



## **HOUSING OCCUPANCY AGREEMENT**

Residence Life & Housing | West Chester University | 202 Lawrence Center  
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This document constitutes an agreement between the undersigned student-Resident (hereinafter called "Resident") and West Chester University (hereinafter called "University,") acting by and through Residence Life & Housing (hereinafter "RLH") and sets for the Terms and Conditions on which the Resident will occupy the premises (bed assignment) in the WCU Managed student residence halls and apartments. As a Resident student in WCU Managed Housing, you are required to sign a Housing Occupancy Agreement before checking into your building. Sometimes, or as situations warrant, the University reserves the right to amend or change or update the terms and conditions of this Agreement, including room rates and fees.

All Residents are required to activate and use their assigned University email account. Correspondence regarding this agreement will occur via the University email address assigned to the Resident, and the Resident is considered duly notified upon transmission of information by the University, inclusive of RLH, to that email address.

### **I. AGREEMENT TERM**

#### **A. Effective Date and Impact of Effective Date.**

1. **Effective Date.** This Agreement shall be effective upon the Resident's signing of the Agreement ("date of execution"). The Terms and Conditions of this agreement are applicable to both Fall and Spring Terms and any break period or summer period a student is granted permission after an additional document is completed to remain in residence. Residency is not granted for break periods or summer housing without explicit approval in writing from Residence Life and Housing.
2. **Duration.** This Agreement shall be in effect from the date of execution until May 9, 2026, unless terminated in accordance with the terms of this Agreement.
3. **Impact on Proration.** Certain terms of this Agreement may be applied in a pro-rata manner to a Resident who commences their occupancy under the Agreement after the commencement of Fall semester.
4. **Impact on Cancellation.** This Agreement may not be cancelled by the Resident after the date of execution or August 1, 2025, whichever is later, except as otherwise described in the terms of this Agreement. Specifically, this means that if a Resident seeks to end their obligations under this Agreement after the latter of those two dates, the Resident still will be subject to payment and other obligations as described in this Agreement.

#### **B. Period of Occupancy.**

1. Fall and Spring occupancy will be effective the earlier of: 1) your designated move-in date, 2) the date you move into the residence hall, or 3) an assigned move-in date per student's class standing.
2. For all Residents, the period of occupancy for Fall semester ends no later

- than 24 hours after the Resident's last regularly scheduled final exam, or no later than 5:00 p.m. on the day of Fall Commencement if the Resident is a graduating senior.
3. For all Residents, the period of occupancy for Spring semester begins at 10:00am on the Sunday before classes begin and ends no later than 24 hours after the Resident's last regularly scheduled final exam, or no later than 5:00 p.m. on the day of Spring Commencement if the Resident is a graduating senior.
- C. Early Arrival and Late Departure Requests. Residents that belong to approved groups and need housing accommodations before or after their assigned move-in date or move-out date must request approval from RLH. Submitting a request form does not guarantee approval that a Resident will be permitted to stay in their current room or apartment assignment, or that an early arrival or late departure is approved. If made available by RLH, requests for an Early Arrival must be made for a period that corresponds with designated early arrival dates on the RLH website. If made available by RLH, Late Departures must be requested between the dates outlined per communication sent by RLH to resident students. If submitted by these deadlines and approved in writing by RLH, a fee is charged to the Resident's account for occupancy. If a student does not submit a request for early arrival or late departure within the designated timeframes, RLH may not be able to accommodate a student's request.
- D. Residence Hall Break Policy.
1. WCU-Managed Residence Halls close during designated University break periods. Any Resident who desires to remain in WCU-Managed housing during the Winter Break must submit a Break Stay Request Form and may stay during the break period only with the expressed written approval of the Director of RLH or designee. No guarantee exists that a Resident approved to remain in WCU-Managed Housing during the Winter Break can remain in their fall assignment. RLH reserves the right to reassign Residents to a different room, apartment or building during the Winter Break period.
  2. Residents may occupy their assigned rooms during Thanksgiving, Fall, and Spring breaks with prior written approval from RLH.
  3. Dining Services locations will operate with reduced menus and reduced hours during these break periods, and, during some periods, meal plans may be inactive.
- E. Move-Out and Abandoned Property. Residents must remove all belongings from their rooms upon move-out date or upon cancellation date of the Agreement. Failure to remove one's belongings from a room at the end of the term of occupancy shall constitute an abandonment of that property. RLH will dispose of the property as it sees fit and the Resident who left the property shall be obligated to pay for the cost of removal and any associated costs.
- F. Eligibility and Priority.
1. Housing at West Chester University is prioritized for first-year students but not guaranteed.
  2. The University provides Residential premises for enrolled full-time (minimum of 12 credits in a semester) undergraduate students. Residents enrolled less than full-time status may receive approval to reside in WCU-

