

Residence Life Housing Agreement for 2023-2024

Terms and Conditions for Student Placement in the Waldorf University Campus Housing

THIS AGREEMENT is by and between Waldorf University (a non-profit corporation licensed, organized and existing under the laws of the state of Iowa) hereinafter referred to as "the university" and (please print):

First Name: _____ M.I. ____ Last Name: _____

a student at the university hereinafter referred to as "the student". The university having previously received an application from the student for placement into its on-campus Residence Life Program, now hereby offers such placement to the student. The student accepts the university's offer and agrees to abide by all terms and conditions in this agreement.

The University's Residence Life Program is a co-curricular educational program that is an integral part of the university's educational mission. The purpose of the program is to facilitate development of character and leadership skills of individual student residents while teaching the students about the balance of personal freedom with responsibility which is encouraged through activities, policies and rules.

This Residence Life Agreement creates a privilege for students placed into the Residence Life Program to use the University's on-campus residential housing, subject to the conditions of this agreement and University regulations.

1. Eligibility: The university reserves the right to limit placement in its residence life housing program to those students who meet its eligibility requirements, whether set forth in this agreement, the Waldorf University Student Handbook, or otherwise. The university also reserves the right to review the status of any student placed in the program who fails to maintain any eligibility requirements while a student resident. In such a case, the review will be conducted by the university's Vice President of Student Life who has authority to reassign the student to another residence facility of the university's choosing; suspend the Student Life from on-campus housing; or impose other appropriate terms or conditions for continued residence.

1.1 General Residence Life Program Eligibility Requirements - To be eligible for placement into the Waldorf University Residence Life Program, the student must be enrolled full-time (minimum of 12 semester credits) at the university. Students who drop fewer than 12 semester credits may apply to residence life for an exception to this requirement. Any student who has a criminal history must make full disclosure to the university at the time of application. The university reserves the right to refuse placement or remove any student when it has reasonable cause to believe the student is dangerous or otherwise unsuitable for its residence life program.

1.2 Special Eligibility Requirements for the Student Who is Not Required to Live on Campus - Any student not required to live on-campus by the university must meet all the general eligibility requirements and be a student with a low discipline history.

1.3 Special Eligibility Requirements for Placement in the Theme Houses - To be eligible for placement in the theme houses, the student must meet all the general eligibility requirements and also: 1) complete the Theme House application and interview process and 2) have successfully completed a minimum of 24 credits at an accredited university or university and 3) maintain a minimum GPA of 2.0 or higher and 4) maintain a responsible student conduct status at the university.

2. Term of this Agreement: This agreement becomes effective at the time it is signed by both parties and remains in effect until the agreement expires as indicated below. The student is responsible to choose the term of the agreement that best meets their needs from one of the options below:

Option A - Residence Life Agreement for the Entire 2023-2024 Academic Year - Students who select Option A are given top priority for residence hall and roommate assignments. Under Option A, the student may move into their assigned student residence on the date and time established by the Office of Student Life. The university will publish printed schedules and post information about officially scheduled check-in times and check-out times on www.waldorf.edu. The student agrees to access this information and strictly abide by it. Further, if for some reason, the student does not receive or is not able to access information about their official check-in or check-out time, the student agrees to contact the Office of Student Life (641-585-8160) to obtain it prior to making arrangements to move into their student residence. Under Option A, residents of the theme houses may remain in their student residence over the Winter Break, **provided they register in advance with their Area Coordinator.**

Note: Breen, Johnson and London, Ormseth, Rasmussen and Tanner will close over the Winter Break beginning at 10:00 a.m. on the Friday of Finals week and will reopen again at 10:00 a.m. the day before classes start Spring semester. Under the terms of this agreement, the university is *not* obligated to provide accommodations to the student assigned to any of the aforementioned residence halls during the Winter Break. However, the university does agree to permit the student to leave personal belongings in their assigned residence during the break, provided the student is current with their account and is enrolled for spring semester classes. The student assigned to any of aforementioned residence halls, hereby agrees to vacate their student residence no later than Noon on the Friday of Finals week in November and further agrees to return no earlier than the schedule return time of 10:00 a.m. on the day before classes start in January 2023. Residents of any of the closed residence halls who have a legitimate need for accommodations over the Winter Break may apply for the university's Winter Break Interim Housing

Program. The deadline to apply is one week before the last day of semester exams in November 2023. The university reserves the right to consider all late requests on a case-by-case basis. Students accepted in the Winter Break Interim Housing Program must agree to pay a fee for accommodations provided. Payment may be put on your student account. International students that need to stay over the Winter break should meet with their Area Coordinator or the International Student Coordinator to discuss staying over the break. *Accommodations provided may not be in the student's assigned residence.* The student who otherwise stays in their student residence without applying or without being accepted in the Winter Break Interim Housing Program will be charged a penalty of \$250 in addition to the daily fee.

Under Option A, at the end of the Spring Semester, the student must vacate their student residence no later than 24 hours *after* the student's last scheduled exam of Spring finals week. In the case of the graduating student, the student must vacate their residence no later than noon on the day after commencement.

