

RESIDENCE HALL HOUSING CONTRACT

This Housing Contract is an agreement between the university and the individual student. The term of the Housing Contract is specified in Article I, Section 1 of Terms and entitles the student to the use of university housing accommodations only in such a manner as set forth herein and in the Student Handbook. This Housing Contract may be terminated only under the conditions specified herein.

PLEASE READ BEFORE SIGNING. PAY SPECIAL ATTENTION TO ARTICLE II – HOUSING FEES, REGARDING CANCELLATION DEADLINES. Students and their parents or guardians are urged to read carefully the terms and conditions of this Housing Contract. If the student is under 18, a parent or guardian must sign this Housing Contract along with the student. The university agrees to provide reasonable accommodations under the conditions of this Housing Contract. **Please sign and return a paper version of this Housing Contract only if completing a paper housing application and send it to the Department of Residence Life – 237 DiGiorgio – Rock Hill, SC 29733. The Housing Contract you are about to sign is a legally binding contract for BOTH the fall semester and the spring semester.** You may print a copy of this Housing Contract for your files at the web site www.winthrop.edu/reslife/forms.

TERMS AND CONDITIONS -- UNIVERSITY HOUSING POLICIES

ARTICLE I. Terms

- (1) **Period of Housing Contract.** 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) **Residency 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 using the form found on the following 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 residency requirement, will automatically be billed for a semester's housing fees and may be subject to disciplinary sanctions.
- (3) This Housing 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 Roddey Hall residents.
- (5) The student must enroll for a minimum of twelve (12) undergraduate or nine (9) graduate hours 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 required health form(s) 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 Housing Contract for the following reasons: failure to pay the room rent as set forth in Article II, Section 1; the student's health renders the student unsuitable for group living; the student's behavior; or a violation of the Student Conduct Code (see Student Handbook) and/or any housing policies and regulations as stated in this Housing Contract, whether such policies and regulations be now in effect or later enacted after due notice thereof.

ARTICLE II. Housing Fees

- (1) This Housing Contract 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) **Housing Contract 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 (All Students New to 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 Housing Contract is cancelled with no additional charge.
 - (b) **Day After Fee Payment Deadline:** The Housing Contract 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 Housing Contract is cancelled with no cancellation fee.
 - (b) **May 2 until May 31** - the Housing Contract 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 Housing Contract 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 Housing Contract is legally binding, and students are obligated to pay the semester's 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 Housing Contracts after Fee Payment Deadline**, are obligated to pay the entire academic year's housing fees unless they do not enroll.
- (4) **Housing Contract Cancellation after the First Day the Residence Halls Open Each Semester of the Academic Year.**
 - (a) The Housing Contract 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 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) **Housing Contract Cancellation at the End of the Fall Semester.**
 - (a) The Housing Contract may be terminated at the end of the fall semester without penalty for the following reasons: graduation; ineligibility to continue enrollment 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.
 - (b) The Housing Contract may be cancelled at the end of the fall semester with a cancellation fee of up to \$300 (Before November 1, the Housing Contract can be cancelled for \$150), for the following reasons: marriage; residency requirement exemption request; withdrawal from school; transferring; failure to enroll for the second semester; or circumstances determined by the university to be sufficiently extenuating beyond the student's control as to warrant cancellation (**documentary evidence will be required**).
 - (c) Failure to cancel the Housing Contract in writing prior to the first day of classes for the spring semester will result in a \$300 cancellation fee in addition to any fees incurred on the student's behalf.
 - (d) If 5(a) or 5(b) does not apply and you are exempt from the residency requirement, the Housing Contract 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-desk 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, to provide reasonable accommodations under the ADA, 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. Infractions of rules and regulations may be dealt with administratively or by the Winthrop Student Conduct Code.
- (2) Upon check-in, sign a Housing Contract addendum and room condition report accepting responsibility for room furnishings and equipment.
- (3) When occupancy is terminated, obtain written room clearance from the Residential Learning Coordinator, Residence Director or Resident Assistant, who will inspect the room and relieve the occupant of responsibility for the room, its furnishings and equipment, or recommend an assessment against the occupant for damages and missing property. Failure to properly checkout with the Resident Assistant and the residence hall office will result in a fine of \$25.
- (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 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 Housing 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. Students are expected to move within 24 hours of the date on the move slip. Failure to do so will subject the student to a \$25 fine.
- (7) Not alter or repair electrical equipment or fixtures, which belong to the university. Defects in electrical equipment must be reported to your Residential Learning Coordinator, Residence Director or the Hall Office.
- (8) Not keep pets in residence halls except for fish. Visiting pets are prohibited. Violations of the pet policy are subject to a \$100 per animal and/or per occurrence fine.
- (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.

The Student understands that:

- (14) Smoking and Vaping (Electronic Cigarettes) is not permitted in the residence halls. Students must abide by the Campus Smoking Policy.
- (15) The student may be required to pay charges for unauthorized alterations to rooms, equipment, or buildings and for special cleaning necessitated by pest extermination or improper care of rooms or equipment.
- (16) 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 reclaimed within sixty
- (60) days, the university shall have the right to give away or sell the property at public or private sale.
- (17) The university's acceptance of an application does not guarantee an assignment.
- (18) Winthrop 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.
- (19) 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.
- (20) 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.
- (21) Hall sports of any kind and any hallway activity that may damage the facilities or cause risk of injury to residents is prohibited. This includes, but is not limited to: roller blades, skateboards, hoverboards, bicycles, scooters, balls, Frisbees and other items intended for outdoor use.
- (22) Tampering with door locks or adding additional door locks is prohibited.
- (23) 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 prohibitions noted in (25) below.
- (24) 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, Foreman 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.
- (25) The possession and/or use of firearms, knives with a longer than 2 inch blade, dangerous weapons, brass knuckles, slingshots, explosives, air guns, paintball guns, inflammable fluids and materials, kerosene heaters, dangerous chemical mixtures, fireworks, propelled missiles, bullets, or other ammunition are prohibited. Additionally, replicas, toys or other devices that mimic real weapons are prohibited in the residence halls.
- (26) The sounding of false fire alarms and tampering with firefighting or safety equipment to include extinguishers, smoke detectors, hoses, exit signs, fire sprinkler equipment 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. ID card loss must be reported immediately.
- (27) Any student found responsible for causing fire or smoke in the residence halls will be charged \$100 and subject to student conduct sanctions.
- (28) The student will vacate the residence hall and cooperate with staff members during fire and other safety drills.
- (29) 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 cost involved.
- (30) Roofs and ledges of residence halls are "off limits." Articles 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.
- (31) Noise determined to be excessive and disturbing to the residence hall environment will be documented and may result in student conduct sanctions.
- (32) Objects are not to be handed or propelled out of windows.
- (33) 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 University student organizations by the Director of Residence Life. A student may not use his or her room for commercial purposes.
- (34) Waterbeds and other pieces of water-filled furniture are not permitted.
- (35) Exterior antennas and tampering with the cable TV system are not permitted.
- (36) 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).
- (37) 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.
- (38) Violations of the *Residence Hall Housing Contract*, *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 IV. 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. All personal property in any part 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 municipal, state or federal law.

ARTICLE V.

(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.

2/17/2020

I have read and agree to the terms of this Housing Contract.

Name _____ Student ID# _____
(Please Print)

Signature of Student _____ Date _____

Signature of Parent (only if student is under age 18) _____ Date _____