Managed Housing where certain circumstances warrant and with permission of the Director of RLH or designee.

3. To be eligible for assignment each person must be:
    - i. enrolled as a full-time undergraduate WCU student, pays all fees, meets all deadlines, and follow all established procedures for continued living in WCU Housing.
  4. University housing is obtainable based on availability. To be eligible to reside in WCU-Managed housing, a student must be scheduled for in-person courses as a degree-seeking student.
- G. If a student withdraws from the University, submits a leave of absence, or is academically suspended or dismissed by the University, the student is no longer eligible to live in University Housing. For withdrawals and leaves of absence, the Resident is required to follow University guidelines so that the Resident's RAM Portal account is updated, and all classes are cancelled. Once a Resident has withdrawn, the Resident must officially check-out of University housing within 48 hours.
1. When Residents are not registered for classes, RLH will terminate the housing Agreement and Residents will have 48 hours to vacate an assigned residence.
  2. When academically suspended or dismissed, the Resident will have 48-hours to vacate their assignment.

## II. HOUSING COSTS

The duration of this Agreement commences with a confirmed bed assignment. The \$200.00 housing deposit is non-refundable; the fee is applied to the student account. If a student does not matriculate to the University, the fee is non-refundable.

- A. Room and board charges are included in the tuition bill located on RAM Portal. Charges must be paid in full, or a payment plan established prior to the date of move in.
- B. Any student who enters into a Housing Agreement must be able to provide proof of full-time enrollment to RLH by the conclusion of the University's add/drop date.
- C. Students who move in late or move out early and have not gone through the housing cancellation process will be billed for the entirety of the semester/academic year and will not be issued refunds, except as otherwise described herein.
- D. Student housing assignments are for the entire academic year. Students are billed for fall and spring semester assignments separately by the Bursar's Office according to the Bursar's schedule. Students are obligated to pay for all charges during the occupancy period. All payments are made online via the RamPortal. Outstanding balances owed to the University (including unpaid late fees) may result in the student being removed from Housing and will remain due.
- E. If a Resident processes a withdrawal or leave of absence for an identified semester, the student is not enrolled in classes and therefore not eligible to reside in University Housing. The student's Agreement will be cancelled for the identified Agreement period, and they must reapply for the next academic year. Housing is based upon availability and there is no guarantee of housing upon reapplication.
- F. There is an additional fee for approved Break Housing (See section I, part "C"), which will be set by RLH during the applicable semester.

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### III. REQUEST FOR CANCELLATION

