

## HOUSING CONTRACT TERMS AND CONDITIONS 2024-2025



The following constitutes the Webster University Housing Contract (the “Contract”). The housing services described in this Contract are being offered under the terms and conditions stated herein. Agreeing to the contract also indicates agreement with the Housing & Residential Life policies and procedures, as well as the Webster University student handbook. Webster’s community includes students and staff of different genders, races, colors, religions, sexual orientations, ability status, and national and ethnic origins. Webster values this diversity, as it contributes significantly towards each student’s social, cultural, and intellectual life and development. Therefore, conduct that violates the rights of others is **grounds for immediate termination of your occupancy in Housing & Residential Life** and/or withdrawal of future university housing privileges. In addition, such conduct may result in participation in the Webster University Student Code of Conduct processes.

Completing and submitting the Housing Application means that you (*hereinafter* “Student” or “Resident”) have read, understood, and agreed to all the terms and conditions of the Contract.

**1. Consideration:** This Contract is binding, and the Student and/or guarantor shall be responsible for all charges.

**2. Description:** This Contract is between the Student and the University. The University agrees to lease to the Student, and the Student agrees to lease from the University, the Premises. The “Premises” is defined as including each of the following:

- A. The Student’s sole use of the bedspace and furniture in the room or apartment located at \_\_\_\_\_;
- B. Together with the other residents of the room or apartment, the Student’s joint use of the Common Areas in the room or apartment and the property (“Common Areas” are those areas within the room or apartment to which the Student has access without going into another bedspace, as well as those areas within the facility to which all residents have general access.)

**3. Duration:** This Contract is for the entire academic year or remainder thereof after the contract is in effect. Move-in dates will vary for the week of August 12<sup>th</sup>, 2024, based on area of occupancy. This Contract commences following the agreement to this Contract in the Housing Application and on the earlier of the date of authorized move-in or August 19, 2024. Dates for residents:

- Maria Hall & West Hall
  - Fall: August 14<sup>th</sup>, 2024, until 5:00PM December 13, 2024
  - Spring: 10:00AM on January 11, 2025 until 5:00PM on May 9, 2025
- Schultz Hall and any other Webster Housing managed residence hall spaces
  - Fall: August 14<sup>th</sup>, 2024, until 5:00PM December 13, 2024
  - Spring: 10:00AM on January 11, 2025 until 5:00PM on May 9, 2025
- East Hall
  - Fall: August 16<sup>th</sup>, 2024, until 5:00PM December 13<sup>th</sup>, 2024
  - Spring: 10:00AM on January 11, 2025 until 5:00PM on May 9, 2025
- Big Bend, Webster Village Apartments (WVA), and any other Webster Housing managed apartment spaces
  - Fall: August 16, 2024, until 5:00PM December 13, 2024
    - Note: Fall residents may maintain occupancy from December 13, 2024 at 5:01pm – January 11, 2025 at 8:59am if they are enrolled in Spring 1 courses and remaining in the same space.
  - Spring: 9:00AM on January 11, 2025 until 5:00PM on May 9, 2025

**4. Placement and Use of Space:** This contract is for a space in on-campus and off-campus housing. The University reserves the right to make room changes and to consolidate roommates when necessary; i.e., if a Resident vacates a room, the remaining Resident must be willing to accept another roommate or move to another space when requested by the University to do so. The University in good faith will notify the affected Student(s) with at least 24-hour notice; however, in emergency situations little to no notice may be given. Upon said notice, the Student shall respond to the notice within 12 hours, acknowledging receipt of notice.

A. *Room Consolidations:* Housing & Residential Life reserves the right, when any bed space is unoccupied, to place a new student leasee in the unoccupied bed space, or require a student to move to another space. The Resident agrees that consolidation processes are not grounds for housing termination.

B. *Room Change Requests:* Residents may request a bed space change via their Community Director in Housing & Residential Life. Residents agree to follow the room change request process, which may only be bypassed during the room swap period. If the Resident requests to transfer to a space which carries a difference in rate than that of their original bed space, the Resident will pay the difference in cost on a pro-rated basis as a condition of such a transfer. Ability to transfer is based on availability of space and is not guaranteed.

