

RESIDENT AGREEMENT 2022-23

Shepherd University

Introduction: The Shepherd University Residence Life System includes any living accommodations owned or managed by the University, herein referred to as “residence halls” or “housing.” **“Student” and/or “resident” as used in this Agreement, refers to one who has a license to occupy a residence space within the Residence Life system.** All residents must conduct themselves in a manner consistent with the University’s expectations, as stated in the *Shepherd University Student Handbook* and the *Residence Life Resident Agreement*. Residence halls are provided as a service to students and are unique to the University community. The resident agrees that this document does not create a landlord-tenant relationship or otherwise grant the resident any interest in real property.

- 1. Agreement Period:** By signing this Resident Agreement the resident student accepts the terms of this document and is obligated to a temporary residency in the residence hall(s) from the designated occupancy date to the conclusion of the academic year on April 28, 2023. The terms of this Resident Agreement are binding upon the University’s receipt of the signed Resident Agreement. Summer housing may be provided at an additional cost by separate agreement.
- 2. Residency Requirement:** As identified in the *Student Code of Conduct*, all full-time, unmarried students are required to live on campus unless they meet and are approved for an exception. The requirement to participate in the Residence Life program continues unless and until the student applies for and is granted an exception to the residency requirement, per this document and the conditions and procedures outlined in the Residence Life section of the University’s website. The student should not presume that the application to live off campus has been approved until formal notification of the decision is issued by the Director of Residence Life or designee.

For returning residents, an application for an exception from the policy and/or relief from a current Resident Agreement must be received in writing in the Residence Life Office by November 1 for the following Spring semester and by April 1 for the following Fall semester. Late applications for an exception may not be considered until the following review period.

Important factors to note:

- a. **Premature legal commitment by the resident student to housing off-campus does not constitute grounds for a release from this Resident Agreement. Current residents *must* apply through the Good Living Portal for an exemption from continuing in on-campus housing and the University Residency requirement by November 1 for the following Spring semester and by April 1 for the following Fall semester.**
- b. Approval for a termination of a signed Resident Agreement does include a forfeiture of the \$100 Housing Deposit.
- c. Approval for a termination of a signed Resident Agreement after occupancy will result in no refund from any room charges and a prorated refund of the meal plan based on weekly increment. Partial weeks of enrollment will be considered as full weeks for calculating meal plan charges and refunds.
- d. Premature legal or other commitment by the resident student to housing off-campus does not constitute grounds for a release from this Resident Agreement or the University’s residency requirement.

BEFORE signing a Resident Agreement and prior to application deadlines: the Student may request consideration for an exception to the University’s residency requirement for approved reasons which can include:

- a. Have lived on campus for at least eight semesters,
- b. Serve as a caregiver to a dependent (such as parenting a child) or be married,
- c. Have successfully completed at least 90 credit hours,
- d. Be at least 21 years of age,
- e. Be enrolled for fewer than 12 credit hours in a semester,

- f. Have completed at least one year of active military service,
- g. Be enrolled in an internship, student teaching, study abroad, or similar academic programs as to which on-campus residence would amount to a substantial and unreasonable hardship,
- h. Have a properly documented Americans with Disabilities Act (ADA) or other authorized accommodation that has been approved through the Accessibility Services Office, or
- i. Commute within the allotted commuting distance from a parent or legal guardian's primary home. The parent or legal guardian's home must be the primary residence of the parent or guardian and must be the exclusive domicile of the student, and it must be located within one of the locations listed below: NOTE: Living in a location other than the parent's or guardian's primary residence within the commuting range does not qualify the student for an exception and room and meal charges may be added to the student's account.
 - Maryland: Frederick or Washington county
 - Pennsylvania: zip codes 17225 and 17268,
 - Virginia: Frederick County zip codes 22601, 22603, 22624, and 22656 and Loudoun County zip codes 20129, 20132, 20141, 20158, 20176, 20180, 20197
 - West Virginia: Jefferson county or Berkeley county

AFTER signing a Resident Agreement the student may apply to cancel the Resident Agreement after it has been submitted for limited reasons which can include:

- a. Serve as a caregiver to a dependent (such as parenting a child) or be married,
- b. Be enrolled for fewer than 12 credit hours in a semester,
- c. Be enrolled in an internship, student teaching, study abroad, or similar academic programs as to which on-campus residence would amount to a substantial and unreasonable hardship
- d. Have a properly documented ADA or other authorized accommodation that has been approved through the Accessibility Services Office, or
- e. Commute within the allotted commuting distance from a parent or legal guardian's primary home. The parent or legal guardian's home must be the primary residence of the parent or guardian and must be the exclusive domicile of the student, and it must be located within one of the locations listed below: NOTE: Living in a location other than the parent's or guardian's primary residence within the commuting range does not qualify the student for an exception and room and meal charges may be added to the student's account.
 - Maryland: Frederick or Washington county
 - Pennsylvania: zip codes 17225 and 17268,
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 - West Virginia: Jefferson county or Berkeley county