- A. A request to cancel this Occupancy Agreement must be submitted by written notification through the provided form. Students may request access to the form by emailing [housing@wcupa.edu](mailto:housing@wcupa.edu).
- B. Requests for Cancellations.
1. Cancellations are considered only if a student has experienced “a significant and unanticipated change in circumstances” since signing this agreement.
  2. The submission of a request for cancellation does not constitute the automatic grant of such a request.
  3. If a request for cancellation is submitted in a timely manner, a committee of university representatives will review the request to determine if the student has provided sufficient evidence to meet that standard described in paragraph B.1. in a way that would require the student to leave WCU Managed Housing.
  4. If the committee approves the Resident’s cancellation request, the Resident will be required to make all of the payments described below, including prorated charges, improper checkout charges, and/or damage charges (if applicable).
- C. Prorated charges for room and meal plans apply:
1. Room
    - Prorated charges are determined by multiplying the room rate by 10%. This weekly rate is then multiplied by the number of weeks from the official Agreement start date through the date when proper checkout procedures have been completed.
    - Prorated charges are charged by the week, and each new week begins on Sunday. Charges are only prorated for the first 9 weeks of the semester.
    - Beginning the 10<sup>th</sup> week of the semester, Residents are obligated to pay for the full amount of the semester housing, regardless of the number of weeks the Resident occupied the room.
    - The proration schedule will begin the Sunday before the first day of classes for a corresponding term.
    - Example: Resident lives in a double room at a rate of \$3,000 for 7 weeks of the semester before withdrawing.
      1.  $\$3,000$  (room rate)  $\times$  10% (proration percentage) =  $\$300$  (proration rate)
      2.  $\$300$  (proration rate)  $\times$  7 (# of weeks residents’ tenure) =  $\$2,100$  (prorated charge)
      3.  $\$2,100$  (prorated charge)
  2. Meal Plans
    - Prorated charges for meal plans are calculated on a daily rate.
    - Residents will pay the amount of the semester meal plan rate divided by the number of meal days in a semester to calculate a daily meal plan rate.

- The meal plan rate will then be multiplied by the number of days in which a student resided in the residence halls.
3. Flex Dollars
    - Residents will be charged the amount of flex dollars spent prior to their departure.
    - Unused flex dollars will be refunded to the resident.
  4. Disciplinary Action
    - If this Occupancy Agreement is terminated by the University due to disciplinary action taken against the student, including but not limited to violations of the Code of Student Conduct, or Community Living Standards:
      1. For the current semester: the student shall remain responsible for the full housing charges with no proration; and
      2. For all future terms: the Agreement will be cancelled with a full refund.
- D. Improper Checkout Charges.
- i. Residents must complete proper checkout procedures to avoid any additional charges assessed directly to the student account. Proper checkout procedures are detailed in the Community Living Standards. Residents must complete proper checkout procedures and vacate the premises within 48 hours of the date of cancellation.

#### IV. HOUSING ASSIGNMENTS

- A. Building and room assignments will be made at the sole discretion of RLH. By submitting the Application for Housing you agree to accept an assignment. Room assignments and roommate preferences are not guaranteed. Submission of an Application for Housing does not guarantee a space will be assigned.
- B. The University reserves the right to modify, adjust, change, reassign or cancel housing assignments regardless of self-selection, prior to or after assignments have been made for any reasons the University deems appropriate.
- C. Room changes requested by a Resident must be authorized by RLH or their designee and are not guaranteed and are only offered should space become available.
  1. If a room change request period is offered, it shall not occur within the first two (2) weeks of each semester, except in emergency cases as specifically authorized by RLH.
  2. In the absence of extraordinary circumstances, only one Resident initiated room change may be made each semester.
  3. If the Resident requests an assignment change for the spring semester, they must completely move out of their fall assignment 24 hours after their last fall final. Housing will not provide storage. The Resident will be permitted to move into the new spring assignment during designated mid-year move-in days.
  4. In instances of either an administrative reassignment or a resident requested reassignment, the Resident's account will be adjusted and prorated in accordance with the rate of the new room.

5. Any student who changes rooms or apartments without first obtaining the written approval from RLH professional staff will be directed to immediately move back into the originally assigned room or apartment and may be subject to disciplinary action.
- D. Failure to occupy an assigned room on or before the first day of classes or failure to provide a minimum of 48 hours advance notice of late arrival may result in cancelation of this Agreement.
  - E. Preference requests made for a specific room or room type, theme learning communities, or a specific building/apartment are not guaranteed. If the Resident's desired preferences are not available, the Resident will be assigned to the next available space. The Agreement will not be terminated if a Resident's space, room type, building/apartment or theme learning community is not available.
  - F. RLH will make every effort to provide a 24-hour notice, prior to a new roommate moving into a vacant space. Some instances may occur where 24-hour notice cannot be given. RLH will attempt to contact the student should this situation arise.
  - G. RLH reserves the right to place students in non-standard assignments. These non-standard assignments may take the form of a converted community space (e.g., computer labs, study lounges, etc.). Spaces utilized for non-standard assignments may not have a dresser, desk, or wardrobe for each student due to space limitations. In some configurations, cost adjustments may be made.