Option B - Residence Life Agreement for the 2023 Fall Semester Only - This option is for either the student who will discontinue enrollment at the end of the fall semester or for the student who will be qualified under university policy to live off-campus before the start of the spring semester. The university gives first priority to students who sign an agreement for the entire academic year with regard to all residence hall, room, house or apartment, and roommate/housemate preferences and reserves the right to assign students with residence life agreements that expire at the end of the fall semester to room with other students who have agreements with the same expiration date. Under this agreement, the university provides accommodations to the student beginning with the student's officially scheduled check-in date (the Office of Student Life establishes the officially scheduled check-in time for all individual students and all student groups including those groups such as fall sports teams who are required to come to campus early) through noon on the Friday of Fall semester finals week when the residence halls close for the Winter Break and this agreement expires. Any student (including an international student) that has signed a Fall only housing agreement or has chosen to break their full year housing agreement and wants to stay in their room for part of or most of the Winter break will be charged according to set fees of the Winter Break Interim Housing Program. This is because the Winter Break Interim Housing program is intended to be for students that are returning to the residence hall for the Spring semester. The university will post schedules on www.waldorf.edu and hold informational meetings in the halls about officially scheduled check-in times and check-out times. The student agrees to access this information and strictly abide by it.

Option C: Residence Life Agreement for the 2024 Spring Semester Only - This option is for the student who wishes to begin living on-campus at the beginning of the spring semester. Under this agreement, the university provides accommodations to the student beginning on the day before classes start for Spring semester when the residence halls reopen after the Winter Break) until 24 hours after the student's last scheduled exam of Spring finals week (or in the case of the graduating student, through noon the day after commencement) when this agreement expires. The university will publish printed schedules and post information about officially scheduled check-in times and check-out times on www.waldorf.edu. The student agrees to access this information and strictly abide by it.

Having carefully considered the options above, I _____
(Student should print full name in the space above)

hereby request permission for placement in Waldorf University Housing with the term of my Residence Life Agreement indicated by my check mark below (please check one):

Option A: The entire 2023-2024 Academic Year ____ Option B: 2023 Fall Semester Only ____ Option C: 2024 Spring Semester Only ____

Hall: _____ Room #: _____

Meal Plan option: 19meals & \$125flex/week ____ 12 meals & \$225flex/week ____ 125 meals & \$300 flex/semester ____

My signature below indicates that I have carefully considered the options available to me with regard to the term of my Residence Life Agreement and I agree to abide by the terms of the option I selected.

Student's Signature: _____ Date: _____

3. Early Cancellation of this Agreement

3.1 Early Cancellation by the Student after the Student's Officially Scheduled Check-in Date - Once the student's officially scheduled check-in date has passed; there will be no refund of fees, room costs, or other incidental charges. Board charges are pro-rated based on the date that you check out of your room with Residence Life staff and only if less than 60% of the semester has been completed. The portion of your board charges you are entitled to receive a refund on is calculated on a percentage basis by comparing the total number of calendar days in the semester to the number of calendar days you completed before you left housing. The total number of calendar days in a semester excludes any scheduled breaks that are longer than five days. The student who wishes to cancel their agreement should contact the Office of Student Life to obtain the appropriate form to request cancellation of their residence life agreement. The contract may be terminated by Student only upon marriage, withdrawal from University, turning 21 prior to August 15th of the Fall semester or January 15th of the Spring semester for which Student wishes to withdraw from housing, graduation from Waldorf University or by special approval of Residence Life. Termination may be granted upon the following conditions at the end of an existing term, except in cases of withdrawal from the University. **The completed request forms must be submitted in writing by December 1 for the spring semester.** The determination of the Vice President of Student Life with regard to all requests is final. The student is advised not to enter into any lease or rental agreement for off-campus housing until after they have been notified by the Vice President of Student Life that their request has been approved and **will be delivered to students via U.S. mail, campus mail or electronic mail. Any requests made after December 1 will be denied. This means that if you wish to break your housing agreement for the Spring semester your written request should be handed into the Vice President of Student Life no later than December 1, 2023, to be approved for living off campus Spring semester. If you signed a two-semester agreement and choose to break your agreement and are approved to live off campus during the Spring semester, you will be charged \$250 for breaking your agreement. This fee will be applied to your student account.**

3.2 Requests to receive refund - The University reserves the right to consider requests to give a refund on a case-by-case basis. Approval of such requests is normally limited to the following conditions and then only if the student provides adequate documentation to verify the circumstances.

3.2.1 The student is required to relocate or withdraw because of military orders.

3.2.2 The student becomes legally married during the term of this agreement.

3.2.3 The student becomes the legal custodial parent or court-appointed legal guardian of a minor child during the term of this agreement.

3.2.4 The student is required by their academic program to complete a student teaching assignment, internship, or clinical placement more than 50 miles outside of the Forest City area.

3.2.5 The student is diagnosed with a serious illness or injury that requires them to withdraw to receive medical treatment.

3.3 Early Cancellation of This Agreement by the University - The University reserves the right to cancel this agreement under the following terms and conditions:

3.3.1 When the university terminates the agreement with the student for any reason, the student is responsible for all fees and charges through the last date of occupancy.

3.3.2 To meet the demand for on-campus accommodations for those students required to live on campus, the university reserves the right to terminate this agreement if the student is not required by policy to live on campus. Should this occur, the university will notify the student of cancellation on or before July 1, 2023, to provide the student ample time to make arrangements for off-campus accommodations.

3.3.3 If the student fails to maintain eligibility for placement in the Residence Life Program or within a certain facility.

3.3.4 If the student is determined by university officials to be a danger to self or others or if the student has been disruptive of the goals of the Residence Life Program or the legitimate activities of other residents.

3.3.5 The student has not made payments towards their tuition or room and board fees.

3.3.6 Violation of the terms of this contract.

3.3.7 Violation of any rule, regulation, policy or standard disciplinary violations for which a student may receive a living unit probation or dismissal, or suspension or dismissal from the University, under the applicable provision of the Waldorf University Student Handbook as it may be amended, corrected, updated or revised and published during the term of this agreement.

