

# Willamette University Housing Contract and Community Expectations

## Academic Year 2026-2027

**PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY**

### **PREAMBLE**

THIS HOUSING CONTRACT (THE "CONTRACT") IS FOR THE ENTIRE ACADEMIC YEAR FOR THE OCCUPANCY DATES LISTED ON THE WILLAMETTE HOUSING CALENDAR. IT IS A BINDING AGREEMENT BETWEEN YOU AND THE UNIVERSITY.

You should read this contract carefully and completely. If you sign this contract, then decide to cancel your housing assignment, your student account may be charged. Once signed, it is binding for the academic year and dates listed on the Willamette Housing Calendar. Under specific circumstances Willamette University allows termination of this contract as described in Section 8: Contract Cancellation. These conditions may include payment responsibility for the full term of the contract or additional cancellation fees.

### **TERMS AND CONDITIONS**

By signing this contract, you, the undersigned ("student"), agree to the terms and conditions of this housing contract. This is not a lease. Neither this contract nor your occupancy of space in university housing is subject to the "Oregon Residential Landlord and Tenant Act." This contract creates no right to occupy a particular room in a particular residence hall or a particular living space. This contract obligates Willamette University to provide you with housing only as set forth in this contract. All portions of university residence halls remain under the control of Willamette University. Willamette University and those acting on its behalf or at its request may, when warranted, remove any person from the residence halls without resort to the procedures set forth in ORS 105.105 through 105.168. Such procedures are expressly, knowingly, and voluntarily waived by execution of this contract.

The delivery of this contract by Willamette University to the eligible student constitutes an offer of housing and, if residing on the Salem campus, dining. **Dining plans are only offered on the Salem campus of Willamette University. Any information regarding dining plans in this contract applies to students residing on Willamette University's Salem campus.**

The execution of this contract by the student and/or guarantor, without modification, and delivery of it to the Office of Residence Life and Housing constitutes acceptance of these terms and conditions. The contract is binding for the entire academic year or portion thereof if entered into after the beginning of the academic year. Current [room and board rates](#) are approved by the Board of Trustees, and are available on the Office of [Residence Life and Housing](#) website.

The university agrees to provide living spaces and services as outlined, subject to accessibility and availability. The university may amend this contract by providing students notice in writing of any changes. No oral representations about university housing by university employees or representatives are binding. The student understands that any changes in services or personnel by Willamette University does not constitute a reduction of housing charges, fees, or termination of this agreement without penalty. The university shall not be responsible for disruption or nonperformance of services due to circumstances beyond its control. It is mutually agreed that all required notice to the student is effective when posted to the student's university email account.

Willamette University is not responsible in any way for the loss of or damage to money, valuables or other personal property of students or guests. By signing this contract, the student hereby agrees to hold the university and its agents harmless from any third-party suit, action at law, or other claim resulting from an injury to any person or damage to property while living in a residence hall if that injury arises from unforeseen circumstances or occurrence not the fault of or beyond the control of the university.

Willamette University has the right to terminate this contract at will, and does not offer month-to-month, or temporary housing in the residence halls. The Office of Residence Life and Housing reserves the right to refuse housing assignments to any student who has been sanctioned under the [Student Code of Conduct](#), has violated the terms of this contract, or has a delinquent account for housing-related charges.

Willamette University is a smoke-free campus. Smoking any substance on campus, in any form, including but not limited to vaping or electronic cigarettes, is prohibited and may result in disciplinary action. For more information, please see the [Smoke Free Campus Policy](#).

This contract may be signed electronically by the student if they are 18 years of age or older without a parent's or guardian's signature. If the student is under 18 years of age, a parent's or guardian's signature is required. Only the student who is represented on the contract may make changes to their housing options. Any changes requested by the student must be in writing and received by the deadline advertised on the [Housing Calendar](#). A copy of the [contract](#) is available on the Office of Residence Life and Housing website.

