TERM AND CONDITIONS -- UNIVERSITY HOUSING POLICIES

ARTICLE I. Terms
(1) Period of Contract/Lease. One academic year consisting of two semesters, from the first day residence halls officially open fall semester until the last day of the spring semester.
(2) Residence Hall Requirement. All first and second year students are required to live on campus unless they live within a 50-mile radius with a parent or legal guardian; are 21 years of age; married; a single parent; or a veteran. Exemption requests may be made by following the form found on the web site www.winthrop.edu/reslife/forms. Exemption request forms must be submitted prior to the first day residence halls officially open for the term. Students, who are enrolled and have not been exempted from the residence hall requirement, will automatically be billed for a semester's housing fees and may be subject to disciplinary sanctions.
(3) This contract is for a space in the residence halls and not for a specific bed.
(4) The student must have a meal plan for each semester. The meal plan is optional for Roddye Hall residents.
(5) The student must enroll for a minimum of twelve (12) undergraduate or nine (9) graduate hours in each semester to be eligible for a space in university housing. A part-time student may be granted permission to live in university housing as long as the student is not in violation of any university and/or conduct regulations.
(6) The student must have a health form on file with health services.
(7) The university reserves the right to refuse the admission or readmission of any student to the residence halls if the student fails to meet university admission requirements, or if the student is in violation of university regulations, or has a criminal conviction by legal authorities.
(8) The university will terminate this contract for the following reasons: failure to pay the room rent as set forth in Article II, Section 1; the student's health condition; the student has been suspended due to a failure to meet academic requirements; completion of graduate school requirements; or participation during the spring semester in any required by the university that takes the student away from the main campus for an extended period of time.
(9) The student may be cancelled at the end of the fall semester with a $300 contract/lease cancellation fee for the following reasons: marriage; residency requirement exemption request; withdrawal from school; transferring; failure to enroll for the second semester, and/or circumstances determined by the university to be sufficiently extenuating beyond the student’s control as to warrant cancellation (documentary evidence will be required).
(10) The university will terminate this contract if the student is not in compliance with any university and/or any housing policies and regulations as stated in this contract, whether such policies and regulations be now in effect or later enacted after due notice thereof.

ARTICLE II. Housing Fees
(1) This contract/lease binds a student to pay housing fees from the first day the residence halls open for a full academic year, both fall and spring semesters.
(2) Housing fees are assessed on a semester basis.
(3) Contract/Lease Cancellation Prior to the Start of the Academic Year. If written notice of cancellation is received by the Department of Residence Life on or before:
   - For New Freshmen, New Transfer Students and New Graduate Students (At Winthrop University)
     (a) Fee Payment Deadline, as published by the Cashiers Office web site winthrop.edu/cashiers - If notice of cancellation is received by the Department of Residence Life on or before this date, the contract/lease is cancelled with no additional charge.
     (b) Day After Fee Payment Deadline: The contract/lease is legally binding, and students are obligated to pay housing fees for the semester unless they fail to enroll. For Continuing Undergraduate and Graduate Students, and Former Students Returning,
       (a) May 1 – The contract/lease is cancelled with no cancellation fee.
       (b) May 2 to May 31 - The contract/lease is cancelled with a $150 cancellation fee.
       (c) June 1 until fourteen (14) days prior to upper-class move-in, as published on the Department of Residence Life Calendar - The contract/lease is cancelled with a $300 cancellation fee.
       (d) After Fourteen (14) days prior to upper-class move-in, as published on the Department of Residence Life Calendar - The contract/lease is legally binding, and students are obligated to pay the remainder of their housing fees unless they fail to enroll. In such cases, all prepaid housing fees, except a $300 cancellation fee, will be refunded.
       (e) Students, who sign contracts/leases after Fee Payment Deadline, are obligated to pay the entire academic year’s housing fees unless they do not enroll.
(4) Contract/Lease Cancellation after the First Day the Residence Halls Open Each Semester of the Academic Year.
   (a) The contract/lease may be terminated after the start of each semester only for the following reasons: withdrawal from school; transferring; marriage (no more than four weeks prior to the wedding date), or circumstances determined by the university to be sufficiently extenuating beyond the student’s control as to warrant cancellation (documentary evidence will be required).
   (b) Any student not qualifying for cancellation under paragraph 4(a) will forfeit the prorated amount for the days that housing is held in reservation by that student and a cancellation fee of $300. No refunds will be made after the 7th week of the semester.
(5) Contract Cancellation at the End of the Semester. The contract/lease may be terminated at the end of the fall semester without penalty for the following reasons: graduation; inability to continue without a financial hardship due to a failure to meet academic requirements; completion of graduate school requirements; or participation during the spring semester in anything required by the university that takes the student away from the main campus for an extended period of time.
   (a) The contract/lease may be cancelled at the end of the fall semester with a $300 contract/lease cancellation fee for the following reasons: marriage; residency requirement exemption request; withdrawal from school; transferring; failure to enroll for the second semester, and/or circumstances determined by the university to be sufficiently extenuating beyond the student’s control as to warrant cancellation (documentary evidence will be required).
