

Roger Williams University
Department of Residence Life and Housing
2021-2022 Housing Contract

1. TERMS AND CONDITIONS OF CONTRACT

- A. Roger Williams University ("University") regards education as more than a means to an end and more than merely a classroom experience. We inspire and educate students to lead fulfilled lives by ensuring they acquire the knowledge, skills and habits of mind necessary to become reflective, responsible individuals who interact with society in mutually rewarding ways. The Department of Residence Life and Housing program contributes significantly to the achievement of these educational goals by fostering a safe and inclusive residential community for students to enhance their interpersonal skills. Through our holistic approach to student development, we engage, support and challenge students to be contributing scholars in the world. We strive to support students in becoming their true selves while creating a meaningful and memorable residential experience.
- B. The University does not discriminate against any person on the basis of race, color, religion, national or ethnic origin, age, sex, sexual orientation, gender expression or identity, disability, veteran status, or any other legally protected basis in admission to, access to, employment in, and treatment in its programs and activities.
- C. This Housing Contract has been prepared to provide you with information regarding the policies and regulations that have been adopted in order to carry out these educational objectives. All residents are responsible for complying with the content, procedures and policies of this Contract.
- D. All decisions regarding University housing policy will be presented in writing. No oral representations about University housing by University employees or representatives are binding. Students will be held responsible for having knowledge of and adhering to information presented in Residence Life and Housing newsletters, voice mail and/or email messages and any notices sent to rooms/apartments and/or posted in living areas.
- E. **If a student is not required to live on and they no longer reside on campus or if a student is released from their housing contract for any reason including but not limited to: moving off campus, commuting from home, conduct review or academic removal, housing is not guaranteed. Students looking to return to housing after time away may request to be added to a housing waitlist and may be placed in available spaces at the discretion of the Department of Residence Life and Housing before or during a semester.**

2. TWO-YEAR RESIDENCY REQUIREMENT

- A. **First and Second year students are required to live in University Housing.**
- B. **Transfer students with less than two years of college experience are required to live in University Housing.**
- C. Students with circumstances matching the following criteria may be exempt from the housing requirement:
 - i. Students living within 40 miles of the University campus who will commute from a parent or guardian's residence (proof of residency with a parent or guardian may be required);
 - ii. Married students;
 - iii. Students with dependents;
 - iv. Students who have been declared as independent or are over 21 years of age;
 - v. Veterans of the military;
 - vi. Transfer students who have more than two years of college experience;
 - vii. Students with a documented and approved medical or disability condition that require housing accommodations that RWU is unable to provide;
 - viii. Students participating in a study abroad program;
 - ix. Students enrolled in fewer than 12 credits;
 - x. Students under 17 years of age; or
 - xi. Students approved for a Medical Leave of Absence
- D. Students who do not fit the above criteria and are requesting an exemption of the two-year residency requirement must submit documentation in writing to the Director of Residence Life and Housing, or their designee, utilizing the Two-Year Residency Requirement Waiver Form via the Housing Self-Service Portal.

3. DURATION AND BINDING NATURE OF CONTRACT

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

4. APPLICATION, PAYMENT, AND ASSIGNMENT PROCEDURES

- A. Students are required to complete a housing application and electronically sign the Housing Contract via the Housing Self-Service Portal in order to reside in University Housing and be in adherence with all conditions outlined in section 4 of this contract.
- B. Student must make a \$350.00 Housing Deposit online at <https://rwu.afford.com>. There is no refund of the housing deposit once a space is assigned or reserved through the housing selection process. **If a student withdraws from housing for any reason including but not limited to conduct sanction, academic suspension, transferring, etc., any time before or during the academic year, a Housing Cancellation Fee of \$350 in addition to other charges outlined herein, will be charged to the student account.** If a space is not reserved or assigned, the deposit will remain on the students account and go toward any outstanding balance.
- C. All residents must pay a Damage Deposit of \$350.00, which deposit is separate from the Housing Deposit.
- D. All incoming students must complete an electronic Roommate Matching Characteristics Questionnaire Form.
- E. All applicable charges must be paid to the University by the student on a term basis, in accordance with the housing assignment made by the University. The deadline for full payment is July 1st for the Fall semester and January 2nd for the Spring semester.
- F. A room reservation is conditioned upon **full-time** registration (by April 16th for the fall semester and November 26th for the Spring semester). **Housing is not guaranteed if payment or registration is completed after the registration deadlines.**
- G. Residents living in Maple, Cedar, Willow, Baypoint, Stonewall, the suites in North Campus Residence Hall and any other traditional residence halls operated by Roger Williams University must subscribe to a full board plan with Dining Services.
- H. **ACCOMMODATIONS.** To qualify as a disability-related need covered under the Americans with Disabilities Act (ADA), the student must have a current condition that substantially limits a major life activity that is documented by a qualified evaluator, and the accommodation requested must be deemed reasonable and appropriate. A diagnosis, in and of itself, does not automatically qualify the student for the requested accommodations. Students who want to request disability-related housing accommodations (e.g., single room, access to private bathroom or sink, emotional support animal) must receive prior approval through the Student Accessibility Services Office. Information about the process and the application can be found on the following website: <https://www.rwu.edu/undergraduate/student-life/living-rwu/request-accessible-housing-accommodations>.