Students are held to the standards, rules, and regulations outlined in the [Residence Life and Housing Policy Guide](#) and the [Student Code of Conduct](#) as communicated by the Office of Residence Life and Housing and the Office of Student Affairs. Any legal action brought pursuant to this contract shall be filed in a court located in, or having jurisdiction over Marion County, Oregon. Notwithstanding existing choice of law provisions, Oregon law shall apply to all such actions.

**Anyone who has a felony criminal conviction or pending charges must disclose this information to the Dean of Students in writing prior to entering into the contract. In addition, should any student be convicted of a felony, plead guilty or take other action resulting in a felony criminal record after entering into this contract, the student must notify the Dean of Students in writing immediately.**

### 1. ELIGIBILITY

Campus residences are reserved for Willamette University students who meet the following criteria: enrollment in undergraduate courses at Willamette University, designated combined plan students such as 3-2, 4-1 or other combined academic programs, good academic standing; current in their payment of all tuition, fees, and charges; as well as in compliance with all rules and regulations of the university. Students enrolled full time have priority for campus residency. Willamette University does not offer housing for family members or partners. In order to be assigned a space in university housing, students are required to complete a housing application by electronically signing the contract via the [WU Housing portal](#). All students are encouraged to complete the Lifestyles and Likings questionnaire to assist with roommate assignments.

When a student ceases to be eligible for housing, the student is expected to vacate the living space and return all keys in a timely manner. Any ineligible student occupying a living space will be charged for the space until they have checked out.

### 2. RESIDENCY REQUIREMENT

Students classified as first year students attending the Pacific Northwest College of Art (PNCA), Willamette University's Portland campus, are required to live in university housing. Students classified as first and second year students attending Willamette University's Salem campus are required to live in university housing. The university grants exemptions to the live-on requirement if the student meets the designated criteria for an exemption and has submitted the required supporting documentation. A list of the factors and circumstances considered by the university when determining whether to grant an exemption to the live-on requirement can be found [here](#). Students seeking an exemption to the live-on requirement may submit a request through the [WU Housing portal](#).

Students who have met the residency requirement, or whose petition for a residency requirement exemption has been approved are eligible to cancel their contract prior to the start of the academic year, but will be subject to a cancellation fee. Exemptions approved after checking in to on campus housing and receiving a key will apply to the following semester.

Students required to live on campus who are citing a disability or a medical condition preventing them from living in on-campus housing must gain approval from the Office of [Accessible Education Services](#) (AES) to live off campus. Documentation is required to be submitted in accordance to AES's policies and procedures for exemption or accommodation.

### 3. USE OF SPACE

The student agrees to occupy the living space and not to permit any part of it to be occupied by any person not duly assigned or authorized in writing by Willamette University. The student shall use the living space for living purposes only. Commercial activities are not allowed within the residence halls. Occupying multiple bedspaces within a room or apartment due to a vacancy is not allowed. Students found responsible for occupying multiple bedspaces after notice of a new roommate will be charged for both sides of the room and/or other areas occupied but not assigned to the student, whichever is greater. This charge will be in place until the non-assigned areas are vacated.

### 4. PAYMENT

#### 4.1 HOUSING CHARGES

The student agrees to pay room/apartment and dining plan fees (dining fees for the Salem campus only) and any billed

charges (e.g., damage, cleaning, lost keys, etc.). Room/apartment and dining plan charges are to be paid each semester in advance unless a deferred payment plan is arranged with the business office. Failure to complete financial arrangements with the business office will result in the cancellation of the contract by the university.

#### 4.2 ACTIVITY FEES

Students residing on campus are required to pay a non-refundable activity fee each semester. Activity fees are not refunded to students who leave on-campus housing after the second week of classes. Activity fees are used by designated staff to enhance the student experience in campus housing.

#### 4.3 CLEANING & DAMAGE DEPOSIT

All students are required to pay a [cleaning and damage deposit](#) when occupying a living space. The cleaning and damage deposit is refundable after the assigned student fully moves out, checks out of the space, and the Office of Residence Life and Housing has evaluated the room for cleaning or repairs needed. Cleaning and damage charges will be assessed for each room assignment occupied by a student. Costs associated with repairing damage and additional cleaning will be deducted from the balance of the cleaning and damage deposit prior to returning the balance to the student. Any additional charges will be assessed to the student's account. Students who move out of the living space before completing the semester will forfeit their cleaning and damage deposit.

