

Western Iowa Tech Community College  
Department of Housing & Residence Life  
**OCCUPANCY & DINING AGREEMENT**



This document and those referred to within it constitute Western Iowa Tech Community College's ("WITCC" or "College") Residence Hall Occupancy & Dining Agreement ("Agreement"). The services described in the Agreement are offered exclusively under the terms and conditions stated. *To indicate your acceptance of the Agreement:*

1. Complete and sign the enclosed Agreement Acceptance Form.  
-AND-
2. Return the Agreement Acceptance Form to the Housing Office along with your \$145 combined application fee and occupancy deposit. **NOTE:** \$125 of the required fee is a deposit, the deposit will be returned to the payer at the end of the resident's occupancy period, subject to the conditions in provision 4 of this Agreement, *provided* the resident has no outstanding balance remaining on their student account. \$20 of the required fee for student housing is the application fee and is non-refundable.

**Your signature on the Agreement Acceptance Form indicates that you have read the Agreement, understand it, and agree to all the provisions and conditions included in it. This Agreement becomes binding on the resident when WITCC receives your signed Agreement Acceptance Form with the \$145 combined application fee and occupancy deposit.**

## 1. ELIGIBILITY

- A. To be eligible to live in the Residence Hall or Apartments the resident shall, during the term of this Agreement, be enrolled and attending Western Iowa Tech Community College and be a student in good standing. A student living in summer housing must be enrolled in a summer term class or registered for the fall semester immediately following the summer term.
- B. Loss of student status at any time during the Agreement period will result in the termination of this Agreement and eviction from the residence halls within 72 hours of the loss of student status. Loss of student status can occur due to, but is not limited to, the following circumstances:
  1. Failure to pay the balance on your student account.
  2. Failure to register or remain registered for classes.
  3. Reductions in financial aid caused by withdrawing from classes or failing to earn grades required by financial aid conditions.

## 2. TERM OF OCCUPANCY

The term of this Agreement shall be the WITCC academic period as established by WITCC academic calendar. The term begins at the start of the fall semester and ends on the last day of classes in the spring semester. The last day of classes for each term shall be the date so designated by WITCC and that date may be earlier than the date anticipated at the time of the signing of this Agreement. The resident understands that other residents will be assigned by WITCC to said unit and that the resident will not have the sole and exclusive use thereof.

## 3. OCCUPANCY & DINING FEE

- A. **The occupancy fee must be paid, or a payment plan established, prior to obtaining keys to any unit.** The agreed fee to be paid by the resident to the College per semester is (Rates as currently charged are subject to change):

### Sun Ridge Court

1 Bedroom Unit (2 occupants) - Room \$1470 + Board \$750  
2 Bedroom Unit (4 occupants) - Room \$1175 + Board \$750

1 Bedroom Family Unit - Apartment \$2785 – No Meal Plan  
2 Bedroom Family Unit - Apartment \$3070 – No Meal Plan

### Bur Oak Suites

4 Bedroom Suite (4 occupants) - Room \$1750 + Board \$750

*Failure to pay the occupancy fee or establish a payment plan in a timely manner will result in termination of the occupancy agreement.*

- B. Financial Aid awards will be applied to the room & board balance before any refund will be issued.
- C. Failure to pay in advance or establish a payment plan may result in termination of this Agreement. An automatic payment plan requires a down payment, followed with automatic monthly installments directly debited from a bank account or credit card.
- D. Special occupancy fees are paid in full by entering date.

## 4. OCCUPANCY DEPOSIT

At the time of execution of this Agreement, resident will deposit, with the College, \$125 as an Occupancy Deposit from which the College may withhold such amounts as are reasonably necessary to:

- A. remedy the resident's default for nonpayment of occupancy fees;
- B. restore the resident's unit to its condition at the commencement of the occupancy, ordinary wear and tear excepted;
- C. recover the expenses incurred in acquiring possession of the unit from the resident in the event that resident does not surrender possession pursuant to the terms of this Agreement;
- D. remedy any and all other losses which the College may suffer due to a breach of any of the terms and conditions of this Agreement by the resident.
- E. In cases of involuntary termination of this Agreement, the College will retain the Occupancy Deposit.
- F. In cases of extenuating circumstances, the College will determine whether the occupancy deposit will be refunded to the resident.

