

## *Housing and Dining Agreement for Fall 2008-Summer 2009*

This Housing and Dining Agreement (“Agreement”) is between the Resident and Drexel University through its Offices of Dining Services and University Housing and Residential Living (hereafter collectively referred to as the “University”). It sets forth the terms and conditions by which a Resident will live in accommodations owned or leased by the University and use dining services provided by the University. The University agrees to provide Residents with facilities, services, and a living/learning environment at a specific cost. The Resident agrees to use these facilities and services in a manner appropriate to the University’s purpose as a private non-profit institution of higher education. This Agreement will be effective on the date the Resident submits the Housing Application to the University.

### **TERMS AND CONDITIONS**

- 1. Residency Requirement:** The University requires all Residents, who are non-transfer, first-year students under the age of 21 at the time of application, to live in the University residences for their first three academic quarters or two semesters, depending on whether the Resident is on a quarter or semester academic schedule. The only exceptions to this residency requirement are for Residents who are married students or students who reside with their parents and/or permanent guardian and commute to campus. The University requires that all Residents who are first-year students, including students transferring from other institutions, living in the main campus residence halls to participate in the Gold Meal Plan.
- 2. Eligibility:** Only registered full-time students, including students on co-op assignments, are eligible for University housing. University students not registered for classes by week three of an academic quarters/semester will be removed from housing and this Agreement will be terminated immediately and the Resident will be charged in accordance with the Refund Schedule for Acceptable Reasons.
- 3. Obligations:** By agreeing to the terms of this Agreement, the Resident agrees to adhere to all federal, state, and local laws and ordinances, and University policies, procedures and regulations, including the Student Handbook. If a Resident breaches any provision of this Agreement, the Resident may be subject to loss of housing, disciplinary action and may be liable for the damages. This Agreement will be effective on the date the Resident submits the Housing Application to the University.
- 4. Housing Deposit:** A non-refundable \$200 housing deposit must be paid by the application deadline or at the time of application, whichever is later. If a Resident lives on campus for all quarters/semesters indicated on the application or if a Resident terminates the Agreement for Acceptable Reason #16 iii or iv, a Resident’s housing deposit will be credited to the Resident’s Bursar account.
- 5. Payment:** All housing fees are payable to "Drexel University" and the Resident is billed through the University’s Bursar’s Office. Payments are due in full according to the amounts and schedules posted by the University’s Bursar’s Office.
- 6. Term of Agreement:** The Term of this Agreement shall be for one full academic year (Fall, Winter, Spring and Summer Quarters or Fall, Spring and Summer Semesters. Agreements entered into mid-year shall be in force through the end of the applicable summer quarter or semester.
- 7. Hall and Room Assignment:** Both a housing application and a housing deposit are required to secure housing. For both new and returning students every effort is made to honor a Resident's preference for roommate, room type, and location; however, the University cannot guarantee any specific requests. **THE UNIVERSITY RESERVES THE RIGHT TO CHANGE A RESIDENT'S HALL AND ROOM ASSIGNMENT AT ANY TIME FOR ANY REASON.**
- 8. Dining Services:** For all Resident who are first-year students, including students transferring from other institutions, the Gold Meal Plan is mandatory. Meal plan terminations will only be granted upon the termination of this Agreement. All meal plan dollars must be used by the end of each quarter/semester. Any remaining meal plan dollars at the end of the quarter/semester will be forfeited. Only the Resident who has purchased the meal plan may use this plan to gain unlimited access to the Dining Center. Meals are not transferable to another Resident or student and are nonrefundable. Meals must be consumed in the Dining Center. Residents who would like to bring guests to the Dining Center may use meal plan dollars or cash to pay for their meals. Residents must have their DragonCard in order to access the Dining Center. When you sign this Agreement, you are agreeing to pay for all dining fees when due and abide by all rules, regulations, and standards of conduct of the University including the Student Handbook.
- 9. Check In:** Upon the initial arrival to a residence hall, a Resident is required to complete the check-in section of the Key Card form. After the Key Card is completed, the Resident will receive a key to his/her room. It is the responsibility of the Resident to review the condition of the assigned room and to sign the Room Condition Report (“RCR”) form. The RCR officially documents the condition of the room at check-in. Completion of the RCR is vital to our policy of assessing damage charges to the appropriate Resident throughout the academic year and at check-out. Failure to complete the RCR form and submitting a copy to the front desk will result in the Resident accepting the room as is and being responsible for all damages assessed at the time of check-out.
- 10. Failure to Check In (No Show):** A Resident is required to check into the residence halls during the approved check-in periods. In the event that the Resident does not check in during the approved check-in period, he/she may be designated as a “No Show”. The University may terminate the Agreement and/or reassign that the Resident’s room to another Resident. The Resident will be held

