



◆ TERMS and CONDITIONS Sorority Room & Meal Plan Academic Year 2009-2010

RESIDENTIAL SERVICES

This is your personal copy of the Sorority Terms and Conditions for Room and Meal Plan. The University may amend this contract by providing residents notice in writing of any changes. It is mutually agreed that actual notice to the student is effective when deposited in the student's University mailbox and/or posted to her University email account. Please read all information carefully before signing the contract. The Sorority House Corporation will provide additional policies, costs and procedures that outline the expectations of the individual chapter. Keep this for your records.

I. Food Service

Upon assignment, said sorority agrees to provide eligible students with a meal plan for the academic year or portion thereof (does not include Thanksgiving and Spring Break). All students living in a sorority are required to participate in the Sorority Meal Plan program. The Sorority Meal Plan begins with breakfast the day undergraduate classes begin Fall semester and with lunch the day students return for pre-Recruitment activities.

It is expressly understood and agreed by the parties hereto that no credit will be allowed for meals not taken at said House. To eat at Goudy, Kaneko Commons, the Cat Cavern, or the Montag Convenience Store thereafter, it is necessary to use Sorority Points, purchase Compass Cash or pay cash.

Sorority Meal Plan Points carry over from Fall to Spring semester for students who remain on the Sorority Meal Plan. Students who move off the Sorority Meal Plan receive no Points carry over credit or refund. Points remaining at the completion of spring semester are non-refundable. Plan adjustments are not available on the Sorority Meal Plan. Sorority members who move from the Willamette Meal Plan to a Sorority Meal Plan during the academic year have their meal plan transferred to their chapter house and their Willamette Meal Plan Points voided.

II. Housing

Upon assignment, said sorority agrees to provide eligible students with a room for the academic year or portion thereof. As a part of room costs, the University will provide housekeeping services for public areas and restrooms, utilities and maintenance. In addition, all students will be provided with a bed and mattress, desk and chair, closet space, dresser, and central room light, data port and room telephone jack.

A. Eligibility

Campus residences are reserved for Willamette University students. Only single students enrolled at Willamette University (either full or part time) or others authorized by the University may reside in said sorority. All freshmen and sophomores are required to live on campus unless they are married, over the age of 21 or living with parent(s) within a commutable distance of 25 miles or less. Freshmen can only move into the Chapter House after winter recruitment if they are replacing a member who has graduated at the semester or is on a Willamette-sponsored study abroad program for Spring semester.

B. Occupancy

The term of the Sorority Contract is for the full academic year, or if entered into after the start of the academic year, for the balance of the academic year. The sorority agrees to assign space and provide meals when the applicant has properly signed and returned the sorority contract and University preference card to the University. **By moving into sorority housing without a signed contract, the student**

obligates herself to all of the terms and conditions of the contract including the non-negotiable cancellation fee.

Unless specified otherwise in writing, the period of occupancy begins at 10:00 a.m. the Sunday prior to the first full day of classes and ends 24 hours after one's last final, or if graduating, at noon the day after Commencement. This 24-hour time allowance may vary with the last day of each semester.

Students are not allowed to occupy a room prior to these official opening dates and after these official closing dates except by authorization from the Director of Residential Services or an authorized designee at a cost of \$30 per night. This charge will be waived if the student is authorized to participate in an official University program.

Students may not live in the sorority between Fall and Spring semesters. Residents are required to vacate their rooms no later than noon the day following the last scheduled exam.

The period of occupancy for students who contract for room and meals after the first day of each semester will begin on the effective date of their contract. There will be no reduction in cost for late arrival or early departure.

Rooms will be held for the first two class days of each semester unless prior arrangements have been made with the House Corporation. In conjunction with the Registrar's Office, students who have not arrived in their assigned spaces will be classified as "no-shows" after the second class day. The University will cancel contracts for "no-shows". Spaces will be reassigned at the option of the Chapter.

Enrollment at the University and confirmation of an assignment by the sorority is considered binding. Therefore, actual physical occupancy of the room by the occupant and/or one's possessions is not necessary to constitute occupancy.

C. Interruption of Services

The House Corporation and the University will not be responsible for disruption or nonperformance of services due to circumstances beyond their control.

D. Assignments and Removal

Individuals who join a sorority understand that there is an obligation to reside in the chapter house, if space is available. Assignments to sororities are made by the individual sorority and are considered permanent throughout the academic year. Greek affiliates (sophomore, junior or senior members or new-members) may sign up for a residence hall, commons space or apartment after their house is full and they have signed their chapter's waiting list. Greek affiliates will be reassigned to their chapter (in accordance with the waiting list) if a vacancy occurs in the house throughout the year.

If applicable, following formal recruitment, new first-year students (freshman) members will be asked to move into their chapter house to replace live-in members who graduated in December or went on a Willamette study abroad program Spring semester.