**5. Occupancy:** Occupancy of a space is limited to full-time, registered Students at Webster University’s Webster Groves Home Campus. All residents must be actively enrolled full time to remain in campus housing. This means for undergraduate students at minimum 12 credit hours per semester. Graduate students must maintain 6 hours per semester, with at minimum 3 credits per term. Students must be currently enrolled in classes each term (not including withdrawn or dropped courses) when they live on campus, and must have the majority of classes in both Fall 1 and Fall 2. The space may be occupied only by those Students assigned to the premises by the Housing & Residential Life Office. It will be used only as a private residence and for no other purpose. Any guests must be registered with the Housing & Residential Life Office.

A. *Occupancy Permit:* Residents in the Big Bend are required to obtain and complete an occupancy permit from Webster Groves City Hall prior to move-in. A fee is required to receive an occupancy permit and must be paid by the resident(s) of the space. The permit must contain the names and the dates of birth of all residents in the apartment, in addition to the apartment’s address. Residents are required to give a copy of the occupancy permit to the Housing & Residential Life Staff when checking-in to their respective apartment. Residents who do not submit this occupancy permit during check-in have a five-day grace period to submit the occupancy permit from the moment the Resident receives their apartment key. Residents who do not provide the document by the deadline noted above may be subject to either of the following: 1). A space change in which the Resident will be assigned a different space in campus housing or 2). Contract termination and termination fees.  
*Note: The City of Webster Groves could have additional compliance sanctions, including court action.*

**6. Room Assignment and Claiming Space:** No room assignment may be made until the Housing & Residential Life Office receives the online Housing Contract and the \$175 deposit. An exception to this is made for Students who fall under the Residency Requirement (see 19a in this Contract), who will be automatically assigned a space in campus housing. Should the Student not submit the \$175 deposit with their contract, it may cause them to be placed after those with deposits. Students who have not submitted their housing deposit with their contract are still subject to the fee schedule. In lieu of the forfeiture of deposit, the student will be charged the \$175 housing deposit to their student account. (\$25 is a non-refundable application fee, \$150 is a damage deposit). Once assigned, the Student must claim their space before 5:00PM the day after the official opening day of the housing system in any given semester, or by the date designated by the Housing & Residential Life Office if moving in at another point in the academic year. The Student claims their space by formally checking-in to the space in person or by informing the Housing & Residential Life Office that the Student’s arrival will be delayed. The Student’s failure to claim a space could result in reassignment or release of the Student and may result in termination fees. Students who fail to notify the Housing & Residential Life Office of a late arrival within 48 hours of the housing system opening, may automatically be released from their Student space and termination fees will be placed on the Student’s account.

A. *Variability of Rooms:* Residents understand that any space(s) shown on the Housing & Residential Life website, during a campus/housing tour, and/or any publicity materials are solely an example of space. Residents further understand that each bed space is different and Housing & Residential Life cannot guarantee the furnishing condition, layout, size of space, or any other amenities provided, other than those provided to all residents as outlined in this contract.

**7. Break Housing for Residents in West Hall, East Hall, Maria Hall, and Schultz Hall:** This Contract does not cover housing during the break period between semesters for residents in West Hall, East Hall, and Maria Hall. The residence halls are closed during winter break (between the end of the fall and beginning of the spring semesters). The Webster Village Apartments and Big Bend Apartments do not close during the break period between semesters. Contact the Housing & Residential Life Office for information on Break Housing. Students in West Hall, East Hall, Maria Hall, and Schultz Hall are required to check-out of their space during the break period by the term end dates assigned in this contract (See 3. Duration).

**8. Space Condition:** A Unit condition Report (UCR) will be available to Students during the move-in process via an online UCR form emailed to the residents Webster Email Address. Within forty-eight (48) hours after the Student moves in, the UCR needs to be completed to provide notice of any additional defects or damages in the Premises – in and around the assigned space, including common areas shared with roommates/suitemates; otherwise, the Premises, fixtures, appliances, and furniture, if any, will be considered to be in clean, safe, and good working condition, and the Student will be responsible for defects or damages that may have occurred before they moved in, along with any damages that occur while the Student is in residence. Except for what the Student informs the Housing & Residential Life Office of, in writing or via email to housing@webster.edu, within the aforementioned timeframe, the Resident accepts the Premises, fixtures, appliances, and furniture in their “As-Is” condition, with all faults and imperfections. No changes will be accepted to the UCR after the initial 48 hours.