accountable for fees totaling one quarter/semester until a Request for Release is approved by the University. If a Resident will not be able to arrive during the check-in period, it is important that he/she contact the University in writing, by email or the US Postal Service no later than the last check-in day to the following office:

Office of University Housing  
101 N. 34<sup>th</sup> Street  
Philadelphia, PA. 19104  
T: 215-895-6155  
F: 215-895-6225  
E: housing@drexel.edu

**11. Residence Hall Closures and Housing During Breaks:** The residence halls are closed for the duration of the various breaks which occur between the period at the end of one quarter/semester and the beginning of the next. Accommodations for housing during these breaks are by special arrangement within specified halls only. A per diem rate will be charged to students for housing during breaks, which is in addition to the regular per term rate. All terms and conditions of this Agreement shall apply to all housing accommodations during breaks.

Residents of first-year halls are not eligible for housing during breaks between the fall and winter quarters/semesters, as these halls are closed during this period. Residents in returning student halls are eligible for housing during breaks, with the exception of the end of the year holiday period. The closing notices for each quarter/semester must be consulted for specific closing dates.

**12. Check Out:** A Resident leaving at the expiration or termination of the Agreement must follow the check-out procedures. A Resident is required to complete the check out section of the Key Card form. When available, a Resident may opt for an express check-out by completing an Express Check-Out Form at the front desk. A Resident choosing express check-out will waive all rights to appeal damage assessment charges. Checking out does not constitute termination of this Agreement.

**13. Damages:** The Resident agrees not to deliberately or negligently destroy, deface, damage, remove or alter the condition of their assigned room, residence hall or University property. If liability cannot be determined within any residence room, suite, floor, wing or hall, the University reserved the right to charge a group collectively. All outstanding damage assessment charges will be billed to a Resident's University account and must be satisfied in accordance with the University's Bursar's Office payment schedule.

**14. Room Entry:** The University reserves the right to enter a Resident's room for the purpose of routine maintenance, inspection and repair, preservation of health, safety and quietude, investigation and in cases of emergency.

**15. Liability:** The University shall not be liable for any loss or damage to a Resident's personal property, whether such loss or damage is caused by fire or other casualty, theft, or any other cause. The University recommends that residents secure personal property insurance or homeowners or renters insurance to cover their personal items while a Resident.

## **16. Termination:**

**Request for Release from Housing Agreement (Termination):** Any Resident seeking early termination of the Agreement must complete and submit a Request for Release form to the University along with appropriate supporting documentation to the following office:

Office of University Housing  
101 N. 34<sup>th</sup> Street  
Philadelphia, PA. 19104  
T: 215-895-6155  
F: 215-895-6225  
E: housing@drexel.edu

In the event a Resident can document one of the specified Acceptable Reasons below, the Request for Release will be approved effective immediately. If the Resident checks out within forty eight (48) hours of approval notification, the date of the approval notification will determine their refund amount. If the Resident checks out beyond forty eight (48) hours of the approval notification, the date of check-out will determine their refund amount.

### **Acceptable Reasons:**

- i. Not Attending University** – Required supporting documentation includes a signed letter from first-year students and transfers only, stating their intent not to enroll at the University. The housing deposit is non-refundable.
- ii. Academic Withdrawal from the University** - Required supporting documentation includes a completed Undergraduate Withdraw Form. The housing deposit is non-refundable.
- iii. Co-op Outside the Area** - Required supporting documentations includes a Request for Release form signed by a Resident's co-op advisor confirming the Resident's acceptance of a co-op assignment outside of a 10-mile radius of the University's campus. Additionally, the Resident must provide verification of new residence.

**iv. Study Abroad** – Required supporting documentation includes a Request for Release form signed by Study Abroad Office verifying participation in a study abroad program.

