Westfield State University
Department of Residential Life
Residential License Agreement (RLA) for the 2014-2015 Academic Year

Westfield State University, under the jurisdiction of the Massachusetts State University System, henceforth referred to as the University, agrees to grant a right of use and occupancy of one residence hall space to (Student Name) hereinafter referred to as the resident, for the academic year, subject to the conditions that this RLA may be terminated without further notice by the University should the resident fail to remain a student in good standing at the University as defined by University and residence hall rules, regulations and policies, or to comply fully with all terms of this RLA. This RLA includes this form, the letter and “Housing Materials for New Students” included in your packet, the “Terms and Conditions”, and the Personal and Living Preferences form you complete online.

Terms and Conditions of this RLA

1. **TERM**: THE RESIDENTIAL LICENSE AGREEMENT (RLA) IS FOR BOTH THE FALL 2014 AND SPRING 2015 SEMESTERS unless you graduate after the Fall 2014 semester or are a new resident for the Spring 2015 semester; or unless this RLA is canceled or terminated as specified below. It shall begin each semester no later than 4:00 p.m. on the day before the first day of classes and shall terminate each semester twenty-four (24) hours after the resident’s last final examination or by 4:00 p.m. on the last day of final examinations, whichever comes first. Each resident is responsible for complete payment of the Room Fee and the Food Service Fee where applicable for both the Fall and Spring semesters, or the pro-rated balance if the student is accepted as a resident during the academic year, except as otherwise provided herein.

2. **ACCEPTANCE OF THIS AGREEMENT**: The signature of the student on his/her RLA signifies that the student has read these TERMS AND CONDITIONS and agrees to abide and be bound by all terms and policies specified in this RLA and each and every other policy or regulation issued by the University regarding residential living.

3. **ROOM RESERVATION DEPOSIT (RRD)**: New students (first year and transfer) must pay a $150 non-refundable Room Reservation Deposit (RRD) AND submit a signed RLA by the applicable deadline to be considered for a room assignment. Returning students must pay a $200 non-refundable Room Reservation Deposit AND submit a signed RLA by the applicable deadline to be considered for a room assignment. Payment of the RRD and the resident’s receipt of an RLA signed by the University will reserve a space until occupancy. At this time the student accepts full financial responsibility for the entire academic year. The RRD will be applied as a credit to the resident’s spring semester room charges.

4. **FINANCIAL OBLIGATIONS**: All charges due under or as a consequence of this RLA (including, without being limited to, all applicable food service plan charges) must be received by the due dates specified in the bills and statements provided by Westfield State University, or Westfield State University may terminate this RLA. Residency may or may not be restored upon repair of a financial obligation.

**A Food Service Plan is required** for all students assigned to Courtney Hall, Davis Hall, Dickinson Hall, Lammers Hall, Scanlon Hall and University Hall. Plans are **optional** for residents in the Apartment Complex, New Hall and Lansdowne Place. No refunds will be made if you miss meals, fail to obtain a proper ID card or otherwise do not utilize your meal plan.
Terms of payment for these fees may be varied only upon written approval for cause by the Executive Director, Residential Services and Campus Life or other authorized official. All Room Fees and Food Service rates are subject to change during the term of this RLA upon approval of the Westfield State University Board of Trustees.

5. **FAILURE TO PAY REQUIRED FEES:** In the event that any of the fees required herein remain overdue or unpaid, the University may withhold from the resident grades and any diploma earned during or after the academic year referred to in this RLA; it may also refuse to register the resident or grant housing for any future semesters.

6. **RESIDENTIAL LICENSE AGREEMENT TERMINATION BY THE UNIVERSITY:** Upon reasonable notice and for good cause, the University reserves the right to terminate this RLA at any time. Examples of good cause include, but are not limited to:
   
a. any change in student status due to academic status decisions, administrative withdrawals, or Student Conduct sanctions;
b. failure to attend classes and/or to remain a full-time, degree-seeking student;
c. failure to comply with state or federal laws, residence hall policies and University regulations;
d. failure to admit a University official or agent for reasonable inspection of the room for health/safety/sanitation standards;
e. failure to comply with a direction or order issued by any official of the University;
f. possession, use or sale of drugs;
g. tampering with life safety equipment or otherwise endangering the safety or security of other residents;
h. failure to occupy the assigned space before the established deadlines for each semester.

