Services will not be responsible or liable for loss or damages resulting from the interruption, reduction, stoppage, or suspension of utilities and services to be provided by Residence Life and Housing Services under this Agreement, including, but not limited to, wireless Internet.
- E. If there is an interruption, reduction, stoppage, or suspension of utilities or other services, the Resident is not entitled to a reduction in housing costs or additional charges due. Resident's obligations under this Agreement will not be affected or reduced.
- F. Residence Life and Housing Services will not be responsible or liable for the malfunction of machinery or appliances serving the Premises or any part of the Facility.

G. Residence Life and Housing Services and its agents are not responsible or liable for damages or injury to persons or property caused by wind, rain, snow, fire, or other acts of God. Resident explicitly releases (gives up) all claims for injury, loss, or damage. Nothing in this Agreement shall constitute a waiver of sovereign immunity of the University.

3. **CONDITION OF PREMISES / OTHER ITEMS:**

A. **Initial/Final Inspections.** Before occupancy, Residence Life and Housing Services staff members will inspect rooms/apartments/shared areas and inventory the contents. Each Resident will have the opportunity to complete a Room Condition Verification Form when they move in. All residents of an apartment will validate and sign the inventory for the shared areas of the apartment. This form must be validated and returned to a staff member within 24 hours of receipt. When the Resident vacates the room/apartment/shared area, a final inventory will be taken and reviewed by the appropriate Residence Life and Housing Services staff. It is the residents' responsibility to arrange for a proper check-out. Residents will be charged for lost University property, pro-rated damages, lost keys, excessive cleaning costs, and all repairs. The Resident will be billed for all the damage in the residents' room or apartment/suite during occupancy. Therefore, the Resident must complete all forms accurately to avoid erroneous billing.

B. **As-is Condition.** Except for the conditions identified in the Report, the Resident accepts the Premises and all the Housing Fixtures in their "AS-IS" condition when moving in. "AS-IS" means the Resident receives them in the condition they are in and that Housing will not have any obligation to perform any repairs or alterations.

C. **Damage to Premises and Common Areas.** The Resident is responsible for damage caused by the Resident or Resident's guests, except for reasonable wear and tear.

- i. The Resident must pay Residence Life and Housing Services for the cost to repair any loss or damage to the Premises during the Term or those discovered during the final inspection.
- ii. The Resident must also pay Residence Life and Housing Services to repair any loss or damage to the Common Areas caused by Resident or Resident's guests, which shall include Common Area amenities, building-wide shared living spaces, and other parts of the Facility.
- iii. The Resident may occupy the premises with other Residents. If the premises are damaged, and Residence Life and Housing Services cannot reasonably determine who caused the damage; the Resident will be responsible for paying Residence Life and Housing Services a proportionate share of the cost to repair any loss or damage to the premises during the Term or existing on the Term Ending Date.
- iv. The Resident share will be determined by the total number of Residents in the apartment or Premises.
- v. All of Resident's payments for repair and damages under this Section are due immediately when requested by Residence Life and Housing Services. Residence Life and Housing Services "costs of repair" in this Section will include actual out-of-pocket expenses, plus overhead costs of 15%.

D. **Resident's Responsibility to Maintain Premises.** Resident must keep assigned space in good, clean, and sanitary condition throughout the Term.

- i. The Resident shall not make alterations or additions to the Unit.
- ii. The Resident shall not stop, plug or clog (for a limited time) any sinks, lavatories, commodes in the Apartment, community bathrooms, or gender-inclusive bathrooms.
- iii. The Resident shall immediately report [damage or](#) the need to repair the Premises to Residence Life and Housing Services and file a report using [the process indicated in the Manual \(insert Link\)](#)

Residence Life and Housing Services will provide routine maintenance and repair of the Unit without additional charge to Resident, except that there will be charges for repairs made necessary by the wrongful act or misuse of the Premises by Resident or Resident's guests.

E. **Extermination Process. Extermination, Bed Bugs, Fleas, and Other Pests.** Resident must inspect the Unit for bed bugs, fleas, and other pests, within 48 hours after moving in. If Resident does not notify Residence Life and Residence Life and Housing Services of bed bugs within 48 hours, then Resident agrees that no presence infestation of bed bugs exists upon move in. Future identification of pest infestation will be at the University direction with their contracted agent and at the resident's expense. A full policy on Extermination of Pests can be found in the Residence Life and Housing Services Policy and Procedure Manual, located in Exhibit A.