### 5. HOUSING SCHEDULE, CHECK-IN & CHECK OUT

Students are responsible for following check-in and check-out procedures as outlined by the Office of Residence Life and Housing.

#### 5.1 OPENING AND CLOSING OF UNIVERSITY HOUSING AND FOOD SERVICE

(Food Service is available for the Salem campus only)

The opening and closing dates for university housing and the first and last meal dates for dining services can be found on the [Housing Calendar](#). University housing **closes at noon the day following the last scheduled final**. Dining plans do not provide for meals during Fall, Winter, and Spring breaks. Additional details can be found on the dining services website. Consult the [Academic Calendar](#) for specific dates.

#### 5.2. CHECK-IN

Each student must complete the check-in process prior to residing in their assigned living space. The check-in process includes signing required forms and receiving keys on the approved check-in date and time. At check-in, students residing on the Salem campus are issued a key to their room. Students moving into ArtHouse will receive a room/apartment key, a fob for entry into the building, and a mailbox key. Students are responsible for their key(s) until they check out. A room condition report must be completed at the time of move-in to establish the condition of the room. Arrivals prior to a student's assigned check in date must be pre-approved and will result in an [early arrival fee](#).

#### 5.3. ARRIVAL DATES

Information regarding check-in dates for each academic term can be found on the [Housing Calendar](#).

**Early Arrivals:** Any student may submit a request for early arrival. The application to request an early arrival can be found on the [WU Housing Portal](#) and is subject to the Office of Residence Life and Housing's ability to accommodate the request. Students who are approved for an early arrival may check in on the date they have been approved to do so. If a student is required by a university department to participate in a specific university program prior to the check-in date, this early arrival may be approved at no additional cost. Students who arrive early without a sponsoring program or prior to an approved move in date will be charged a daily early arrival fee in addition to an improper check in fee.

**Late Arrivals:** The Office of Residence Life and Housing reserves the right to cancel all room assignments for students who do not arrive by the second day of classes. If a student plans to arrive after the designated check-in dates, they should notify the Office of Residence Life and Housing in writing prior to the designated check-in date.

#### 5.4. HOUSING CLOSURES AND BREAKS

Students are required to exit their assigned living spaces 24 hours after their last exam or by noon on the day following the last scheduled final exams for each semester, whichever occurs first. Consult the [Academic Calendar](#) for specific dates.

Students who are returning for Spring semester and continuing to occupy their originally assigned space may keep items in their assigned unit over the winter break. Students will not have access to their living spaces over winter break unless they receive approval through the winter break housing process.

Fall and Spring Breaks: Residence halls are open during fall and spring breaks. Students may stay in their assigned rooms during the breaks. Overnight guests are not permitted on campus during these breaks. Dining plans do not include meals during fall and spring breaks. Food during breaks may be available on campus at an additional cost.

Winter Break: Portland and Salem campuses are closed over winter break. This includes all apartments and residence halls. Students who need housing over winter break require prior approval to stay on campus. Applications for winter break housing can be found on the [WU Housing Portal](#). If approved, students may stay in the residence halls during the university's winter break for a fee of \$500. University housing may temporarily relocate approved winter break stay students in order to consolidate students into one general area. Students who are asked to move will return to their regular room when campus opens for returning students. The timeline for winter break housing can be found on the [Housing Calendar](#). Unauthorized students found within residential buildings during winter break may be referred to the student conduct process and administratively charged the winter break fee.

## 5.5 CHECK OUT

A student has properly checked out when they have followed the process outlined by the Office of Residence Life and Housing which includes returning all keys and removing personal items from the room and/or refrigerator, cabinets, closets, etc. The student will continue to be charged for occupancy until all steps have been completed. Students must return their assigned living space to its original state at the end of the contract term with reasonable use and wear to be expected. Reasonable use and wear are understood to mean the gradual deterioration resulting from use, lapse of time, and the operation of the elements, despite the student's care. Failure to vacate will result in the daily rate of the housing cost until the space has been fully vacated. The student will also be referred to the university conduct process. Any charges incurred in the packing and disposal of belongings will be billed to the student.