5. CONDITIONS GOVERNING CANCELLATION OF CONTRACT.

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

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

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

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.

- C. REFUND POLICY / FEE ADJUSTMENT POLICY. The amount of the housing refund/adjustment resulting from an approved Contract Cancellation Request is in alignment the Roger Williams University Refund Policy
- i. Prior to the first day of classes – Forfeit deposits
 - ii. Within the first week of classes – Prorate room and board and forfeit deposits
 - iii. Within the second week of classes – 80% of room and board credited to account
 - iv. Within the third week of classes – 60% of room and board credited to account
 - v. Within the fourth week of classes – 40% of room and board credited to account
 - vi. Start of the fifth week – no credit of room and board
 - vii. In each case, a \$350 cancellation fee will also be assessed.
- D. CANCELLATION BY THE UNIVERSITY.
- i. The University may terminate this Contract prior to the expiration date of any given academic year in the event that the student should violate any terms of this Contract or any policies of the University. Students who violate the terms of the Housing Contract may be referred to the Office of Student Conduct and Conflict Resolution. The University will terminate this Contract prior to the expiration date for the following reasons:
 1. Enrolled in a University-sponsored study abroad program
 2. Withdrawal or leave of absence from the University
 3. Academic or disciplinary separation from the University
 4. Disciplinary removal from University Housing
 5. Graduation from the University
 - ii. In such case, the Student must officially remove all belongings, turn in room key (if applicable), and officially check-out with the Department of Residence Life & Housing within 48 hours of notification. Students who fail to complete this process will continue to accrue daily housing charges until the move-out/check-out process is completed.
 1. 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.
 - iii. The University reserves the right, in its sole discretion, to refuse admission or re-admission to University housing to a Student and to cancel the Contract for reasonable cause. In cases of such cancellation, a pro-rated portion of the Room Fees already paid will be credited to the Student's account in accordance with the University refund policy as outlined in section 5C of this Contract.

- iv. If the accommodations assigned to the Student are destroyed or otherwise rendered uninhabitable through no fault of the Student, and the University cannot furnish other accommodations, the Contract shall terminate and a pro-rated portion of the Room and Board Fees already paid for the remainder of the Contract Period will be applied to the Student's account.
- E. 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 pro-rated portion of the Room and Board Fees already paid for the remainder of the Contract Period will be applied to the Student's account.
- F. **Fall Pre-Term Cancellations & Fee Schedule**
 - i. A student who desires release from the Housing Contract prior to the scheduled Residence Hall Opening Date for the Fall Term, but does not meet the criteria listed for termination through the Contract Release Process (outlined in paragraph 5B), may elect to pay a Pre-Term Cancellation Fee in addition to the non-refundable Housing deposit. A Fall Pre-Term Cancellation Form must be completed and submitted by the Student before the dates specified in the fee schedule (below) in order to be considered for this option.
 - ii. **Fall Pre-Term Cancellation Fee Schedule**

Cancellation Period	Start Date	End Date
No cancellation Fee Period	Application Release	March 26 th (unless already assigned) ¹
\$350 Cancellation Fee Period	March 27 th	May 31 st
\$500 Cancellation Fee Period	June 1 st	June 30 th
\$750 Cancellation Fee Period	July 1 st	July 31 st
\$1,000 Cancellation Fee Period	August 1 st	Business day prior to Fall Residence Hall Opening Date

- 1. If a student is assigned before the March 26th "No Cancellation Fee Period", their "No Cancellation Fee Period" ends on the date that they are assigned.