**9. Meal Plans:** All Students living in a residence hall must have a Meal Plan at the time of execution of this Contract. Changes to the meal plan can only be made within the first week of each semester. If after this time, a Student moves to an area where the meal plan is not required – the meal plan *may* be pro-rated dependent upon the time of year. Pro-ration in this case refers to the total cost of the meal plan divided out amongst the semester, and the Student charged for the period during which they had the meal plan – along with any amount above the pro-ration that the Student

spent. Please note that pro-ration of a meal plan is rare and only available for very extenuating circumstances. At the end of the fall semester, any unused, remaining points will carry over to the next semester, and any block meals are forfeited at the end of each semester. At the end of the spring semester, any remaining points and block meals that are unused are deleted from the Student's meal plan account. Students cannot receive a refund for partially or unused meal plan points or block meals.

**10. Housing Costs, Activity Fee, and Additional Charges:** All housing, meal plan, damage, cleaning, and miscellaneous charges will be placed on the Student account as applicable. An activity fee of \$75.00 per semester is required of all Resident Students; this fee will also appear on the Student's account. If a Student terminates their contract, the activity fee is non-refundable.

**11. Utilities:** The University agrees to furnish electricity, gas, water, internet, sewer, and garbage collection for the space. All utilities may be used only for normal household purposes and must not be wasted. The University will not be liable for any interruption, surge, or failure of utility services provided by it to the Premises or any damage directly or indirectly caused by the interruption, surge, or failure. Further, the University does not guarantee the presence of items in a space to fully utilize each utility (ex., a router for internet access). In the event of an interruption, the Housing and Residential Life Office will notify the affected Students in a timely manner via their Webster email account.

**12. Inspection of Room, Apartment, and property:** The Housing & Residential Life Office reserves the right to inspect spaces and property at any time for damage; unsafe, illegal or unhealthy conditions; to determine whether or not the residents are performing and observing all agreements as outlined in this Contract and Residential Life policies and procedures; to make any necessary repairs/inspections; to perform routine health and safety checks; and/or to verify occupancy. The Housing & Residential Life Office also reserves the right to access the rooms, apartments, and property at all reasonable times for the purpose of showing facilities to prospective Resident Students. Any illegal items or items prohibited in University Housing may be confiscated and disposed of if necessary. Students will be held responsible for possession of any policy violations and illegal items.

**13. Maintenance, Alteration, and Repairs:** The Student is responsible for, and will take good care of, the Premises and Common Areas. The Student will not remove any of the University's property, and the Student will not perform any repairs, painting, wall papering, electrical changes, or other alterations of the Premises without the University's prior written consent. The University can require the Student to pay for the cost of all repairs made necessary by the Student, their guests or any other person's violation, or circumstance created by the Resident or their guest, which caused a breach of Contract, or the negligent or careless use of the Premises or any part of the property. Except in the event of an emergency, if the Student has a request for repairs or services to the Premises, the request must be in writing to the University. In case of malfunction of utilities or damage by fire, water, or similar cause, the Student must notify the University immediately. Additionally, the Student is required to notify the University of any condition, which the Student reasonably believes poses a material hazard to health or safety. Upon receipt of the notice, the University will act with reasonable diligence in making repairs and reconnections. With or without notice, the University can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in its judgment. The University will not be liable for any inconvenience, discomfort, disruptions, or interference resulting from these repairs, alterations, or improvements to the Premises or the property.

*A. Duty to Maintain:* The Resident is responsible for taking reasonable steps to keep the assigned space in good condition and to notify Housing & Residential Life immediately of any conditions that require a repair or other attention. The Resident agrees to take reasonable steps to prevent or minimize the growth of mold and mildew within the space. The Resident shall (i) remove any visible moisture accumulation in or on the space, including on the walls, windows, floors, under the kitchen sink [as applicable] or in the pantry, ceilings, and bathroom; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans where available when necessary; and (iv) keep the climate and moisture in the space at reasonable levels. Residents agree to keep the space in a tidy condition, particularly any shared spaces in sanitary condition. **Residents shall promptly notify Housing & Residential Life of any of the following conditions via the Emergency Work Order Process (<https://webster.edu/housing/current.php>): (i) water overflow, intrusion or leakage, excessive moisture, or standing water inside the bed space or in any common areas; (ii) mold or mildew growth in or on any bed space that persists after attempting to remove with a household cleaning solution; (iii) a malfunction in any part of the HVAC system.** The Resident agrees to maintain the space in a manner that prevents the occurrence of an infestation of bed bugs and other pests. The Resident shall immediately notify Housing & Residential Life of the presence of any pests and shall (i) keep the space in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with Housing & Residential Life in eradicating any pests and take the measures recommended by the University's qualified expert; (iii) immediately notify Housing & Residential Life of any reinfestation or indications treatment has been ineffective. If a Resident fails to observe these requirements and there are instances of infestation of bedbugs or other pests that cannot be traced to another source, the Resident will be responsible for the cost of treatment to the space and any costs associated with cleaning/treating any other portions of the property as necessary to eradicate the infestation.