3.3.8 If Student, for any reason, is no longer enrolled full-time as a traditional student at Waldorf University. Student will be notified of the reason for termination; however, immediate removal from the room may be required by the Vice President of Student Life or Student Life designee if the conduct of the student seriously threatens the well-being of individuals or the University. In cases of withdrawal from the University, refund to Student upon termination of this contract shall be in accordance with refund schedule of the University as stated in the Waldorf University catalog.

4. Taking Occupancy of the Student's On-Campus Student Residence: The student agrees to strictly comply with the following procedures for taking occupancy of an on-campus student residence:

4.1 The Student Agrees to Strictly Abide by Their Official Check-in Time - In advance of the fall semester, the Office of Student Life publishes a schedule of official check-in times for each student group and posts the information on the university's web page. The student is responsible to access this information before making plans to arrive on campus. The university

assumes no responsibility to provide on-campus accommodation for the student who appears on campus in advance of their officially scheduled check-in time without making arrangements in advance as described in Section 4.2.

4.2 Requests for Early Arrival - The student agrees to abide by their scheduled check-in time and date unless all other alternatives (such as staying in a motel) have been exhausted. In such an instance, the student may submit a request for the university to provide accommodations in advance of their scheduled check-in time with the following terms and conditions: a) the student agrees to pay the university, in advance, a daily fee in the amount of \$25 for each day the university provides accommodations to the student in advance of their official check-in time; b) the university reserves the right to provide accommodations in a location of its choosing, the student should not assume that they will be permitted to occupy their assigned student residence early; c) all requests for early arrival must be submitted, in writing, to the Office of Student Life at least 72 hours in advance of the desired date of arrival. All fees associated with early arrival must be paid in-full prior to accommodations being provided to the student or the student must arrange to have those fees charged to their student account.

4.3 Requests to Store the Student's Personal Belongings in Advance of the Scheduled Check-in Time - The university does not provide storage for the student's personal belongings in the student's residence in advance of the student's scheduled check-in time. Commercial storage services are available in the community for that purpose.

4.4 Upon Arrival to Campus the Student Agrees to Register Before Taking Occupancy - When the student arrives for their scheduled check-in time, they agree to register with the residence life staff at the location indicated on the official check-in schedule before entering or occupying the student's residence or be subject to the improper check-in penalty fee. At registration, the university will provide the student with keys to enter the student's residence and a room condition report of the student residence. It is the responsibility of the student to immediately review the report for accuracy noting any discrepancy between the actual condition of the residence and furnishings in comparison to the condition as indicated in the report. The student must affix their signature to the room condition report and return it to the residence life staff by the stipulated deadline. If the student fails to return a signed room condition report by the deadline as stated, the student will forfeit any future right to dispute the condition of the room or furnishings as described on the original condition report.

5. The Student's Financial Responsibility to the University: The student guarantees payment to the university, of any amount due for services rendered by the university including all administrative and penalty charges incurred by the student. The university reserves the right to have fees and penalties due at the time services are requested or provided. All other charges will be billed to the student's account with the university.

5.1 The Residence Life Deposit (\$125) - Payable at the time of application. The deposit will be held until such time as the student surrenders their student residence. The university reserves the right to apply all or any part of the deposit to recover any costs it incurs to restore the student residence, its fixtures, or furnishings to original condition, except for reasonable wear or to recover any other amount owed the university by the student. At the close of the year, the student may voluntarily elect to authorize the university to continue to hold the deposit as a reservation deposit for placement in the residence life program the following year.

5.2 Student Residence or Housing Fee - The amount of this fee is determined by the university from the university's official room and board fee schedule based upon the residence hall in which the student's on-campus student residence is located, the official occupancy of the student's sleeping room (single, double, etc.) as determined by the university and the number of students assigned to share the sleeping room. The university bills the student's account for the student residence or housing fee.

5.2.1 Air conditioning in Johnson and London, Breen, Tanner, Rasmusson, and Ormseth - Students living in Johnson and London, Breen, Tanner, Rasmusson, and Ormseth will have A/C in their rooms and this is part of the cost to live in these halls. *All air conditioners must be provided by and installed by the university. Any personal window or portable air conditioners that are brought to campus will be removed by facilities or residence life staff and a fine will be assessed to your account.*

5.3 Damages - The student agrees to compensate the university for any damage or loss to its premises or furnishings caused by misuse, neglect, theft or vandalism even if caused by guests or unknown persons. This includes but is not limited to: a) damage to the structure of the residence; b) damaged or missing furnishings or fixtures; c) damaged or missing plumbing fixtures and/or water damage caused as a result; d) damaged or missing mechanical equipment; e) damage from a pet found or emotional support animal living in the room. The university reserves the right to assess all students living in a residence hall on an equal basis for damage to the premises or furnishings common areas, laundry facilities, the structure of the building or other facilities when the responsible party cannot be determined. The university also reserves the right to assess all student residents of a residence hall for loss and damages that occurs in the common areas of the residence facility such as hallways, lounges, laundry rooms, computer labs, common toilet and shower facilities, etc. In such a circumstance, the university reserves the right to hold all residents of an entire residence hall, a particular floor or wing of the facility equally responsible for the damages or loss that occurs.

