

**STUDENT APARTMENTS
STUDENT OCCUPANCY AGREEMENT
WEST CHESTER UNIVERSITY**

This document constitutes an agreement between the undersigned student-resident (hereinafter called “resident”) and West Chester University (hereinafter called “University”), acting by and through its Office of Residence Life and Housing Services, and sets forth the terms and conditions on which the resident will occupy the premises in the University student apartments. The University provides accommodations for scheduled students only, with preference being given to full-time undergraduate students and limited accommodations for graduate students. Students at less than full-time status may be accommodated depending on specific circumstances.

1. **THIS AGREEMENT IS BINDING FOR THE ENTIRE ACADEMIC YEAR AND THE RESIDENT WILL BE BILLED FOR ACCOMMODATIONS. CANCELLATIONS MAY BE MADE FOR RESIDENTS WHO WITHDRAW FROM THE UNIVERSITY: NOTIFICATION MUST BE MADE OF WITHDRAWAL PRIOR TO THE START OF THE SEMESTER OR THERE WILL BE A PRO-RATED CHARGE. THIS AGREEMENT BECOMES ACTIVE UPON APPROPRIATE ADMINISTRATIVE ACTION OR PAYMENT OF A \$200.00 ROOM DEPOSIT, WHICH IS NON-REFUNDABLE AND FORFEITED UPON CANCELLATION OF OR RELEASE FROM THE AGREEMENT.**
2. The University, upon proof by the student of need to be released from student apartment living for reasons which are compelling and necessary, i.e., **student teaching or internship assignment and living arrangements outside the county, extenuating medical reasons, marriage, or death in the immediate family**, may permit residents to be released from student apartment living, and a meal plan if applicable. In all such cases a “Student Occupancy Agreement Release Request” must be submitted to the Assistant Director of Housing. Requests must be made prior to the beginning of the semester. Any request granted after the start of the semester will be refunded on a pro-rated basis.
3. Accommodations are assigned for the academic year and the assignment is not transferable by the resident. Assignments will be made to a specific bedroom within an apartment, with either single or double occupancy. Each student will be supplied with a bed, desk, bureau and closet space or a wardrobe within the bedroom. The living room and kitchen areas will also be supplied with appropriate furnishings and appliances. For each semester, occupancy shall commence as specified in the official information supplied by the Office of Residence Life and Housing Services and shall end on the last day of the exam period. Note the check-in letter for the Fall Semester for special arrangements and information. The dates for registration can be found on the Registrar’s Website via www.wcupa.edu. The Office of Residence Life and Housing Services may cancel the agreement or change the assignment of any student who does not officially check into the student apartments within 48 hours of the complex’s opening in both the Fall and Spring semester. Such students shall continue to be bound to all terms and conditions, including all charges and fees, set forth in this agreement.
4. In consideration of this assignment, the resident agrees to pay the University the sum specified each semester by the University. Specifically, these fees are for individual occupancy within a student apartment. Fees for a single occupancy bedroom will be higher than those for a double occupancy bedroom. Meal plans, while not mandatory in the student apartments, are also available to students at an additional fee as posted by the University each semester.
5. The Office of Residence Life and Housing Services makes room assignments in accordance with lifestyle preferences as the resident may state whenever possible. However, the Office of Residence Life and Housing Services reserves the right to make necessary reassignments including, but not limited to community and roommate behavior issues and judicial reassignments, and this Agreement guarantees a space only and not the specific assignment described above. Assignments are made without regard to race, national origin, religion, disability, veteran status, ancestry, age, gender identity, or sexual orientation. Unauthorized changes in

assignments by residents will result in applicable University action, including but not limited to a return to the original assignment. The University does not have accommodations for married students with their spouses or for students with children or dependents.