3. Eligibility: In order to live in a residence hall, the student must:

- a. Have a signed Resident Agreement on file with the Residence Life Office prior to moving into an assigned room,
- b. Be enrolled in academic course work at the University each semester,
- c. Show proof of vaccination against meningococcal meningitis or to provide a medical waiver from vaccination which is available from the Student Health Center, and
- d. Be at least 17 years of age by the occupancy date.

4. Meal Plan Requirement: All resident students who live in traditional and suite-style residence halls must participate in a University meal (board) plan. Meal plan minimum participation requirements are based on the number of credit hours accumulated by the resident student as of the beginning of the semester.

- a. Meal plans can only be reduced through the first two weeks of classes each semester.
- b. Meal plans may be added or increased at any time in the semester.

- c. Resident students who live in apartment-style residence halls are not required to participate in a University meal plan, but are encouraged to do so.

5. Deposit: In order to reserve a space in the residence hall, the resident student must submit and maintain a \$100 Housing Deposit. A \$100 Housing Deposit must be maintained at the start of each semester for which the student lives in a residence hall. When the resident student no longer lives in the residence halls, the Housing Deposit is refunded, minus any outstanding balance on the student's University account unless the deposit is subject to forfeiture. Approval for a termination of the Resident Agreement will result in forfeiture of the \$100 Housing Deposit.

6. Occupancy Period:

- a. The opening and closing of the residence halls will follow the University academic calendar. The University reserves the right to modify this schedule in accordance with officially announced changes in the University calendar.
- b. Unless approved otherwise by the Director of Residence Life or designee, traditional and suite-style residence halls will be closed and all resident students must vacate their rooms by the times and dates designated for November, Winter, and Spring breaks.
- c. Each semester, residents in traditional and suite-style residence halls will be required to vacate their rooms not more than 24 hours after their last final exam or by 6:00pm on the last day of final exams, whichever is earlier.
- d. Apartment-style residence halls will remain open during November, Winter, and Spring breaks. **Resident students in apartment-style housing may occupy their assigned spaces during the Winter break only if they are returning to the University for the subsequent Spring semester, as evidenced by advance registration for University credit hours.**
- e. At the end of the Spring semester, resident students in apartment-style residence halls are required to vacate their rooms 24 hours after their last final exam or by 6:00pm on the last day of final exams each semester, whichever is earlier. Exceptions may be made to this policy by the Director of Residence Life or designee for resident students who are participating in graduation or who are advance-registered for summer classes and are assigned to continue in the same hall and room for the summer sessions. Additional fees may apply for extending the housing period.
- f. Limited exceptions to the occupancy period for resident students living in other residence halls may be granted by the Director of Residence Life or designee for curricular or co-curricular reasons, and for international students, with supporting documentation and for an additional cost.
- g. Requests for extended stays must be submitted to the Residence Life Office at least five business days before hall closings.
- h. Billing rates for housing are not based upon a per diem formula. University reserves the right to make reasonable adjustments to the occupancy period; no right to a refund accrues from such adjustments, but the University will evaluate any such situations equitably.
- i. University reserves the right to establish a dynamic schedule for move-in and for occupancy, which under exigent circumstances may include a required preliminary visit to campus prior to regular occupancy.

7. Room Assignment: Attempts will be made to meet room assignment preferences indicated by the resident student. However, the University can neither guarantee an assignment to a particular residence hall or room nor guarantee the continuation of any single room for any given Resident Agreement period.

- a. The resident's incompatibility with a roommate, suitemate, or apartment-mate or the Residence Life staff not granting the student's preferences, as shown on the housing forms or otherwise, shall not void the Resident Agreement.
- b. Room assignments are not assignable by a student and occupancy by any person without prior authorization from Residence Life Office staff is not permitted.
- c. **Residence Life Office staff has the right to assign, reassign, consolidate, and adjust room assignments and occupancies at any time, as deemed appropriate by Residence Life Office Director or designee to maintain order and safety, to make repairs to University property, or for other operational efficiencies.**
- d. Residence Life staff will make a housing assignment if the resident does not select a space on campus in a timely

manner or if the resident is non-compliant with the University's residency requirement.