5.4 Other Fees and Penalties - The university reserves the right to charge the student additional penalties as follows:

5.4.1 Daily Fee (\$25/day) - Assessed for each day the university provides accommodations for the student for early arrival, extended stay or Winter Break Interim Housing. Fees are charged to student accounts.

5.4.2 Unauthorized Occupancy (\$250 fine plus \$25/day) - Assessed in the case where the student occupies their assigned room or suite without authorization from the Office of Student Life.

5.4.3 Improper Check-in/Check-out (\$25) - Assessed if the student does not follow procedures for checking into or out of their student residence.

5.4.4 Overnight Guests– Guests are not allowed to stay overnight for more than three nights in a seven-day period and more than five nights in a month. For the purposes of this policy, a GUEST is defined as any individual approved to visit who is not an assigned occupant of the room. Unauthorized cohabitation is prohibited.

5.4.5 Unauthorized Occupant/Guest (\$250 fine plus \$25/day) – Assessed in the case where the student houses an unauthorized person or guest in their room or suite.

5.4.6 Lock Re-Coring and new key Fee (\$75/lock) – Charge to change locks and issue new keys for security purposes when a key is lost or missing, payable at the time of service. Theme house residents may be responsible for replacing the front and back door lock to the house so the charge may be double.

5.4.7 Lockout Fee (\$1) – Assessed for opening a student’s residence, given directly to residence life staff.

5.4.8 Unauthorized pet (\$100) – Assessed for having an animal in the room, theme house, or residence hall besides a fish. No pets are allowed besides fish, small turtles, water frogs, and hermit crabs as long as they are not held in larger than a 5-gallon tank. The student will be given 24 hours to remove the pet/animal from the residence hall or will be charged \$100/day that the animal remains in the hall. The fee will be charged to the student account.

5.4.9 ESA – Emotional Support Animals must be approved by the Waldorf University Counselor before arriving to campus. Failure to follow this policy will result in a timeline of 24 hours to remove the pet/animal from the residence hall or the student will be charged \$100/day that the animal remains in the hall. The fee will be charged to the student account. Only one ESA is allowed per room/area.

6. Residence Hall, Room, Roommate, & Housemate Assignments: The university agrees to make a good faith effort to honor the student’s expressed preferences in assigning the student to a residence hall and in assigning roommates and housemates for the student, but reserves the right to make final determinations based upon availability and upon what is considered to be in the best interests of all involved. The student agrees to abide by the university’s determination.

6.1 General Procedures

6.1.1 First-year students are required by the university to live in Johnson and London unless the building is full and then may be assigned to live in South Tanner, except for freshmen who are over the age of 21. Non-traditional age first-year students have the option of living in Ormseth, North Tanner, or Breen depending on space available in each hall.

6.1.2 The university reserves adequate space for them in these facilities. First-year students are generally not permitted to have single rooms (unless there is a documented medical need). First-year students are generally assigned to residence halls in the order their applications are received and they are generally assigned to room with other freshmen.

6.1.3 The university also reserves adequate space in its residence halls to house all students who are required to live on campus.

6.1.4 First priority for residence hall assignments, roommate, and housemate assignments is given to students who opt for a residence life agreement for the entire academic year at the senior level, followed by juniors, so long as space is available. Once the seniors and juniors have been assigned or the space for them is full, the sophomores are assigned. In all cases, students who submit an application by the required deadlines are assigned first. After the deadline, all further assignments are made by the order that applications are received. A limited number of spaces are reserved in each hall for transfer students.

6.1.5 The university honors expressed roommate and housemate requests only if all parties involved submit the same mutual request. The date of the last person to submit the request is the date that established priority for honoring roommate requests.

6.2 All Residence halls and Theme Houses are Smoking and Tobacco free locations. – Waldorf University has implemented a tobacco free policy which means that the usage of cigarettes, e-cigarettes/vapes, chewing tobacco, and other nicotine products are not permitted on campus or in the residence halls.

6.3 Official Occupancy Designation of a Room (Single, Double, etc.) – The university establishes the official occupancy designation of a room (single, double, etc.) and uses the designation to determine appropriate charges for the student residents according to the university’s official fee schedule. The occupancy designation of the room or house does not change during the course of the year as actual number of students living in the room or house changes. In other words, a double room does not become a single room when a student moves out – it remains a double room. The university only has a limited number of designated single rooms located in Ormseth and Rasmusson Halls. The only rooms in Breen designated as single rooms are those rooms designed for students with physical disabilities. In Johnson and London, Ormseth and Tanner, each room is designated as a double room except for the designated singles in Ormseth and a student may request the room as a single or double occupancy with charges to be determined accordingly. However, the university reserves the right to approve requests for single sleeping room occupancy with an upcharge in Johnson and London, Ormseth and Tanner Halls based upon its ability to meet the demand for on-campus housing.

6.4 Policy on Vacancies in Student Residences – When a vacancy occurs in a room or suite, the university reserves the right to assign another student to fill the vacancy. The student who remains in a residence with a vacancy agrees to maintain the vacated space in move-in condition in anticipation of the arrival of a new roommate or housemate. There is no right on the part of the remaining student residents to refuse to accept a new roommate or housemate in the residence and if this occurs those responsible will be subject to: a) mandatory relocation to another on-campus student residence of the university’s choosing; b) from that point forward be assessed the single rate of the residence life or housing fees for that room based on the university’s official occupancy designation of the room. For example, if a student is in a room designated to be a double occupancy room, the student will be assessed the single rate to live in the room and/or d) based on available space the student may select/reserve a single room and pay the increased charges.