F. **Termination of Resident Responsibilities Under this Agreement.** The Resident will remain responsible for the Premises until all keys for the Premises are returned. A final inspection of the Unit will be completed by a Residence Life and Housing Services representative and a member of facilities. Cleaning and damages will be assessed and billed to the appropriate Residents as necessary.

G. **Agreement Release Request.** Upon request by the Resident needing to be released from the residence hall or apartment living, Residence Life and Housing Services will release the Resident and remove the meal plan if applicable. Acceptable reasons include: student teaching or internship assignment and living arrangements outside the county; extenuating medical reasons; marriage; or death in the immediate family). In all such cases, a "Student Occupancy Agreement Release Request" must be submitted to the Associate Director of Housing. Requests for a full release must be made before the beginning of the semester. Any request granted after the start of the semester will be refunded on a pro-rated basis.

- H. **Termination of Agreement.** Upon the termination or release of this Agreement, as hereinbefore provided, the Resident shall promptly vacate the premises within 24 hours, leaving the premises in a condition of good order and repair at such time.
- I. **Withdrawal from the University.** In the event of a university departure, a proper residence hall or apartment checkout must occur to receive a prorated refund of housing and applicable meal charges. Failure to complete an appropriate checkout will result in the student remaining responsible for all applicable charges. There is no refund or credit for the housing fee upon unapproved withdrawal from the University. Furthermore, appropriate fees will be charged to those who check out improperly.
- J. **Removal from Housing for Disciplinary Reasons.** Any resident removed from housing for disciplinary reasons will not receive a rebate on housing fees. If applicable, meal plans are canceled, and the remaining cost of a meal plan is credited. Meal plans may be continued by contacting the Office of Residence Life and Housing Services.
- K. **Damage Liability.** The resident is encouraged to carry personal property insurance or renter's insurance. The University shall assume no responsibility for the theft, destruction, loss of money, valuables, other personal property belonging to, or in the custody of, a resident for any cause whatsoever whether such losses occur in the Resident's room, apartment, shared areas in the apartment, public spaces, elsewhere in the residence hall or apartment complex.

4. **ACCIDENTS/LOSSES:**

A. **Reporting Accidents.** The Resident must immediately report to Residence Life and Housing Services, accidents, injuries, and property damage occurring in the Premises and, if involving Resident, elsewhere at the Facility. Call 610-436-3311 or 911 in case of fire and other life-threatening situations.

B. **Release of Liability.** The Resident releases (giving up) the right to sue Residence Life and Housing Services for negligence, property damage, injury, or loss of life.

C. **The resident's release includes giving up any claim that Residence Life and Housing Services is liable for any:**

- i. Fire, accident, injury, death or property damage, or theft at the Facility.
- ii. Delayed delivery, damage, or loss to Resident's mail.
- iii. Criminal or wrongful act at the Facility.
- iv. Conflict between Resident and another person at the Facility.
- v. Failure to provide Resident with a service required under this Agreement, including but not limited to internet service, or any other similar service; or malfunction of machinery, appliances, or equipment serving the Premises or Facility.

**The resident is releasing Residence Life and Housing Services and representatives.**

D. **No Health or Medical Provisions.** Residence Life and Housing Services will not provide any health or medical care to the Resident or take any action concerning any medical condition, allergy, or dietary preferences of the Resident. In case of a medical emergency, please call 610-436-3311.

5. **OPENING AND CLOSING TRADITIONAL RESIDENTIAL COMMUNITIES:**

The Residential Communities will open before the first day of classes. For the full description of all opening and closing processes please refer to the policy manual.

6. **DAMAGE/DESTRUCTION:**

If during the Term, the Premises are damaged or destroyed by fire or another casualty,

Residence Life and Housing Services' will have the following options:

- i. The Premises will be promptly restored and repaired by agents of the University. If the unit is damaged or destroyed, it will reduce housing cost for the period that the Premises are uninhabitable by the Resident, unless and to the extent Residence Life and Housing Services provides the Resident with comparable alternative living space.
- ii. Residence Life and Housing Services may terminate this Agreement by notifying the Resident and will return a prorated housing cost.
- iii. Residence Life and Housing Services may relocate the Resident to another unit within the Facility or a comparable facility.
- iv. Notwithstanding any of the preceding, the Resident will not be excused from paying Housing costs if the damage or destruction to the Premises is caused by the Resident or any guest of the Resident. The Resident will also be responsible for the cost of all damage and destruction to the premises.

- v. If the Premises are condemned, this Agreement will terminate on the date Residence Life and Housing Services tender the possession to the condemning authority. All condemnation damages will belong to Residence Life and Housing Services.

