



## Residence Hall Terms and Conditions

Room rates and regulations are subject to change by action of the Board of Trustees of the Nebraska State Colleges and the administration of Wayne State College.

### Residency Requirement

All students (including transfer students in their first year of college), under the age of 21, are required to live in the residence halls for a minimum of two semesters and through successful completion of 27 credit hours. "Successful completion" is defined as having achieved a passing grade in those 27 credit hours. Students found in violation of this policy will be charged a penalty equal to one semester room and board at the lowest standard housing and meal plan rate. Students seeking an exemption to the residency requirement must submit an *Application for Residence Hall Waiver* form available upon request through the Office of Residence Life.

### Terms and Conditions of Residence Hall Contract

1. I have been officially notified of my acceptance by the Office of Admissions of Wayne State College.
2. I agree to observe all rules and regulations of Wayne State College as stated in the College catalog, Wayne State College Student Handbook, as officially posted on residence hall bulletin boards, as posted on the Wayne State College Residence Life webpage, or as stated by a College official while serving in an official capacity.
3. I agree to pay all room and board fees in accordance with the College fee payment policies and procedures. I also agree to reimburse the College for damages or losses to the residence hall or furnishings attributable to me as an individual or as a member of a living community. Failure to satisfy financial obligations may result in termination of this contract. I understand that, should I look to terminate my housing after fee payment, that I am not eligible for a refund for the remainder of the active term, except as noted below.
4. **I understand that applying for housing is a FULL academic year commitment and I will be responsible for honoring this agreement for the duration of the contract period.** Prior to the start of the contract residential period, I agree and understand that I can have 100% of my housing charges removed only if I have not occupied the space (including any pre-term occupancy period [e.g. athletic or band camp, etc.]) and only under the following conditions: A) I have officially withdrawn from college or have been suspended; I give written notification of cancellation of contract to Residence Life by June 1 or if I am entering for a spring only term, 7 days prior to the beginning of the start of the spring term; C) This contract is terminated with the approval of the Director of Residence Life or Dean of Students.
5. Should I terminate my contract after the above date, but before the start of the term, and before moving in/taking occupancy, I understand that I may be charged a cancellation penalty, per academic term canceled, equal to 10% of each academic term room and board rate.

6. Should I terminate my contract after I move in at the start of the semester, but move out by or before 5 p.m. Friday the first week of classes, I am subject to the cancellation penalty plus prorated charges for the dates I used my room and meal plan and any cleaning or damage fees. I understand that in order to qualify for any form of refund for housing charges, I must completely check out of the hall and return all issued keys no later than 5 p.m. Friday of the first week of classes.
7. I understand that this contract is for one full academic year and that I cannot be released from this contract or its accompanying financial obligations within a term except if: A) I have officially withdrawn or have been suspended for academic or disciplinary reasons; B) this contract is terminated with the approval of the Director of Residence Life or Dean of Students; or C) I have a College related reason that requires me to break housing (e.g. college sponsored student teaching, college sponsored internship, or college sponsored study abroad program). When a student is released from the contract, they may be assessed a cancellation penalty, per academic term cancelled, plus prorated room fees (computed to the day that the student moves out of the residence hall and returns all issued keys subsequent to termination of the contract) and prorated board fees (computed by the week based on the date of termination).
8. Students who cancel housing for either term, but do not meet the cancellation policy requirements may be charged full amount for room and board if not living on campus but still enrolled for classes without prior approval from the Director of Residence Life or Dean of Students. A petition to be released from the housing contract requires substantial documentation to support the claims, and is only granted for cases of extreme personal or financial exigency that have arisen after the contract was entered into. In other words, the student must show they are experiencing a significant or unforeseen financial burden, beyond their control, since signing the contract that is being petitioned. Examples of supporting documentation include: letters confirming the unexpected loss of income or financial aid (loans, scholarships, parental assistance, employment, etc.), copies of significant unexpected medical bills, current and previous family income tax returns, or other circumstances that can be proven with written documentation. Reasons that are not sufficient include the assertion that living off-campus may be less expensive.
9. The College reserves the right to reassign students within and between residence halls and rooms as deemed necessary, and to immediately terminate the contract by written notice if the student fails to comply with any of the terms and conditions of the contract or, if in the judgment of the Student Affairs staff, continued residence would have a seriously negative effect on the student and/or fellow residents, or if a student does not show 'active academic participation' within the College community.
10. This contract is valid only if residence hall space is available. Applicants are encouraged to submit all application materials and remit fees promptly to enhance the opportunity to secure desired accommodations. While the Office of Residence Life will attempt to accommodate residential hall/room preference and mutual roommate preference, there are no assurances that requested accommodations can or will be provided.
11. Premium room accommodations may be available at a charge in addition to the standard room rate. Premium rooms include designed double rooms as privates, two people in a triple occupancy room, or three people in a quad occupancy room. While the Office of Residence Life will attempt to accommodate residential hall/room preference and mutual roommate preference, there are no assurances that requested accommodations can or will be provided.