Students requesting special accommodations due to a disability must submit acceptable documentation to the Disability Services Office prior to the assignment deadline to be certified. Residential Services will review the recommendation made by Disability Services and make an assignment based on the availability of space, the member's needs and the University's ability to reasonably accommodate the student. Any time a student requests and is assigned a single room, regardless of circumstances, the single rate will be charged. In the event that a single room is not available and it is necessary to convert a multiple occupancy room to single occupancy to accommodate a special need, the student will be charged the single rate.

Circumstances may require that a sorority or portion thereof be closed and residents may be required to move from their originally assigned rooms. Therefore, the sorority in conjunction with the University reserves the right to immediately assign or reassign space and/or students as necessary.

E. Payment

The student agrees to pay room and meal plan fees and properly billed charges (e.g., for damage, lost keys, etc.) at the time(s) scheduled by the University. Room and meal plan charges are to be paid each semester in advance unless a deferred payment plan is arranged with the Business Office. Students residing on campus may be required to pay a per semester program fee. Contact Residence Life for more information. Failure to complete financial arrangements with the Business Office will result in the cancellation of the Sorority Contract by the Chapter or the University.

F. Cancellation Provisions

The room and meal plan contract is binding for the entire academic year or portion thereof if entered after the beginning of the academic year. Juniors, seniors or any students who are 21 or older are eligible to cancel this contract if advanced written notification is provided to the Chapter and the University. In the event of the University's/House Corporation's cancellation, or the member's choice to cancel this agreement to move off campus, **a non-negotiable \$600 contract cancellation penalty** and the to-date room and meal plan charges will be assessed by the University. **The grace period for canceling this contract to move off campus without financial penalty ends at 4:30 P.M., May 29, 2009.**

This contract may be canceled during the term of the contract without a financial penalty for the following reasons: (1) graduation, (2) withdrawal for at least one semester, (3) participation in a University-sponsored study abroad program, (4) leave of absence, (5) call to active military duty, (6) ineligibility to continue enrollment due to a failure to meet academic requirements, (7) failure to enroll second semester, or (8) marriage during the term of the contract (must provide proof).

Members are responsible for notifying Residential Services and the officer in charge of housing assignments in writing whenever their plans to occupy a space in the chapter house change.

Members who cancel their contract **at any time during the contract term** are responsible for the following within 24 hours (this time allowance may vary with the last day of each semester): (1) returning their key to the House Director to avoid a \$65 rekey charge, (2) checking out with a sorority representative, and (3) if moving off campus for spring semester, paying the \$600 non-negotiable contract cancellation penalty.

Members who are still enrolled and leave the sorority during the school year without a release from the contract by the House Corporation continue to be financially responsible for room and meal plan charges which accrue against their accounts.

Members are advised not to sign outside contracts or leases until the Chapter and House Corporation have formally notified them of their release.

G. Prorating of Housing and Sorority Meal Plan Charges

Students who live in the Chapter house for only a portion of the semester will be assessed housing and meal plan charges on a prorated basis with the following exception: Students who check out of the Chapter house during early arrival/orientation through the first Friday of classes, for any reason, will be charged the equivalent of prorated room and meal costs for a minimum of five (5) days, plus any applicable cancellation fees and the Sorority Meal Plan Point balance will be taken to zero.

If a student is withdrawing from the University, charges are prorated by the date the student officially checks out with the House Director, not the date the student withdraws from the University. However, in no case will prorating of charges be based on a checkout date earlier than the date the student officially withdraws from the University. See section F, paragraph three (3) for check out responsibilities.

H. Relocation and Termination

1. Nothing in this agreement will limit the right of House Corporation and the University to terminate this agreement.

2. Any member who violates the sorority contract and/or rules and regulations covered by the Terms and Conditions for Sorority Room and Meal Plan (including non-payment) may be required by the House Corporation or University to withdraw from sorority housing accommodations.
3. For the benefit of the individual students and/or the community, behavior, which significantly disrupts individuals or the community, will be grounds for notice to relocate to another assignment or to vacate the sorority and terminate the contract (e.g., disorderly conduct, harassment, unreasonable noise) and pay the \$600 non-negotiable contract cancellation penalty (see section F).
4. The said sorority will give the student at least three (3) days notice of termination or reassignment unless the student, or someone under the student's control, threatens to inflict, or actually inflicts personal injury or substantial damage to the premises or commits an act which is a significant disruption to the community. In such a case, 24 hour notice of termination may be delivered to the student.
5. Failure to: (a) comply with instructions to vacate after termination or relocation by the House Corporation or University or (b) move out after withdrawing from sorority housing, will result in the removal and storage of the member's possessions by the House Corporation or University at the member's expense.
6. Freshman and Sophomore affiliates residing in the Chapter house who choose to disaffiliate are required to move into University housing under the terms of the University's Residency Requirement.