Should this RLA be terminated by the University, the student will be required to vacate the residence hall within 48 hours unless special permission has been obtained in writing from the Executive Director, Residential Services and Campus Life or designee. If the student does not vacate within the allowed period, the room lock will be replaced at the student’s expense; and any property of the student remaining in the residence hall room or building may be treated as abandoned property or stored and held under limited access. All charges for removal, disposal, storage, packing and shipping of personal property will be assessed to the student.

Termination for any of the above reasons will result in the student being liable for all charges assessed during the term of this RLA; the student will not receive any refund for current semester room and board fees, will forfeit their Room Reservation Deposit, will be financially responsible for any room damages and unreturned keys, and will be required to properly check out with Residential Life staff.

If Residential Life cancels this RLA, it will prorate all room and meal plan charges for the period after the date the cancellation takes effect according to the University’s refund schedule (See University Bulletin). No refund can be considered or processed until a resident has officially checked out of his/her assigned space. Any check-out done after regular business hours (Monday-Friday, 9:00 a.m.-5:00 p.m.) will be processed as being effective on the next regular business day.

7. **PETITION FOR RELEASE BY STUDENT:**

   This RLA is for the full academic year: early terminations are rarely approved. The student may be request to be released from this RLA by submitting a Petition for Release form to
Residential Life under certain circumstances noted below. In all cases, the petition must be received by July 15, 2014 for release from the fall semester and by December 1, 2014 for release from the spring semester. Costs may be assessed to the student as a result of an RLA release.

This RLA binds you for the entire Term Period unless:

i) Residential Life receives and approves your written cancellation request by July 15, 2014 (January 1, 2015 for new spring check-ins). **ONLY WHEN GRANTED, the student will forfeit his/her RRD and be required to pay a $750.00 Cancellation Fee provided the room can still be rented.** If the room cannot be rented, the student will be responsible for the full room fee.

ii) Residential Life receives by July 15, 2014 for the fall semester or December 1, 2014 for the spring semester (January 1, 2015 for new spring check-ins) your written cancellation request and written confirmation that you will withdraw from the University, begin an approved study abroad or exchange program, or take a leave of absence due to military obligations.

iii) Residential Life receives and approves, at its sole discretion, your written petition to cancel this RLA due to a documented personal crisis.

A student may request, in writing, a release from this RLA under the following conditions with no penalty if granted:

- graduation from the University earlier than anticipated
- a University approved exchange, internship, or military leave.

A student may request, in writing, a release from this RLA under the following conditions:

- withdrawal; transfer to another university; approved request for medical leave of absence; other circumstances the University deems necessary for removal.

**LOSS OF HOUSING DUE TO STUDENT CONDUCT SYSTEM ACTION, ACADEMIC ACTION OR ADMINISTRATIVE ACTION:** Students are not entitled to any refund if dismissed from the residence halls due to Student Conduct findings; or based on academic dismissal or loss of student status due to failure to maintain account in good standing.

8. **OCCUPANCY:** This RLA does not convey any tenancy or other property interest to the student; it creates a licensor/licensee relationship subject to the TERMS AND CONDITIONS stated in the RLA. A room may be occupied by only the person(s) properly assigned to the room. Neither a room assignment nor this RLA is transferable, and occupancy by a student or other person without authorization is not permitted. “Occupancy” is defined by the issuance of a key (or keys) to the student for a specified room and does not require actual physical presence by the student and/or his/her possessions.

9. **VACATION PERIODS:** Residence halls are open to residents during the academic year except for vacation periods and between semesters as specified in the academic calendar and this Agreement. Break and Interim Housing may be offered to residents at an additional charge at our discretion. Scheduling of academic courses during periods when residence halls are closed does not guarantee housing availability.

