

WESTERN NEW ENGLAND UNIVERSITY

STUDENT HOUSING AGREEMENT 2023-2024

The terms of this agreement constitute an offer of housing accommodations and participation in a meal plan by Western New England University of Springfield, Massachusetts (hereinafter called the "University".) and acceptance by the Student (hereinafter called the "Student"). Student's participation in the housing/roommate selection process, including submission of a housing application and the non-refundable housing deposit or receipt of a waiver for said housing deposit, constitutes full acceptance of the following terms and conditions.

Violations of this agreement may be addressed through the conduct processes outlined in the Western New England University Student Handbook and may result in substantial financial obligations. Further, Student agrees to be bound by University infectious disease (e.g., COVID) policies and procedures that are communicated through University communications, the Student Handbook, the COVID-19 webpage (<https://www1.wne.edu/coronavirus/>), or any other University communication. Student also agrees to adhere to any local, State and federal mandates pertaining to infectious diseases and/or public health.

Given the nature and extent of information in this document, which the University presumes the Student will read in full, an outline of topics is provided below. (Search topics using "CTRL + F" shortcuts)

- Access to Student Housing

- Hazardous Materials
- Holiday Decorations
- Housing deposit
- Personal and Upholstered Furniture
- Personal Property Damage or Loss
- Pets
- Posting in Residence Hall Windows
- Public Areas of Student Housing
- Quiet Hours and Courtesy Hours
- Reduced Capacity Housing
- Refrigerators
- Requests for Loft Ladders
- Residency Requirement and Billing
- Room Keys
- Room/Suite/Apartment/Townhouse Set-Up & Decorations
- Room/Suite/Apartment/Townhouse Inspections by University Personnel
- Room/Suite/Apartment/Townhouse Inspections by Non-University Personnel
- Safety & Security Related
- Smoke-Free Housing
- Specific Housing Policies
- Special Housing Accommodation Request
- Special Interest Housing
- Storage
- Student Compliance
- Tapestries
- Unforeseen Circumstances
- Weapons, Firearms, Etc.
- Weight Lifting Equipment
- Withdrawal from the University

1. General Housing Policy:

A) RESIDENCY REQUIREMENT: All first-time, full-time undergraduate students are required to live on campus for their first two years unless they meet one of the exception criteria outlined in th

- a) For undergraduate students, though not guaranteed, break housing may be requested, however additional fees apply.
- b) For graduate students break housing is included and there is not an 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.

E) **HOUSING DEPOSIT:**

valuables. The Student understands and agrees that it shall be their own obligation to insure their personal property. Every resident is advised to obtain some type of personal property insurance if

regulations. This includes but is not limited to items delineated in Section 5:
Room/Suite/Apartment/Townhouse Set-Up & Decorations.

- C) 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.
- D) If a Student believes that the condition of University furniture could cause harm or injury, they should immediately notify University personnel, and should stop using the item until it is checked. An online work order should also be completed and the comments section should indicate the Student's belief that the item is unsafe for use.
- E) A Student should lock and secure their assigned living space each and every time the Student leaves the premises. Additionally, even when present, a Student should lock their assigned living space so as to prevent intrusion.
- F) A Student remains fully responsible for what occurs in their assigned space, particularly if the Student fails to secure the living space.
- G)

D) A request for dietary accommodation should be submitted in writing to the Office of Student Accessibility Services. In order to address dietary/meal plan requests in a timely manner, it is highly recommended that information is received by the second week in July. More detailed information is online at the webpage for the office of Student Accessibility Services: <https://www1.wne.edu/student-accessibility-services/students/register-with-sds.cfm>.

12. Alcohol and Drugs: The Student agrees to comply with the University's policies as well as with federal, state and municipal laws and ordinances regarding the possession, use and/or distribution of alcoholic beverages and illegal or controlled substances.

A) The Student agrees that their living space shall not be used for business purposes or for any purpose in violation of University policy and/or federal, state, and municipal laws and ordinances.

B) The University makes a distinction between under-age and legal age residence areas on the campus. The Student agrees to abide by the stipulation that persons who are of legal age may not possess, consume or provide alcohol in any under-age residence facility. These facilities include Berkshire, Commonwealth, Franklin, Hampden, and Windham halls as well as the LaRiviere Center and Plymouth Complex.

C) If a Student is of legal age and resides in one of the residence halls where alcohol is prohibited, whether by choice or by necessity, this stipulation also applies to that student.

D) Any accumulation of alcohol beverage containers (including boxes), such as a trophy wall, is not allowed. Empty containers must be recycled or disposed of on a regular basis. In prohibited areas, empty alcohol containers may be considered as evidence of consumption.

13. Smoke-Free Housing: In accordance with the provisions of the Massachusetts Clean Air Indoor Act of 1988, all residence facilities are smoke-free environments.

A) This restriction includes use of any device such a hookah, electronic cigarettes or vapor smoking devices.

B) Smoking is prohibited within twenty-five feet of a main exit or entrance or operable window or vent of a University-owned, occupied or leased building and University vehicles.

C) Smoking by students and/or their guest(s) is therefore limited to the exterior of the residential units at locations further than twenty-five feet from a main exit or entrance or operable window or vent. Care should be demonstrated when doing so, including the disposal of smoking materials.

D) Should any person(s) set off a fire alarm by smoking, vaping, burning incense or candles in a residence hall they shall be subject to the Code of Student Conduct and receive a fine of \$100.00 fine for the first offense and \$250.00 for subsequent offense(s).

