



Western Illinois

# University Housing & Dining Services | Residence Hall Contract Spring 2023

|                            |           |            |    |
|----------------------------|-----------|------------|----|
| STUDENT ID # (XXX-XX-XXXX) | LAST NAME | FIRST NAME | MI |
|----------------------------|-----------|------------|----|

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|---------------------|------|----|-----|---------|
| HOME STREET ADDRESS | CITY | ST | ZIP | COUNTRY |
|---------------------|------|----|-----|---------|

|                             |                     |   |
|-----------------------------|---------------------|---|
| PHONE NUMBER (XXX-XXX-XXXX) | GENDER<br>__ M __ F | Do you have a health issue or disability that requires special consideration?<br>__ Yes (If yes, enclose explanation) __ No |
|-----------------------------|---------------------|---|

APPLICATION/CONTRACT FOR RESIDENCE HALLS BEGINNING:

|             |               |               |   |   |
|-------------|---------------|---------------|---|---|
| FALL 20 ( ) | SPRING 20 ( ) | SUMMER 20 ( ) | <input type="checkbox"/> 1 <sup>ST</sup> 4 WEEK SESSION | <input type="checkbox"/> 8 WEEK SESSION |
|-------------|---------------|---------------|---|---|

**A \$50 NON-REFUNDABLE PROCESSING FEE AND A HOUSING PREFERENCE FORM MUST ACCOMPANY THIS CONTRACT APPLICATION.**

I hereby contract for room and meal plan in Western Illinois University Residence Halls for the academic year or the balance thereof as indicated on this form and assume responsibility for payment thereof at the rates established by the University and hereby agree to the terms and conditions as define on the reverse of this form and to all rules and regulations of the University now or later to be in effect relative to the Residence Halls. It is expressly provided that this contract may not be canceled after March 1 for Fall and Spring semesters and June 1 for Summer session without liquidated damages if the student attends the University. (See Section VIII. "Cancellation, Check-out and Refunds")

|   |      |
|---|------|
| STUDENT SIGNATURE (DOCUMENTATION IF NO SIGNATURE) | DATE |
|---|------|

|  |      |
|--|------|
| PARENT/GUARDIAN SIGNATURE - Required if student is under 18 years of age (DOCUMENTATION IF NO SIGNATURE) | DATE |
|--|------|

### TERMS AND CONDITIONS OF APPLICATION/CONTRACT

Western Illinois University believes that education is more than a means to an end, and consists of more than the classroom experience alone. We believe that education involves: (1) responsible citizenship, (2) personal enrichment, (3) experience and participation in democratic and community processes, and (4) the development of a lifelong relationship with ideas and people. The goal of the Residence Hall Program at Western Illinois University is to provide clean, comfortable, safe residence hall facilities, a nutritious well-balanced food service program, and stimulating educational programs that support the academic mission of the University.

WESTERN ILLINOIS UNIVERSITY ADHERES TO THE PHILOSOPHY OF NONDISCRIMINATION AND PROVIDES AVAILABLE HOUSING ACCOMMODATIONS TO ALL ELIGIBLE APPLICANTS REGARDLESS OF SEX, RACE, NATIONAL ORIGIN, AGE, SEXUAL ORIENTATION OR PHYSICAL DISABILITY. UNIVERSITY POLICY REQUIRES ALL SINGLE FRESHMAN AND SOPHOMORE STUDENTS (as defined in the University catalog) TO LIVE IN A UNIVERSITY RESIDENCE HALL. ALL EXCEPTIONS TO THIS POLICY MUST RECEIVE APPROVAL IN WRITING BY UNIVERSITY HOUSING AND DINING SERVICES.

This Application/Contract (hereinafter referred to as "Contract") has been prepared to provide you with preliminary information regarding the policies and regulations (see Residence Hall Student Handbook and University Catalog for detailed information) that have been adopted in order to carry out these educational objectives and to serve as protection for both you and the University. By reference, the Residence Hall Student Handbook and University Catalog are made part of this Contract. Please read this Contract CAREFULLY. Sign and return this Residence Hall Contract, along with your \$50.00 Contract Processing Fee and the Housing Preference Form to: University Housing and Dining Services, Seal Hall, Western Illinois University, Macomb, IL 61455. The Housing Contract Processing Fee is a nonrefundable administrative processing fee and will be retained to cover the costs related to contract processing. A copy of this Contract will be returned to you.

