

HOUSING AND DINING SERVICES CONTRACT

Academic Year 2016-17

TERMS OF CONTRACT

Residency Requirement. All full-time students must live on campus and purchase a board plan unless the student has applied and received permission to live off campus. This policy is strictly enforced. Students who move off campus without permission will continue to be charged for campus room and board.

Room Accommodations. Under this contract, room and board accommodations are in effect for the following periods:

Fall Term: 9 a.m., Sept. 2 - noon, Dec. 17 (new students); 9 a.m., Sept. 5 - noon, Dec. 17 (returning students). Winter Term: noon, Jan. 8 - noon, April 22. May Term: Noon, April 30 - 7 p.m., May 26 (7 p.m., May 28 for seniors).

Residence Hall Vacation Closings. Residence halls close for Christmas Break (between Fall and Winter Terms) for Winter Term Break and for Tour Week (between Winter and May Terms). Students who wish to remain on campus must obtain permission from the Residential Life Office. Housing fees may be associated with break housing if a student does not meet criteria to stay on campus.

Housing Assignments. A student contracts for a space, not a specific room. The Residential Life Office reserves the right to assign or reassign students. If, during any term, circumstances result in a student being left in a less-than-fully-occupied room, the student must assume the responsibility of locating a roommate. The Residential Life Office will assist the student in trying to find a roommate. If a roommate is not located within two weeks of when the under-occupancy began, the Residential Life Office may: (1) charge the student the single room rate; (2) move the student to another room; or (3) move someone into the open space. Room change requests must be directed to appropriate Area Coordinator(s). In all cases, final determination of room assignment rests with the college.

Rates for Single Rooms. Students occupying single rooms pay an additional charge, ranging from 25% to 40%, above the standard room rate.

Damage. Residents are not permitted to do any interior decorating or remodeling (i.e., painting, paneling, etc.). Residents shall permit no damage to be done to their rooms and shall return them in a good and clean condition. No resident shall remove any of the college furniture from their assigned room. Damage to student rooms will be assessed by Maintenance and Residential Life and charged to the appropriate resident(s). Residents jointly assume responsibility for damage to common areas, including the furnishings and equipment in these areas. Damage resulting from negligent or malicious behavior that cannot be attributed to a specific person will be charged to the floor/house or hall.

Property Liability. The college assumes no liability for loss or damage from any cause to students' personal property and carries no insurance covering this property. Students should purchase whatever personal property insurance they deem necessary.

Privacy. Wartburg College recognizes students' rights of privacy in their rooms. However, the college reserves the right to authorize entry of student rooms under the following circumstances: (1) when the occupant(s) grant permission; (2) when the occupant(s) request maintenance or when personnel are performing maintenance deemed necessary by college; (3) when the college schedules routine room inspections for purposes of safety, health, and general upkeep, preceded by a written or posted notice to occupant(s) 24 hours before the inspection; (4) when there is perceived imminent danger to the safety, health, or property of occupant(s) or to institutional property; and (5) if there is reasonable cause to believe that a student(s) is using his or her room for a purpose in violation of federal, state, or local laws or college regulations.

Dining Services. Dining Service board plans are scheduled to coincide with the academic calendar. Dining schedules vary during term opening and closing weeks, in May Term and when school is not in session. Board plan changes must be made by the posted deadline each term. Dining Services makes every effort to accommodate medical special diets and genuine dining schedule conflicts. Special requests must be requested from and approved by the Assistant Vice President for Dining and Retail Services.

Student Conduct. The college assumes that students are familiar with the rules and regulations outlined in the *Wartburg College Student Handbook* and other relevant publications. Therefore, students are held fully responsible for their actions, the actions of their guests, and any resulting consequences to themselves and others.

Charges. Payment for Fall Term is due by Sept. 10, 2016, payment for Winter Term is due by Feb. 10, 2017, and payment for May Term is due Mar. 10, 2017. Students have an option of paying monthly installments with the college-approved monthly payment plan. Questions regarding payments should be directed to the Business Office. Damage assessments are billed to the appropriate student(s). Students who do not complete checkout procedures incur a improper checkout charge.

If a student's bill is not paid on time, the account is considered to be defaulted and may be assessed a monthly finance charge of 1% percent (18 percent per year). The account also may be turned over to a collection agency. The student will be charged for all costs and expenses incurred by Wartburg College in enforcing or protecting its rights and remedies, including but not limited to, reasonable interest fees, collection costs, attorney's fees, and legal expenses, on any defaulted account.

DEPOSITS AND REFUNDS

The \$250 Pre-enrollment Payment is not refunded to new enrollees who cancel their registration or fail to attend classes at Wartburg College. Once attending Wartburg College, a student is required to maintain a \$200 Indemnity/Security Deposit. This deposit will be refunded to a student for any of the following reasons: Graduation from Wartburg College; Dismissal from Wartburg College; Completion of the withdrawal process.

Pro-rated Room and Board Refunds are made for the following situations:

- extended illnesses or off-campus experiences that involve a period of **five** or more consecutive full days when a dining option is not available. A physician's statement for illness or an advisor signature for class-related requests must be submitted with a meal waiver request. Requests should be submitted to the Assistant Vice President of Dining and Retail Services.
- termination of this contract as defined in the section below. Room and board charges are pro-rated based on the day the student officially checks out of his/her residence hall and terminates his/her board plan. Once 60% of the term is completed, no refunds for room or board will be issued.

CONTRACT TERMINATION

This offer, when accepted by the college, becomes a **BINDING CONTRACT** for the dates specified within the academic year. This contract is not salable, transferable, or cancelable by the named student except that and only as follows: If a student's registration is cancelled, the contract is terminated until and unless the student re-registers, fulfilling the obligations leading to the cancellation of his/her registration. The student agrees to accept a new assignment to whatever accommodations are available.

This contract will be considered terminated if: The student graduates at the end of the Fall Term; The student marries during the academic year and moves off campus; The student withdraws from the college (terminates his/her registration).

The college may terminate this contract if: The student violates college rules and regulations (as outlined in the *Wartburg College Student Handbook*); The student receives permission to move off campus during current academic year and forfeits the equivalent of a month's rent; The student fails to comply with the conditions of this contract; The student does not pay his or her account balance for Fall Term before the past due date.

I have read, understand, and accept the terms of this Housing and Dining Contract at Wartburg College for the 2016-17 academic year.

Print Name

Student Signature

Date

This contract, with or without your signature, becomes legally binding upon occupancy of the room, provided that notice of the conditions of the contract have been provided prior to occupancy of the space.