Students are responsible for cleaning their living spaces and for the cost of their cleaning supplies. It is the student's responsibility to remove all personal items from their assigned living space prior to vacating the space. Items left in a student's room after vacating it will be considered abandoned property and may result in a loss of the cleaning deposit or additional fees. If a unit is not left in "move-in ready" condition at check out, the cleaning/damage deposit will be applied to cleaning, damage, and replacement charges accrued. If the forfeited cleaning deposit does not cover the cost of returning the living space to its original state, the assigned student is responsible for the amount owed and will be billed accordingly. Failure to return a room key at checkout will result in a lock change. Lock change charges will be billed to the assigned student's account.

Failure to comply with university instructions to complete a check out process after the conclusion of this contract, cancellation or termination of this contract, relocation on campus, or move out within three (3) calendar days, may result in the removal and disposal of the student's property at their expense. Students may request that property be stored rather than disposed of for no longer than two (2) weeks. The request for storage may not be approved and is subject to sole approval of the Office of Residence Life and Housing. Property not retrieved from storage within the approved timeline will be disposed of at the student's expense unless other arrangements are made in writing with the Office of Residence Life and Housing. Willamette University is not responsible for damage to or loss of items in the process of storing student personal items.

## 6. HOUSING ASSIGNMENTS, OCCUPANCY & DINING SERVICES (Dining Services for Salem Campus only)

### 6.1 LIVING SPACES & AMENITIES

Upon assignment, Willamette University agrees to provide eligible students with a residential living space for the academic year or portion thereof. The university agrees to assign space and provide dining (Salem campus) only after the applicant has completed the application via the WU Housing portal. Enrollment at the university and confirmation of a housing assignment and dining plan (Salem campus only) is considered binding. Therefore, actual physical occupancy of the living space by the assigned student is not necessary to constitute occupancy.

- A. All students shall be provided with a bed frame and mattress, desk and chair, storage for clothing, and central room light. As a part of unit costs, the university will provide housekeeping services for public areas, public restrooms, utilities, and maintenance.

- B. Student living spaces and furnishings provided therein are to be used in the manner for which they are designed. University property, including student room and lounge area furnishings, may not be moved within the building or from one living space to another. Furniture should not be removed from the assigned room, except at the direction of the Office of Residence Life and Housing in order to meet approved accommodation needs.
- C. All damage shall be repaired or replaced at the student's expense. Vandalism will result in a student conduct referral. All missing, broken, or damaged articles or equipment described in the inventory, or any other items furnished to the student by Willamette University, shall be charged to the student at replacement cost.

## 6.2 ASSIGNMENT & CONSOLIDATION

The Office of Residence Life and Housing is responsible for developing and implementing a process to assign university housing to students. The university reserves the right to make assignments and adjustments as needed. The university reserves the right to immediately assign space and/or students as necessary. **When a vacancy occurs, the university reserves the right to assign a new occupant, or move a student at any time.** Unassigned spaces should be move-in ready at all times, presenting no inconvenience to the newly assigned student. It is the responsibility of the student already assigned to the room to ensure the readiness of that space. The current occupant must maintain the following conditions: beds/mattresses are separated and any furniture provided by the university must be kept empty, unused, and clean. Failure to comply with the new assignment, or prepare the space for a new occupant may result in a conduct review. The following guidelines apply:

- A. Assignments to on-campus housing are made by the Office of Residence Life and Housing and are considered permanent throughout the academic year.
- B. Priority for assignments is based on academic class status, fulfillment of on-campus residency requirements and completed terms of residency on campus.
- C. Types of accommodations and requested roommate preferences are honored when possible.