#### V. PREMISES AND USE

Premises refers to the property and/or specific dwelling that a resident has been assigned. It encompasses the physical space that the resident will occupy and includes all the room(s), fixtures, and amenities specified in this agreement. Subject to the terms and conditions in this Agreement, RLH hereby agrees to allow the Resident to use the Premises (hereinafter the "Premises") as described below.

- A. During the Term, Resident may use the premises solely for Residential purposes only and may use the Common Areas only for the purposes for which RLH makes them available for Residents of the facility, as outlined in the Community Living Standards.
  1. Residents are not permitted to sublease or rent their assigned space.
- B. A Resident must abide by all provisions of this Agreement and all University Policies including the Student Code of Conduct, Community Living Standards Agreement. Violation of any University policy, including the Student Code of Conduct, Community Living Standards Agreement may constitute a material breach of this Agreement and RLH may terminate this Agreement.
  1. To the extent that there are inconsistencies between this Agreement and the Community Living Standards, the terms of this Agreement control.
- C. The Resident will remain responsible for the Premises until all keys for the Premises are returned.
- D. Personal business enterprises shall not be conducted in or from the University Residential facilities, including Internet-related business operations.
- E. 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

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person is a Resident of the Premises by being a party to a separate Agreement with RLH. 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 RLH and University policies, rules, and regulations while in or about the facility.

- F. If a Resident allows a guest to occupy space in their assigned room/apartment/unit for longer than the guest visitation policy allows, or without permission of others with whom the Resident shares space, the Resident will be charged daily for the length of the guest's stay and the Resident's Agreement may be terminated.

## VI. SERVICES, UTILITIES AND FURNISHINGS

- A. All standard residence hall rooms include a desk, desk chair, bed, and may include a wardrobe. Bunking, lofting and bed risers may be permitted depending upon building-specific furniture; only certain beds in Tyson Hall and Goshen Hall may be lofted.
- B. 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, Laundry.
- C. In order to conduct time-sensitive maintenance or repairs, RLH reserves the right to suspend any utility or other service to the Premises and Unit, when deemed necessary. RLH is responsible for maintenance or repairs with designated campus partners and will take all actions available to restore utilities and services promptly.
- D. To the extent allowable under Pennsylvania law, the University, including RLH, will not be responsible or liable for loss or damages resulting from the interruption, reduction, stoppage, or suspension of utilities and services provided 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. The University, including RLH, will not be responsible for or liable for the malfunction of machinery or appliances serving the Premises or any part of the facility. The University, including RLH, and its agents are not responsible or liable for damages or injury to persons or property caused by, among other the, wind, rain, snow, fire, or other acts of God. Resident explicitly releases all claims for injury, loss, or damage. Nothing in this Agreement shall constitute a waiver of sovereign immunity of the University.

## VII. CONDITION OF PREMISES

- A. Initial/Final Inspection. RLH will complete an initial and final inspection to confirm the assignment's condition upon move-in and move-out, documented via the Room Inspection Report.
  - i. Damage Billing. Residents will be charged for lost University property, damages, lost keys, excessive cleaning costs, and all repairs, including remediation of items listed in paragraph B, Section 6 below. Upon move out,

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the Resident may be billed for all the costs to repair damage in the Residents' room or apartment/suite during occupancy as documented in the room condition report. Damage to shared property will be split between or among all Residents in the space unless an individual(s) accepts responsibility for causing damage.

ii. As-is Condition. Except for the conditions identified in the Room Inspection Report, the Resident accepts the Premises and all 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.

B. Resident's Responsibility to Maintain Premises. The Resident is required to keep their assigned space in good, clean, and sanitary condition throughout the Agreement period. Failure to maintain assigned rooms/units/apartment in good, clean, and sanitary condition can result in termination of this Agreement and may result in damage and/or cleaning charges.