- G. **LEAVING HOUSING WITHOUT APPROVAL.** Students who leave University housing prior to the expiration of this Contract for any reason that is not approved by the Department of Residence Life and Housing will be responsible for all charges/fees for University housing for that entire academic year including the meal plan for both fall and spring semesters.

6. CONDITIONS OF OCCUPANCY

- A. Student occupancy in University Housing facilities is conditioned upon continued full-time registration and attendance in good standing as a student of the University, payment of all tuition, fees, charges, and assessments and compliance with all rules and regulations of the University.
- B. A University Housing space is provided only when the University is in session. Residents are not permitted to enter University Housing facilities prior to the opening of the residence halls without approval from the Department of Residence Life and Housing.
- C. **BREAK PERIODS.** Residents must vacate their living space during break periods. These periods include Thanksgiving Break, Winter Break, Spring Break, Summer and when otherwise stipulated by the Department of Residence Life and Housing.
- D. **CONTRACT EXTENSIONS.** Students with a legitimate academic need or students with severe or extenuating circumstances may apply for a Contract Extension through the Housing Self-Service Portal and must adhere to the deadlines established by the Department of Residence Life and Housing. Students who are approved for contract extensions (granted exceptions to come early, stay late or stay during a break period) will generally be assessed a fee of \$50.00 per night of occupancy. Residents who arrive early, stay late, or remain in housing without permission from the Department of Residence Life and Housing will be required to leave immediately, be assessed fees as noted above, and/or will be referred to the Office of Student Conduct and Conflict Resolution.
- E. **END OF SEMESTER.** At the end of each semester, residents are required to vacate their living space no later than 24 hours after their last final or at the official time all residence halls close, whichever time comes first.
- F. **CLOSINGS.** University Housing Facilities will close as announced by the Department of

Residence Life and Housing via posted notice/University email. Students must vacate their living space by the time indicated in the posted "closing" notice. Failure to vacate and properly close the room may result in a fine and/or conduct review.

G. OPENINGS. Opening dates and times will be announced in writing in advance.

7. MISSING STUDENT NOTIFICATION POLICY AND PROCEDURE

- A. A resident who expects to be away from their residence hall for four or more consecutive days while classes are in session is urged to inform their resident assistant (RA) and provide information about whereabouts and contact information in case of an emergency. Students are responsible for informing their parents/guardians of such an absence to avoid alarming them if they are unable to contact their student.
- B. Roger Williams University has established a Missing Student Notification Policy and Procedure for Students Living in On-Campus Residence Halls that allows students to designate an individual(s) to be contacted by the University if the student is determined to be missing by the Department of Public Safety or local law enforcement. The policy is available at the following URL: [https://www.rwu.edu/sites/default/files/downloads/RWU Missing Student Notification Policy and Procedure.docx](https://www.rwu.edu/sites/default/files/downloads/RWU_Missing_Student_Notification_Policy_and_Procedure.docx)
- C. It is important that all students maintain current emergency contact information on file with the University, regardless of whether they live in an on-campus residence hall or off-campus. Students should designate and update, as necessary, their emergency contact information in the Emergency and Missing Student Contact Information Section of Roger Central.
- D. To designate or update missing student contact information and emergency contact information, complete the following steps:
 - i. Log into rogercentral.rwu.edu
 - ii. Select "User Options" on the left side menu
 - iii. Select "Emergency Information"
 - iv. Make appropriate updates

