

WESTERN NEW ENGLAND UNIVERSITY

STUDENT HOUSING AGREEMENT 2024-2025

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/index>. Juniors, seniors and graduate students are encouraged to live on campus as space is available.

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.

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

- a) For undergraduate students, though not guaranteed, break housing may be requested. However additional fees apply.
- b) For graduate students, break housing is included in the 10-month and 12-month housing costs so there is no additional fee.
- c) Housing is offered during the summer break and summer room fees will apply for all 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.

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

E) HOUSING ASSIGNMENT DEPOSIT: A non-refundable housing assignment deposit in the amount of \$200 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.

a) If a Student eligible for commuter status notifies the Office of Residence Life of their decision to commute in written correspondence after selecting or being assigned a room and at least 15 days prior to the billing due date, then all room and board charges for the given semester will be credited to the Student's account. If the Student notifies the Office of Residence Life in writing of their decision to commute after the billing due date, the Student shall owe all room and board charges for the semester, whether or not the Student takes occupancy.

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. 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, apartment or house, another Student may be assigned 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) A housing damage deposit in the amount of \$100 is required and is billed directly to the Student's account with the University. This deposit is refundable only upon graduation, withdrawal from the University, or valid reclassification to commuter status. The refund will be based upon the documented condition of the assigned space, minus any repair and/or replacement costs and/or fines assessed.
- D) Charges for repairs, replacement of missing University property, or excessive cleaning will be assessed on the basis of 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 perform inspections after campus housing is vacated and may identify repairs and related issues not initially noted by Residence Life staff. Student(s) may therefore 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.

4. Personal Property; Limitation of Liability: 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. 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. 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: <https://wne.edu/student-life/dining/meal-plans.cfm>

7. Student Accessibility Services Information: <https://wne.edu/student-accessibility-services/index.cfm>

8. Closing of University Housing: During the summer break, Students are required to remove all of their belongings from their housing assignment.

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

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 February 15, 2024