6.5 Room Consolidation Policy – At midterm of each semester and also at the beginning of the second semester, the university residence life program reserves the right to conduct a room consolidation process. During this process, the student residing in a room or house that is under-occupied will be required to exercise one of the following options:

6.5.1 Invite another student(s) in under-occupied rooms or houses to move in with them.

6.5.2 Relocate to another room with vacancies.

6.5.3 Request a move to a room that is officially designated as a single room (dependent upon availability).

6.5.4 Select/reserve a single room and pay for the in the increased charges (dependent upon availability).

6.6 Requests to Change Rooms – For a variety of reasons, the student may wish to be voluntarily assigned to another room. At the beginning of the fall semester, the university will not generally process such requests until the third week of the semester after it has had an opportunity to assign everyone who has applied for placement in the residence life program. For two weeks each semester (the dates of which are communicated to students by Waldorf University e-mail), students are given an opportunity to make room changes during Open Housing. The university will not consider requests from the student to displace another student to make room for them in another room. Only requests to move to another room where a vacancy exists will be considered. If the request is motivated by personal differences or conflict with a roommate, the student is responsible to make a good faith effort to resolve the differences before making a request for a change of rooms. The residence life staff is available to assist with conflict resolution. All requests for re-assignment must be in writing using the form for that purpose and must be submitted to the Area Coordinator. Approval of all requests is subject to availability and the discretion of the Area Coordinator. After the two-week Open Housing period, changes may still be made, however the students involved will be assessed a \$25 fee to move.

6.7 Requests to Remove a Roommate, Suitemate, or Housemate – Generally the university will not consider a request from the student to remove another student from the residence unless there are extenuating circumstances serious enough to justify removal such as illegal activity or serious policy violations. The student who has concerns of this nature is responsible to discuss them with the roommate(s), RA or Area Coordinator. All such information will be treated in the most confidential and sensitive manner possible.

7. Sub-letting and Unauthorized Occupancy: The student hereby agrees not to sub-let their on-campus student residence or any part thereof or assign their Residence Life Agreement to any other party. The student also agrees not to allow an unauthorized person to live in or otherwise occupy the student residence. Only individuals authorized by the university are permitted to occupy an on-campus student residence. An unauthorized person is any person who at the sole discretion of the university has not been formally authorized by the university to live in or be present as a guest in a specific student residence. Unauthorized occupancy shall be considered trespassing and shall be prosecuted to the fullest extent of the law. The student who permits an unauthorized person to live in or occupy the student's residence shall be subject to a \$250 fine plus a charge of \$25 for each day of unauthorized occupancy.

8. The Requirement to Purchase a Meal Plan: The student who accepts placement in the Residence Life Program in Johnson and London, Ormseth, Breen, Tanner, or Rasmusson Hall or the theme houses are required to purchase one of the meal plans provided. Prior to the start of each semester, the student is given opportunity to submit their choice of meal plan for that semester to the Office of Student Life. The student is responsible to plan their class and work according to the meal plan they select. The university assumes no responsibility for students who miss meals due to class or work schedules. Changes may be made to a meal plan by a student (with the exception of first semester first-year students) up until the drop/add date of each semester. No refund or credits shall be given to students for meals not used during the semester. Detailed information about meal plans including costs and terms and times of operation is available from the Office of Student Life or on the Waldorf website.

9. Entry Into and Search of Student Residences: The University has established the following policy for entry into and searches of the student's on-campus residence:

9.1 Entry Into Student Residences By Authorized Staff – The University reserves the right to have its authorized staff enter the student's on-campus residence regardless of whether or not the student is present in any of the following circumstances:

9.1.1 At any time when the university has reasonable cause to believe life, safety or property is in jeopardy due to circumstances such as but not limited to fire, plumbing or drainage problems, mechanical failure, medical emergency, or any other type of emergency situation.

9.1.2 At any time when there is reasonable cause to believe that a serious violation of university policy has occurred or is occurring including, but not limited to dangerous or disruptive behavior, alcohol or drugs, weapons, unauthorized pets, smoking/vaping, hazardous materials, unattended burning candles or incense or other serious concerns.

9.1.3 At reasonable times to inspect the premises for routine maintenance and safety concerns, to show vacancies to prospective tenants or to make repairs to the premise.

9.1.4 At any time if as a result of violations of university policy on the part of the residents, the Vice President of Student Life or another conduct officer has stipulated future random inspections of the residence as part of the sanctioning process.

9.1.5 In non-emergency situations, university personnel will knock before entering and announce intent to enter.

9.2 Searches and Seizure of Student Residences - The University has established the following policy with regard to search of and seizure in the student residences:

9.2.1 In the event where local, state or federal law enforcement agencies present a valid search warrant and in instances where a legal search by law enforcement may be made without a search warrant; it is the policy of the university to not interfere with law enforcement officials. The university reserves the right to pursue independent disciplinary action against any student based upon the findings of a search conducted by law enforcement officials.

9.2.2 The university reserves the right to have its authorized staff or emergency responders conduct an emergency search or seizure of the student's residence and all property contained therein anytime there is reason to believe life, safety or property is in jeopardy. Items that may be seized and not returned include, but are not limited to illegal, unauthorized, or dangerous items, illegal drugs/paraphernalia, equipment or substances such as alcohol, weapons (guns, bb guns, nerf guns, air soft guns, all other toy guns, ninja stars, Tasers/stun guns, hunting knives, and hunting bows), mace or pepper spray that has been found to be used or sprayed inappropriately, candles, fireworks, vapes/e-cigarettes, and other fire hazards. Illegal drugs and weapons will be immediately turned over to local law enforcement. Students that have alcohol in their rooms or houses will be required to dump their alcohol down the sink or the trash. All other items confiscated by residence life staff will be stored and students are able to pick them up at the end of the academic year when the student has checked out for the year.