12. I understand that a Room Utilization Policy approved by the Office of Residence Life may require me to transition to another residential space or accept a roommate during the term. If the option is available, I may be given the opportunity to pursue a premium room rate agreement in lieu of moving or accepting roommates to the full designated occupancy of the room. A full statement of this policy is included in the [Student Handbook](#).
13. The College reserves the right to inspect residence hall rooms under certain circumstances. The room may be entered without permission in case of emergency, officially announced inspections, for the upkeep of physical facilities, or if there is reason to believe that a law or College regulation is being violated. In all other circumstances, entry will be made only with the permission of the student.
14. As a condition of living in the College dorms/campus housing, I understand and agree that all property and possessions contained in my dorm/campus housing are subject to College searches and inspections for "health and safety" considerations as well as "institutional-purpose searches" which include monitoring and enforcement of drug, alcohol and weapons policies. I consent to such searches and inspections and I agree to unlock any safe, lock box, locked cabinet, etc. for purposes of allowing College personnel to conduct such searches. Failure to unlock and provide access into a safe, lock box, locked cabinet etc. will be grounds for the container to be confiscated and removed from the College premises.
15. The College accepts no liability for theft or loss of money, valuables, and personal property and no liability for damages to personal property due to water, fire, smoke, or natural disaster and students are encouraged to obtain renter's insurance coverage sufficient to meet their needs.
16. Subleasing of a residence hall space from a contracted student to a non-contracted student or any other person is not permitted and is cause for immediate contract cancellation and disciplinary procedures.
17. Residence hall rooms must be vacated during official college vacation periods for the safety of the student. They include Fall Break, Winter Break, and Spring Mid-term Break. Halls will re-open at times publicized by residence hall staff members. Permission to stay during the break period is granted only to those students with a Wayne State College related reason, qualifying international students, or individuals whose circumstances, at Residence Life's discretion, qualify as an extraordinary situation. Semester room charges do not include break periods, as a result additional charges for break housing will apply. Students found to have accessed the residence halls during a break closure period without prior permission may be assessed a fee equal to the full break period charges in addition to any other disciplinary measures.
18. All applicants are required to pay a \$50 non-refundable application fee. This application fee will apply to future contracts provided that the student continues their stay in the residence hall for consecutive terms (excluding summer). Should a student leave the residence halls and apply to return after the start of a new term, the student is required to pay a new non-refundable application fee.
19. The College reserves the right to assign students to overflow housing where occupancy is increased above standard capacity. All applicants assigned to any form of overflow occupancy understand that such assignment is considered temporary and will be required to move to a permanent assignment when available.