## 6.3 REQUESTS TO CHANGE ASSIGNMENTS

Room changes are not made within the first two weeks of the semester. Requests to change rooms after the second week of the semester must be approved by the Office of Residence Life and Housing. If a student is approved to move elsewhere on campus, it is the student's responsibility to complete the move within three (3) business days. Changing rooms without authorization or failure to follow the assignment change procedure may result in disciplinary action. At the discretion of Office of Residence Life and Housing staff, a room clean charge may be assessed in order to prepare the vacated space for a new occupant.

## 6.4 RATE CHANGE MOVES

Students who wish to make a rate change move may contact the Office of Residence Life and Housing to request availability and/or place their name on the waiting list. If a waiting list is kept, it will be in the order that the request was received. Students who are granted a rate change move are responsible for any financial difference from one living space to another.

## 6.5 STUDENT RESPONSIBILITIES - LIVING SPACE & CONDITION

- A. Students are responsible for the upkeep of their assigned living spaces including ensuite bathrooms, kitchens, and common spaces. Students are expected to keep their living space in an orderly, safe, and sanitary condition. Students are responsible for disposing of their trash and recycling to the designated central collection area on a regular basis to avoid pests, odors, and additional facilities charges.
- B. Students are not permitted to make alterations to their living space or to the furniture. Removing furniture from the assigned unit is not permitted. Students will be billed for damages that occur and for any alterations that they make to the unit or furnishings during their occupancy as indicated on their room condition report. The following items and actions are not permitted in living spaces:
  - unauthorized bunk beds - students should submit a maintenance request for bunking beds
  - lofts or other construction additions (e.g., raising the bed off the floor in any manner not consistent with manufacturer specifications),
  - cinder blocks, nails, tape or anything that damages any surface in your assigned space,
  - unauthorized painting of any surface - students should submit a maintenance request for painting.
  - hanging items from the rooms sprinkler system

For a complete list of prohibited items and actions, please review the [Residence Life & Housing Policy Guide](#).

- C. Window screens may only be removed in case of an emergency. Damage occurring from removal of a window screen and/or charges incurred to replace window screens is the responsibility of the

student(s) assigned to the living space.

- D. Students are responsible for immediately reporting any unit maintenance or pest control needs, damages, or losses by completing a [Housing Maintenance Report](#) (Salem campus), contacting the [ArtHouse maintenance email](#) (Portland campus), or informing an Office of Residence Life and Housing staff member.

Submitting a maintenance request or notifying a university staff member about necessary repairs authorizes a Facilities Management, Facilities Services, or WITS staff member to enter your room/suite/apartment to complete any needed services. Room access is also allowed for emergency maintenance that is otherwise needed to address a concern. Damage to university property or loss within a student's living space is the joint responsibility of all students assigned to that space, unless a student takes responsibility for the loss.

- E. Students share responsibility for their building. Any damage, vandalism (including graffiti) or loss to public areas (including bathrooms) will be the joint financial responsibility of all parties living in the residence hall or specific area. Any extra costs incurred to repair and/or clean public areas, including student kitchens and common area furnishings, will be equally split and assessed to the entire residential community or portion thereof if the responsible party is not identified.
- F. Students are encouraged to purchase renter's insurance. Students are responsible for their own personal property insurance and liability coverage for damage, loss/theft of property, or fire.
- G. Students in under-assigned units are expected to keep the open side of the room or apartment minimally occupied at all times in order for another student to be reassigned and moved in with short (6 hour) notice.
- H. All residences have an access system for entry. Student ID cards are used for the cardlock system on the Salem campus and key fobs are used at ArtHouse in Portland. If an access card is lost or stolen in Salem, it is the student's responsibility to report the missing card to Campus Safety to get a new card. If a key fob to ArtHouse is lost or stolen, it is the student's responsibility to report the missing fob to the ArtHouse maintenance staff via email. Students may not lend their fob or ID card to anyone for any purpose. The cost to replace these access items will be charged to a student's account.
- I. If a key is lost or stolen, it is the student's responsibility to report the missing key to the Office of Residence Life and Housing as soon as possible. All lost or stolen keys will result in a lock change. The student responsible for the lost key will be charged for any lock change expenses. Keys may not be duplicated. If the Office of Residence Life and Housing becomes aware of a duplicated key, the student responsible will be charged for any lock change expenses. Students will also be referred to university conduct processes.