I. Responsibility for Damage / Loss / Maintenance Request

Student rooms and furnishings provided therein are to be used in the manner for which they are designed. No sorority property, including room, sleeping porch and lounge area furnishings, may be moved within the building or taken from the Chapter house.

We acknowledge that depreciation occurs to a building, room, furniture and equipment due to reasonable wear and tear caused by normal usage. However, the member specifically agrees that she will be responsible for damage or other loss incurred to the building, room, furniture and equipment that is in excess of normal wear and tear.

Damage or loss within assigned rooms is the joint responsibility of the members assigned. Members are responsible for reporting any room damages or maintenance needs to the House Director immediately so repairs can be made in a timely manner.

Because all members share responsibility for their sorority, damage, vandalism or loss to public areas (including bathrooms) will be their joint responsibility. Any costs incurred to repair and/or clean public areas (including furnishings) will be equally split and assessed to the entire living group or portion thereof if the person(s) responsible is not identified.

A handling fee of \$5 will be assessed to bill for vandalism and/or damages in excess of normal wear and tear.

J. Inventory

Members are responsible for checking in and out of their rooms with the appropriate Chapter representative and/or House Director. When a room is vacated, it is to be returned to its original condition.

K. Keys

All sororities are locked 24 hours a day and have a card lock access system for entry. Compass Cards (student identification cards) are used for the card lock system. Keys are issued to the appropriate member or guest. Members are responsible for this key until they check out. Students may not lend key or Compass Card to anyone for any purpose. Keys are issued at the Chapter house and returned to the House Director when the member or guest checks out of the room. If a key is lost or stolen, it is the student's responsibility to report the missing key to Residential Services and to pay for the lock to be changed for the security of the resident(s). Failure to return a room key at check out will also result in a lock change. A lock change and new keys costs \$65. Replacement cost for a lost I.D. card is \$10.

L. Assignment of Contract

This contract is not assignable nor can space be subleased.

M. Entry into Premises

We respect each member's right to maximum privacy in her room. Where possible, notice is given by University personnel prior to entering a student room for routine maintenance and inspection. The student will not reasonably withhold consent to the House Corporation, Willamette University or its designee to enter a room/residence in order to inspect the premises, or make reasonable or agreed upon repairs or improvements.

House Corporation and University personnel and their authorized designee(s) may enter a member's room without notice for an emergency, maintenance work, fire safety inspections, fire alarms/drills, insuring compliance with health and safety standards or a reasonable cause to believe there has been a violation of University policy or state or federal law.

By submitting a work order to the House Director to make repairs in the room, the student gives permission for Physical Plant and WITS staff to enter the room even if she is not present.

N. Vacation Periods

Sororities are closed during semester break (Sunday noon following finals through the Tuesday before classes begin at 12 noon). Unauthorized individuals found within secured Chapters during vacation periods will be considered trespassers. Members will be subject to disciplinary action.

O. Personal Property Insurance

The House Corporation and the University are not liable or responsible in any way for the loss of or damage to money, valuables or other personal property of students or guests, or for mental or physical injury sustained on the premises. Members are responsible for maintaining their own personal property insurance and liability coverage for damage, loss/theft of property or fire.

P. Safety and Security

Willamette University is an open campus in an urban area. Students are urged to be cognizant of their own safety and security needs while on and off campus.

The University and House Corporation have taken steps to provide a safe and secure environment. Appropriate room locks and outside door locks are provided. An escort service is available by contacting Campus Safety.

Ultimately the responsibility for personal safety and the security of personal belongings rests with the individual student. Propping exterior doors jeopardizes the safety and security of the entire community and will result in judicial action.

All fire doors including resident's rooms equipped with an automatic door closure are not to be tampered with or disabled. According to the Uniform Fire Code it is a violation to prop a door even if it is attended. The City Fire Marshal, Student Judicial Board, or a Campus Judicial Officer may levy fines.

Q. Health or Safety Concern

If a student's behavior causes sorority or University staff to be concerned for her health or safety and/or the health and safety of others, the University may require that the student meet with a staff member at the Bishop Wellness Center for discussion, evaluation and/or treatment.

R. Abandonment

The member agrees that any goods, bicycles, motor vehicles or other property left after termination of occupancy by any means will be considered abandoned and are subject to donation and/or disposal at the student's expense.

S. Storage

At any time, storage of belongings is at the member's risk. Storage is limited and not guaranteed. Items left more than one year are subject to donation and/or disposal. All items must be clearly marked with the member's name, contact information and the date stored. Items may not be stored in common areas or on sleeping porches at any time. See section O.

T. Parking

Parking permits are required on campus and space is not guaranteed in an adjacent lot.