Subject to the foregoing, the College will return the Occupancy Deposit to the resident, less any deductions, within thirty (30) days of the date of termination of the occupancy and receipt of the resident's mailing address with delivery instructions, and a proper check-out by the resident which includes returning the key to the unit and the assigned mailbox.

## 5. NONPAYMENT OF OCCUPANCY FEE

In addition to other remedies available to the College which are provided by law and without prejudice thereto, if occupancy fees are unpaid when due and resident fails to pay the occupancy fee within five (5) days after notice by the College of nonpayment and notice of intent to terminate, then the College may immediately terminate this Agreement at any time thereafter without further notice.

## 6. OCCUPANCY FEE REFUND

**A resident may be relieved from the obligations of this Agreement by buying out the Agreement in the amount of a 50 percent fee for breaking the agreement. The 50 percent fee is based upon the semester charge. A 50 percent fee will not be assessed upon completion of half the semester. When the midpoint of the semester is reached, the resident will be responsible for paying the entire occupancy fee. There are no occupancy fee refunds on summer or special sessions.**

**A resident may also be relieved from the obligations of the Occupancy & Dining Agreement at the end of a semester. This is the only time a resident will not be assessed the 50 percent fee or full occupancy fee. Notice of a resident's move out, in writing, must be given thirty (30) days prior to the last day of classes for that semester. Student Federal Aid Refund Policy supersedes any refund clause in this Agreement.**

## 7. TERMINATION OF OCCUPANCY AGREEMENT

If resident fails to fully comply in all respects with or breaches any of the terms and conditions of this Agreement, the College may immediately terminate this Agreement. Prior to termination of this Agreement, the College will serve a written Notice of Termination of Occupancy upon the resident. The Notice will contain a brief explanation of the reason(s) for termination. Within twenty-four (24) hours after receipt of the Notice, resident may appeal the termination to the Dean of Students, or designee. The appeal must be made in writing. The Dean of Students, or designee, will make a decision regarding termination within twenty-four (24) hours following receipt of the resident's appeal. If the decision of the Dean of Students, or designee, is to terminate the occupancy of the resident, the resident shall immediately remove herself/himself and all of her/his personal belongings from the unit.

Charges and refunds following an involuntarily terminated Occupancy Agreement follow the same guidelines found in provision 6 of this Agreement. If the resident fails to immediately remove herself/himself and all of her/his personal belongings from the unit, the College will immediately remove the resident and her/his belongings by whatever means deemed appropriate. WITCC will store the resident's belongings for 30 days after termination of the Occupancy Agreement, then dispose of the belongings. In addition to termination of occupancy, the College may pursue any other remedies available to it under law, including, but not limited to, injunctive relief and money damages.

## 8. EFFECTIVE DATE

This occupancy agreement shall not be effective and binding on the College unless and until accepted by the College.

## 9. WITCC STUDENT HANDBOOK

Residents are encouraged to carefully read the WITCC Student Handbook before signing this Agreement. The Student Handbook is available online at [http://www.witcc.edu/pdf/student\\_handbook.pdf](http://www.witcc.edu/pdf/student_handbook.pdf). Resident is responsible for all of the information provided in the WITCC Handbook as there are further regulations and policies not included in this Agreement.

## 10. ROOM ASSIGNMENT & CONSOLIDATION

All decisions on room assignments or on the termination of any resident's Occupancy Agreement shall be made by the College. Units will be assigned on an availability basis according to the date and receipt of the Occupancy & Dining Agreement and the \$145 combined application fee and deposit. Room changes or change in occupants shall be made only with the approval of the College. If one of the occupants of a unit vacates, the remaining occupants will accept another occupant (roommate) as assigned by the College or move into another unit as directed by the College. The Department of Housing & Residence Life reserves the right to consolidate rooms and roommates at any time. Units cannot be assigned or sublet at any time. This Occupancy Agreement will be terminated if units or rooms within the unit are sublet by the resident.

## 11. MEAL PLAN

Subject to the subsequent exceptions, a meal plan with the Overlook Cafeteria is mandatory for all residents living in Sun Ridge Court and Bur Oak Suites. A meal plan consisting of a \$750 declining balance will be placed on the resident's student account each semester. The meal plan balance from the fall semester may be carried over to the spring semester. An additional \$750 will be added to the meal plan in the spring semester. The Overlook Cafeteria will retain any balance remaining after the student has completed the spring semester and is not enrolled in the summer term, or if the student is enrolled in the summer term, upon completion of the summer term.