**7. ROOM/APARTMENT INSPECTIONS AND RIGHT OF SEARCH IN UNIVERSITY OWNED STUDENT HOUSING:**

University Officials and their agents reserve the right to enter residents' bedrooms and apartments for maintenance, inspection, repair, enforcement of University rules and regulations, or in cases of emergency.

In addition, all areas are inspected at the close of the building for University semester breaks by Residence Life staff members. Areas will also be inspected on a regular basis for safety and health concerns. The University recognizes its responsibility to respect the right of residents to have their privacy. The full policy can be obtained in the Residence Life and Housing Services Policy and Procedure Manual, located in Exhibit A.

The language below reflects current University policy but may be subject to amendments during the academic year.

**A. Right of Inspection by University Officials**

- i. Visual inspection of resident rooms or apartments for cleanliness, health, safety, and compliance with all University owned and/or affiliated resident housing regulations is permitted by members of the administration and residence life staff. Residents shall be present (when possible) and anything observed during an inspection may be used as evidence against residents in University disciplinary proceedings. Such inspections shall be announced and publicized 48 hours before the inspection except for routine inspections, which will be conducted at University breaks, at regular intervals during the academic year, and at the close of each term. These visual inspections may be conducted in the absence of the residents.
- ii. University officials may also enter a Resident's Premises for visual inspections when adhering to emergency evacuation procedures (e.g., fire alarms).
- iii. University officials also may enter a Resident's Premises when there is reasonable suspicion of a rule violation. If, upon request, resident refuses to grant entry or if there is no one present in the room, the master key may be used. If entry occurs with no one present, the residents shall receive written notification of such entry within 24 hours.

**B. Right of Search by Civil Authorities.** Search and seizure for purposes related to suspected violations of criminal law of the Commonwealth may be referred to proper authorities. Such authorities have the right to search the premises and possessions of any resident by following the ordinary procedures and requirements for lawful search. Any information discovered through such a search may be used as evidence in any civil or criminal proceedings and by University authorities when violations of the [Student Code of Conduct](#) occur.

**C.** There are occasions when Public Safety receives a request for a wellness check. When exigent circumstances are present, Public Safety officers are authorized to enter a resident's room to check on their status. During that wellness check, should the officer(s) notice anything unlawful or contrary to University policy, the officer may address the matter under the criminal law or the [Student Code of Conduct](#) as appropriate.

**8. MEAL PLAN REQUIREMENT:**

All Residents assigned to North Campus residence halls are required to have an approved University Meal Plan.

**9. ASSIGNMENT / REASSIGNMENT:**

**Room assignments are made and changed pursuant to the Room Assignment Policy.** The Office of Residence Life and Housing Services reserves the right to make necessary reassignments, including, but not limited to, community and roommate behavior issues, conduct reassignments, and facility repairs and renovations. This Agreement guarantees a space only, not any Premises. The full policy can be obtained in the Residence Life and Housing Services Policy and Procedure Manual, located in Exhibit A.

**10. PROHIBITED ITEMS OR PROHIBITED ACTIONS POLICY:**

Residents or guests who violate this policy may result in the loss of guest privileges, loss of housing without reimbursement, cancelation of housing agreement, suspension or expulsion. The full policy can be obtained in the Residence Life and Housing Services Policy and Procedure Manual, located in Exhibit A.

**11. UNIVERSITY GUEST POLICY:**

The University's Guest Policy is designed to maintain security in residence halls and apartments. A guest is defined as anyone who is not assigned to a room, suite, or apartment. Guests are allowed in residence halls, rooms, suites, and apartments only with prior consent from roommates/apartment-mates/suitemates. The rights of the roommates/apartment-mates/suitemates take precedence in issues involving a guest. Please see policy for restrictions. The full policy can be obtained in the Residence Life and Housing Services Policy and Procedure Manual, located in Exhibit A.

**12. LOCKOUT POLICY:**

The Resident must carry their key(s) with them always. Should they lock themselves

out, expect a wait to be assisted. Under no circumstances should their room or apartment be left unlocked. The full policy can be obtained in the Residence Life and Housing Services Policy and Procedure Manual, located in Exhibit A.

13. **SMOKING:**

Smoking any tobacco product (including the use of electronic or tobacco-free cigarettes, vaporizers, hookahs, and pipes) in the residence halls or apartments (including bedrooms or common areas) is PROHIBITED. Violations of this policy by residents or guests will result in applicable University action including, but not limited to, removal from University housing.