8. HOUSING ASSIGNMENT POLICY

- A. The Department of Residence Life and Housing is responsible for developing and implementing a process in assigning University Housing to students. While efforts will be made to honor residence hall and roommate requests, **the University reserves the right to make assignments and whatever reassignments or adjustments that may be deemed necessary.** Each student agrees to meet the terms of the room assignment procedure as publicized by the Department of Residence Life and Housing. Failure to meet these terms may forfeit the student's right to a housing assignment.
- B. In order to accommodate a maximum number of students and to effectively use existing facilities, it may be necessary to assign some students to temporary accommodations. Withdrawals and cancellations will usually permit these students to be transferred to permanent rooms or apartments assignments. The University will determine the number of students to be assigned to each room or apartment. No more than this number of residents will be permitted in each area.
- C. Each August, the University will inform students whether or not the use of possession of alcoholic beverages will be permitted in the various residence areas. The University reserves the right to change the status of a residence hall or area during the year. Students who are unsure about the specific alcohol policy for the living area they reside in should contact their RA, Community Director, or the Department of Residence Life and Housing
- D. The University reserves the right to change room or hall assignments or to consolidate vacancies by requiring students to move when necessary. **When a vacancy occurs, the University reserves the right to assign a new occupant.** If the student already assigned to the room/apartment is resistant to the new occupant moving in, the current resident may be reassigned. This open space should be readily available with no inconvenience to the newly assigned student. It is the responsibility of the student already assigned to the room to insure the readiness of that space. This means that the current occupant must maintain the following conditions: beds/mattresses be separated and dressers/drawers/closets (or any other furniture provided by the university) must be kept empty, unused and clean. Failure to prepare the space for a new occupant may result in a fine and/or conduct review.
- E. The University reserves the right to make housing assignments, to move a student to another housing facility, consolidate open spaces and to remove a student from University Housing, when, in the University's opinion, general living conditions for any resident or the well-being of the

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

9. ROOM/APARTMENT CHANGES

- A. Room changes are generally permitted throughout the academic year except for designated periods during the semester as stipulated by the Department of Residence Life and Housing. Students must follow the policy and procedures in room changes as announced by the Department of Residence Life and Housing. **No room changes will be permitted for at least the first two weeks of any semester to allow the Department of Residence Life and Housing the opportunity to ascertain where housing vacancies are located.** Room changes will also not occur while students are in temporary housing. Students that request a room change are responsible for any financial difference from one living area to another.
- B. No student will vacate, exchange, or transfer rooms/apartments without prior written authorization from the Department of Residence Life and Housing. **Students who do so may be referred to the Office of Student Conduct and Conflict Resolution.** Students who withdraw from University Housing without properly notifying the Department of Residence Life Housing and completing the appropriate paperwork will be assessed a \$50.00 improper checkout fee and an additional \$65 if their key is not returned. Students are not permitted to lease/sublease/rent any portion of the room/space/apartment.

10. RESPONSIBILITIES OF ROOM AND APARTMENT USE

- A. CHECK-IN/CHECK-OUT REQUIREMENTS. Students are responsible to check-in and check-out of assigned rooms as stipulated by the Department of Residence Life Housing. All students, for their own protection, are required to complete a **Room/Apartment Condition Report** form at the time they move into and leave University Housing or when a room change occurs throughout the academic year. Failure to do so prevents verification of room condition at the time of moving in when that condition is compared against the room condition at the time of moving out. In such cases, occupants must accept the University's assessment of damages. Students who complete an express checkout form waive their right to appeal any damages. A final inspection and damage assessment of all rooms/apartments will take place by University professional staff after all residents have vacated the residence halls. Students can refer check-in/check-out questions to their RA, their Community Director, or to the Department of Residence Life and Housing.
- B. KEYS/LOCKS. The University provides a lock for the exterior door of each room or apartment in University operated housing facilities. The student agrees to refrain from using additional locks or other security devices on any doors (including bedrooms) or to change any existing locks. The duplication of any keys is strictly prohibited. Each student must return all room or apartment keys at the end of the academic year, at the time of an authorized room change or upon withdrawal from the University. Room and apartment keys must be turned in **at the time of check-out**, within those guidelines stipulated by the Department of Residence Life and Housing.
 - i. Failure to return all keys will result in a fee being assessed to the student for a door lock change and a new full set of keys. In the event an occupant loses a room/apartment key, the student must report this to the Department of Residence Life Housing and follow the guidelines stipulated by the Department of Residence Life and Housing to be reissued a key. A fee will be charged to occupants for replacement of lost keys and/or door lock changes.
- C. ROOM AND APARTMENT PAINTING/FURNISHINGS/CARE. Students are not permitted to remodel, paint or to make any structural changes to the premises, outside or inside, nor to attach, detach or remove any furniture, or repair any damages. Rooms and apartments are supplied with appropriate basic furnishings, as determined by the Department of Residence Life and Housing. Students are not permitted to remove any furnishings, appliances, or equipment from their living quarters or other part of the University. No University furnishing may be placed outside. The University has the right to enter a student room for repairs, general maintenance of residential

facilities, cleaning, and health & safety inspections.