6. With the exception of filling a vacancy, the Office of Residence Life and Housing Services will place no other person in the immediate premises during the resident's absence or during vacation periods without the consent of the resident. **By further explanation of filling a vacancy, the University reserves the right to reassign students from bedroom to bedroom or from apartment to apartment to consolidate occupancy or for other administrative reasons.** Information regarding consolidation will be provided to those students affected. Failure to follow appropriate procedures will result in financial charges, administrative action, or both.
7. Occupancy will be permitted over University vacation periods with prior notification to the Office of Residence Life and Housing Services. Students will be permitted to stay in their apartments over semester break only if registered for classes for the upcoming spring semester. Students needing vacation accommodations may be assigned to specific buildings as necessary. No additional fee beyond the semester room charge will be levied for these accommodations. Summer accommodations are not included, but may be arranged through an additional agreement depending on academic commitments.
8. The resident agrees not to damage or otherwise alter the condition of the premises, remove assigned furniture, or appropriate furniture from other apartments or unauthorized areas. The University will charge the cost of any damage or loss to a bedroom, apartment, furnishings or appliances to the occupant(s) assigned thereto, and the resident agrees to pay such charges upon notice. Also, the University will charge the cost of any damage or loss to common areas of the building or its immediate surroundings if the student(s) responsible are identified.
9. No resident is permitted to use an apartment or bedroom for the purpose of operating a commercial enterprise. No one is permitted to solicit or sell commercial products or services in the student apartments without prior approval. Exceptions must have prior written approval of the Office of Residence Life and Housing Services as per the policy outlined in the "Guide to Residential Living", which is expressly incorporated into this Agreement (<https://www.wcupa.edu/services/stu.lif/resLifeGuide/>).
10. The Laws of the Commonwealth of Pennsylvania and University policy in regard to the use of alcoholic beverages and drugs (including illegal or controlled substances) shall apply to all residents within the student apartments or on adjacent grounds of the student apartments. Violations of these laws and policies will result in applicable University and /or civil action, including, but not limited to, removal from University housing.
11. The following are prohibited in or around the student apartments. (a) the use or possession of weapons, pyrotechnics, or other materials including flammable substances which may endanger resident health and safety including halogen lamps; (b) open flames and burning materials (i.e.: cigarettes, candles, incense, etc.); (c) unreasonable use of radios and/or other sound equipment which are likely to disturb other residents; (d) pets; (e) breaking the screen seal and removing the screen from the window, or disposing of any item from a window; (f) the changing of furniture from one apartment, bedroom or area to another or removing furniture from the building, (g) using furniture in a manner other than originally intended (beds placed on bureaus, blocks, etc.), (h) any water-filled appliances or furniture (i.e., waterbeds, aquariums, etc.) Students with the need for service or emotional support animals should contact the Office of Residence Life and Housing Services for more information regarding service or emotional support animal policy.
12. Every guest is subject to University rules and regulations and is the responsibility of the resident-host while present in the student apartments. The University reserves the right to deny access to any guest if it is reasonably determined that such person has disturbed, endangered, or disrupted other residents. The University does not condone nor permit cohabitation nor patterns of extended visitation with any person not assigned to the resident's bedroom or apartment.

13. The University reserves the right to enter residents' bedrooms or apartments for the purpose of maintenance, inspection, repair, enforcement of University rules and regulations or in cases of emergency. All areas are inspected at the close of the complex for University vacations by Residence Life staff members. Areas will also be inspected on a regular basis for safety and health concerns. The University recognizes its responsibility to respect the right of residents not to have their privacy unreasonably disturbed.
14. The undersigned resident agrees to adhere to the published regulations of West Chester University, including the current edition of the "Ram's Eye View", and the applicable laws, ordinances, and regulations of the Commonwealth of Pennsylvania and the Township of East Bradford. In addition, the current edition of the "Guide to Residential Living" is incorporated as part of this Agreement. Violation of this Agreement will result in applicable University and/or civil action.
15. Since the potential danger posed to the residence community by fire is so severe, any resident identified as intentionally, or through negligence, igniting any facility, furnishings, equipment or substance within the student apartments or tampering with fire safety equipment will be subject to applicable University action, civil action, and/or criminal sanction. Tampering includes de-activating a smoke alarm or intentionally causing a detector to activate, or intentionally activating any portion of the sprinkler system.
16. Upon the termination of this Agreement as hereinbefore provided, the resident shall promptly vacate the premises within 24 hours, leaving the same in a condition of good order and repair at such time. This Agreement shall terminate upon: (a) the date determined under the terms of paragraph 1 or 2 hereof, or (b) the date which resident received notice from the University to vacate the premises for violation of this Agreement, provided that proper check-out has occurred.
17. A student living in the student apartments is not required to purchase a meal plan from the University's Food Service. For those on a plan, use of a meal card by anyone other than its owner and/or disorderly conduct in the dining hall is subject to disciplinary action. There is a fee for replacing lost/stolen meal cards. Pro-rated refund/credit on meal fees are permitted upon withdrawal if the student properly checks out of the apartment, receives permission from the Office of Residence Life and Housing Services and returns the meal card. Receipts should be kept in case of error.
18. Prior to occupancy, inventories will be taken. Each student must validate and sign the inventory for the bedroom that they are assigned. All residents of an apartment will validate and sign the inventory for the common areas of the apartment. Those inventories must be validated and returned to a staff member within 24 hours of receipt. When a student vacates an apartment, a final inventory will be taken of both the bedroom and common areas. It is the resident's responsibility to arrange for a proper checkout. Students will be charged for lost University property, pro-rated damages, lost keys, and costs for excessive cleaning and all repairs.
19. In the event of a withdrawal from the University, a proper apartment check out must occur (i.e. completion of the Bedroom and Common Area Inspection Forms and return of room/apartment keys) in order to receive a prorated refund of housing and applicable meal charges. Failure to complete a proper check out will result in the student remaining responsible for all applicable charges. There is no refund or credit for the housing fee upon unapproved withdrawal from the University. In addition, appropriate fees will be charged against those who check out improperly.
20. Any student removed from housing for disciplinary reasons will receive no rebate of housing fees. If applicable, meal plans are cancelled upon removal and remaining cost is credited. Meal plans may be continued by contacting the Office of Residence Life and Housing.
21. Smoking of any tobacco product (including the use of electronic or tobacco-free cigarettes, vaporizers, hookahs, and pipes) in the apartments (including bedrooms or common areas) is PROHIBITED. Violations of

