

## **WESTERN NEW ENGLAND UNIVERSITY**

### **STUDENT HOUSING AGREEMENT 2026-2027**

The terms of this Housing Agreement (the “Agreement”) constitute an offer of a license for housing accommodations and participation in a meal plan by Western New England University of Springfield, Massachusetts (hereinafter called the “University”) to its students (each, a “Student”). A Student’s participation in the housing selection process, including submission of a housing application and the non-refundable housing deposit, constitutes the Student’s full acceptance of the terms of this Agreement. This Agreement is binding for the academic year (both fall and spring semesters) or remainder thereof if the Agreement begins mid-semester or mid-year.

Violations of this Agreement may be addressed through the conduct process outlined in the Western New England University Student Handbook and may result in substantial financial obligations, termination or restriction of housing privileges, and other disciplinary action. Further, the Student agrees to be bound by written University policies and procedures, the Student Handbook, and any other University communication. All University policies and handbooks are subject to change in the University’s sole discretion. The Student also agrees to adhere to any local, State and federal mandates pertaining to infectious diseases and/or public health.

#### **1. General Housing Policy:**

A) RESIDENCY REQUIREMENT: All first-time, full-time undergraduate students are required to live on campus for their first two academic years unless they meet one of the exception criteria outlined on the Residence Life website: <https://wne.edu/residence-life/housing/new-student-housing-selection> Juniors, seniors and graduate students are encouraged to remain on campus.

B) OCCUPANCY: Student housing is assigned and contracted for the full academic year (or program period for international students and Pharmacy or Occupational Therapy graduate students on rotations), unless the Student graduates or withdraws (voluntarily or involuntarily). Only students assigned to a particular space may live in the housing assignment; subletting is expressly prohibited.

- The presence of an overnight guest in the residence areas must not exceed two (2) consecutive nights or four (4) nights in any seven-day period. Any indication that a guest is abusing this policy or utilizing University housing as a place of residence may result in discipline, including the guest being restricted from University property and accountability for the student host. The University reserves the right to remove a guest from the campus at any point.

C) BREAK HOUSING: Residence halls and apartments close for Thanksgiving, winter break and spring break. <https://wne.edu/residence-life/housing/break-housing.cfm>

- Housing may be offered on a case-by-case basis with an additional charge during time periods when the University and residence halls are closed, including winter and summer breaks, not limited to Thanksgiving and Spring Break. Room fees will apply for all residential students.

D) ELIGIBILITY: To be eligible to live in campus housing, the Student must be actively enrolled and attending classes at the University as a full-time, degree-seeking candidate or other approved program and must be at least 17 years of age by the time occupancy begins. Full-time is defined as taking 12 credits or more for undergraduates and 6 credits or more for graduate students.

- If the Student leaves the University for any reason including but not limited to leave of absence, academic dismissal, transfer, or withdrawal from the University, the Student must move out of their housing assignment and return room key within 48 hours of the effective withdrawal date.

E) HOUSING ASSIGNMENT DEPOSIT: A non-refundable housing assignment deposit in the amount of \$350 must be paid before the housing selection process. A late payment may result in the Student not being able to participate in the housing selection process.

F) BILLING: Room and board charges are billed to the Student's account with the University on a per semester basis. More information can be found here: <https://wne.edu/enrollment-services/billing-and-finances/withdrawals-and-refunds>

G) CHANGING TO COMMUTER STATUS: Students who are required to live on campus may not change to commuter status unless they meet a qualified exception or are granted a release through appeal for other extenuating circumstances. Students changing their status need to review dates and timing of the University's refund policy to ensure if they will get credited or need to pay based on the established dates.

H) WITHDRAWAL FROM THE UNIVERSITY: Room and Board refunds may be made to Students who voluntarily withdraw based on the 15-week class schedule, subject to the terms of this Agreement and University policies. If the Student leaves housing as the result of disciplinary action, the Student is not entitled to any refund. Information about the refund policy can be found on the Enrollment Services webpage: <https://www1.wne.edu/enrollment-services/billing-and-finances/withdrawals-and-refunds.cfm>.

## **2. Assignment of Housing:**

Each Student is responsible for participating in the housing selection process. Should a Student have difficulty in the selection process, Residence Life is available to assist.

A) The University reserves the right at any time to alter a Student's housing assignment.

B) A housing reassignment, initiated at the Student's request, must be approved through the Residence Life Office before any change in occupancy occurs. A change in housing assignment may alter your housing bill. If a Student changes rooms without proper authorization, they may be required to return to the assigned space and/or be held accountable under the Student Handbook.

C) If a Student has a vacancy in their room, suite, or apartment, another Student may be assigned to the vacant bed at any point in time. To the extent possible, the University will give advance

notice when new roommates are assigned. Any Student with a vacancy in their room must keep the vacancy available and ready for another Student to move in or may be charged for occupying two spaces.

### **3. Care of Assigned Housing:**

A) The Student shall maintain their assigned space in a clean and sanitary condition at all times and will be held accountable for a failure to do so.

B) A Student's failure to complete the established check-in or check-out process voids any claim the Student may have in disputing assessed damages and/or fines.