## 6.6 RELOCATION BY THE UNIVERSITY

Circumstances may require a residence or portion thereof be closed or re-designated. The university reserves the right to immediately reassign space and/or require students to move as necessary.

Behavior which significantly disrupts individuals or the community shall be grounds for notice to relocate to another assignment or to vacate the residence and terminate the contract. These behaviors include but are not limited to threat of or actual harm, disorderly conduct, harassment, unreasonable noise or repeated fire code violations. If the university requires a student to move out of their assigned living space, the student may be required to agree to an alternative living space in accordance with the guidelines established in this contract. If the university reassigns a student, the student will have at least three (3) calendar days' to comply with a reassignment.

The university reserves the right to make needed repairs and renovations of student residences. If such work will render accommodations uninhabitable, and the university cannot furnish other accommodations, the contract shall terminate, and a proportion of the room and board fees already paid for the remainder of the contract period will be applied to the student's account.

## 6.7 REMOVAL BY THE UNIVERSITY

Students who accept an assigned living space and fail to register for classes by the add/drop date of each semester may be removed from the unit and their space will be reassigned.

Behavior which significantly disrupts individuals or the community shall be grounds for notice to be removed from university housing and termination of the contract. These behaviors include but are not limited to threat of or actual harm, disorderly conduct, harassment, unreasonable noise or repeated fire code violations. If the university removes a student from university housing, the student will have at least three (3) calendar days' to vacate their assigned living space.

Immediate interim or permanent removal from housing may occur if the student, or someone on the student's behalf threatens to inflict, or actually inflicts personal injury or substantial damage to the premises or commits an act which is a significant disruption to the community.

#### 6.8 DINING SERVICES (Salem campus only)

- A. Student ID cards hold dining plan information and are required to use the dining plan and flex dollars.
- B. All first year students residing on campus will be required to purchase a 19-Meal Plan their first semester on campus.
- C. All students living in university housing must participate in the Willamette dining plan program except if:
  - their on-campus assignment is equipped with a refrigerator and stove inside their living space
  - they are exempt through an accommodation or exemption process
- D. The university shall offer meals regularly to students who purchase dining plans, subject to the dining service board schedule. Dining plans do not include meals during Fall, Winter, or Spring Breaks. The [Housing Calendar](#) outlines the days covered by the dining plans.
- E. Willamette offers three (3) dining plans to students consisting of 10, 14, or 19 "all you care to eat" (AYCE) meals plus a designated amount of flex dollars. All dining plans include flex dollars, which are placed on the student's ID card and can be utilized like a declining balance for "a la carte" items. The specific offerings are:
  - 19-Meal Plan + \$50 Flex Dollars per semester
  - 14-Meal Plan + \$150 Flex Dollars per semester
  - 10-Meal Plan + \$250 Flex Dollars per semester
- F. Returning students who desire to change from one plan to another may do so in the [WU Housing portal](#) by **11:59 AM PST on Monday of the third week of classes each semester**. First year students can change their dining plans at the beginning of the second semester.
- G. No credit is issued for AYCE meals not consumed.
- H. Dining plan flex dollars are front-loaded each semester. Dining plan flex dollars carry over from the Fall to Spring semester for students who remain on the Willamette dining plan. Flex dollars remaining at the completion of the Spring semester are non-refundable. If a student moves off the plan and has used dining plan flex dollars in excess of Bon Appetit's calculated "use-to-date average", they will be billed for the additional flex dollars. Students who move off the Willamette dining plan (e.g., to a university-owned apartment, off-campus, semester abroad program, or graduation at semester) receive no flex dollar carry-over credit or refund.