1. The Resident shall not make alterations or additions to the Unit.
2. The Resident shall not stop, plug or clog (even for a limited time) any sinks, lavatories, commodes in a room or apartment, community bathrooms, or public bathrooms located in anywhere in a University residence hall facility.
3. The Resident is required to report damage or the need to repair the Premises to RLH staff and file a report using the process indicated.
4. RLH will provide routine maintenance and repair of the Unit without additional charge to Resident, except in the instance of wrongful act or misuse by Resident or Resident's guests.
5. The Resident is obligated to permit entry to university staff or vendors to perform necessary repairs.
6. Resident must inspect the unit for mold, moisture, bed bugs, fleas, and other pests after, and report any such issues within 24 hours of moving in. If Resident does not notify RLH of issues, Resident agrees no presence or infestation, or moisture exists upon move in.
7. The Resident shall not allow trash or garbage to accumulate inside or outside of the assigned room/unit/apartment. The Resident is required to place all trash or debris in the appropriate receptacle--either a trash room or dumpster.
8. The Resident shall not bring any hazardous or dangerous materials into the Premises. The Resident shall not dispose of any dangerous or hazardous materials at the Premises. If the Resident encounters and dangerous or hazardous materials at the Premises, the Resident must immediately notify RLH or Public Safety.

C. Accommodations.

1. Personal Care Attendants. The Resident must be able to care for themselves independently or arrange for services that will allow them to perform everyday life functions in the context of a Residential setting. This includes, but is not limited to: bathing, dressing, and other personal care. This requirement may be met by having a live-in or live-out Personal Care Attendant within certain restrictions. In addition to an accommodation



letter from the Office of Educational Accessibility, Residents must contact RLH when contracting for Personal Care Attendants to abide by applicable community living standards. Resident must provide to RLH detailed information about the contracted provider of such personal care services, hours of visits or necessary extended stays, and the general nature of the functions being performed, and meet all other requirements of the University. Notice must be provided at least 30 days prior to the start of the intended service.

2. Service and Emotional Support Animals. Residents with the need for service or emotional support animals should contact the Office of Educational Accessibility for more information regarding applicable policies.
- D. Damage or Losses to Resident Property. 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. Any actions of others causing such losses may be reported to the University Department of Public Safety.
- E. Common Area Damage.
1. The University has determined (a) that it cannot bear the expense of damages caused by Student Residents, and (b) it is not fair to pass on the costs associated with such damage to Residents of other residence halls where damage has not occurred.
  2. As a result, under this Agreement, Residents are collectively responsible for maintaining common areas within their assigned housing, including lounges, kitchens, bathrooms, hallways, and study spaces—on their floor (if an area is common to a floor) and in their building (if an area is common to the entire building).
  3. If damage or excessive cleaning is required: (a) RLH (and other University offices) will take all reasonable steps to identify the individuals who caused the damage or condition that requires excessive cleaning, and will assign the costs to that individual or individuals. (b) If, however, the responsible individual(s) cannot be identified, associated costs may be equally divided among all residents of the affected unit, floor, or building.
  4. The University will assess damages and/or cleaning charges and charge the appropriate amount(s) to Residents' accounts at the end of the corresponding semester.
  5. Residents are encouraged to report any damage or misconduct immediately and may be asked for additional information regarding knowledge of any common area damage or condition that requires excessive cleaning.
- F. Fire and Safety Equipment. Tampering with fire and safety equipment is a violation of state law and University policy and may result in termination of this agreement. Additionally, disciplinary action through the Community Standards process may occur. Tampering includes, but is not limited to, disconnecting, intentionally damaging, covering, hanging items on, or vandalizing in any way pipes, smoke

detectors, fire sprinklers, alarm horns, pull stations, fire extinguishers, door closers or exit signs. Covering or hanging anything on fire sprinkler heads or pipes is NOT permitted at any time. Storage or placement of furnishings or belongings less than 18 inches from any light fixture or the ceiling is NOT permitted. Any malfunction of fire safety equipment, including room smoke detectors or fire sprinkler equipment, should be immediately reported to a RLH staff member.