   (b) Failure to cancel the contract/lease in writing prior to the first day of classes in the following semester will result in a $300 cancellation fee.
   (c) If 4(a) or 4(b) does not apply and you are exempt from the residency requirement, the contract/lease may also be cancelled at the end of the fall semester by paying 50 percent (50%) of the current semester’s rental fee.

ARTICLE III. Obligations of the University
Winthrop University agrees:
(1) It shall grant the use of the facilities from the published date that residence halls open, except during official recesses, until the published date that residence halls close.
(2) In the event of mechanical, electrical or water difficulties, it shall make all reasonable efforts to restore service but shall give no abatement in room rates because of damages, inability to restore service, and shall not be liable for any inconvenience.
(3) It shall furnish a twin-size bed with mattress, chest of drawers, a desk (or chest-drawer combination), and a chair. Furniture may not be placed in storage and must remain in the student’s room. Furniture from public areas of the hall may not be brought into the student’s room.
(4) It shall assign a room according to the date of receipt of the completed housing application. Whenever possible, requests for a specific building, room, and roommate will be honored, but cannot be guaranteed.
(5) The university reserves the right to require room assignment changes to enhance community living, for disciplinary sanctions, space consolidation, and other reasons considered necessary or advisable.

ARTICLE IV. Obligations of the Student
The student shall:
(1) Exercise reasonable care in the use of the facilities; care for his/her room, including properly ventilating and cleaning suite bathrooms; abide by all Winthrop University rules and regulations; whether such regulations be now in effect or later enacted, and accept penalties for violation of all Winthrop University rules and regulations. Infrctions of rules and regulations may be dealt with administratively or by the Winthrop Student Conduct Code.
(2) Upon check-in, sign a contract addendum and room condition report accepting responsibility for the condition of the room, its furnishings and equipment, or recommend an assessment against the occupant for damages and missing property. Failure to properly checkou
(4) Pay the cost of replacement or repair for any breakage or damage to the
student’s room, its fixtures or appurtenances, fair wear and tear excepted, and
a pro rata share of the cost for any damages to communal property when
the responsible person cannot be determined.
(5) When withdrawing from the university, check out in the Department of
Residence Life and turn the key in to the residence hall office.
(6) Not assign this contract, sublet the assigned room to another party, or
change rooms without advance approval of the Department of Residence
Life. A fine of $25 will be levied for changing rooms without permission.
(7) Not alter or repair electrical equipment or fixtures, which belong to
the university. Defects in electrical equipment must be reported to your
Resident Assistant and the residence hall office will result in a fine of
$25.
(8) Keep pets in residence halls except for fish. Visitors are prohibited.
(9) Abide by the Guest Policy (see Student Handbook).
(10) Abide by the procedures and guidelines outlined in the Residence Hall
Alcohol Policy (see Student Handbook).
(11) Abide by the procedures and guidelines outlined in the Room Painting
Policy (see Student Handbook).
(12) Abide by the procedures and guidelines outlined in the Residence Life
Loft Policy (see Department of Residence Life website).
(13) Not exit, prop or open locked exit doors after the residence hall is
locked, unless the door is designated for use.
(14) Smoking and Vaping (Electronic Cigarettes) is not permitted in the
residence halls. Students must abide by the Campus Smoking Policy.
(15) The university will clean empty rooms and bathrooms when the
occupant of a room changes between semesters or summer sessions. It is
the remaining student’s responsibility to remove personal items from the
areas to be cleaned. Custodial Services will not be responsible for personal
items and may move items in order to clean areas properly.
(16) The student may be required to pay charges for unauthorized alterations
to rooms, equipment, or buildings and for special cleaning necessitated by
post extermination or improper care of rooms or equipment.
(17) The university has the right to take possession of any personal property
left in a student’s room. The university has the right to remove and store
the property at the owner’s expense. If the property is not claimed within sixty
(60) days, the university will have the right to give away or sell the property
at public or private sale.
(18) The university’s acceptance of an application does not guarantee an
assignment.
(19) The university encourages educational, social and cultural diversity within
the on-campus residential environment. Therefore room and roommate
assignments are made without regard to age, color, disability, gender,
national origin, race, religion, sexual orientation or veteran status.
(20) If the student fails to occupy his/her room within 24 hours after the first
day of classes, the room reservation may be cancelled unless proper notice
of late arrival is given to the Department of Residence Life.
(21) Housing and meal plan charges will continue to be assessed until the
student withdraws from housing and the date the room key is turned into the
residence hall office.
(22) Hall sports of any kind and any hallway activity which may damage the
facilities or which are a danger to the occupants or property is prohibited, but is
not limited to: roller blades, skateboards, hoverboards, bicycles, scooters,
balls, Frisbees and other items intended for outdoor use.
(23) Tampering with door locks or adding additional door locks is prohibited.
(24) Personal electrical equipment authorized for use in individual rooms
includes TV sets, stereo equipment, radios and computer equipment.
Additional microwaves, other than the microwave/refrigerator/freezer unit
furnished by the university, are not allowed, except in Roddey Hall.