**v. Taking a Quarter/Semester Off** – Required supporting documentation includes a signed letter from the Resident stating their intent to take a quarter/semester off by not registering for classes or co-op for any given quarter/semester. The housing deposit is non-refundable.

The Request for Release and supporting documentation must be submitted to the University by the 1<sup>st</sup> day of classes of the quarter/semester being terminated in order to receive a full refund.

**Refund Schedule for Acceptable Reasons:** When a request for early termination is approved for one of the above acceptable reasons after the first day of classes of the quarter/semester, the housing charges are refunded according to the following schedule:

**Quarter Students**

Amount of Refund	Fall 2008	Winter 2009	Spring 2009	Summer 2009
100% refund	By 9/22/08	By 1/05/09	By 3/30/09	By 6/22/09
75% refund	After 9/22/08	After 1/05/09	After 3/30/09	After 6/22/09
50% refund	After 9/29/08	After 1/12/09	After 4/06/09	After 6/29/09
25% refund	After 10/06/08	After 1/19/08	After 4/13/09	After 7/06/09
No refund	After 10/12/08	After 1/25/08	After 4/19/09	After 7/12/09

**Semester Students**

Amount of Refund	Fall 2008	Spring 2009	Summer 2009
100% refund	By 8/28/08	By 1/07/09	By 5/19/09
75% refund	After 8/28/08	After 1/07/09	After 5/19/09
50% refund	After 9/4/08	After 9/21/09	After 5/26/09
25% refund	After 9/11/08	After 9/28/09	After 6/2/09
No refund	After 9/18/08	After 11/4/09	After 6/9/09

**Termination Fee Schedule**

Terminations not falling into one of the Acceptable Reasons categories listed in Section 15 of this Agreement are subject to the Termination Fee Schedule. Please note that having a contractual obligation for another living arrangement will not be honored as a valid reason for release from this Agreement. The University strictly enforces its cancellation policies. The termination fee is based on the date of receipt by the University of the Request for Release form (via email or US Postal Service) notification:

**Quarter Students**

Amount of Refund	Fall 2008	Winter 2009	Spring 2009	Summer 2009
100% refund	By 3/31/08	By 6/23/08	By 9/22/08	By 1/05/09
75% refund	After 3/31/08	After 6/23/08	After 9/22/08	After 1/05/09
50% refund	After 6/15/08	After 9/15/08	After 12/15/08	After 3/15/09
25% refund	After 7/15/08	After 10/15/08	After 1/15/09	After 4/15/09
No refund	After 8/15/08	After 11/5/08	After 2/5/09	After 5/5/09

**Semester Students**

Amount of Refund	Fall 2008	Spring 2009	Summer 2009
100% refund	By 6/15/08	By 9/15/08	By 12/15/08
75% refund	After 6/15/08	After 9/15/08	After 12/15/08
50% refund	After 6/15/08	After 9/15/08	After 12/15/08
25% refund	After 7/15/08	After 10/15/08	After 1/15/09
No refund	After 8/15/08	After 11/5/08	After 2/5/09

A Resident who has lost housing as a result of a disciplinary sanction of the University, is not entitled to receive a refund for the quarter/semester in which the sanction became effective, regardless of the date.

In the event a Resident fails to comply with the termination provisions of this Agreement, the Resident will be liable for all housing charges for the remainder of the Agreement.

**17. Right of Assignment:** Any upperclass Resident who has entered into an Agreement and wishes to be released from the Agreement may assign their Agreement to another student wishing to become a Resident. The student to which the Resident wishes to assign the Agreement must be eligible for on-campus housing and must be an upperclass student of the same gender. The Resident seeking a release from their Agreement must submit their request to the University in writing for approval. No assignments may be made without the express written permission of the University. Please Note: If an assignment is approved, the Resident who has assigned the Agreement has waived his/her right to the housing deposit.

An assignment may not be another Resident who is currently assigned to another University residential hall assignment (even if approved) and is conditioned on the student to whom the Agreement is being assigned entering into their own Agreement before the vacating student's release is approved. The University shall prorate the charges for both Residents based on the move-in date of the Resident to whom the Agreement is being assigned.

**18. Governing Law: Jurisdiction:** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the Resident and the University hereby submit to the exclusive jurisdiction of the courts located in the Eastern District of Pennsylvania for litigation of any disputes arising under this Agreement.