14. Guests /Visitors: A guest is anyone not a student at the University. A visitor is a student at the University who is not assigned to the particular location they are visiting.

- A) The host Student is responsible for the presence and conduct of any guest or visitor.
- B) In that a visitor is a student at the University as well, they may also be held accountable for inappropriate conduct.
- C) Having guests and visitors is a privilege and may be limited or revoked, subject to the determination of University staff.
- D) Displacement and/or inconveniencing of a roommate, suitemate or any other member of the

- K) Excessive noise during final exam study days and the period of examinations
- L) Abandoned personal property (especially electrical devices) and trash removal
- M) Failure to evacuate campus housing when an alarm sounds may result in a monetary fine and/or other judicial action.
- N) Unapproved or unauthorized room change
- O) Fines may also be assessed to individuals and/or groups for tampering with safety equipment (fire extinguishers, fire alarm pull stations, smoke detectors, etc.) and/or activating a false alarm when the specific person(s) responsible are not identified.

16. Room/Suite/Apartment/Townhouse Inspections by University Personnel: The University reserves the right to inspect its housing facilities, and to regulate the use of rooms, suites, apartments, and townhouses in accordance with University policies. University personnel routinely inspect living space at the beginning and end of each academic semester. This may include entry to the living space of approved early arrivals in order to complete the inspection process. University personnel routinely access and check living space during maintenance/health and safety inspections, pre-announced or otherwise.

17. Room/Suite/Apartment/Townhouse Inspections by Non-University Personnel: A visual inspection of campus housing (public areas and/or assigned living space) may occur as deemed necessary or appropriate to the circumstances. Such include, but are not limited to, the following:

- A) The City of Springfield Fire Inspector conducts quarterly inspections of the residence areas. The fire inspector is accompanied by a University employee. This visual tour includes checking randomly selected student rooms, suites, apartments or townhouses. If the fire inspector selects living space that is secured and no one is present, access will be provided by the University employee.
- B) One or more visual inspections by the Building Inspector for Springfield occurs too. The format and approach is the same as the safety inspection tour (see A.).

18. Special Interest Housing: Students who agree to participate in a special interest housing option, and are assigned to this living area, are expected to fulfill terms and obligations unique to this living arrangement. A failure to do so may include reassignment from the living unit, with or without the Student's consent.

19. Reduced Capacity Housing: If bed spaces are unassigned, Students may, at the University's discretion, be given the option to buy-out the space for an additional fee. This fee is billed each semester and is binding for the full academic year.

20. Quiet Hours and Courtesy Hours: Maintaining a living environment where students may study or rest without unreasonable interruption or noise is every Student's responsibility. To

assist in this regard, a time frame for quiet hours and courtesy hours has been established. Unless notified otherwise, the following expectations apply to all residence areas:

A) Quiet Hours begin at 10:00 p.m. on Sunday through Thursday and no later than midnight on Friday and Saturday and remain in effect until 9:00 a.m. the following day.

B) Courtesy Hours are in effect at all other times.

C) During the period of final examinations, a policy of 24-hour quiet hours is in effect. A fine occurs for excessive noise during this time frame.

D) University staff reserves the right to

- c) If a hazardous situation is created by decoration(s), the decoration(s) must be removed immediately. Each Student assigned to the living space will be held accountable, which may include a monetary fine.

23. Emergency Evacuation: Students are expected to immediately vacate campus housing when an alarm sounds or when directed to do so and to report to the designated emergency assembly point or other location, if so designated at that specific time. Students are also expected to participate fully in emergency evacuation drills, pre-announced or otherwise. Failure to comply may result in a monetary fine and/or other judicial action.

24. Closing of University Housing: Unless properly registered and approved to remain in University housing during the Thanksgiving, January/Winter, and Spring break periods, students are required to leave University housing. Access to the residence halls is not permitted during these times. Additional fees may apply when a student is approved for break housing.

During the Summer break, students are required to remove all of their belongings unless they are registered and approved for Summer Housing. Summer room fees will apply.

- A) Unauthorized presence in a residence will likely result in a directive to vacate the residence.

28. Distribution of Information: The University fulfills its responsibility to inform students as follows:

- A) During the academic year, information is routinely distributed to the Student through campus mail (at the assigned mailstop box) and/or their University e-mail address. This information is presumed to have been received and read by the Student.
- B) During other periods of the calendar year, information may be sent to the Student's home address, as indicated in University records. This information is presumed to have been received and read by the Student.
- C) At its discretion, the University may choose to deliver information to the Student's assigned place of residence. This information is presumed to have been received and read by the Student.
- D) At its discretion, the University may choose to deliver mail in a full mail box to the Student's place of residence or home address. A delivery fee will be billed to the Student's account as well as the cost of postage if the mail is sent to the Student's home address.
- E) At the University's discretion, information may be left on a Student's cell phone voicemail.
- F) Information is also provided on the University's website, which should be checked on a regular basis.

29. Final Interpretation and Right to Modification: The final interpretation of all policies stated herein is at the University's sole discretion. Furthermore, the University reserves the right to modify this Resident Student Housing Agreement at any time without prior notification.

30. Student Compliance: The Student recognizes that their participation in the housing selection process constitutes a commitment to observe all stipulations set forth in this agreement. The Student also understands that a failure to comply with these expectations shall subject them to accountability through the judicial process. The StM 7b(s R)-4(e)3(si)-2(dent Student Hous)-3(in)-2(g Agre)5(e)3(m)-2(e)-6(nt)-2(at a)4(DG[)JTJET