10. **KEYS:** Keys will be issued at the beginning of occupancy and must be returned at checkout. If a key is lost or not returned, the resident will be charged for a lock change and new keys. Lock changes for lost keys that jeopardize the security of areas other than the student’s own room will result in higher charges. Unauthorized possession of a University key, use of a University key not
officially issued to you, duplication of any University key, or loaning a University key issued to you to any other person is a **major offense** punishable by suspension from housing.

11. **ROOM CHANGES:** Room changes are permitted at specified times of the semester and require advance approval from the Assistant Director for Housing. Illegal room changes, as described in the Student Handbook, may lead to a service charge, return by the resident to their previously assigned space, and denial of moving privileges in the future.

12. **ROOM REASSIGNMENT:** The University reserves the right to reassign a resident to another residence hall space at any time for reasons deemed sufficient by the University, and this RLA will remain in effect and will apply to the student's occupancy of this other space.

13. **REUSE OF ROOMS DURING VACATION PERIODS:** The University may use residential rooms during vacation periods. Upon written notice, the resident must remove personal belongings from the room during any vacation period when the room will be needed by the University.

14. **ROOMMATE CONFLICTS AND ROOM CHANGES:** Residents are expected to treat roommates with respect and consideration and to discuss roommate issues in a mature, constructive, timely manner. Residents are also expected to inform Residential Life staff members as roommate issues arise so that a timely, proper resolution can be achieved. If a roommate conflict has reached an intolerable level and neither party is willing to voluntarily relocate, Residential Life will decide which roommate(s) to relocate.

15. **UNDER-CAPACITY ROOMS, SUITES and APARTMENTS:** The University, at its option, may choose to do either of the following regarding residents living in under-capacity rooms: 1) have students in partially full rooms move in together; or 2) allow students living in under-capacity rooms to pay a “deluxe fee” to retain the room at its current under-capacity status for the remainder of the semester.

   Students living in apartments are responsible for maintaining these accommodations at full occupancy with eligible roster members; failing this, they may be required to move out of their apartment to other on-campus accommodations or to pay an additional pro-rated fee based on the number of vacancies at the University's option. This provision is in place based upon the popularity of apartments and the difficulty faced by the University in making student assignments into partially occupied apartments.

16. **RIGHT TO INCREASE OCCUPANCY:** In the event of a compelling need, the University reserves the right to temporarily increase room occupancy or utilize overflow rooms as long as such increase conforms to prevailing occupancy and health standards. If the University temporarily increases room occupancy or uses overflow rooms, there will be a minimum 10% credit to each resident of the room, except for those in which the students voluntarily remain after being given an option to leave.

17. **WAITING LIST:** The University may, at its discretion, maintain a Waiting List for students who request but do not receive housing, and may require a $35 deposit for placement on the list. Housing is NOT guaranteed for students on the Waiting List. As space permits and at the University’s discretion, a student may be assigned housing from the Waiting List based upon their Waiting List status. Waiting List students’ accounts may, at the University’s discretion, be credited $35 upon receiving housing or being removed from the Waiting List.

18. **USE AND TREATMENT OF PREMISES:** No objects may be hung, dropped, or thrown from windows. Tampering with or altering locks and duplication of University keys are prohibited.
Lounge furniture may not be moved to resident rooms. Removing window screens, sitting on windowsills and leaning out of windows are prohibited. Arrangement of room furnishings must not impede emergency egress. Students are not allowed to have large, upholstered furniture items in the residence halls, as these create potential fire safety concerns and may inhibit access to or exit from rooms in emergencies. Except in emergency situations, residents may not use windows to enter or exit, or access or use rooftops or fire escapes. Tampering with firefighting equipment, turning in false alarms or making a bomb threat will result in a minimum of immediate residence hall suspension. Repeated and/or significant abuse of residence hall property or facilities may lead to loss of housing.

19. CLEANLINESS: Residents are responsible for the cleanliness of their rooms, including suite and apartment common areas, and must maintain reasonable sanitation and safety standards. Waste materials should be removed regularly. In addition, if the University must clean a room, a service charge will be assessed to the residents.