C) Damages to your assigned living space and shared living spaces within the residence hall will be assessed regularly throughout the academic year. Residence Life along with Facilities will assess damages. The damage charge will be billed directly to the Student's Account with the University. If the damage charge is not paid, the nonpayment can affect a Student's ability to register for the following semester classes and receive their diploma and walk at Commencement.

D) Residents are expected to maintain their living space in a clean and sanitary condition throughout the year. Rooms that require excessive cleaning, repair, or extermination services due to poor upkeep will be subject to additional fees. Charges for repairs, replacement of missing University property, or excessive cleaning will be assessed based on the extent of physical damage, missing University property, and/or lack of cleanliness of the living space as determined by University personnel.

E) The preliminary check by Residence Life staff is not the final word in damage assessment. Building Supervisors and personnel in Facilities Management also perform inspections after campus housing is vacated and may identify repairs and related issues not initially noted by Residence Life staff. Student(s) will be held accountable for damages and/or missing University property not noted as such at the time of departure.

F) Unless a Student has accepted responsibility for damages, missing University property, or conditions requiring excessive cleaning (in writing, at the time of check-out) or information makes it reasonable to conclude that a particular Student is responsible, all cleaning, repair and/or replacement costs are divided equally between the occupants of the living space including common shared areas in the residence hall.

G) If a Student has reason to believe that University property is in need of repair, they should utilize the University's online work order system to initiate a request for service. This is found in Connect2U.

H) A Student should lock and secure their assigned living space. A Student remains fully responsible for what occurs in their assigned space including when not present in the space.

I) Room Lockouts will incur a fee.

### **4. Personal Property; Limitation of Liability:**

A) The University does not assume any responsibility or liability for a Student's personal belongings or property including, but not limited to, money, clothing or other valuables. The Student understands and agrees that it shall be their own obligation to safeguard their personal property. The University shall have no responsibility for loss of, or damage to, Student's personal property anywhere in the residential facilities, whether by fire, water, theft, or otherwise, or for any direct or consequential damages arising from loss of, or any interruption of, any utility service, including Internet service, provided by the

University, a third party vendor, or any other person or organization in connection with residence services.

B) When occupancy ceases, either through withdrawal from the University or a change in status to commuter, any belongings left behind will be considered abandoned and disposed of by University staff. The Student assumes any and all risk of such loss.

C) University Housing may not be used for storage. Any personal belongings left in a space for which the Student does not have an active housing assignment and has not otherwise been approved by University staff to leave belongings, will be deemed abandoned and may be removed and disposed of by University staff without notice. The Student assumes all risk of loss or damage to such items.

D) If a Student vacates or otherwise leaves University Housing for any reason and fails to remove all personal belongings from the assigned space prior to the start of the next academic term, the Student will be billed for housing for that term, or, if the individual is no longer considered a student at Western New England University, the remaining items will be deemed abandoned and may be disposed of by the University.

E) Insurance against such loss is the Student's responsibility; a parent's homeowner's or renter's insurance policy may provide coverage, but the University bears no responsibility for making such determination. A supplemental renter's insurance policy covering the Student's on-campus residence is recommended. The University's liability to a Student for breach of this Agreement shall be limited to the amount paid by such Student under this Agreement.

#### **5. Access to Student Housing:**

Any living space in campus housing may be entered by University personnel when there is evidence of or concern for the health, safety and/or welfare of Student(s) or other person(s) therein. Any indication of activity in violation of University policy and/or applicable law is cause for the University to enter a Student's living space. University personnel may also enter for purposes of facility maintenance, routine or otherwise, and to conduct inventories or health and safety inspections, pre-announced or otherwise. The Student does not need to be present for entry to occur.

#### **6. Meal Plan Information:**

If you enter the University in Fall of 2023 or after, you are required to have a meal plan while living on campus. More details about which meal plan options you have can be found on the Dining Meal Plans website. <https://wne.edu/student-experience/dining/meal-plans.cfm>

#### **7. Student Accessibility Services Information:**

Please visit the Student Accessibility Services webpage to learn more about their services and registration process <https://wne.edu/student-accessibility-services/index.cfm>

#### **8. Closing of University Housing:**

During the summer break, Students are required to remove all their belongings from their housing assignment.

A) A student's unauthorized presence in a residence will result in being held accountable through the Student Conduct process.

B) During break periods, Students who are properly registered and/or approved to remain in University housing, may be required to temporarily move into designated residence hall spaces to allow for maintenance or because of other University interests (e.g., safety, etc.).

C) University staff and Public Safety perform unannounced check rooms during academic breaks and at the end of each semester. Students found in University housing past the designated closing date and have not communicated with University staff or signed up for break housing will be assessed an additional fee determined by the University.

**9. Final Interpretation and Right to Modification:**

The University's interpretation or decision with respect to any matter arising out of this Agreement shall be final. This Agreement shall be solely and exclusively governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any law that would result in the application of a different body of law. The University reserves the right to modify this Agreement at any time with prior notification to the Student.

**10. Student Compliance:**

The Student recognizes that their participation in the housing selection process constitutes a commitment to comply with this Agreement in all respects. The Student also understands that a failure to comply with this Agreement shall subject them to accountability through University disciplinary processes. The Student recognizes that their residency in University housing may be terminated at any time for the violation of University policies or applicable law.

Revised January 21, 2026