Additional refrigerators are not allowed. Electrical equipment is acceptable
provided such devices do not exceed the amperage limits of circuits, or
create a hazard due to the manner by which they are connected, except for
the exemptions noted in (25) below.
(25) Because of fire regulations, the following are prohibited:
A. the use in individual rooms of open-coil or open-plate devices such as hot
plates, halogen torchiere lamps, hoverboards, toaster ovens, deep fryers,
Forenay type grills (complete list is on the Department of Residence Life
website);
B. the use of open flame or ember devices such as candles, incense or
oil lamps;
C. the use of electric lights on any Christmas trees other than artificial ones;
no live trees are allowed;
D. parking bicycles in the halls, stairwells or handicap access ramps; 
E. bringing motorbikes into halls, stairwells, lobby areas, or rooms; 
F. hanging any objects on fire sprinkler pipes.
(26) The possession and/or use of firearms, knives with a longer than 3 inch
blade, dart guns, BB guns,ических, brass knuckles, stun guns, explosives, air
guns, paintball guns, inflammable fluids and materials, kerosene heaters,
dangerous chemical mixtures, fireworks, propellled missiles, bullets, or other
ammunition is prohibited. Additional, replicas, toys, or other devices that
mimic real weapons are prohibited in the residence halls.
(27) The sounding of false alarms and tampering with firefighting or
safety equipment to include extinguishers, smoke detectors, hoes, exit
signs, fire sprinklers and door and fire alarm systems is prohibited. Such
offenses are subject to prosecution in civil courts, removal from
residence halls, and are cause for separation from the university. Tampering
with security systems including door access and security cameras is
prohibited. Card loss must be reported immediately.
(28) Any student found responsible for causing fire or smoke in the residence
halls will be charged $100 and subject to student conduct sanctions.
(29) The student will vacate the residence hall and cooperate with staff
members during fire and other safety drills.
(30) Room keys are property of the State of South Carolina and may not be
duplicated. If a key is lost or not turned in to the residence hall office when
the student vacates a room, the university will rekey the lock and charge the
student for the key involved.
(31) Roofs and ledges of residence halls are “off limits.” Articls are not to be
placed on exterior window ledges. Window screens and stops are not to be
removed. Windows cannot be used as an entrance or exit except in an
emergency.
(32) Noise determined to be excessive and disturbing to the residence hall
environment will be documented and may result in student conduct
sanctions.
(33) Objects are not to be handled or propelled out of windows.
(34) Soliciting, canvassing, or the use of the residence halls as a location for
selling is prohibited unless permission to do so is granted to Winthrop
Student organizations by the Director of Residence Life. A student
may not use his or her room for commercial purposes.
(35) Waterbeds and other pieces of water-filled furniture are not permitted.
(36) Exterior antennas and tampering with the cable TV system are not
permitted.
(37) The manufacture, distribution, sale, use, offer for sale, or possession
of drugs or narcotics, or drug paraphernalia is prohibited in accordance with
state statutes. (see Student Handbook).
(38) The student shall deposit all trash into dumpsters located outside of
the building and only recyclable items in the recycle bins. Failure to properly
remove and dispose of trash, and/or failure to maintain sanitary conditions
shall result in the assessment of a fine per incident.
(39) Violations of the Residence Hall Contract/Lease, Winthrop University
Student Conduct Code, and the Winthrop University Student Handbook are
subject to administrative review and may result in administrative penalties
and/or referral to the Winthrop judicial system.
ARTICLE V. Security, Inspection, and Searches
(1) The university shall not be liable for damage to or loss of any property
of any kind which may be lost, stolen, damaged or destroyed by fire, water,
steam, defective refrigeration, elevators, or otherwise while on the leased
premises or in any storage space in the building. All personal property in any
post of the building within the control of the student shall be at the sole risk of
the student. It is the student’s obligation to insure his/her personal
property.
(2) The university reserves the right to periodically inventory university
property and conduct maintenance, pest control, safety, and health
inspections of rooms. Students are expected to comply with instructions
given as a result of such inspections. These inspections will be held
during official recesses and at other times, in the latter case after twenty-four (24)
hour notice, when practical, and in the presence of the occupant(s), when
practical.
(3) The university reserves the right to enter individual student rooms in
emergency situations. Reasonable effort will be made to notify the occupants
in advance of such an entry.
(4) The university reserves the right for its officials to search individual rooms
in cases where there is reasonable cause to believe that university
regulations and/or laws are being violated.
(5) The university reserves the right to request a search warrant from the
Rock Hill city recorder when there is probable cause to believe (a) that a
room is occupied by a non-resident whose presence constitutes a violation of
the Visitation/Guest Policy, or other appropriate regulations of the university
or (b) a violation of municipal or state law or (c) that the occupant has
concealed within the room property possession of which is a violation of
state or federal law.
ARTICLE VI. The Student understands that:
(1) This instrument and all addenda thereto, constitutes the complete
agreement between the parties and no modification or amendment thereof
shall be binding unless it is reduced to writing and signed by both parties and
attached hereto.
10/12/2018