- G. Keys.
1. Keys issued to residents are the property of the University and are intended for the sole use of the assigned resident.
  2. Lost or stolen keys must be reported immediately, and residents may be charged for rekeying or replacement.
  3. Violation of that intended use constitutes a risk to the health and safety of other Residents and will not be tolerated.
    - A. Duplication, lending, or unauthorized possession of university-issued keys is strictly prohibited and considered a violation of this agreement.
    - B. Misuse of keys, including providing access to unauthorized individuals or attempting to bypass security measures is strictly prohibited and considered a violation of this agreement.

Either of these categories of violations may result in disciplinary action and/or termination of this Agreement.

#### VIII. RIGHT OF INSPECTION BY UNIVERSITY OFFICIALS

- A. Right of Inspection by University Officials
- i. Routine inspections. Visual inspection of student rooms or apartments for cleanliness, health, safety, and compliance with all University owned and/or affiliated student housing regulations is permitted by members of the administration, RLH staff and Facilities staff. Except as provided herein, such inspections shall be communicated in writing and publicized 48 hours before the inspection except for routine inspections, which will be conducted during University breaks, at regular intervals during the academic year, and at the close of each term. These inspections may be conducted in the absence of the Residents.
  - ii. Other permissible inspections. University officials may also enter a Resident's premises for inspections when adhering to emergency evacuation procedures (e.g., fire alarms); or when there is reasonable suspicion of a rule violation and/or community well-being concern.
  - iii. If, upon request, a 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 Resident shall receive written notification of such entry within 24 hours.
  - iv. Anything discovered during an inspection may be used as evidence to terminate this Agreement and/or be referred to the Community Standards process and/or the student conduct process.
  - v. Anything discovered during an inspection or check described above may be used to demonstrate a violation of the Community Living Standards or the

Student Occupancy Agreement. If the item or items found support a violation of the Student Code of Conduct, the matter may be referred to the Office of Student Conduct. If the item or items found are illegal, the matter may be referred to Campus Police.

- B. Right of Search by Other Authorities
  - i. If, upon an inspection as described above, University administrators or RLH staff or Facilities staff discover items or information that provide a reasonable basis to believe that a violation of criminal law may have occurred, they may refer the matter to appropriate law enforcement authorities. Those authorities may then follow their own applicable processes and procedures to address a suspected violation of criminal law. Any evidence or information discovered through such a search may be used as evidence in any civil or criminal proceeding and also may be used by University administrators concerning matters involving (a) a violation of the Student Code of Conduct, (b) Community Living Standards, and/or (c) a decision whether to terminate this Agreement.
  - ii. Items that are legal to own but not permitted in housing may be retrieved but may not be returned to the residence halls.
- C. Wellness Checks
  - i. There are occasions when Public Safety receives a request for a well-being check. When exigent circumstances are present, Public Safety officers and/or RLH personnel are authorized to enter a student's room to check on the student's status. In the course of that Wellness Check, should the officer(s) and/or RLH personnel observe anything that is either unlawful or contrary to University policy, the officer and/or RLH personnel may address the matter under all applicable laws and policies, including the Student Code of Conduct, RLH Community Standards, or by RLH determining whether to terminate this Agreement.

#### IX. MEAL PLAN REQUIREMENT

- A. Residents assigned to all North Campus residence halls are required to choose a residential Meal Plan. For the period of this current agreement, students residing in College Arms, or the South Campus Apartment Complex are not required to have a meal plan but may select any available plan.
- B. Meal plan changes may only be made during designated meal plan change periods. No changes to assigned plans are permitted outside of these timeframes. Timeframes will be communicated to students in writing.
- C. Dining service is not provided under this agreement during official university break periods.
- D. Refunds are not made for missed meals.
- E. Upon notification or in case of emergency, the university may adjust meal hours and dining locations.
- F. All meal plan cancellations are subject to applicable cancellation timelines.

#### X. LOCKOUT POLICY

- A. The Resident must always carry their key(s) with them. Should they lock themselves out, expect a wait to be assisted. Resident rooms or apartments are expected to be always locked. The full policy can be obtained in the Community Living Standards document.

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## XI. MENINGITIS REQUIREMENT

- A. All students living in on-campus housing must either be immunized against meningococcal disease or submit a waiver in accordance with the College and University Student Vaccination Act. All questions about this requirement and any exemptions can be directed to Student Health Services 610-436-2509.