- i. Students are responsible for cleaning their assigned room or apartment and for returning living areas to the University in like condition, normal wear and tear excluded, upon withdrawal from University Housing. Repairs to any damages created in a room or apartment must be repaired by the appropriate University Department. **Students are not permitted to make their own repairs.**
- D. WORK ORDER REQUESTS. To submit a work order through SchoolDude (RWU's work order system), follow these steps:
 - I. Log into the Facilities Work Order System (first time users, follow set-up prompts)
<http://www.myschoolbuilding.com/myschoolbuilding/mygateway.asp?acctnum=845191594>
 - II. Complete the Maintenance Request Form: Select location, indicate area/room number, and provide a description of the problem or request
 - III. Click Submit (The password is "password")For questions or updates related to submitted work orders, please contact the Department of Residence Life and Housing.
- E. ROOM/APARTMENT/PROPERTY AND BAG INSPECTION. The University reserves the right to inspect bags, rooms/apartments, and student personal belongings/property/vehicles including but not limited to cell phone, computer and other means of communications, for alleged policy, fire, health, and safety violations in addition to scheduled health and safety inspections and take appropriate steps to resolve any unsafe or unsanitary conditions. Bag checks may be completed either inside or outside a building by any University staff member.
- F. GUEST POLICY. Residents may have guests overnight in their assigned rooms and apartments for a maximum of three days and two nights at any one time and must complete any necessary forms or paperwork as directed. Residents hosting an overnight guest must have permission from ALL roommates in the room/apartment. Residents are responsible for the conduct of their guests at all times and are responsible for escorting them while the guest is on campus. Residents will be held accountable for their guest's actions via the student conduct process. Residents are also held accountable for intentional abuse of the guest policy. The minimum age for an overnight guest is 16. University students who wish to host a guest under the age of 18 must get permission in advance from the Community Director of their residential community and complete the release form that can be obtained from their Community Director or from the Department of Residence Life and Housing. To obtain a RWU Guest Pass, please complete the Guest Registration Form found at the following URL:
<https://www.rwu.edu/undergraduate/student-life/living-rwu/rwu-guest-pass>
- G. NOISE/QUIET HOURS/COURTESY HOURS. It is the responsibility of residents to always be courteous and to maintain reasonable conditions for studying throughout the day. The right to study and sleep precedes any other privileges such as visitation and/or excessive noise. Noise levels should be limited so as not to disturb other residents - there are always 24-Hour Courtesy Hours. The Department of Residence Life and Housing has the responsibility to determine Quiet Hours guidelines for all residence hall facilities. Quiet Hours are defined as hours in which residents and visitors shall be quiet as determined by the Department of Residence Life and Housing. The Residence Hall Council of each residence hall determines the specific quiet hour timeframe from the Residence Life and Housing guidelines.
- H. SMOKING/TOBACCO POLICY. All residence halls including apartments are smoke-free. Smoking is only permitted at designated gazebos. The use and possession of Hookahs and the use of vaporizers, juling devices and other tobacco smoking devices is not permitted in any residence halls including apartments.

11. DAMAGES

- A. Students are responsible for the cost of repairs for any damages they cause to the living area or any other area of University operated property. Each student is also responsible for damages caused by their guest(s).
- B. Damage repair costs completed during the agreed upon time of occupancy will not be taken from the Housing Damage Deposit but will be paid by the student upon completion of the repairs. Damage assessments made during the academic year, at the end of the year, when a student withdraws from the Housing and/or upon graduation from the University must be paid by the student upon presentation of the bill by the University if in excess of the Housing Damage Deposit. If the bill is not in excess of the Housing Damage Deposit, the damage assessment will be deducted

- from the Damage Deposit. Students are not permitted to make repairs themselves.
- C. Students may be assessed a charge for any of the following - although not limited to - conditions which exist in the living quarters at the end of their occupancy:
- i. Furniture left unassembled or missing
 - ii. Personal belongings/furniture left in room/apartment
 - iii. Room left dirty – Excessive cleaning of floors, carpets, walls etc.
 - iv. Room painted
 - v. Ceiling tiles damaged or missing
 - vi. Smoke detector, smoke covering, or sprinkler system damaged or missing
 - vii. Fire emergency egress chart missing
 - viii. Window blinds, and/or screens damaged or removed from windows
 - ix. Cinder blocks left in room/apartment
 - x. Fumigation due to illegal pets
 - xi. Writings, graffiti, or damage on room/apartment door, walls, floors or furniture
 - xii. Patching and painting of holes
 - xiii. Repair/replacement of appliances
- D. Charges for malicious damage to corridors, elevators, stairwells, bathrooms and common areas may be apportioned amongst all students assigned to those facilities unless the responsible party is identified.
- E. **Any appeals to damage charges must be submitted in writing, by the student, to the Department of Residence Life Housing within 60 days after the date of the assessment. This form can be found on the Housing Self-Service Portal. Appeals submitted after 60 days will not be reviewed and be deemed automatically denied.**