#### 7. ADA ACCOMMODATIONS AND OTHER EXEMPTIONS

Students requesting campus housing accommodations due to a health or ability-related matter must submit appropriate documentation to the Office of [Accessible Education Services](#) (AES) for approval. An endorsement or approval of a particular accommodation by AES does not guarantee the availability of a specific room or amenity. For priority placement, accommodations must be approved each year before February 1st for returning students and June 15th for enrolling students. The Office of Residence Life and Housing will place students in appropriate rooms based on the directive given by Accessible Education Services. If an approved accommodation can be met in a variety of ways, the Office of Residence Life and Housing, in consultation with AES, will have sole discretion on how to satisfy the accommodation.

Emotional support animals must be endorsed by the Office of Accessible Education Services as an accommodation for a documented disability and approved by the Office of Residence Life and Housing before they are allowed in on-campus housing. The Office of Residence Life and Housing will distribute the application for an emotional support animal once an endorsement from AES is received by the Office of Residence Life and Housing.

Students requesting an exemption from the campus housing requirement or dining plan requirements for any reason other than ADA accommodations should contact the Office of Residence Life and Housing.

#### 8. ANIMALS

Animals are not allowed on Willamette's campus except as outlined in the [Animals on Campus Policy](#). Service Animals are permitted on campus. See [Service Animal Guidelines](#). Emotional support animals are limited to residence rooms. See [Emotional Support Animal Guidelines](#). In addition, aquarium fish are allowed in tanks not exceeding 15 gallons.

#### 9. CONTRACT CANCELLATION

Contract cancellation requests must be submitted in writing to the Office of Residence Life and Housing by the student

named in the contract unless they are unable to do so or are underage at which point submissions should be made by the parent or guardian who signed the contract.

If a student is withdrawing or taking a leave from the university, charges are calculated from the date the student officially checks out of their room and completes the check out process, not the date the student withdraws from the university. Dates for determining housing charges are based on the published academic calendar. In no case will the prorating of charges be based on a check out date earlier than the date the student officially withdraws from the university. Students who are suspended or expelled from the university forfeit all housing room and board fees for the remainder of the semester.

The student must continue to make payments due under this contract unless and until the student receives written approval of cancellation and determination of adjusted payments. Submission of a contract cancellation request does not guarantee approval. Approval of a contract cancellation does not guarantee a waiver of a student's financial obligations. If the cancellation request is approved, the student will be relieved of further non-financial obligations at the time of check out. In the event of a contract cancellation initiated by a student, a prorated charge for the dates in residence and dining will be assessed in addition to a contract cancellation fee. **The fees assessed for cancellation can be found in section 9.4.**

Students who live in campus housing for only a portion of the semester will be assessed dining plan charges on a prorated basis and dining plan flex dollars will be set to zero. Housing charges will be processed as follows:

- A. Students who withdraw and/or move out of a residential facility during early arrival/orientation through the first Friday of classes, for any reason, will be charged the equivalent of prorated room costs for a minimum of five (5) days.
- B. Students who withdraw and/or move out of a residential facility after the first Friday of classes through the last day to withdraw from full semester classes, for any reason, will be charged the equivalent of prorated room costs for their time of occupancy for the semester.
- C. Students who withdraw and/or move out of a residential facility after the last day to withdraw from full semester classes, for any reason, will be charged 100% of the room costs for the semester.

#### 9.1 CANCELLATION BY THE STUDENT

Students may apply for a contract cancellation under the following stipulations and subject to the submission of the proper documentation. Application for cancellation is subject to the final approval of the Office of Residence Life and Housing. Each application will be determined on an individual basis. Students who are still enrolled and leave their assignment during the school year without a release from the contract continue to be financially responsible for room and dining plan charges that accrue while the contract is in effect. Approval of cancellation does not constitute the waiver of a cancellation fee.

- A. The existence of a documented injury, illness, or medical condition that occurs after the contract was signed, which cannot be accommodated within the residence hall system or that necessitates withdrawal from the university.
- B. Induction into the military service or military absences that necessitate a change in residence.
- C. Academically required 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.
- D. The existence of an extenuating circumstance or demonstrated need other than voluntary withdrawal from the university, including drastic reduction in financial resources following execution of the contract, unusual health problems, and other exceptional changes in the student's status.
- E. Voluntary withdrawal from the university during the fall or spring semester or at the end of the fall semester due to graduation, enrollment at another university, or leave of absence.