- e. When two or more vacancies exist among multiple rooms, residents without roommates may be required to move together (consolidate), be assigned a new roommate, or be given the opportunity to pay the single room rate for that building and occupy the room singularly at an additional cost.
- f. The resident student is responsible for any increase or decrease of housing and meal charges associated with the changed housing.

- 8. Damages and Facilities:** Each resident is responsible for their actions, for the actions of their guests, and for the proper use, care, and cleanliness of the housing and dining facilities, assigned space, common areas, and University property.
- a. Each resident is responsible for cleaning their room, common area, and bathroom (if applicable).
 - b. Each resident agrees to use safety and security equipment within their assigned housing space and building appropriately; to report damages, interrupted service or need for repairs; and to assist the University in identifying individuals responsible for damage, theft, or loss.
 - c. Residents identified as responsible for damage, theft, or loss (including whether intentional or negligent) in their assigned space or in common areas of the housing and dining facilities will be charged the cost of repair, replacement, or restoration within or to the assigned space or building or public areas, and any necessary cleaning charges.
 - d. When individual responsibility cannot be determined, residents may be held collectively responsible at the University's discretion for damage, theft or loss to the assigned space, to common areas, or to university fixtures, furnishings, or property within them.
 - e. Residents may not deface, damage, interfere with, or alter any floor, wall, ceiling, door, or any electrical, plumbing, safety, humidification, or mechanical equipment or systems in the building, as this can be dangerous or detrimental for all students in the building.
 - f. Credits or reductions of housing fees will not be given to residents when maintenance or pest control is being conducted in the resident's living area.
- 9. Occupancy:** Occupancy occurs upon the activation of a Rambler or Onity/electronic key card or the issuance of a key to the resident student for a specified room and does not require the actual physical presence by the student or their possessions. The resident student may occupy assigned spaces only on the dates given by the Residence Life Office staff. Occupancy is one resident per space and multiple spaces may be present in a room. **The resident student may not use an open space as a single room,** nor may they occupy an unassigned room, unless authorized by the Director of Residence Life or designee. Some rooms may be designated for expanded occupancy on a temporary basis.
- 10. Non-Discrimination:** In accordance with the basic policy of the University concerning civil rights, no discrimination in assignments or room changes are made on the basis of ability, age, beliefs, color, ethnicity, gender, gender expression, identity, life experiences, medical condition, national origin, race, religious creed, sex, sexual orientation, or other status protected by law.
- 11. Housing Accommodations:** Residence Life Office staff partners with the Accessibility Services Office on an individualized student basis for the review of requests related to medical conditions or similar accommodations. The student requesting such accommodations is responsible for contacting the staff in the Accessibility Services Office, at 304-876-5122. Approval from the Accessibility Services Office must first be received by the Residence Life Office before any housing accommodation will be designated. Service animals are permitted in the residence halls. University-approved Emotional Support Animals are permitted in the residence halls *only after* the Accessibility Services Office has provided approval confirmation.
- 12. Subleasing:** The resident student may not sublease, convey, or assign their housing space in the Residence Life System, nor their financial obligations under this Resident Agreement to anyone. The resident student who violates this policy will be liable for all costs incurred by the University including expenses related to the eviction of the third party.