12. LIABILITY

- A. The University assumes no responsibility of any kind for loss or damage to personal property in University housing caused by fire, water, theft, the actions of other students, guests or other individuals, or any other cause whatsoever. Personal property stored in University housing shall be, at all times, stored at the owner's risk. This includes but is not limited to food items that may spoil due to a power outage or other power/electrical issues during the academic session or break periods. Each student is urged to lock their room/apartment at all times. **All students are strongly encouraged to carry adequate personal property insurance.**
- B. Upon the vacating of, or withdrawal from, or removal from the University or University Housing, the student must remove their personal belongings within twenty-four (24) hours. If the student fails to remove all of their personal property within this time span, then the property shall be deemed as abandoned and disposed of by the University in its sole discretion.

13. STUDENT RIGHTS AND RESPONSIBILITIES

- A. Each student is required to use the premises in such a manner as to comply with all local, county, state, and federal laws. Residents will not use the premises or permit them to be used for any disorderly or unlawful purposes or in any manner which is offensive to any other resident of the University as determined by the University. All students agreeing to live on the Roger Williams University campus consent to abide by the rules and regulations of the University as set forth in this Contract, the [University Catalog](https://www.rwu.edu/academics/registrar/university-catalog) and the [Student Handbook](https://www.rwu.edu/student-handbook), as well as any other Residence Hall or University regulation which may be promulgated hereafter to meet the specific needs of the students or the University. Both documents can be found at the following URLs:
- i. University Catalog: <https://www.rwu.edu/academics/registrar/university-catalog>
 - ii. Student Handbook: <https://www.rwu.edu/student-handbook>
- B. **STUDENT RIGHTS.** Students have the right to be protected from the following inappropriate activities, therefore the following rights are afforded students living on-campus:
- i. Right to a safe environment
 - ii. Right to an environment free of electrical hazards
 - iii. Right to live in an environment that honors federal, state, and local laws on alcohol and drug use
 - iv. Right to a clean living area
 - v. Right to be protected from unwarranted damage bills
 - vi. Right to be protected from physical harm
 - vii. Right to live in an environment where people respect the living area they share

- viii. Right to an orderly, reasonable living environment conducive to study and life skills development
- C. STUDENT RESPONSIBILITIES. In addition to these community rights, students must maintain an environment founded on the principles of mutual respect for peoples' rights and property. Therefore, students have a responsibility to:
- i. Become familiar with and fully uphold the rules and regulations of this community so that they may participate in it as active, positive members. These rules and regulations include, but are not limited to:
 - 1. [Residence Life and Housing Policies](#)
 - 2. [Student Code of Conduct](#)
 - 3. [Sexual Misconduct/Gender-Based Misconduct Policy and Procedures](#)
 - 4. [Off-Campus Policies & Rules](#)
 - 5. [Alcohol and Drug Policy](#)
 - 6. [Medical Amnesty Policy](#)
 - 7. [Parking Rules & Regulations](#)
 - 8. [COVID-19 Student Community Pledge & Roger's Compact](#)
 - ii. Themselves, to ensure they act in a safe manner
 - iii. Ensure that parking policies are administered fairly
 - iv. Maintain responsibility for and control of one's life and choices (control is given up when one chooses to violate the rights of others in the community and/or regulations set up to protect those rights)

14. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards: Important Information for Residents of Almeida Apartments, Baypoint Inn, Cedar Hall, and Maple Hall

Federal & State Lead Warning Statement

"Every lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real property is required to provide the lessee with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to rental."

