

Roger Williams University
Department of Residence Life and Housing
2022-2023 Housing Contract

1. ~~TERMS AND CONDITIONS OF CONTRACT~~

- A. Roger Williams University ("University") regards education as more than a means to an end and more than merely a classroom experience. We inspire and educate students to lead fulfilled lives by ensuring they acquire the knowledge, skills and habits of mind necessary to become reflective, responsible citizens. The University does not discriminate against any person on the basis of race, color, religion, national or ethnic origin, age, sex, sexual orientation, gender expression or identity, disability, veteran status, or any other legally protected basis in admission, access to, employment in, and treatment in its programs and activities.
- C. This Housing Contract has been prepared to provide you with information regarding the policies and regulations that have been adopted in order to carry out these educational objectives. All residents are responsible for complying with the content, procedures and policies of this Contract.
- D. All decisions regarding University housing policy will be presented in writing. No oral representations about University housing by University employees or representatives are binding. Students will be held responsible for having knowledge of and adhering to information presented in Residence Life and Housing newsletters, voice mail and/or email messages and notices sent to rooms/apartments and/or posted in living areas.
- E. If a student is not required to live on and they no longer reside on campus or if a student is released from their housing contract for any reason including but not limited to: moving off campus, commuting from home, conduct review or academic removal, housing is not guaranteed. Students looking to return to housing after time away may request to be added to a housing waitlist and may be placed in available spaces at the discretion of the Department of Residence Life and
 - i. Students living within 40 miles of the University campus who will commute from a parent or guardian's residence (proof of residency with a parent or guardian may be required);
 - ii. Married students;
 - iii. Students with dependents;
 - iv. Students who have been declared as independent or are over 21 years of age;

 - v. Veterans of the military;
 - vi. Transfer students who have more than two years of college experience;
 - vii. Students with a documented and approved medical or disability condition that require housing accommodations that RWU is unable to provide;

- viii. Students participating in a study abroad program;
 - ix. Students enrolled in fewer than 12 credits;
 - x. Students under 17 years of age; or
 - xi. Students approved for a Medical Leave of Absence
- D. Students who do not fit the above criteria and are requesting an exemption of the ~~year~~ residency requirement must submit documentation in writing to the Director of Residence Life and Housing, or their designee, utilizing the ~~Two~~ Year Residency Requirement Waiver Form via the ~~Housing Self Service~~ Portal.

3. DURATION AND BINDING NATURE OF CONTRACT

- A. This Housing Contract binds both the University and the student (or if student is under 18 years of age, their parent or guardian who is hereafter referred to as Student) for the entire Academic Year (including Winter Intersession and Summer if the student applies for them).
- B. Students are not permitted to move into their room assignments until the date announced by the Department of Residence Life and Housing and according to the RWU academic calendar which specifies all University opening and closing dates.

4. APPLICATION, PAYMENT, AND ASSIGNMENT PROCEDURES

- A. Students are required to complete a housing application and e-9.6335190.8 (a)w140.7 (p)-0.8 (l)0.8 (e) in

5. CONDITIONS GOVERNING CANCELLATION OF CONTRACT.

- A. CANCELLATION BY THE STUDENT. After to cancel this Contract after it has been executed (signed by the student), the Student must submit a written request for cancellation that includes documentation of one of the reasons listed below using the Housing Contract Cancellation Request form via the Housing Self Service Portal. Following submission of the request, the Student must continue to make payments due under this Contract unless and until the Student receives written notice of cancellation. Submission of a Contract Cancellation Request does not guarantee approval. Each request will be reviewed by the Associate Director of Residence Life and Housing or their designee, and considered on its own merits. If cancellation is approved, the Student will be relieved of further obligations under this Contract and their account will be adjusted as outlined under paragraph 6C. If the cancellation is not approved:

- i. The student may appeal the decision to the Assistant Dean of Student Life / Director of Residence Life and Housing (or their designee).
- ii. The decision of the Assistant Dean of Student Life / Director of Residence Life and Housing (or their designee) is final.

If a cancellation is not approved, the Contract and all its terms remain in effect for the remainder of the Contract Period.

- B. REASONS FOR CANCELLATION. The following are reasons for which the Contract may be cancelled, subject to the submission of proper documentation and the approval of the Department of Residence Life and Housing and will be determined on an individual basis:
- i. The existence of a documented injury, illness, or medical condition that occurs after the Housing Contract was signed which cannot be accommodated within the residence hall system or that necessitates withdrawal from the University.
 - ii. Induction into the military service or military absences that necessitate a change in residence.
 - iii. Voluntary withdrawal from the University during the Fall or Spring semester[s] or at the end of the Fall Semester due to graduation, enrollment at another university, or leave of absence.
 - iv. Internships or practicum requirements that necessitate residence away from campus, if the Student will not return to housing during the remainder of the Contract Period.