9.2.3 The university reserves the right to conduct an administrative search of the student's residence and any property therein anytime there is reasonable cause to believe the student (or a guest of the student) is responsible for a violation of university policy. In such an instance, the President of the University, the Vice President of Student Life, Director of Facilities, Campus Security, or an Area Coordinator may authorize an administrative search of the student residence and all personal property contained therein. When authorized, at least two university staff members (which may include Resident Assistants) will be present during the search. The university reserves the right to request the presence of a law enforcement officer during any search. Those authorized to conduct the search are authorized to confiscate any items discovered that are illegal or contrary to university policy. In the event the student is not present, those conducting the search shall leave a notice indicating the search took place. The notice shall indicate the name of the university official who authorized the search and it shall include an itemized list of all materials confiscated during the search.

9.2.4 In the case where a violation of university policy has occurred in plain view or is known to a university official or a member of the residence life staff, the university official or residence life staff member is authorized to immediately enter the student's residence to investigate and search. Plain view includes instances where inappropriate behavior is observed in public areas and the persons attempt to avoid responsibility by hiding in a residence; instances where inappropriate behavior is observed through an open door; instances where inappropriate behavior is observed through a window and when noise is heard from a residence indicating that illegal, dangerous, or inappropriate activity is occurring in the residence.

9.2.5 In the case where a student has been found responsible for violating a university policy that endangers others or involves the consumption or possession of alcohol and/or illegal drugs, the Vice President of Student Life or another conduct officer may authorize future unannounced administrative searches of the student's on-campus residence, locker, vehicle or personal property. The administrative search process shall otherwise be identical to that described above.

10. Lost, Stolen or Illegal Duplication of Keys/Door cards: For the safety and security of the community, the student agrees to immediately report any loss or theft of university keys and door cards issued to them. The student is hereby informed that all university keys/door cards issued to them remain the property of the university. It is unlawful to duplicate a key belonging to the Waldorf University without the expressed permission of the university. The university reserves the right to pursue criminal charges to the fullest extent provided by law against anyone who duplicates a university key or otherwise breaches the university's security system. The student who loses a university key or door card issued to him/her is responsible to pay for the key replacement and the university also reserves the right charge to the student \$75 for every lock it needs to change as well as any other costs it incurs for security reasons as the result of a lost or stolen key. The cost to replace a door card/student ID is \$25.

11. Release of Liability: The student hereby releases the university from all liability for:

11.1 All costs due to loss, theft or damage to student's personal property. The student agrees to be responsible to make sure they are adequately insured for such losses. The student may find that they have personal property insurance coverage under the homeowner's insurance policy of a parent or legal guardian. The University is not responsible for any lost, stolen, or damaged property and highly recommends that the student insure their personal property.

I acknowledge that I have received a copy of the 3rd party property insurance program.

Initial here: _____ Date: _____

Please select one of the following options below:

1. I choose to register for a/the 3rd party insurance program. Yes ____ No ____
2. I am covered through my parents', guardians' or my own personal property insurance. Yes ____ No ____
3. I choose to not have purchase personal property insurance through any company. Initial here: _____

Sign: _____ Date: _____

11.2 All costs for medical or mental health services for illness, injury, emergency services, hospitalization, or treatment. The student agrees to be responsible to make sure they are adequately insured for such expenses. The student may find that they have medical, mental health or hospitalization coverage under a policy of a parent or legal guardian.

12. Student Responsibility for Maintenance of the University's Property: The student agrees to use their student residence properly and only for its intended purposes keeping all furnishings, fixtures and premises in good, clean and undamaged condition. The student agrees to dispose of all waste and garbage properly in the receptacles provided for that purpose or is subject to disciplinary action. The student agrees to immediately notify the university to report maintenance concerns, problems, damage or theft of university property when it occurs. Notification can be made to the Resident Assistant, Area Coordinator or the Office of Student Life.

13. The Student's Responsibilities with Regard to Conduct as a Student Resident in the Waldorf University Residence Life Program: The student hereby accepts placement in the Waldorf University Residential Life Program, a co-curricular educational program that is part of the university's educational mission. Waldorf students enjoy the interaction in an environment that teaches the value of community and inclusiveness. Students are allowed tremendous opportunities to connect with the entire institution and share in the core values of Waldorf: Community, Service, Critical Inquiry and Lifelong Learning. In the various living and learning communities, these values are expressed through the student's knowledge, compassion, understanding, justice, respect for all persons, care for the environment, and service to one another. Students are encouraged and supported to achieve success in their academic and co-curricular activities. As a participant in the program, the student agrees to: a) be an active learner in the residence life program through a commitment to actively strive to build a positive residential community of students; b) comply with university policies and rules as set forth in the Waldorf University Student Handbook and other official publications; c) be law abiding; d) cooperate with the university's staff who are authorized to supervise, teach, enforce policy, and provide individual or group guidance to student residents within the residence life facilities.