The meal plan is subject to College refund policies. If a student terminates her/his Occupancy Agreement with the College within the first ten business days of the semester, she/he will have the option of a 50% refund of the remaining meal plan balance. Refunds will not be made after the first ten days of the semester. Meal Plans are optional for Family Housing.

## 12. STUDENT ID/ACCESS CARD

The resident's student ID serves as an access card to the front doors of Bur Oak Suites and main door to the unit. It is essential that residents keep their access card on their person at all times. Residents are permitted possession of one student ID/access card at any time. Duplicate student IDs/access cards are not permitted. Replacement IDs/access cards can be obtained from Enrollment Services for a fee of \$20. In order to provide Sun Ridge Court residents access to Bur Oak amenities, residents of Sun Ridge Court will have access cards to Bur Oak Suites. All cards must be programmed by the Department of Housing & Residence Life in order to enable the access cards.

## 13. CHECKOUT PROCEDURE

When a unit or room is permanently vacated, either during the term or at the end of a term, the resident's keys (unit and mail) must be returned to the College, the unit must be thoroughly cleaned, and a proper check-out must be completed. No refunds will be made until this provision has been complied with. Furthermore, residents who fail to check-out of their assigned unit in a proper manner are considered to occupy the unit, will be charged for occupying the unit, and are deemed responsible for all campus policy violations occurring in the unit.

## 14. DAMAGE TO COLLEGE PROPERTY

The resident shall not damage or permit the premises to be damaged or depreciated in value in any way, ordinary wear and tear is excluded. The driving of objects into the woodwork, walls, ceilings, floors, and doors is prohibited. No tape or hangers with adhesive backing may be used on the walls. Thumb tacks or small "penny" nails can be used for hanging items. Resident agrees College property in common areas and individual units shall not be removed from the area where the property is located. Resident agrees not to modify College property in any manner. Any loss or damage to or malfunction of furniture, appliances, or equipment or any damage to the unit shall be reported to the College. The resident will keep the unit, appliances, furniture, and fixtures as clean as their condition allows at all times.

## 15. GARBAGE & WASTE DISPOSAL

The College will designate places for garbage and waste materials. Garbage and waste materials must be carried to the appropriate receptacle and disposed of properly. Garbage and waste materials are not to be left in the unit for extended periods of time or left outside of the unit door.

## 16. ROOM INSPECTIONS

The College shall have the right to inspect the unit for purposes of pest control and health/sanitation inspections, these inspections will occur the first Tuesday of every month unless otherwise notified. This provision shall be construed as actual and constructive notice for the monthly inspections.

## 17. ROOM ENTRY – NO NOTICE REQUIRED

The College shall have the right to enter the unit without notice for the following situations: maintenance being performed, in the event of an emergency, health/sanitation inspections, imminent risk to the safety and/or health of a resident, to carry out routine College business, reasonable suspicion that a College and/or Housing policy is being or has been violated, a warrant being carried out by law enforcement, or if there is sufficient reason to believe that serious breach of this Agreement is occurring or has occurred.

## 18. ALCOHOL PROHIBITED

The possession of intoxicants is prohibited in all areas of the College and all areas of the residence halls, including the complex grounds, common areas, and parking lots. Possession of empty alcoholic beverage containers, including cans, bottles, kegs, boxes, etc., is not permitted for any purpose. If this policy is violated, disciplinary action will be administered through the College AND law enforcement, if the violation warrants such action.

## 19. TOBACCO USE PROHIBITED

In compliance with Iowa state law, WITCC is a smoke-free campus. Smoking cigarettes and use of other tobacco products is NOT PERMITTED in the residence hall rooms, common areas, parking lots, College property, or within 50 feet of the College campus at any time. Failure to comply will result in disciplinary action.

## 20. ILLEGAL DRUGS PROHIBITED

Possession, distribution, use and/or trafficking of illegal drugs are not allowed in the residence hall rooms, common areas, or premises. Any controlled substance or agent having the potential for abuse and/or possessing paraphernalia for drug use is also prohibited. The Department of Housing & Residence Life has a **Zero Tolerance Policy**. Disciplinary action and termination of this Agreement will occur if this policy is violated.