14. **ALCOHOL POLICY:**

West Chester University is a dry campus, including in University Housing facilities. Any violation of the University's alcohol policy shall be construed as a violation of this Agreement. Specific violations include the intent to exercise control, but are not limited to the following:

- a. Possession of empty alcohol containers,
- b. sale, exchange, use, possession, or consumption of alcoholic beverages on-campus over 21 years of age,
- c. underage use, possession, or consumption of alcoholic beverages,
- d. possession of open containers of alcoholic beverages,
- e. public intoxication,
- f. driving under the influence,
- g. selling and/ or furnishing alcohol to minors, or
- h. multiple incidents of these violations.

Exceptions to the alcohol violation are noted in the Medical Amnesty Policy. In the absence of extraordinary or mitigating circumstances, a sanction of loss of housing, suspension, or expulsion may be imposed on any student or student group found responsible for multiple incidents of these violations.

15. **DRUGS AND/OR DRUG PARAPHERNALIA:**

Residents who engage in drug use or abuse shall be considered in violation of this section. Specific violations include the intent to exercise control but are not limited to any of the following:

- a. possession or use (including medical marijuana, **Insert Link to Policy,**)
- b. possession of drug paraphernalia,
- c. possession of a significant quantity, distribution, or sale of drugs,
- d. driving under the influence.

The use of illegal substances, or the misuse of legal, prescribed, or controlled substances may be considered reckless behavior as described in the Student Code of Conduct section on Infliction of Harm 1c: Reckless Behavior. Exceptions to the drug violation are noted in the Medical Amnesty Policy. A sanction of loss of housing, suspension or expulsion may be imposed on any resident or student group found responsible for this violation.

16. **RECORD SHARING AUTHORIZATION:**

- A. Resident authorizes Residence Life and Housing Services to provide information about Resident's occupancy (including Resident's name, address, telephone number, social security number) and other information to the University, college, or educational institution where Resident is enrolled. If the Resident breaks the Agreement or has violated the Rules and Regulations or any applicable Student Code of Conduct, Residence Life and Housing Services is specifically authorized to notify the University, college, or educational institution where Resident is enrolled of the violations.
- B. Resident authorizes the University, college, or the educational institution where Resident is enrolled, to communicate the Resident's enrollment status, University conduct history, financial aid records, and such other information as Residence Life and Housing Services may require confirming if Resident is a registered full-time student and in required academic standing to remain in on-campus housing. According to the Family Educational Rights and Privacy Act of 1974(FERPA), this authorization is intended to be written Consent.

- C. Resident agrees to complete and sign additional documents that Residence Life and Housing Services will periodically verify Resident's full-time enrollment. If the Resident fails to do so, the Resident violates this Agreement.

17. **ENFORCEMENT:**

- A. If Resident believes that Residence Life and Housing Services have violated this Agreement, the Resident must notify Residence Life and Housing Services in writing within five (5) days of the alleged violation. The Resident's failure to notify Residence Life and Housing Services in writing within five days will be considered an acceptance of Residence Life and Housing Services' actions. The Resident's failure to properly notify Residence Life and Housing Services will prevent Resident from pursuing a remedy for the alleged violation.
- B. This Agreement is the final Agreement between the parties. Any prior agreements that are not incorporated into or referred to in this Agreement will not be considered part of the Agreement. This Agreement replaces any previous discussions or agreements, whether they are written or oral. There are no statements, assurances, or promises by Residence Life and Housing Services, either verbal or written, except those explicitly stated in this Agreement. A writing signed by both parties can only change this Agreement.
- C. Residents are responsible to comply with all University policies, whether they are incorporated into this Agreement.
- D. All communication required under this Agreement must be in writing and will be considered to have been given:
- a. When received, if sent by UPS, FedEx, or a similar company.
  - b. The third day after certified or registered mail through the USPS and letter is signed for.
  - c. When received, during regular business hours if sent to [HOUSING@wcupa.edu](mailto:HOUSING@wcupa.edu)
  - d. In case of notices by (or on behalf of) Residence Life and Housing Services only,
    - i. when delivered by hand and signed for, or
    - ii. on the date delivered to Resident's mailbox at the Facility, or
    - iii. on the date sent by Residence Life and Housing Services via e-mail if sent during regular business hours of the recipient, but on the next business day if sent after 5:00 p.m.