*B. Damage or Destruction of Premises or property:* If, in the opinion of Housing & Residential Life, the Premises or bed space

should become uninhabitable during the term hereof because of damage or destruction by fire or other casualty, the University shall have the right to move the Resident to accommodations within the Housing system and repair/restore the damaged area(s). Housing & Residential Life shall defer to section 18 regarding contract termination, in the event that the Housing system is not able to accommodate a bed space shift. The Resident cannot enact the termination process for such a situation if a bed space is available.

**C. Resident Requirements:** Resident agrees to follow all of the University's guidelines and requirements regarding the continued maintenance of the Premise by Facilities staff members, including, without limitation, performing additional sanitation and hygiene measures, maintaining social distancing requirements from staff members, and meeting face mask/covering requirements while staff are present within the Resident's space. The Resident recognizes that due to the nature of communal living and Facilities work, not all maintenance can be scheduled in advance. The Resident will work with Facilities to reschedule any non-emergent work if the Resident is otherwise occupied during the initial endeavor.

**14. Safety:** The Student must exercise due care for their and others' safety and security. The Student is responsible for reading the emergency procedures located online. None of the University's safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime.

**15. Liability:** Neither Webster University nor its representatives will be liable to the Student nor any of their guests for injury, damage, criminal action, theft, vandalism, casualty, or loss to person or property, including but not limited to death. The Student hereby releases the University from all liability for and waives any and all right(s) to bring a claim against the University for:

A. All costs due to loss, theft, or damage to Student's personal property. The Student agrees to ensure 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 urges Students to obtain their own insurance to cover any potential losses.

B. All costs for medical or mental health services for illness, injury, emergency services, hospitalization, or treatment.

**16. Force Majeure:** If the University's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous, or interfered with by reason of fire, flood, casualty, lockout, act(s) of God, riots, terrorism, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the University's control, the University shall be excused from performance of this Contract and will not have any liability in connection therewith.

**17. Applicant Background Information:** Applicants who have been convicted of, or plead guilty to, a misdemeanor or felony may be required to go through an interview as part of the acceptance and assignment processes to live on campus. Webster University reserves the right to access any information made available through state and federal sources, as well as conduct any background checks it deems necessary consistent with applicable law. Applicants, who have been suspended or dismissed from a school or college, or required to leave campus housing, may be required to go through an interview as part of the acceptance and assignment processes to live on campus. The University reserves the right to access any information made available through other schools or colleges. The University reserves the right to refuse housing based on the information obtained during such an investigation. The Dean of Students (or designee) will convey any decisions regarding application to reside on campus. Failure to accurately indicate felony or misdemeanor convictions, suspensions or dismissals from other schools or colleges, or removals from campus housing, on the housing application will result in non-acceptance or dismissal from on-campus housing. Further, failure to adequately provide the requested information may result in Student participation in the Student Code of Conduct process.

**18. Conditions Governing Cancellation or Termination:**

*Cancellation:* A cancellation occurs between the date of signing the contract (online housing application) and the start of the Contract term (date of assigned entry). If you wish to cancel the housing contract after you have moved in, that becomes a Request for Termination. Cancellations must be submitted by the student via email with the Student name and ID number. Cancellation fees are dependent upon date and are available at [www.webster.edu/housing](http://www.webster.edu/housing)

*Termination:* Contract Termination refers to the dissolution of a University Housing contract prior to its natural expiration. Specifically, a termination occurs anytime a contract ends between its start date (date of assigned entry) and its end date. This includes if students do not show up for move-in, and did not notify [housing@webster.edu](mailto:housing@webster.edu) in writing. A student must request termination by emailing [housing@webster.edu](mailto:housing@webster.edu). These requests are not guaranteed. This form is available online by emailing [housing@webster.edu](mailto:housing@webster.edu). Forfeiture of deposit and/or termination fees may apply. These rates are available online at [www.webster.edu/housing](http://www.webster.edu/housing)

*For all cancellations and termination requests, it is the student's responsibility to notify [Housing@webster.edu](mailto:Housing@webster.edu) directly of any requested change to their Housing contract. Notifying other university officials or non-email forms of communication does not qualify as a contract cancellation or termination request.*

Conditions include the following:

A. Academic Dismissal: A Student removed from University Housing or the University, due to academic dismissal, must leave University Housing within 24 hours of such notification. The unused portion of the room charge payment, less any damages and outstanding obligations to the University, will be pro-rated to the Student's account and may be refunded in accordance with the University's refund policy. The deposit is subject to forfeiture and/or termination fees may apply.