The effective date of the Contract is established when the Contract Processing Fee and completed Contract have been received and processed by University Housing and Dining Services. ACCEPTANCE OF THIS AGREEMENT IS NOT A COMMITMENT OF ADMISSION TO THE UNIVERSITY.

#### I. PAYMENT OF ACCOUNT

Residence Hall accommodations are for the full academic year or summer session beginning with the period specified on this Contract. The resident agrees to make payments in accordance with the prescribed manner and schedule according to the Billing and Receivables Office. All checks are to be made payable to WESTERN ILLINOIS UNIVERSITY and should include the student's Student Identification Number on the face of the check. The \$50.00 Contract Processing Fee is NOT applied toward room and board payments. The Housing Contract Processing Fee is a nonrefundable administrative processing fee and will be retained to cover the costs related to contract processing. Students will be held responsible for any damage to residence hall property. All charges will be billed to the student's University account. Room and board are payable by the semester, and should be paid by dates indicated on the student's University bill. A finance charge will be assessed and billed to the student's account for late payments and on the unpaid balance after established billing dates. Room, food service, and class attendance may be denied to the student for nonpayment of room and board. SHOULD THE PAYMENT CHECK BE RETURNED FOR ANY REASON, AN ADDITIONAL RETURNED CHECK SERVICE CHARGE WILL BE ASSESSED. The University, by action of the Board of Trustees, reserves the right to increase residence hall room and board at any time.

#### II. HALL AND ROOM ASSIGNMENT

For students new to the University, University Housing and Dining Services will make residence hall assignments based on a prescribed assignments timeline with a majority of assignments occurring at once. Receipt of the Contract, Housing Preference Form, \$50.00 Housing Contract Processing Fee is required in order to be considered for a residence hall assignment. You will be contacted regarding your residence hall assignment based on the assignment timeline. You will be notified of your room, hall and roommate assignment (if applicable).

NOTE: CANCELLATION OF THE ROOM/HALL ASSIGNMENT DOES NOT CANCEL YOUR OBLIGATION TO RESIDE IN UNIVERSITY-OWNED HOUSING SHOULD YOU ATTEND WESTERN ILLINOIS UNIVERSITY.

In the case of late applications, it may be necessary for the University to make a temporary assignment until a permanent assignment is available, or to place the Contract on file, for assignment when space becomes available. While every effort will be made to comply with your HALL and/or ROOMMATE preference, University Housing and Dining Services reserves the right to make room/hall assignments and whatever reassignments or adjustments that may be deemed necessary.

Room assignment requests or room change requests based on race, religion, sexual orientation, national origin, or physical disability will not be considered. Discriminatory requests or practices are illegal and contrary to the philosophy, policies and traditions of the University and University Housing and Dining Services.

Single room accommodations are offered to eligible students based upon available space and according to the lowest contract number. There is an additional charge for single room accommodations.

(OVER)

For office use only

Contract Processing Fee Received

|       |      |             |            |       |       |
|-------|------|-------------|------------|-------|-------|
| CHECK | CASH | CREDIT CARD | B/R CHARGE | DOC # | STAFF |
|-------|------|-------------|------------|-------|-------|

On occasion, individual or group problems arise that may impact the health, welfare, safety, or security of residents, and adversely affect the academic or general environment of a particular residential area. In such instances, University Housing and Dining Services reserves the right to make hall or room reassignments as may be deemed necessary to resolve said problems.

If one occupant of a double room moves, the remaining occupant, at the discretion of the University, may (1) retain the double room accommodation with a new roommate of his/her choice, (2) be assigned to another double room, or (3) be assigned a roommate by the University Housing and Dining Services Office. Only if an additional charge is assessed, will one resident be permitted to occupy a double room. This policy may change based upon available space.

### III. PERIOD OF OCCUPANCY

The Contract is for the ENTIRE ACADEMIC YEAR or the balance thereof. It is understood that the student must be enrolled at WIU during the term of the Contract. The academic year commences with the first day of registration Fall Semester and concludes 24 hours after the student's last final examination Spring Semester. A separate Contract is necessary for Summer School accommodations. Separate charges may be necessary for period of occupancy outside the defined academic year (i.e. summer school housing, break period housing, early move-in, etc).