- 13. Resident Student Responsibility:** The resident student is responsible for compliance with all University and residence hall rules, regulations, policies, and procedures as outlined in the *Student Handbook*, *University Catalog*, *Student Code of Conduct*, and all other University publications, documents, or online resources as well as local, state, and federal laws. Violations of any of these items may be considered a substantial violation of this Resident Agreement. Such violations will be referred to the appropriate University personnel for student conduct action, to the appropriate law enforcement authorities, or both.
- 14. Rights of Others:** In order to maintain the academic atmosphere of the residence halls, resident students are expected to conduct themselves in a considerate manner with regard to the rights, safety, and needs of others. Accordingly, resident students are obligated to live in a cooperative manner with roommates and other residents. The resident student shall recognize and respect the authority of University staff, including Graduate Assistants, Hall Directors, Resident Assistants, and Office Assistants, and comply with requests made by these staff made in performance of their duties. To promote a more conducive living and learning environment, policies have been enacted (see *Student Handbook* online for more information) and include such things as visitation, guest responsibility, quiet hours, alcohol, prohibited items, pets, smoke-free and tobacco-free environments, etc. **Residents may not have animals in the residence halls unless they are service animals, university-approved Emotional Support Animals (ESAs), or non-dangerous fish in 30 gallon tanks or less.** Residents must follow strict policies about the management of service animals or university-approved ESAs so that they do not become an unreasonable threat or nuisance; animal waste must be disposed of properly. Having unapproved animals in any residence hall will result in Student Conduct action and/or cleaning fees.
- 15. Check-In and Check-Out:**
- A proper check-in includes arriving not sooner than the designated time and date, completing the electronic check-in process, and completing the Room Condition Report (RCR) within two days of check-in.
 - The RCR is prepared by Residence Life staff and is considered to be an accurate and complete description of the room(s) condition and existing damages.
 - If the resident student does not complete the RCR within the designated time period, then the resident forfeits the right to make comments to the RCR about the room condition and the Residence Life staff's description will be used for the assessment of damages or fees owed at check-out.
 - A proper check-out includes removing all personal items from the space (including removal of all trash and discarded items), returning room and mail box keys if applicable, and completing electronic or paper check-out documentation prior to departure.
 - At check-out, each resident student will return the assigned space and its University furnishings in the same condition as they were received, less normal wear and tear.
 - The Residence Life staff will assess the condition of the room after occupancy ends in order to determine whether cleaning or damage charges are appropriate.
- If the resident student does not check-in and/or check-out properly as outlined in the *Student Handbook* or occupies a space prior to or after the assigned date and time, a monetary charge (\$25) for administrative costs plus a daily room rate will be applied per occurrence, including during breaks. Billing and refunds, if appropriate, will be based on the approval date for a change in housing status, as well as when the resident's belongings are removed from the room and room keys are returned, whichever is later.
- 16. Abandoned Property:** Any property remaining after the resident student has vacated a space shall be considered to be abandoned and may be discarded at the University's option. Any associated fees for removal, disposal, and storage will be assessed to the resident student's account.
- 17. Utilities:** The housing costs charged under this Agreement include Internet service and all essential utilities, excluding

telephone service. Failure of utility services will not render the University liable to residents for damage to property, nor abatement of housing fee owed, nor relieve residents of obligations under this Agreement.

18. Right of Entry: The University reserves the right to enter resident student rooms:

- a. Under the conditions established in the *Shepherd University Student Handbook*, as it exists at the time of this Resident Agreement's signing date or as it may be thereafter amended during the term of this Agreement,
- b. For the following reasons: emergencies, repair, maintenance, health/safety inspections, wellness, to silence disruptive noise in the absence of room occupants, or to uphold University policies, and/or
- c. The University reserves the right to move and/or remove personal property which violates University policy or creates a concern for safety or well-being.

19. Liability: **The resident student is strongly encouraged to carry renter's insurance for protection against losses.**

- a. The University shall assume no responsibility, and the resident student or other party to this Agreement shall indemnify and hold harmless Shepherd University and its agents and employees, for any and all claims (including attorney's fees) arising from personal injury or for the loss, damage, or theft of personal property (including cash, mail, and negotiable assets) belonging to, or in the custody of the student for any cause whatsoever, whether such losses occur in student rooms, public areas, or elsewhere in or around the residence hall.
- b. The University shall not be responsible for any delay and/or non-delivery of utilities, mail, or other services to the residence facilities or any nonperformance and losses, both personal and property, hereunder resulting directly or indirectly from natural causes; the enactment or issuance of any law, ordinance, regulation, ruling, or order; lack of the usual means of transportation; fires; floods; explosions; strikes; or other accidents or other events/contingencies beyond the University's control.
- c. The Resident is referred to the University's published information as to health, safety and welfare of students. Health safety is fundamentally the personal responsibility of each student, as are the risks for not fully adhering to all published personal health protocols. Student does, as to Shepherd University, hereby ASSUME all such risks, and University shall have no liability to Student for such risks

20. Resident Agreement Termination (Student Removal) by the University: Upon reasonable notice and for good cause, the University reserves the right to terminate this Agreement at any time. Should this Agreement be terminated, the resident student will be required to vacate the residence hall within 24 hours unless special permission, in writing, has been obtained from the Director of Residence Life or designee.

Resident students shall remain liable for all charges assessed during the term of this Agreement. No refunds of room payment shall accrue by virtue of such termination; the University may provide a prorated refund for the meal plan (see Section 2) and may refund the Housing Deposit minus any outstanding balance on the resident student's University account.

Examples of good cause may include, but are not limited to:

- a. Failure to make payment of required charges by announced deadlines,
- b. A change in resident student status including academic and/or student conduct suspension,
- c. Non-enrollment for course credits,
- d. Any circumstance under which the resident causes, has caused, or poses an unreasonable health/safety risk to other residents,
- e. Failure to occupy the assigned room prior to the second day of classes for any given semester or session,
- f. Abandonment of the space by the resident, or
- g. Failure to comply with local, state, or federal laws, the *Student Handbook*, *University Catalog*, *Student Code of Conduct*, and all other University publications, documents, online resources, or other regulations adopted by Shepherd University.