## XII. PUBLIC EMERGENCY EVENTS / MANDATORY EVACUATIONS HEALTH/SAFETY POLICY

- A. An emergency Event means a situation that—in the judgment of University officials--poses an immediate risk to health, life, safety, property or environment. Emergencies require urgent intervention to prevent further illness, injury, death, or other worsening situations. When an emergency event occurs, the University, including RLH, reserves the right to:
  - 1. Require Residents to relocate to other University-owned facilities or elsewhere.
  - 2. Require Residents to vacate the Premises under the circumstances described in this Section.
  - 3. Establish quarantine and isolation procedures which Residents must comply with.
  - 4. Modify or adjust the terms of this agreement to ensure compliance with all applicable federal, state, local laws and orders or directives of governmental authorities (including government agencies) connected with the circumstances.
- B. The University's, including RLH's, exercise of these rights will not be considered a breach or default of this Agreement. The University's, including RLH's, reasonable inability to comply with this Agreement because of an Emergency Event will not be considered a breach or default of this Agreement. Resident agrees to release (give up) and hold the University, including RLH, harmless against (not hold liable for) any claims, damages, or losses related to an Emergency Event, and/or the University's, including RLH's, exercise of its rights according to this Section during the term of this Agreement.
- C. The Resident acknowledges that RLH is required to follow the direction of West Chester University officials, orders of the governor of Pennsylvania, and orders or directives of other governmental agencies concerning the existence of an Emergency Event during the Term of the Agreement.
- D. If in response to an Emergency Event, the University, including RLH, requires the Resident to vacate the Premises, or if the Premises is not available for occupancy during the Term because on-campus learning is interrupted during the fall or spring semester, then RLH shall provide a prorated refund that applies to the portion of the Term that the premises is not available for occupancy by the Resident.
- E. Resident shall not have a right to a refund if the University's calendar is altered or changed to permit a full semester to be completed through online learning or instruction. Should the University require the premises to be vacated during the term, RLH shall give Resident s as much notice as is practicable under the circumstances and shall adjust the timeframe the Resident has to remove Resident's personal belongings from the Premises.

## XIII. TERMINATION OF OCCUPANCY AGREEMENT

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The Housing Occupancy Agreement is binding for the full academic year or remaining portion thereof and may not be transferred or reassigned by the Resident.

- A. Grounds for Termination by the University
  1. Discontinuance of full-time, in-person enrollment
  2. Academic dismissal from the University
  3. Withdrawal from the University during the semester; Residents must notify RLH of institutional withdrawal
  4. Disciplinary action due to violating the Community Living Standards or Student Code of Conduct
  5. Failure to pay semester fees according to payment deadlines established by the University
  6. Failure to abide by the Community Responsibility and Expectations outlined is a breach of the terms of this agreement.
  7. Misuse of keys
- B. Consequences of Termination

If this Agreement is terminated for any of the reasons above, Residents should expect the following:

  1. Vacate the space within 48 hours of Agreement termination
  2. Cancellation of student meal plan, unless student communicates willingness to retain meal plan
  3. Remove all belongings from the residential space assigned
  4. Inability to reside in housing for any current and/or future term
  5. Incur financial costs for current and/or future terms, see Section III, Part C for more information related to prorated costs
  6. Search and secure housing elsewhere
- C. Repeated violations of Community Living Standards may result in termination of this agreement.
- D. In some instances, a single, egregious violation of community living standards may result in termination of this Agreement.
- E. Community Responsibility and Expectations
  1. Residents are expected to contribute to a respectful, cooperative, and safe living environment. This includes courteous and appropriate behavior toward roommates, neighbors, Residence Life and Housing staff, and other members of the campus community. Disruptive behavior is strictly prohibited.