University's Disclosure for Almeida Apartments

- A. Presence of lead-based paint and/or lead-based paint hazards:
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.
☒ **University has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**
- B. Records and reports available to the student:
☒ University has provided the student with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).
 - 4/28/2011 Analytical Testing Report: Paint chip from 400 Bldg. Apartment Porch. Sample is "Lead-Free" per RI DOH.
 - 4/28/2011 Analytical Testing Report: Paint chip from 400 Bldg. Apartment Ceiling and Wall. Sample is "Lead-Free" per RI DOH.☐ University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

University's Disclosure for Baypoint Residence and Conference Center and Cedar Hall

- A. Presence of lead-based paint and/or lead-based paint hazards:
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.
☒ **University has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**
- B. Records and reports available to the student:
☐ University has provided the student with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).
☒ **University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

University's Disclosure for Maple Hall

- A. Presence of lead-based paint and/or lead-based paint hazards:
☒ **Known lead-based paint and/or lead-based paint hazards are present in the housing. Sample taken in student room determined to be "Lead-Safe"**
☐ University has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and reports available to the student:
☒ **University has provided the student with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).**
 - 8/14/2008 Analytical Testing Report: Paint chip from residential room. Sample is "Lead-Safe" per RI DOH.☐ University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Student's Acknowledgment:

By accepting the Roger Williams University Housing Contract, the student is certifying that they:

- a. have received copies of all information listed above. Copies are available through the Department of Environmental Health and Safety: (401-254-3781 / 401-254-3494 or cconley@rwu.edu / ksouza@rwu.edu)

- b. have received the pamphlet *Protect Your Family from Lead in Your Home* with the Rhode Island insert "What You Should Know About the Rhode Island Lead Law". The pamphlet is available on RWU EHS website at: <http://rwu.edu/about/university-offices/ehs/occupational-safety/lead-based-paint>
- c. has either
 - i. spoken with RWU Department of Residential Life and Housing prior to signing this document and received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - ii. waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

15. ROGER WILLIAMS UNIVERSITY AND ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW NON-DISCRIMINATION POLICY

Roger Williams University and Roger Williams University School of Law do not discriminate against any person on the basis of race, color, religion, national or ethnic origin, age, sex, sexual orientation, gender expression or identity, disability, veteran status, or any other legally protected basis in admission to, access to, employment in, and treatment in its programs and activities. Inquiries regarding the application of this Non-Discrimination Policy may be referred to the following:

- Amy Lanoie, Management Specialist, Roger Williams University, One Old Ferry Road, Bristol RI 02809, Telephone: 401-254-3190;
- Assistant Secretary for Civil Rights, U.S. Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW, Washington, DC 20202-1100, Telephone: 1-800-421-3481; or
- Boston Office, Office for Civil Rights, U.S. Department of Education, 8th Floor, 5 Post Office Square, Boston, MA 02109-3921, Telephone: 617-289-0111.

The Equal Employment Opportunity Coordinator is Amy Lanoie, Management Specialist, Roger Williams University, One Old Ferry Road, Bristol, RI 02809, Telephone 401-254-3190

Coordinator of Title IX of the Education Amendment of 1972, and Coordinator of the Age Discrimination Act of 1975 is Jen Stanley, Roger Williams University, One Old Ferry Road, Bristol, RI 02809, Telephone 401-254-3123

The Coordinator of Section 504 of the Rehabilitation Act of 1973 is Diana Proto, Director of Student Conduct and Conflict Resolution, Roger Williams University, One Old Ferry Road, Bristol, RI 02809, Telephone 401-254-3533.

The University Deputy Title IX Coordinator for student matters Jen Stanley, Roger Williams University, One Old Ferry Road, Bristol, RI 02809, Telephone 401-254-3123

16. Acknowledgement

As evidenced by my digital agreement or signature below, I (we) certify that I (we) have read and understand the Terms of the Housing Contract. When accepted by the University and upon receipt of the Housing Deposit, this Contract constitutes a binding agreement for the full academic year. In signing this Contract, I (we) agree to abide by the terms of this Contract. It is further agreed and understood that the undersigned Student shall not make or permit any use of the Residence which would violate civil law or University regulations; would be potentially dangerous to life, limb or property; or would interfere with the study, sleep, or comfort of any resident or neighbor. The Student agrees to promptly and fully comply with verbal or written instructions by designated representatives of the University with reference to the conditions of this University and to act as a responsible member of the University community.

Student Name (Print)

Student Signature

Date

The signature of the parent or guardian is only required if a student is under the age of 18.

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date