Students will be notified by the University Housing and Dining Services Office of dates and times when rooms will be available for occupancy. If the resident has not occupied the room by the second Tuesday of the semester, the room will be reassigned unless previous arrangements have been made in writing with the University Housing and Dining Services Office.

Residence Halls will be closed for occupancy by way of this Contract between semesters and during University recess periods as listed in the University Catalog and the Residence Hall Student Handbook.

Rooms may be occupied until 24 hours after a student's total withdrawal from the University, the student's last final examination at the end of each semester, or until 10:00am on the day after the last day of classes preceding a University recess period. Students having completed their final examinations, involved in disruptive behavior will be required to vacate immediately.

### IV. FOOD SERVICE

All residence hall students are required to be on a food service plan beginning with the first day of classes and continuing through the last day of final examinations. Food service may be available for use prior to the first-day of classes. Food service is provided with the exception of Saturday and Sunday breakfast. Food service units will be closed between semesters and during University recess periods as listed in the University Catalog and Residence Hall Student Handbook. Upon check-out, students on an eligible meal plan may receive a refund for a portion of unused food purchase dollars as prescribed by the conditions below in Section VII "Cancellations, Check-out and Refunds"

### V. SERVICES PROVIDED

Permanent room furnishings may include beds, mattresses, chest of drawers, closets, study desks and lamps, study chairs, bookcases, and bulletin boards. Special areas in each hall include lounges, recreation rooms, and luggage storage rooms. Most halls also have special study rooms available for residence hall students' use, during posted hours.

Guests may be a visitor in a student room for a maximum of three nights on an occasional basis as long as the presence does not interfere with or impose on the roommate or other floor members. However, guests must be registered according to prescribed procedures for each residence hall. Residents hosting guests accept responsibility for the behavior and action of their guests at all times.

### VI. LIABILITY

Although the University will exercise reasonable efforts to protect student property, the University is not in any way liable for loss from theft or damage to any personal property belonging to students or their guests. All students are urged to make sure that their personal property is covered by insurance, either with their parents' homeowners' insurance policy or by a special student policy available for this specific purpose by an insurance firm specializing in this type of coverage.

The student agrees to cooperate with his/her roommate in the common protection of property. Room doors should be locked when the room is unoccupied. The student agrees that any personal effects, valuables, or other property of the student left in the residence halls after expiration of the current contract period and not reclaimed within 60 days after the end of such contract period shall be abandoned property. Abandoned property may be retained by the University as its property or may be disposed of through sale, donation, or in such manner as is deemed appropriate by the University. Any proceeds derived from the sale of or other disposition of such property shall be the property of the University.

The University is not liable for personal injuries sustained in the residence halls.

### VII. GENERAL CONDITIONS

Residents are not permitted to use their rooms or other facilities of the building for any commercial purposes whatsoever. Solicitation may be permitted by individuals or agencies who are given specific written permission by the University Housing and Dining Services Office.

The use or possession of firearms or fireworks is strictly prohibited and violators will be prosecuted to the fullest extent of the law.

The housing of PETS, with the exception of aquarium fish, is PROHIBITED. The use of coffee pots, hot plates, hot pots, popcorn poppers, halogen lamps and other similar heat-producing devices is not permitted within student rooms for safety reasons. Any such heat-producing device may be confiscated and released at the end of the semester. Weightlifting equipment may not be used in student rooms.

The University reserves the right to limit the use of radio, television and stereo system privileges if a resident uses these devices in such a way as to disturb other residents or if their use creates an electrical hazard or maintenance problem. This applies particularly to television sets and stereo systems.

Students are responsible for cleaning their assigned room and for returning the room to the University in like condition, normal wear and tear excluded, upon terminating the assignment. A housekeeping charge will be assessed to the student for a room deemed by the University to be in an unsatisfactory condition.

Residents shall be held liable for room damages beyond ordinary wear. Damages occurring to public areas and not assignable to a single individual or individuals shall be prorated and assessed to all students residing on the floor unit and/or hall.

The University reserves the right to inspect rooms and furnishings therein at times convenient to its staff, in the interest of health, safety and security, for the purpose of determining general cleanliness of the rooms, to make repairs, and to decorate on a scheduled basis.