U. Telephone Service

Only local phone calls may be direct dialed from a campus residence. Long distance calls may be made using a calling card. Students who do not abide by the telephone service regulations are subject to conduct action. Students who elect not to bring their own room phones may check one out from WITS.

V. Indemnity

The student hereby agrees to hold the House Corporation and the University harmless for any suit, action at law or other claim resulting from an injury to the student or the student's guests or invitees or damage to property while living in a sorority unless the injury is caused by the negligence of the sorority or its authorized agents.

W. Severability/Non-Waiver/Remedies Cumulative

The Sorority Terms and Conditions for Room and Meal Plan are intended to comply with all laws applicable to the University and the House Corporation. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, will be held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other application of any such provision will not be affected thereby. The failure of the said sorority to exercise any right or remedy available as a result of the student's breach of any of the terms, covenants or conditions of this Agreement will not be deemed to be a waiver by the sorority of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the student and no breach thereof will be waived, altered or modified except by an express written instrument executed by the sorority. The receipt of rent by the University with the knowledge of the breach of any terms, covenants or conditions of the Agreement will not be deemed a waiver of such breach. Remedies of the University under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

III. Rules and Regulations

The following are prohibited in sororities and/or on University property. Violations may result in conduct action or could, depending on the severity, result in removal from sorority housing.

1. Violations of any published University policy or procedure or any local, state or federal law.
2. Violations of the City Fire Code and University Safety Guidelines, (a) that prohibit the use of an unfused and/or ungrounded extensions, splitters, or power strips, (b) that prohibit storage and/or use of flammable materials, (c) that include non-compliance with fire safety inspection violations.
3. Candles and incense. Advance written permission must be received from Campus Safety to use a candle for ceremonial purposes.
4. Refrigerators in student rooms.
5. Cooking except in the designated student kitchen area. Per health department regulations, only employees are allowed in sorority kitchens.
6. Bare feet in any kitchen area or dining room.

7. The use of electrical equipment such as, microwaves, electric fry pans, electric grills, toaster ovens, hot plates, or any type of exposed burners or open flame devices except in the designated kitchen areas.
8. The use of irons in student rooms.
9. Halogen lights (including halogen desk lamps), sun lamps.
10. The use, sale, distribution or possession of narcotics, illegal drugs or alcoholic beverages in the Chapter house or in any adjacent structures.
11. Commercial use of any part of the Chapter house or grounds, or solicitation anywhere on the premises by residents or nonresidents except as authorized by the House Corporation and/or the University. This includes using the facility as a location for child care or other personal gain.
12. Cats, dogs and other pets, including fish.
13. Gambling.
14. The possession of dangerous weapons including but not limited to sling shots, firearms (including BB, Airsoft and paintball guns), nunchakus, knives, explosives including firecrackers, fireworks, dangerous chemicals or propulsion devices. A weapon includes: (a) any item or instrument defined as a weapon by local, state or federal law, (b) any item designed to cause injury or incapacitate another person, (c) any item used to harass, threaten, intimidate, assault or batter another person, (d) any item the sorority deems dangerous.
15. The installation of or tampering with outside antennas, cables of any kind, or Digital Satellite System (DSS) equipment.
16. The repair or storage of motor vehicles/scooters in any part of the Chapter house or on the adjoining grounds. Vehicles/scooters found on the premises will be removed and stored at the expense of the owner.
17. The unauthorized possession, use, reproduction or sale of keys/I.D. cards to University facilities.
18. Furniture not used in accordance with Chapter guidelines.
19. Waterbeds.
20. The painting of student rooms.
21. Cohabitation.
22. The use of the University's name, symbols and identity without written permission.
23. Noise at any time of the day or night, which significantly disturbs other members.
24. Tampering with smoke detectors, fire safety equipment, fire alarms, and fire fighting equipment or removing automatic door closures.
25. Remaining in the building during a fire alarm or drill.
26. Using hallways, stairways or other emergency exits for recycling, bicycles or other personal property.
27. Blocking emergency exits in any way.

28. Access to roof areas of buildings, porches or covered walkways.
29. Stolen property (e.g., street signs, etc.).
30. Smoking. (Smoking is allowed 25 feet away from University buildings.)
31. Using windows as exits or entrances (except in emergencies) or throwing anything into or out of a window or onto and off any balconies (this includes any use of roof or overhang areas or ledges).
32. Hanging items out of a window or displaying items in a window is subject to the restrictions.
33. Using a study room or common area space for sleeping.
34. Hanging items from pipes, vents, conduits, sprinklers, smoke detectors or other building structures.
35. Failure to clean up bodily fluids. A biohazard clean up fee will be assessed to an individual or to an entire living group or portion thereof if the responsible party is not identified.
36. Anything that changes the outside appearance of the building.