20. All applicants are required to be registered for a minimum of 12 credit hours in order to be eligible for on campus housing. Any applicant assigned to housing must be registered for classes by August 1 and remain enrolled for a minimum of 12 credit hours. Applicants with an assignment who are not enrolled for a minimum of 12 credit hours on or after August 1 will have their housing assignment cancelled and be subject to the 10% cancellation penalty. The only exception to this will be students who officially withdraw from College.
21. A student must be at least seventeen (17) years of age to reside in College housing at the point the residency period begins. Students who are under the age of 17 at the start of the residency period will have their application cancelled.
22. By accepting these Terms and Conditions online I understand that this constitutes a legal contract. I assume responsibility for payment at the rates established by the College and agree to these Terms and Conditions of the Residence Hall Contract.

### **Food Service Information**

Nebraska State College System (NSCS) Board Policy #9016 requires all students living in the residence halls must participate in the food service program of the College. Students who believe that individual circumstances warrant an exemption to this requirement (e.g. verifiable medical diagnosis and treatment plan indicating a need for an accommodation) should contact the Office of Residence Life. Cooking is not allowed in the residence hall rooms due to health and fire regulations. Food service is not available during official college vacation periods (Fall Break, Winter Break, and Spring Mid-term Break).

### **Room Assignment Information**

The Office of Residence Life will attempt to recognize mutual roommate preferences. Applicants specifying roommate preferences will not be considered for hall assignments until completed applications have been submitted for both students. Due to the high demand for accommodations, it may not be possible to grant each request. Therefore, room contract requests will be considered by application fee payment date of receipt with room assignment priority given to students who have lived on campus during the preceding academic year. Those who have a special housing need and are requesting an assignment accommodation should indicate during the completion of the housing application process. Special needs requests will be reviewed on an individual basis. Supplemental information supporting the request may be requested.

### **Rate and Payment Information**

[Residence hall rates](#) are set for each academic year by the Board of Trustees of the Nebraska State Colleges. Published rates reflect most current rates. Rates published online will be updated when new rates are approved by the Board of Trustees. College payment procedures are fully explained in the official catalog. Because of printing deadline requirements, no reference is made to room and board rates in the college catalog. All fee payments should be made to Student Financial Services. No payments should be made to the Office of Residence Life.

## **Room Furnishings**

Each double residence hall room is equipped with two beds, one chest of drawers or wardrobe, two desks, and two desk chairs. All residence halls except Bowen have lavatory sinks in rooms.

All residence halls are wired for computer network service, WiFi service, and campus cable TV. These services are included in the room charge; students must provide their own equipment.

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**Consistent with Nebraska State College System (NSCS) Board Policy 3001, the Office of Residence Life may deny housing requests and/or student employment if an unreasonable risk to the safety, welfare and property of the campus and persons is found to exist. The Office of Residence Life reserves the right to deny an application from a former residence hall student who was evicted, caused physical damage to the facility, or violated other contract terms during previous residence hall occupancy. The Office of Residence Life also reserves the right to terminate this contract and request a student to vacate their housing on an interim or permanent basis should an active resident pose an imminent and/or continuous threat to the campus community or facility. In case where a resident's behavior is cause for the removal, the resident will be responsible for the remainder of the housing and meal plan costs for the term of the contract.**

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**The College is committed to finding appropriate housing for all students living on campus, regardless of race, color, national origin, sex, sexual orientation, gender identity, disability, religion, or age. The College will address individual needs on a case by case basis. If you would like to discuss specific housing concerns please contact the Director of Residence Life at 402-375-7318 or email [reslife@wsc.edu](mailto:reslife@wsc.edu)**

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**I hereby acknowledge that I have read and agree to the Residence Hall Contract Terms and Conditions listed above and understand that these terms and conditions shall be considered incorporated by reference in this agreement, and hereby agree to rent for the term indicated in this agreement. If I am under the age of 18, I acknowledge this serves as a joint agreement between myself and my parent/legal guardian of the terms and conditions mentioned above for my application for housing at Wayne State College.**