University personnel may enter a student's room if there is reason to believe that a violation of federal, state, or municipal law and/or University rules and regulations has taken place.

### VIII. CANCELLATION, CHECK-OUT AND REFUNDS

Except as hereinafter provided, the obligations of this Contract are for the entire academic year or the balance thereof if the student is enrolled for classes at the University or re-enrolls during the Contract period.

If the student is leaving the University and files a Contract Cancellation Form, the Contract may be canceled for the following reasons: (1) Withdrawal from the University; (2) Graduation; and (3) Dismissal for academic or disciplinary reasons. IF THE STUDENT IS REMAINING AT THE UNIVERSITY AND WISHES TO CANCEL HIS/HER HOUSING CONTRACT AFTER MARCH 1 FOR THE FALL AND SPRING SEMESTERS AND JUNE 1 FOR THE SUMMER SESSION, HE/SHE MUST FILE A PETITION FORM WITH THE UNIVERSITY HOUSING AND DINING SERVICES OFFICE. IF THE STUDENT MEETS ELIGIBILITY REQUIREMENTS, HE/SHE WILL BE CHARGED A CONTRACT BREAKAGE FEE EQUAL TO THE DOUBLE ROOM RATE. All other exceptions must be approved in writing.

#### CHECK-OUT

Charges will be based on the date the student properly checks out of the residence hall with the appropriate residence hall staff member and the University Housing and Dining Services Office. Improper check-out and key replacement charges may be assessed if a student does not properly check-out of his/her residence hall room.

#### REFUNDS

UNIVERSITY WITHDRAWAL or DISCIPLINARY RESIDENCE HALL DISMISSAL: If the student enters the University and then withdraws of his/her own initiative or is asked to leave the Residence Halls for disciplinary reasons, the following adjustments will be made to the student's account:

- (1) First day of class through the 10th academic day of the semester, Room refunds will be prorated on a daily charge schedule and Meal Plan refunds will be based on actual usage of the food service plan by the student.
- (2) Beginning the 11th day through the 10th academic week of the semester, Room refunds will be refunded in accordance with the applicable refund percentage of the University Refund/Credit policy. Meal Plan refunds will be based on applicable refund percentage of the University Refund/Credit policy and actual usage of the food service plan by the student.
- (3) Beginning the 11th academic week, 100% of Room and Meal charges will be forfeited by the student.

Food service plans with unused values greater than the eligible refund will be refunded at the maximum amount and all values greater than the maximum amount will be forfeited. All Meal Plan refunds are initiated upon receipt of the residence hall check-out paperwork or at the end of the Spring semester, whichever occurs first.

All room and Meal Plan credits and charge adjustments are posted to the student's account held in the Billing and Receivables Office.

If a disaster, fire, act of God or other contingency beyond the control of the University shall prevent performance by the University, refunds will be made on the basis of prorating the balance of the room and board payment made by the student.

### IX. RELEASE AND/OR DEVIATION FROM CONTRACT

Any requests for deviations from this Contract must be submitted in writing to the Associate Vice President of Student Services (UHDS) or his/her designee.

IF A PETITION FOR RELEASE FROM THE CONTRACT IS SUBMITTED AND A RELEASE IS GRANTED, THE STUDENT MAY BE ASSESSED A CONTRACT LIQUIDATION FEE AND WILL FORFEIT ALL APPLICABLE NON-REFUNDABLE FEES.

In all instances the decision regarding whether or not a Petition for Contract release is granted and a Contract liquidation fee assessed will rest with the Associate Vice President of Student Services (UHDS) or his/her designee. Petition Forms may be obtained by contacting the University Housing and Dining Services Office in Seal Hall.

### X. TERMINATION OF CONTRACT

Requests for Contract termination will be granted in case of withdrawal from the University or recommendations resulting from disciplinary actions and credits applied according to the provisions herein stated. The University may terminate this Contract and take possession of the room at any time for violation of the provisions herein, for violations of any University regulations, for health or social reasons or for any other reasons deemed sufficient by the University. The University may take immediate possession of the room after the occupant's withdrawal from the University. \*See Section VIII. "Cancellation, Check-out and Refunds"