this policy by residents or guests will result in applicable University action including, but not limited to, removal from University housing.

22. The University shall assume no responsibility for the theft, destruction, or loss of money, valuables or other personal property belonging to, or in the custody of, a resident for any cause whatsoever, whether such losses occur in student rooms and/or apartments, storage rooms, public areas, elsewhere in the apartment complex, or in baggage related to shipment or storage. The resident is encouraged to carry personal property insurance.
23. Students must be able to care for themselves independently or arrange for services that will allow them to perform normal life functions in the context of a residential setting, including, but not limited to, bathing, dressing, and other personal care issues. This requirement may be met by having a live-in or live out Personal Care Attendant, within certain restrictions. Some accommodations are also available for students who have special needs. Students with the need for service or emotional support animals should contact the Office of Residence Life and Housing Services for more information regarding service or emotional support animal policy. Additional information, including available services and penalties for non compliance, can be obtained by contacting the Associate Director of Housing Services in the Office of Residence Life and Housing Services (610-436-3307), or by referencing the WCU Handbook on Disabilities, the “Guide to Residential Living” or on the University web page at [www.wcupa.edu/ services/stu.lif/](http://www.wcupa.edu/services/stu.lif/).
24. The College and University Student Vaccination Act requires that all students, prior to moving into University-owned and operated residence halls or apartments, must receive the vaccination for meningococcal meningitis or sign a document stating that the student has chosen to be exempted from receiving the vaccination for religious or other reasons. All residents are required to sign a document prior to moving into campus rooms/apartments stating that they are in compliance with the law. This statement of compliance with the College and University Student Vaccination Act will be obtained from the Office of Residence Life and Housing Services. WCU recommends that residents have the vaccination prior to arrival on campus because no resident will be permitted to move into an apartment without proof of the vaccination or a completed exemption form. Evidence of vaccination can be documented on the appropriate housing application form or under separate cover from the medical provider administering the vaccine. All questions or documents can be directed to Student Health Services 610-436-2509.

In consideration of an assignment in a student apartment, I agree to pay to West Chester University the posted housing charge, and meal plan charge if applicable, and I acknowledge receipt of and agree to the terms and conditions of occupancy specified in the Student Apartment Student Occupancy Agreement. I understand that I am responsible for all matters described in this entire document, including all materials that have been incorporated into it as described above. **I UNDERSTAND THAT THIS AGREEMENT IS IN EFFECT FOR THE ENTIRE ACADEMIC YEAR (FALL AND SPRING SEMESTER).**

Student Resident’s Full Name-Please Print

Date

Student Resident’s Signature

Signature of Parent/Guardian
(If student resident is under 18 years of age)

Student Resident’s WCU ID Number