14. Conflict Between Residents - The student is responsible to minimize the probability of conflict arising between residents of a room, house or apartment by completing a roommate/housemate agreement. The roommate/housemate agreement is a tool designed to facilitate constructive communication between residents regarding differences in personal preferences and it is available from the Resident Assistant or Area Coordinator. It is the responsibility of the student to furnish the Area Coordinator with a copy of the completed agreement. In the case where other residents of the room or house refuse to participate in completing the agreement, the student should notify the Area Coordinator. In the case where conflict arises the following process will be used to resolve conflict:

Step One: It is recommended that the student engage all those involved in a respectful discussion about the conflict with the goal of finding a successful resolution. This is a time where it will be helpful for the students involved to refer back to the roommate/housemate agreements. Roommate/housemate agreements are given out at the first floor/hall/building meeting and students are strongly encouraged at that time to talk about the issues in the agreement so that they have something to refer back to if there are problems later in the year. Copies of the completed agreements can be made by residence life staff if the room/house would like a copy kept in the RA office in addition to their own room/house. If the student is not comfortable with such a discussion or if the discussion does not resolve the conflict, the student should notify the Resident Assistant.

Step Two: The Resident Assistant's responsibility is to meet with those involved for the purpose of understanding the conflict. The roommate/housemate agreement will be used in this process. To the extent possible, the Resident Assistant will mediate the conflict in hopes of finding a successful resolution. Among the options considered at this level will be revising or creating a new roommate/housemate agreement, voluntary reassignment of one or more students to another on-campus residence of the university's choosing. In the case where a successful resolution is not found, the Resident Assistant will notify the Area Coordinator.

Step Three: If the Resident Assistant is unable to help the students find a successful resolution, the students will next meet with the Area Coordinator. The Area Coordinator will talk to all students involved to mediate the conflict and will revisit previous options suggested and also try to provide new options for resolving the conflict. Some options considered may be a visit to the school counselor or an involuntary reassignment of one or more of the students to another on-campus residence of the university's choosing.

Step Four: If the students are not happy with the resolution provided by the Area Coordinator, they can appeal the decision to the Vice President of Student Life. The Vice President of Student Life will take all information provided by the Resident Assistant and Area Coordinator and will determine a resolution to the conflict that will be binding for all students involved. Among the options considered at this level will be voluntary or mandatory reassignment of one or more students to another on-campus residence of the university's choosing.

15. Procedures for Vacating and Surrendering the Student Residence: When it is time for the student to vacate their on-campus student residence, the student hereby agrees to *strictly* observe the university's procedures for checking out of their student residence or be subject to a penalty fee in the amount of \$25 for improper check-out.

15.1 The Student Agrees to Strictly Abide by Their Required Check-out Time:

15.1.1 The student who discontinues their enrollment at the university prior to the expiration of this agreement for any reason (including withdrawal, suspension, or expulsion) must check out of their student residence within 24 hours unless otherwise directed by the Area Coordinator or the Vice President of Student Life.

15.1.2 The student with an agreement for the fall semester only must vacate their student residence within 24 hours of their last fall semester exam.

15.1.3 The student with an agreement for either the entire academic year or an agreement for the spring semester only must vacate their student residence within 24 hours of their last spring semester exam unless:

(a) the student participates in the graduation ceremony (as a graduate or in a support role prescribed by the university) must vacate their student residence by noon on the day after graduation.

(b) the student has submitted an application for placement in the university's Summer Session Residence Life Program including all students required to remain on campus after the close of the spring semester and into Summer Term due to participation in athletics, university employment, internships or other required university activities. Under the Summer Term Residence Life Agreement, the student will then be authorized by the university to continue to live in its residence hall facilities until 24 hours after their Summer Term activity ends. The university reserves the right to relocate the student to another on-campus residence facility of its choosing and to determine new roommate assignments for Summer Term.

(c) the student has submitted an extended stay/early arrival form requesting to stay for a university sponsored co-curricular requirement.

15.2 The Student Agrees to Schedule and Be Present for a Check-out Appointment - The student agrees to schedule at least 24 hours in advance a room/house check-out appointment with residence life staff. The student who does not schedule a check-out appointment or fails to show for it will be subject to the aforementioned improper check-out penalty in the amount of \$25. If the student is unsuccessful in contacting the residence life staff, the student agrees to contact the Office of Student Life for assistance in scheduling an appointment. At the check-out appointment, the room/house must be completely clean and empty of all personal belongings and the student will be given an opportunity to surrender any university keys issued to them and the university's representative will assess the condition of the student residence noting it on the room condition report. The student will be provided an opportunity to review the report and note any discrepancy between the actual condition of the residence and furnishings in comparison to the condition as described by the university's representative. The student is responsible to affix their signature to the room condition report at the time of check-out. Any student who does not sign the report will forfeit their right to dispute the condition of the residence, fixtures, or furnishings as noted on the report.

15.3 Requests for Extended Stay Beyond the Required Check-Out Date - The student agrees to abide by their scheduled date to vacate their student residence unless all other alternatives (such as staying in a motel) have been exhausted. In such an instance, the student may submit a request for the university to provide temporary lodging to extend their stay within the following terms and conditions : a) the student agrees to pay the university, in advance, a temporary lodging fee in the amount of \$25 for each day the university provides lodging; b) the university reserves the right to lodge the student in a location of its choosing, the student should not assume that they will be permitted to continue to occupy their assigned student residence; c) all requests for temporary lodging must be submitted, in writing, to the Office of Student Life at least 72 hours in advance. All fees will be applied to the student's account.