#### XIV. ENFORCEMENT OF THIS AGREEMENT

- A. If the Resident believes that the University has violated this Agreement, the Resident must notify RLH in writing via email to [housing@wcupa.edu](mailto:housing@wcupa.edu) within five (5) calendar days of the alleged violation. The Resident's failure to notify RLH in writing within five days will be considered (1) an acceptance of RLH's' actions or the relevant conditions at issue and (2) a waiver of the resident's right to raise the issue.
- B. This Agreement is the final Agreement between the parties. Any prior agreements not incorporated into this Agreement will not be considered part of it. This Agreement replaces any previous discussions or agreements, whether they are written or oral. There are no statements, assurances, or promises by RLH, either verbal or written, except those explicitly stated in this Agreement.

**\*SUBJECT TO CHANGE**

1. Due to an emphasis place on Resident safety, health, and wellbeing, RLH reserves the right unilaterally to amend, modify, delete, or add new and additional rules and regulations regarding the use and care of university facilities in relation to such health and safety concerns. Such updates and amendments will be provided via email and posted in all Residential facilities with notice that is reasonable under the circumstances. Residents are required to comply with all University policies, including all amendments in this Agreement.
- C. All communication required under this Agreement must be in writing and will be considered to have been given:
1. When received, if sent by UPS, FedEx, or a similar company.
  2. The third day after certified or registered mail through the USPS and letter is signed for.
  3. When received, during regular business hours if sent to HOUSING@wcupa.edu
- D. Should you elect to use UPS, FedEx or a similar company, all communications must be sent to the parties at the following addresses or locations:
- If to RLH:
- RLH  
705 S. New Street  
202 Lawrence Center  
West Chester, PA 19383  
Attention: Director of RLH
- If to Resident:
- The Resident 's Permanent Address (specified above), or to Resident 's mailbox at the WCU Residence Life 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. The University reserves the right to change the terms and conditions of this agreement. Should the resident not agree to these changes, resident may cancel this agreement.
- G. This Agreement will be governed and interpreted under the laws of Pennsylvania. The parties agree that jurisdiction of all matters arising from or relating to this Agreement will be in the courts that have jurisdiction within the Commonwealth of Pennsylvania, as further defined herein. The parties agree to waive (give up) any defenses as to venue and choice of law.
- H. This Occupancy Agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Resident consents to the jurisdiction of any appropriate forum of the Commonwealth of Pennsylvania (or any federal court in Pennsylvania) and waives any claim or defense that such forum is not convenient or proper. Disputes involving this Agreement must be brought in an appropriate Pennsylvania or federal forum with jurisdiction over the matter at issue. Nothing in this Agreement may be interpreted as a waiver or limitation of the University's rights or defenses.

- I. The Rules and Regulations included in this Agreement and supplemental documents 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. RLH may periodically change the Rules and Regulations in its sole discretion. Changes will be effective upon notice of them to the Resident.
- J. RLH's rights under this Agreement may be exercised by RLH's designated employee or agent unless and until RLH notifies Resident otherwise.
- K. The Resident agrees and understands that RLH delivers mail to mailboxes and that sometimes prompt delivery may be impossible. The University, including RLH, 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.
- L. The Resident agrees RLH and its agents are not required to forward mail. The Resident agrees to promptly notify all mail carriers of new addresses at the end of the Term, the termination of this Agreement, or the Resident's vacating the premises, whichever comes first.
- M. The resident agrees that RLH or designees may take photos of Residents in and around common or shared areas. By signing this Agreement, you permit RLH to take your photograph or include you in video while 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.

#### XV. Acknowledgement

The Appendices below are incorporated into this Agreement. A number of University policies are attached to this Agreement and are required to be followed by all Residents. All Residents are required to review these policies. As noted above, University policies may change at any time. Because I am seeking 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 Housing Occupancy Agreement, including all attachments and other documents incorporated herein. I understand I am required to understand and abide by all the terms and conditions described in this entire Agreement, including all the materials that have been incorporated into it as noted above. I understand this Agreement is in effect for the entire academic year (fall and spring semester).

Residents are required to abide by the current University Policies including but not limited to the [The Student Code of Conduct](#); [the RLH Community Living Standards](#); all federal, state, county, and local laws; and university guidelines as communicated to Residents. Violation of this Agreement may result in applicable University disciplinary action, termination of this Agreement, and possible referral to other government agencies.

#### APPENDICES

[The Student Code of Conduct](#)  
[Community Living Standards](#)