B. Disciplinary Dismissal: A Student removed from University Housing or the University, as a result of disciplinary action, must leave University Housing within the timeline allotted by the Student Code of Conduct process. The unused portion of the room charge payment, less any damages and outstanding obligations to the University, will be pro-rated to the Student's account. The deposit is subject to forfeiture and/or termination fees will apply.

C. Non-Attendance at the University: The Student who requests in writing to [housing@webster.edu](mailto:housing@webster.edu) to cancel this Contract on or after May 1, 2024, but who does not attend the University the following semester, will forfeit the \$150 deposit and/or cancellation fees will apply, based on the fee schedules for cancellation and termination at [webster.edu/housing](http://webster.edu/housing)

D. Attendance at the University: The Student who requests in writing to cancel on or after May 1, 2024, but who attends the University the following semester, will make room charge payments (room and board) for the entire period of the Contract (full academic year) until written notice of cancellation is received and approved by the Housing & Residential Life Office. If the Student is released based upon withdrawal, and then re-registers for classes during the term of the Contract, the Student will still be obligated to this Contract for room, board, and other housing fees. Full fee schedules for cancellation and termination can be found at [webster.edu/housing](http://webster.edu/housing)

E. Refusal: The University reserves the right to refuse admission or re-admission to University Housing to a Student or void the Contract for reasonable cause. In such cases, the unused room charge payment, plus the deposit, less any damages and outstanding obligations to the University, will be pro-rated and applied to the Students account and may be refunded in accordance with the University's refund policy.

F. Emergency: If fire or other casualty makes the space uninhabitable, the University may terminate this Contract within a reasonable time after such determination by giving the Student written notice. If the University terminates the Contract, and the Student did not cause the loss, the University will refund prorated, prepaid housing charges and all deposit(s), less any deductions, which may be provided in this Contract. In such case, the University shall have no obligation to provide alternate housing.

## 19. Duties, Rights, and Remedies

A. Residency Requirement: All freshmen enrolled at the St. Louis main campus are required to live on campus for their first two years at Webster University. Exceptions to this requirement are granted for freshmen living with their parents or legal guardians within a 35-mile radius of the main campus in Webster Groves. Undergraduate International Transfer Students are also required to live on campus for their first year enrolled in classes at the main campus. Additionally, all study abroad Students (undergraduate and graduate) who study abroad at any of the St. Louis Metro campuses are required to reside in on-campus housing for the duration of their study abroad experience. All site transfer Students are required to reside on-campus for their first year enrolled at the Webster Groves campus. Exemptions from this process can be sought in writing to [housing@webster.edu](mailto:housing@webster.edu)

B. Student Health Requirements: All residents are required to submit information to the Student Health Portal. Residents who do not provide appropriate documents before their assigned move-in date may not be allowed to move in, and students who do not provide appropriate documents by the tenth (10<sup>th</sup>) day of the semester for which the student is enrolled may be subject to the student conduct process, or have a hold placed on their student account.

- (1) Due to the communal nature of living in University Housing, there are vaccine requirements. Full and updated information on vaccines is available at [www.webster.edu/student-health-services.php](http://www.webster.edu/student-health-services.php). Currently all residents in Webster University Housing are required to provide proof of the following vaccinations as part of their Health Portal: MMR vaccination (two doses of the MMR vaccine), and Meningitis (If given before age 16 a booster is also required). The University reserves the right to update vaccine and health requirements, and updates to said requirements are not considered approved grounds for cancellation or termination of the Housing contract.