15.4 Abandoned Student Property -In the event that a student has returned home and is unable to return to campus to retrieve their belongings, the student is responsible for finding a friend that they trust to pack up and ship their belongings. The student must send the university in writing their permission for the friend to gain access to their vacated room to pack and ship belongings. If a friend cannot be found to pack and ship the items, the student may ask that a university official pack their items and place the items in a Waldorf University storage unit until the student is able to pick up their items. *If a student discontinues enrollment at the university anytime during the academic year for any reason (including withdrawal, suspension, or expulsion), the student has 30 days to make arrangements with the university to remove any remaining personal items from their on-campus student residence. Failure to remove personal property after the 30 days will result in Waldorf University donating or throwing away items.*

15.4.1 Summer Storage of the Student's Personal Property/Abandoned Property - Each residence hall has a small area designated for storage of travel bags, suitcases, and/or certain furniture during the summer. The theme houses do not offer storage in the house, but storage may be available in another residence hall. Due to fire codes, the University is unable to allow empty boxes and lumber from lofts to be stored in these areas and all hallways must be clear of all belongings and boxes on each floor. Storage is given priority to international students and out-of-state students traveling from long distances, however if space is available any student is welcome to store belongings provided they make special arrangements to store belongings in the summer months. All students may store a limited number of belongings during the summer months. The cost for storing specific items will vary. Summer storage costs will be applied to the students account by the Residence Life staff. During the spring semester, students must make contact with their Area Coordinator as soon as possible to make these arrangements as the University is not able to guarantee storage space for all students, especially for carpeting, large items, or furniture. Each item placed in storage must be properly packaged in a rubber bin and labeled. The student's name and room number must be on each item stored. Please be selective about what you bring to campus and realize you are responsible for taking your entire possessions home at the end of your academic year, if arrangements are not made to keep any in storage. Items must be removed from summer storage within the first week of the student's arrival back to campus in the fall. *Any items left not collected from summer storage within this first week will be disposed of or donated within 30 days of the semester starting. Items that are left behind*

after Fall or Spring checkout will be disposed of or donated within 30 days of departure of the student. The university is not responsible for belongings left in storage after the 30 days.

16. Safety and Security: The University takes its responsibility serious to provide for the safety and security of all students including those living in its residence life program. The student is hereby informed that the university publishes an annual campus security report to advise members of the community of safety and security policies and procedures. Printed copies are available free of charge at the Office of Student Life and electronic copies are available on www.waldorf.edu. The report provides detailed information about what the student should do in the event of an emergency. The student agrees to access a copy of the report and to become familiar with its contents. Campus Security is on call each evening and can be reached by calling 641-585-8500. The Forest City Police can be reached at 641-585-2113 or if there is an emergency 911.

17. Official Communication from the University: The University agrees to make a good faith effort to keep the student informed of various policies and deadlines. Such information will be posted in the residence halls, text message, by email to the student's university-provided email address, or by letter delivered to the student's on-campus mailbox. The student agrees to be responsible for all official communications from the university.

18. Notice of Non-Discrimination: Waldorf University does not discriminate on the basis of race, color, religion, sex, age, sexual orientation, national origin, disability, marital status or public assistance, in accordance with applicable laws. The university will not tolerate any discrimination, and any such conduct is prohibited. The university also prohibits any form of discipline or retaliation for reporting incidents of discrimination. The following persons have been designated to handle inquiries regarding the non-discrimination policy: Director of Human Resources or Vice President of Student Life; Waldorf University; 106 S. 6th Street Forest City, IA 50436.

19. Accommodations for Students with a Disability, Injury, Illness or Other Condition: Consistent with all federal and local laws, the university is committed to provide equal access to its residence life program and facilities and will give full consideration to all student requests for reasonable accommodations (temporary or long-term) needed as a result of a disability, injury, illness or other disabling condition. It is the responsibility of the student needing an accommodation to make application for such accommodations through the Waldorf University Academic Achievement Center (A.A.C.) 106 S. 6th Street, Forest City, IA, 50436, (641) 585-8209 or the Office of Student Life at (641) 585-8160. All requests for accommodations must be accompanied by relevant and current documentation verifying the student's diagnosis and their need for the specific accommodation(s) requested. The university requires a minimum of 60 days from the time the application is received to the time the accommodations are needed for processing the request and to implement the requested services or accommodations. Additional time may be required for requests requiring special equipment or extensive alterations.

20. Distance Learning: In the event that the University changes to a distance learning modality anytime during the fall semester or spring semesters and the student decides to stay home for the remainder of the semester, will not result in a refund as it will be the student's choice to complete the semester at home. As such, should all or some classes convert to distance learning, students will continue to have the option to remain on campus in their assigned room and participate in the meal plan.

21. Execution of this Agreement: By affixing their signature to this agreement, the student accepts the university's offer of placement into its residence life program and hereby agrees to abide by all terms and conditions contained herein. This agreement becomes effective when signed by both parties. If the student has not yet reached their 18th birthday at the time of signing, the student must also obtain the signature of a parent or legal guardian. The Vice President of Student Life or Area Coordinator is the agents authorized to sign the agreement for the university.

➤ **Authorized signature for the university:**

Signature of the Director of Residence Life or Area Coordinator

Date

➤ **Signature of the Student (required in order to be issued keys):**

I, the student (please print) _____, age _____ acknowledge that my signature below indicates that I have carefully reviewed the terms and conditions of this agreement and I agree to abide by them.

Signature of the Student

Date

➤ **Signature of a Parent or Legal Guardian (required if the student has not yet reached the age of 18)**

I (please print your legal name) _____, the parent or legal guardian of the above named student acknowledge by my signature below that I have carefully reviewed the terms and conditions of this agreement and I agree to the same.

Signature of the Parent/Guardian

Date