20. PERSONAL PROPERTY: Residents are responsible for their personal belongings and are strongly encouraged to acquire property insurance. Except as required by law, the University assumes NO responsibility for loss of/damage to personal articles by fire, theft or any other cause.

21. DAMAGE POLICY:

a. Personal Damage: Damage to the resident’s room or apartment other than normal wear and tear is considered personal damage. The resident will be responsible for the condition of his/her room, suite or apartment. University staff may inspect each room before, during and following occupancy as needed. Any costs incurred within a room or apartment due to unsanitary conditions, damage, theft, vandalism, removal of abandoned property, or loss of University property issued to the resident will be charged to the resident. Upon departure, residents must return the room to its original condition (excluding normal wear and tear) ready to accept a new resident.

b. Common Area Damages: Damages to lounges, lobbies, hallways, stairwells, kitchens, bathrooms, grounds and other shared areas are considered common area damages. These damage costs are pro-rated among all the residents of the building or section and billed during the academic year or following the expiration of the term of this agreement, at the University’s discretion. An assessment for loss, based upon an itemized estimate of loss from damage, theft or vandalism, will be available to the resident within thirty (30) days of the expiration of the term of this RLA. Students are encouraged to keep hall damages to a minimum and to report information which will permit the University to identify and prosecute individuals responsible for causing damages. Students responsible for repeated or significant damages or extraordinary cleaning charges face sanctions up to and including loss of housing, and restitution.

c. Damage Billing: Common area damages are equally shared by all hall/section residents and therefore may not be appealed. Residents may appeal personal damage charges assessed to them. Appeals of personal damage charges must:
   i. be made in writing by the resident;
   ii. detail which charges are being appealed;
   iii. state the reason for the appeal.

Send damage appeals to Residential Life, Westfield State University, Westfield, MA 01086, ATTN: DAMAGE APPEALS. All appeals must be submitted within sixty (60) days of the billing date to be considered.

The provisions of this paragraph survive the expiration of the term of the RLA.
22. **BEHAVIOR**: All residents are expected to show consideration and respect for other residents and their property; and for University employees, facilities and property. Residents are accountable for any behavior that infringes on individual and group rights, violates University policy or applicable laws, or jeopardizes the health and safety of individuals and property. Residents are responsible for all behaviors that occur in their assigned space. All residents must abide by this RLA, by University policies as found in the Westfield State University Student Handbook, and by State regulations and statutes. Individual residence hall rules and regulations shall also be obeyed so long as they do not conflict with the terms of this RLA. Violation of these regulations may result in the resident’s dismissal from the residence hall and/or other actions consistent with University procedures. Athletic endeavors in or near any residence hall are prohibited unless authorized by residence hall staff. Students with outstanding Student Conduct obligations will be considered ineligible to sign up for housing until such obligations are satisfied.

**IN ALL CASES, students will be held accountable for their behaviors** as they relate to expectations described here, in the Student Handbook, and in other relevant University Policies.

23. **SERVICE ANIMALS AND PETS**: No animals except approved service and assistance animals are allowed in campus housing. A resident with a disability who would like to request the use of a service or assistance animal due to that disability must make this request through the Banacos Center by May 1 for the next academic year (or by December 1 for spring semester occupancy). Animals not approved as a service or assistance animal will be considered pets and are excluded from housing.

24. **ENTRY TO RESIDENT ROOMS**:
   
a. Residential Life conducts health and safety inspections of student rooms as needed to ensure that students are living in a safe, sanitary manner. Advance notice of these routine inspections will be given.

b. University Maintenance staff, Facilities and Operations staff, and/or designees may enter student rooms at any time to perform maintenance. Notice will be provided when University staff members have entered your room.

c. University staff may enter a room in emergency situations that are believed to present immediate danger to students and/or property.

d. The University may authorize an administrative room entry or search based on reasonable grounds for believing the search will yield evidence that the resident is in violation of University/Residential Life policies.

e. Search warrants, based on probable cause that a crime has been/is being committed, are obtained by University personnel as needed.

f. Consistent with the University’s Fire Alarm Protocol, fire alarms will necessitate a health and safety check of each room to ensure building evacuation. Staff members are obligated to report any University policy violations noted during room checks.