- B. Roger Williams University has established a Missing Student Notification Policy and Procedure for Students Living in On-Campus Residence Halls that allows students to designate an individual(s) to be contacted by the University if the student is determined to be missing by the Department of Public Safety or local law enforcement. The policy is available at the following URL: [https://www.rwu.edu/sites/default/files/downloads/RWU Missing Student Notification Policy and Procedure.docx](https://www.rwu.edu/sites/default/files/downloads/RWU_Missing_Student_Notification_Policy_and_Procedure.docx)
- C. It is important that all students maintain current emergency contact information on file with the University, regardless of whether they live in an on-campus residence hall or off-campus. Students should designate and update, as necessary, their emergency contact information in the Emergency and Missing Student Contact Information Section of Roger Central.
- D. To designate or update missing student contact information and emergency contact information, complete the following steps:
 - i. Log into rogercentral.rwu.edu
 - ii. Select "User Options" on the left side menu
 - iii. Select "Emergency Information"
 - iv. Make appropriate updates

8. HOUSING ASSIGNMENT POLICY

- A. The Department of Residence Life and Housing is responsible for developing and implementing a process in assigning University housing to students. While efforts will be made to provide

RA, bringing the matter to the attention of a Community Director, attempting to put forth mutually agreed upon action plan, etc.). When roommate conflicts occur and the residents cannot resolve their differences, the Director of Residence Life and Housing, or a designee, may choose to move one or all residents of that room/apartment to any vacant spaces. Students will be responsible for any financial differences. The University reserves the right not to allow a student to sign into a certain area based on academic performance or conduct history. The University reserves the right to change room occupancy at the conclusion of an academic year.

9. ROOM/APARTMENT CHANGES

A.

specific quiet hou time frame from the Residence Life and Housing guidelines.

- H. **SMOKING/TOBACCO POLICY.** All residence halls including apartments are smoke-free. Smoking is only permitted at designated gazebos. The use and possession of Hookahs and the use of vaporizers, juling devices and other tobacco smoking devices is not permitted in any residence halls including apartments.

11. DAMAGES

- A. Students are responsible for the cost of repairs for any damages they cause to the living area or any other area of University operated property. Each student is also responsible for damages caused by their guest(s).
- B. Damage repair costs completed during the agreed upon time of occupancy will not be taken from the Housing Damage Deposit but will be paid by the student upon completion of the repairs. Damage assessments made during the academic year, at the end of the year, when a student withdraws from the Housing and/or upon graduation from the University must be paid by the student upon presentation of the bill by the University if in excess of the Housing Damage Deposit. If the bill is not in excess of the Housing Damage Deposit, the damage assessment will be deducted from the Damage Deposit. Students are not permitted to make repairs themselves.
- C. Students may be assessed a charge for any of the following - although not limited to - conditions which exist in the living quarters at the end of their occupancy:
- i. Furniture left unassembled or missing
 - ii. Personal belongings/furniture left in room/apartment
 - iii. Room left dirty – Excessive cleaning of floors, carpets, wall setc.
 - iv. Room painted
 - v. Ceiling tiles damaged or missing
 - vi. Smoke detector, smoke covering, or sprinkler system damaged or missing
 - vii. Fire emergency egress chart missing
 - viii. Window blinds, and/or screens damaged or removed from windows
 - ix. Cinder blocks left in room/apartment
 - x. Fumigation due to illegal pets
 - xi. Writings, graffiti, or damage on room/apartment door, walls, floors or furniture
 - xii. Patching and painting of holes
 - xiii. Repair/replacement of appliances
- D. Charges for malicious damage to corridors, elevators, stairwells, bathrooms and common areas may be apportioned amongst all students assigned to those facilities unless the responsible party is identified.
- E. Any appeals to damage charge assessments must be submitted in writing, by the student, to the Department of Residence Life Housing within 15 days after the date of the assessment. This appeal form can be found on the Housing Self-Service Portal. Appeals submitted after 15 days will not be reviewed and be deemed automatically denied.

12. LIABILITY

- A. The University assumes no responsibility of any kind for loss or damage to personal property in University housing caused by fire, water, theft, the actions of other students, guests or other individuals, or any other cause whatsoever. Personal property stored in University housing shall be, at all times, stored at the owner's risk. This includes but is not limited to food items that may spoil due to a power outage or other power/electrical issues during the academic session or break periods. Each student is urged to lock their room/apartment at all times. All students are strongly encouraged to carry adequate

property shall be deemed as abandoned and disposed of by the University in its sole discretion.

13. STUDENT RIGHTS AND

1978 is notified that such property may present exposure to lead from lead paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

from *Lead in Your Home* with the Rhode Island insert “What You Should Know About the Rhode Island Lead Law”. The pamphlet is available on RWU EHS website at: <http://rwu.edu/about/university-offices/ehs/occupational-safety/lead-based-paint>

- b. has either
 - i.