## 21. WEAPONS PROHIBITED

All firearms, explosives, fireworks, and/or other items capable of inflicting injury and/or harm to others and/or self under Iowa or Federal Law are not permitted on College and Student Housing property for any reason. Disciplinary action and/or termination of this Agreement may result if this policy is violated.

## 22. PET POLICY

Pets, with the exception of fish in a tank not exceeding five gallons, are prohibited. Pets and/or animals found in the unit may be cause for disciplinary action. Service animals, as defined in the Americans with Disabilities Act, belonging to disabled residents are exempt from this policy.

## 23. PARKING & VEHICLE REGISTRATION

Adequate parking is made available for all the residents living on campus. Only one vehicle is allowed per resident and they must be parked according to College regulations; Family Housing may be approved for more than one vehicle. Motorcycles, mopeds, and motorized scooters are to be parked in the parking lot and are not to be taken into the units or in areas surrounding the units for any reason at any time. Automobile and/or motorcycle parts are not to be in the units unless they are in closed packages.

## 24. GUEST POLICY & GUEST REGISTRATION

Overnight non-resident guests are only permitted on weekends, Friday night to Saturday morning and Saturday night to Sunday morning. Guests present on College property past 1 a.m. are considered "overnight guests" for the purpose of this policy.

Overnight guests (and their vehicle) must be registered with the College. The resident, prior to having an overnight guest on campus, must obtain and complete an overnight guest authorization from the Department of Housing & Residence Life and all roommates must agree to the guest's presence by signing the authorization form. If a roommate objects to the presence of a guest or the behavior of a guest, the guest must leave the premises.

The resident is responsible for their guest(s) at all times and shall be responsible for any damages to the premises or policy violations caused by that resident's guest(s). All guests must be escorted by the resident they are visiting between the hours of 10:00 p.m. and 10:00 a.m. seven days a week.

Overnight non-resident guests found lacking proper registration credentials shall be removed from College property and may be issued a no trespass warning. Individuals found in violation of a no trespass warning will be subjected to sanctions determined at the discretion of local police authorities.

Residents may have other residents stay overnight, provided all roommates agree and sign an authorization form. Roommate permission regarding the presence of an overnight guest may be revoked by a roommate at any time.

## 25. COURTESY & MANDATORY QUIET HOURS

The resident and any guest(s) of the resident will conduct herself/himself in a manner that will not disturb another resident's peaceful enjoyment of the Residence Halls. As such, Courtesy Hours are to be in effect twenty-four hours a day, seven days a week. Mandatory Quiet Hours are in effect Sunday through Thursday, 11:00 p.m. – 8:00 a.m. and Friday and Saturday, 1:00 a.m. – 8:00 a.m. Failure to comply may result in disciplinary action.

## 26. SERVICES PROVIDED BY THE COLLEGE

Utilities, cable service, and internet service will be included in the occupancy fee. Utilities supplied to each occupant will include electric and water. The cost of normal utility usage is included as part of the occupancy fee based on full occupancy and the design of the unit. The Department of Housing & Residence Life reserves the right to assess additional utility charges to the resident's account if excessive usage is determined.

## 27. TERMS OF USE & CONSTRUCTION

Wherever possible, each provision of this Occupancy Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Occupancy Agreement shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Occupancy Agreement.

Words and phrases herein shall be construed in the single or plural number, and as masculine, feminine, or neutral gender, according to the context.

## 28. NOTICE REQUIREMENTS

Any notice, except as otherwise herein provided, for which provision is made in this Occupancy Agreement, shall be in writing, and may be given by either party to another, in addition to and in any manner provided by law, in any of the following ways, by personal delivery; by service in the manner provided by law for the service of original notice; or by sending said notice by certified or registered mail, return receipt requested, to the last-known address.

For the purposes hereof, all notices to the College shall go to:

Western Iowa Tech Community College  
Department of Housing & Residence Life  
P.O. Box 5199  
Sioux City, IA 51102-5199

**If you have any questions  
regarding the Occupancy &  
Dining Agreement, please  
contact:**

**WITCC Housing & Residence Life  
(712) 274-6417**

**Or Email Us:**

**Steele Welcher  
Residence Life Manager  
stele\_welcher@witcc.edu**

**Sara Klatt  
Housing Supervisor  
klatts@witcc.edu**