25. **GUESTS**: Residents may entertain guests only in accordance with applicable visitation policies (see Student Handbook). All persons who are not Westfield State University students and who wish to stay overnight must be registered as guests. If another resident’s space is to be shared or used, permission for use must be obtained in advance. The host is responsible for guest behavior, whether the guest is a resident, non-resident, or non-student. **The rights of residents of a room supersede the rights of any guests or visitors.**

26. **ALCOHOL AND DRUGS**: Alcohol and drug policies contained in the Student Handbook will be strictly enforced in all residence halls.
27. **SMOKING and TOBACCO USE**: Westfield State University is a smoke-free and tobacco-free campus. Smoking and tobacco use are expressly prohibited on the entire campus, including all residence hall areas.

28. **WEAPONS**: Possession, storage or use of any weapon (including firearms or other dangerous or illegal devices) is prohibited on the University campus and will result in a recommendation of loss of housing.

29. **FIRE SAFETY**: Any permitted electrical appliances must be used in accordance with the guidelines specified in the Student Handbook. Prohibited appliances will be confiscated upon discovery and disposed of or donated to a charitable organization. Electrical appliances prohibited in resident rooms: air conditioners, any devices which extend outside windows or doors, “George Foreman grills” or similar devices, halogen floor lamps, heat lamps, heaters, hotplates, hotpots, sandwich makers, toasters, toaster ovens, microwave ovens, and devices judged by the Executive Director, Residential Services and Campus Life or designee to be unsafe in this living environment. Doorways, stairwells, windows, and hallways must remain unobstructed. Room decorations must not constitute a fire hazard.

30. **SOLICITATION**: Commercial activities, solicitations or advertisements are prohibited in or near University residence halls.

31. **HEALTH SERVICES**: All residents must have an up-to-date physical examination and medical history form on file with the Health Services Office. All residents are required to be covered by health insurance; contact the University Health Services Office for specific information. University personnel are not responsible or liable for administering to a resident’s medical needs.

32. **COUNSELING SERVICES**: Westfield State University is an academic institution with limited support services. As such, the University is not capable of preventing students from engaging in self-destructive behaviors. Any incidents involving self-harming or suicidal comments or behavior may subject students to either a) conditional residency at the University’s sole discretion based upon release of information provided by care providers, and/or completion of and compliance with a behavioral contract, or b) immediate residence hall removal for the remainder of the academic year by the University.

33. **PARKING**: All residents are bound by University parking regulations available at the Department of Public Safety.

34. **ADMINISTRATIVE HEARINGS**: If the Vice President, Student Affairs or designee shall determine that a student’s presence on campus constitutes a danger to persons or property, the University may immediately suspend the student from housing on an interim basis, as described in the Student Handbook.

35. **NON-DISCRIMINATION POLICY**: The University prohibits discrimination on the basis of religion, race, creed, age, gender, gender identity, veteran status, color, disability, sexual orientation or national origin in the assignment of persons as roommates or any other legally-protected basis.

36. **ADDENDA**: Housing rules and regulations appearing in the most recent Student Handbook, as revised from time to time by the Department of Residential Life, are made a part of this RLA.

The term of this RLA is the FULL ACADEMIC YEAR (both the fall and spring semesters). I understand that this agreement is legally binding and that I am responsible for making all
required payments as outlined in the Terms and Conditions for both the fall and spring semesters. I understand that releases from this RLA are typically granted only for students who graduate, transfer, or withdraw from the University during the academic year; and that, at a minimum, forfeiture of my Room Reservation Deposit and payment of a $750.00 Cancellation Fee will apply if this RLA is terminated prematurely.

By checking the ‘I Agree’ box below and clicking ‘SUBMIT’ I, the resident, have read and do understand the conditions of this RLA as contained on this page and in all attachments listed above and agree to comply therewith. I certify that I will abide by and be bound by this RLA’s regulations, as well as the Westfield State University Handbook and other applicable University and State regulations.