21. Exceptions to any Provision of this Resident Agreement: The resident student may request an exception to any provision of this Agreement and/or may appeal any fee charged by Residence Life Office staff. All petitions must be submitted in writing by the student to the Director of Residence Life or designee for review and possible action.

22. Status of Potomac Place Residence Hall

- a. All resident students are advised that Potomac Place is a residence hall which is part of the Shepherd University Residence Life System. Potomac Place is a privately built and privately owned building, and it is operated for the benefit of the corporate owner by Shepherd University. Potomac Place is included in all references to suite-style residence halls within this Agreement.
- b. All Residence Life rules and policies apply to all residents within the Residence Life System.
- c. The housing fees for resident students assigned to a room in Potomac Place are posted to the Student Account, consistent with all other billing by the University.
- d. All housing fees remitted by residents of Potomac Place are the property of the building and owner and are received by the University on behalf of that corporation. The University and the corporation are committed to providing an excellent housing experience for all residents.
- e. Because Potomac Place is a privately owned facility, the University generally will not have any discretion in waiving any fees due or allowing a building resident to move to another building on a discretionary basis. Residents of Potomac Place agree that because the University is administering the Potomac Place facility as a component of the University Residence Life System, any claim of injury or damages by a student or their guests shall only be made against the University and not the owner of the building.

23. Miscellaneous Provisions:

- a. The University has the right to determine when provisions of this Agreement are violated and to determine the appropriate course of action.
- b. On-campus housing terms, conditions, and residence hall policies are set forth in writing in order to provide resident students with general guidelines and information, and are not designed to be exhaustive. Any willful or negligent act which is dangerous to persons or property or materially disruptive to residents or staff may be grounds for adverse action, at the discretion and judgment of the University, whether expressly delineated or not.
- c. If any section or subsection of this Resident Agreement is ruled to be illegal or invalid, the validity or enforceability of the remaining provisions will not be affected.
- d. • The entire Resident Agreement is expressed in writing and supersedes any understanding that may have been communicated orally or implied. Neither the resident, any person acting on the resident's behalf, nor Residence Life staff are relying on any oral or implied agreement, representation, or understanding of fact or law that is not expressed in writing. All provisions of the *Student Handbook* are incorporated herein, by reference.
- e. *All published policies of the University relating to health and welfare of students or the campus community are binding on resident students. Student agrees that the status of immediate re-assignment or termination of occupancy, as well as the decision to provide no refund in connection with such willful violations, is subject to the administrative determination of the Director of Residence Life, which may be appealed in writing within 48 hours of notification of the Director's decision, to the Associate Vice President for Campus Services.
- f. • The Director of Residence Life or designee reserves the right to make changes to operational policies delineated in this Resident Agreement and/or official administrative policies as deemed necessary in the interest of order, health, safety, discipline, or for educational purposes, and such changes will be effectuated with notice published in the residence hall and by email to campus email accounts of the residents.
- g. To facilitate helpful communications, the University will share your name, email address, postal address, and phone number, which are considered to be Directory Information, with any assigned roommate(s) unless you have activated a restriction against Directory Information, as provided by the *Student Handbook*. Students wishing to restrict some or all Directory Information may do so through the Registrar's office.
- h. With the support of the Board of Governors, the University reserves the right to increase its housing and meal

rates for any term, including the right to assess increases in energy costs associated with the operation of its residence facilities.

- i. Room and meal plan additions, changes, or cancellation requests submitted in person, electronically, by mail, or through the online interface are subject to residence life staff approval. Final charges will be assessed to the student's account by a Residence Life staff member.

24. Acceptance of this Resident Agreement: The signature of the resident student on this Resident Agreement binds the student to this Agreement and signifies that the resident student has read this Agreement and agrees to abide by all conditions, terms, and policies as specified by this Agreement. The Resident Agreement will be retained in the Residence Life Office. A copy of the resident student's Agreement will be available from Residence Life Office to the student upon request.

I, the undersigned student, apply to become a Resident in the Shepherd University Residence Life system for the 2022-23 academic year. I understand and agree that the only interest created by this *Resident Agreement* is a license to use the room consistent with University policies. Submission of this Agreement electronically shall have the same legal force and effect as if the Agreement had been physically signed and submitted by mail, email, or in person. I have read, understand, and agree to fulfill all of the conditions established in this *Resident Agreement*, online publications, and the *Student Handbook*.

Updated November 2021