C. Compliance: Rules and regulations appearing in the Student Code of Conduct for Webster University, the Webster University Student Handbook, the Residential Life Handbook Policies and Procedures, University health and safety policies, mutually agreed upon addendums to this Contract, and other policies promulgated by the Housing & Residential Life Office are made part of this Contract by reference. Residents are responsible for reviewing, knowing, and adhering to all applicable policies. The Residential Life Handbook Policies and Procedures can be viewed at [www.webster.edu/housing](http://www.webster.edu/housing) or can be sent via surface mail prior to Student check-in with a written request to [housing@webster.edu](mailto:housing@webster.edu). These rules and policies are considered to be a part of this Contract, and the Housing & Residential Life Office can revise, amend, expand, or discontinue the rules and policies at any time, and will provide reasonable notification to residents of such changes. Students must also comply with applicable laws, orders, ordinances, regulations. While the University aims to protect the health and safety of residents, Resident experience may be impacted as the University continues to make public-health informed decisions.

To the extent reasonably practicable, the University will endeavor to update you with timely information about specific health and safety guidance important for residents. All health and safety policies of the University are incorporated herein by reference. All Students must comply with the health and safety policies of the University. Adherence to any health and safety requirements that the University reasonably deems appropriate applies to all residents, staff, guests and visitors and extends to all aspects of residential living, including rooms, bathrooms, apartments and Common Areas.

D. Government & University Guidelines: The Resident agrees, when on the Premises, to follow all federal (including the CDC), state, and local guidelines and recommendations. These guidelines are subject to change. The University and/or Housing & Residential Life will communicate any changes via email or signage to the Resident. In the event of conflicting guidelines, the Resident should adhere to those set by the University.

E. Abandoned property: Any property left by a Student will be considered abandoned and may be disposed of accordingly by the University. In the event a Student refuses to surrender possession of the assigned space after this Contract terminates, the Student consents to the University removing all property from the assigned room and placing it in storage at the Student's expense for a period not to exceed fourteen (14) days. The Student agrees to reimburse the University for all Storage Fees and expenses and to recover the property prior to the expiration of the fourteen (14) days, or it will thereafter be deemed abandoned.

F. Respect of Privacy: The University will make reasonable efforts to respect the privacy of Students and give prior notice, if possible, of entry into the Student's room for purposes of inspection and verification of occupancy, improvements, repairs, orderliness, Resident health and safety, and compliance with the terms of this Contract, including University policies, rules, and regulations. However, the University reserves the right of entry, without notice, in emergency situations posing a threat to life or property and for such purposes as are reasonably necessary to preserve Resident health and safety, campus order, and discipline.

**20. Accommodations for Students with a Disability, Injury, Illness or Other condition**: The University is committed to provide equal access to its residence life facilities and will give full consideration to all student requests for reasonable accommodations (temporary or long-term) needed as a result of an access concern, 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 Webster University Academic Resource Center (Loretto Hall, room 40-48, 470 E. Lockwood Ave., St. Louis, MO 63119; Phone: (314)-246-7620; email: [disability@webster.edu](mailto:disability@webster.edu)). 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. Any emotional support animals must be pre-approved by the Academic ADA Coordinator and Director of Housing and Residential Life before an ESA is allowed to enter housing spaces.

**21. Waiver**: Resident, for Resident and Resident's executors, administrators, heirs and assigns, releases and holds University harmless from any and all rights and claims which Resident, individually or jointly, may have or which may hereafter arise against the University, and any of the University's members, directors, trustees, officers, employees, contractors, agents, and assigns (collectively, the "Released Parties"), for damages, losses, demands and any other actions related to the Student's use of the Common Areas, room or apartment, to the extent such waiver is permitted by law. Resident acknowledges this waiver is supported by valuable consideration set forth in this Contract, including without limitation access to University housing under the terms of this Contract, which access would be denied absent Resident's acceptance of this waiver. This waiver includes but is not limited to any and all injuries, damages or illnesses suffered by the Resident, which may, directly, indirectly or in any way whatsoever, arise out of, be proximately caused by, related to or connected with the Resident's use of or presence in the Premises, **including any injuries, damages or illnesses arising out of or caused by the present or future negligence of any of the Released Parties**. This waiver is not intended to cover intentional torts or any claim whose prospective waiver is not permitted by applicable law. Resident acknowledges and understand that by residing in a University room or apartment, Resident assumes the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to communicable diseases.

**22. Non-Discrimination**: Webster University ensures high quality learning experiences that transform students for global citizenship and individual excellence. As such, the University does not discriminate on the basis of age, sex, race, religion, color, ethnic/national origin, disability, sexual orientation, gender expression, or veteran status. Grievances should be pursued according to the Student Grievance Policy and Procedure described within the Student Handbook