Any occurrence that prevents the university temporarily from rendering full performance under this contract, such as war, fire, flood, or other disasters, pandemic, epidemic, order or act of a governmental authority, state of emergency and/or strike or work stoppage, whether by university or other employees, shall not constitute grounds for cancellation of this contract by the student.

Students who sign an off-campus housing lease before being approved for a university housing contract release will still be responsible for their housing and dining charges for the academic year. Signing an off-campus housing lease does not serve as a reason for contract cancellation approval or waiver of cancellation fees. **Students are advised not to sign off-campus housing leases until they have been formally notified of their release from the contract.**

## 9.2 CANCELLATION OR TERMINATION BY THE UNIVERSITY

The university may terminate this contract at any time during an academic year due to the violation of any terms of this contract or any policies of the university by the student, including nonpayment. The university reserves the right, in its sole discretion, to refuse admission or readmission to university housing to a student and to cancel the contract for reasonable cause. Students who violate the terms of the contract may be referred to the university conduct system. The university reserves the right to make needed repairs and renovations of student residences. If needed repairs and renovations of student residences render accommodations uninhabitable, and the university cannot furnish other accommodations, the contract shall terminate. In cases of cancellation where a student is not responsible for academic or disciplinary cancellation, a proportion of the room fees already paid will be credited to the student's account in accordance with the university refund policy. The university may also terminate this contract for the following reasons:

- A. Enrollment in a university-sponsored study abroad program
- B. Leave of absence, graduation, or withdrawal from the university
- C. Academic or disciplinary separation from the university
- D. Disciplinary removal from university housing

## 9.3 STUDENT RESPONSIBILITIES UPON CANCELLATION

- A. In the case of a contract cancellation or termination **at any time during the contract term**, students must officially remove all belongings, turn in assigned keys, and officially check-out with housing within 72 hours of being notified to vacate. Students will be considered in campus housing until they are fully checked out of their residence. Charges will accrue until the checkout process is complete. Failure to return the assigned key upon departure to the Office of Residence Life and Housing will result in a charge to the student's account.
- B. If the university cancellation occurs between the fall and spring semesters, the student must complete the checkout process prior to the start of the spring semester.
- C. Failure to comply with university instructions to complete a check out process after the conclusion of this contract, cancellation or termination of this contract, relocation on campus, or move out within three (3) calendar days, may result in the removal and disposal of the student's property at their expense.

## 9.4 CANCELLATION CHARGE

In the event of cancellation of the contract by the student after 72 hours of being assigned a living space, a [cancellation fee](#) will be assessed in addition to all costs associated with the housing assignment and dining plan **for the semester**. These charges are assessed unless they are approved for release under sections 9.1.A - D or 9.2.A - B of the contract.

## 9. SEVERABILITY, NON-WAIVER, & REMEDIES

Willamette University Housing Contract and Community Expectations are intended to comply with all laws applicable to the university. If any one or more of the provisions of this contract, or the applicability of any such provisions to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this contract and all other application of any such provision shall not be affected thereby.

The failure of the university to exercise any right or remedy available as a result of the student's breach of any of the terms, covenants, or conditions of this contract shall not be deemed to be a waiver by the university of any such rights or remedies. No terms or conditions of this contract required to be performed by the student and no breach thereof shall be waived, altered or modified except by an express written instrument executed by the university. The receipt of rent (payment) by the university with the knowledge of the breach of any terms, covenants or conditions of the contract shall not be deemed a waiver of such breach.

Remedies of the university under the terms of this contract are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

## 10. ACKNOWLEDGEMENT

As evidenced by my digital signature below, I certify that I have read the Housing Contract and Community Expectations. I understand that my signature on this contract means that I agree to abide by all the terms and conditions set forth in or incorporated by reference into these rules and regulations and any published housing policy, university policy, or procedure governing student behavior. The signature of the parent or guardian is required if a student is under the age of 18 at the time the contract is signed. The obligations of this contract become the student's when they turn legal age to enter into the

contract.