Should you select to use UPS, FedEx or a similar company, all communications must be sent to the parties at the following addresses or locations:

**If to Residence Life and Housing Services:**

Residence Life and Housing Services  
202 Lawrence Hall  
West Chester, PA 19383  
Attention: Senior Director of Residence Life and Housing Services

**If to Resident:**

The Resident's Permanent Address (specified above), or to Resident's mailbox at the Facility, or to Resident's WCU Email Address (specified above).

- E. This Agreement may be signed in separate counterparts (parts), all of which, when signed and delivered, will be the same document. Delivery of a signed counterpart (part) by facsimile, email, or other electronic transmission means will have the same effect as an original and be binding.
- F. This Agreement will be governed and interpreted under the laws of Pennsylvania. The parties agree to submit any claims arising from or relating to this Agreement to a court that has jurisdiction within the Commonwealth of Pennsylvania. That means, in a Pennsylvania court, the parties agree to waive (give up) any defenses as to venue and choice of law.

The parties further agree that any legal action or proceeding by Resident against

Residence Life and Housing Services for any matter arising out of or relating to this

Agreement will only be brought in Chester County, Pennsylvania. Any final judgment

against either party may be enforced in any location by filing a judgment claim or in any manner provided by law. Nothing in this Agreement shall constitute a waiver of the sovereign immunity of the University.

G. The Rules and Regulations included in this Agreement are an integral part of this

Agreement. The Resident will comply with the Rules and Regulations and perform all the Resident's obligations to them. Residence Life and Housing Services may periodically change the Rules and Regulations. Changes will be effective upon notice of them to the Resident.

- H. Residence Life and Housing Services' rights under this Agreement may be exercised by Residence Life and Housing Services' designated employee or agent until Residence Life and Housing Services notifies Resident otherwise.
- I. The Resident agrees and understands that Residence Life and Housing Services deliver mail to mailboxes and that sometimes prompt delivery may be impossible. Residence Life and Housing Services is not responsible for lost or damaged mail or packages. At the end of the Term, the Resident must notify the U.S. Postal Service of the address to forward the Resident's mail.
- J. The Resident agrees Residence Life and Housing Services and its agents are not being required to forward mail if the Resident does not give a forwarding address to the U.S. Postal Service and the Resident will promptly notify all parties of new addresses at the end of the Term, the termination of this Agreement, or the Resident's vacating the premises, whichever comes first.
- K. During Facility events, Residence Life and Housing Services may take photos of resident in and around the shared areas. By signing this Agreement, you permit Residence Life and Housing Services to take your picture in public places located within and outside of the Facility and perpetually license the photo's use in marketing materials, including but not limited to print and online media.
- L. If the Resident is a Resident Assistant employed by Residence Life and Housing Services on this Agreement's date, the Resident will not be required to pay cost of housing for that period of employment. These additional conditions apply to Resident Assistants:
  - a. If Resident Assistant is not a student enrolled in a degree program at the university and the Resident Assistant employment is terminated by Residence Life and Housing Services for cause, or if the Resident Assistant ends their employment for any reason other than illness or injury incurred during that employment, then the Resident Assistant will vacate and surrender the Premises to Residence Life and Housing Services as the Agreement requires within five (5) days after the termination; and
  - b. If the Resident Assistant is not a student enrolled in a degree program at the university and Residence Life and Housing Services terminate the Resident Assistant's employment for convenience or by Agreement with the Resident Assistant, or if the Resident Assistant ends their employment because of illness or injury incurred during the employment, then the Resident Assistant will vacate and surrender the Premises to as required by this Agreement within three (3) days after such end of employment.

A number of University policies are attached to this agreement as Exhibit A and are required to be followed by all residents. The Residents are responsible to review these policies.

**Considering an assignment in a student residence hall or apartment, I agree to pay West Chester University the posted housing charge and meal plan charge if applicable. I acknowledge receipt of and agree to the terms and conditions of occupancy specified in this Student Occupancy Agreement. I understand I am responsible for all the matters described in this entire Agreement, including all the materials that have been incorporated into it as described above. I UNDERSTAND THAT THIS AGREEMENT IS IN EFFECT FOR THE ENTIRE ACADEMIC YEAR (FALL AND SPRING SEMESTER).**

EXHIBIT A

A number of University policies are referenced and are required to be followed by all residents. The Residents are responsible to review these policies.

1. The Student Code of Conduct
2. [Residence Life and Housing Services Policy and Procedures](#)
3. [RAMS EYE VIEW](#)

[I agree to the terms outlined in the Student Occupancy Agreement and all documents listed in Exhibit A](#)

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Student Signature

Date