

Housing Agreement for Fall 2007-Summer 2008

CONTRACT:

This document constitutes an agreement between the resident, Drexel University, Dining Services, and the Offices of University Housing and Residential Living. It sets forth the terms and conditions by which a resident will live in accommodations owned or leased by Drexel University and use dining services. The Offices of University Housing and Residential Living agree 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 Drexel's purpose as a private institution of higher education. When the resident signs the Housing and Dining Services Application, here and after referred to as the application, this becomes a binding agreement — **a legal contract** — and represents a serious two-way commitment. When the time period "term" is used below, students on a quarter academic schedule should follow the quarter timeline and students on a semester academic schedule should follow the semester timeline.

TERMS AND CONDITIONS

1. Residency Requirement: Drexel University requires all 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 quarters of housing. The only exceptions to this residency requirement are for married students or students who reside with their parents and/or permanent guardian and commute to campus. The University requires that all first-year, non-transfer students living in the main campus residence halls participate in a campus board plan. Students transferring to Drexel from other institutions are also required to participate in a campus board plan while living in the main campus residence halls.

2. Eligibility: Only full-time students are eligible for University Housing. The University provides accommodations for registered students only, including students on co-op assignment in the Philadelphia area. Students not registered for classes by week three will be removed from housing and their housing charges will be prorated. A resident not enrolled at the University will not be eligible for accommodations and this agreement may be voided immediately by the Office of University Housing.

3. Obligations: By signing the application, the resident agrees to adhere to all federal, state, and city laws and ordinances, and the Drexel University policies and regulations published in the Student Handbook. Violation of this agreement may result in loss of housing; however, the resident will be liable for the full room charge specified for the remainder of that term. **For new students, including transfer students, this agreement becomes legally binding on the date indicated next to the signature on the application. For returning students this agreement becomes legally binding on the date the student accepts the housing assignment offer.**

4. Housing Deposit: A \$200 housing deposit must be paid by the application deadline or at the time of application, whichever is later. The housing deposit is nonrefundable and will only be credited to the resident's Bursar account for one of the following reasons:

- After a resident lives on campus for all terms indicated on the application
- If a student is released from their contract due to study abroad or a co-op position outside the area
- A returning student rejects all housing offers for the terms under this agreement

For all other reasons, the housing deposit is forfeited. In the event of a room deposit forfeit, an additional room deposit will be required to maintain housing or waiting list status for future quarters/semesters.

5. Payment: All housing fees are payable to "Drexel University" and the resident is billed by the Bursar's Office. Payments are due in full according to the amounts and schedules posted by the Bursar's Office.

6. Period of Occupancy: This contract shall be in force for one full academic year consisting of fall, winter, and spring term. Contracts signed mid-year shall be in force through the end of the spring term.

7. Hall and Room Assignment: For new students hall and room assignments are made based on the receipt date of the application, NOT the housing deposit. Both a housing application AND a deposit are required to secure housing; however, the date the application is received is the date that determines your housing assignment order. For returning residents who apply by the deadline, the hall and room assignments are based on the student's class status and lottery number. Applications received after the deadline are assigned in the order in which they are received. Every effort is made to honor a resident's preference for roommate, room type, and location; however, Drexel University does not guarantee the type or location of residence and/or roommate requests. The Office of University Housing reserves the right to change a resident's hall and room assignment at any time. Accommodations are assigned from 12:00 noon on the day before the first day of classes of each quarter through 6:00 p.m. on the last day of the examination period of the quarter.

8. Check In: Upon the initial arrival to the residence hall, the resident is required to complete the check-in section of the key card. After the key card has been 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. Failure to complete the RCR form will result in the resident of the room being responsible for all damages assessed at the time of check-out.

9. Failure to Check In (No Show): A resident is required to check into the residence halls during the published 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 Office of University Housing may cancel the agreement and/or assign another student to that room. The resident will be held accountable for fees totaling one-term until a Request for Release is approved by the Office of University Housing. If a resident will not be able to arrive during the check-in period, it is important that he/she contact the Office of University Housing no later than the last check-in day. This contact will ensure that the assignment is not inadvertently canceled.

10. Residence Hall Closures and Break Housing: The residence halls are closed for the duration of the various breaks which occur between the period at the end of one term and the beginning of the next. Accommodations for break housing are by special arrangement within specified halls only. Residents of first-year halls are not eligible for break housing between the fall and winter quarters, as these halls close for this period. A per diem rate will be charged for students in break housing, which is in addition to the regular per term rate. The per diem rate will be specified in the Closing Notice prior to the end of each term. The resident will be billed an additional per diem break rate for any guest signed in or in the hall between 3:30 a.m. and 7:00 a.m. during the break period. The resident will not be granted access to any residence facility without permission of the Office of University Housing. The closing notices for each term should be consulted for specific details. A resident on co-op who applies for break housing by the deadline, as stated in the Closing Notice, will not be charged the per diem rate.

11. Checking Out: A resident leaving at the end of the quarter must follow the check-out procedures as specified in the Closing Notice. Students who check out during the term must contact the front desk for specific check-out instructions. 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 charges. Vacating your assignment without an approved Request for Release does not constitute cancellation of this agreement and will not eliminate housing charges.

12. Damages: The resident agrees not to paint, damage, alter the condition of the premises, or appropriate furnishings from the public areas of the halls. The University will charge the cost of any damages to a room or suite to its occupants if they are found responsible for the damage. The University reserves the right to charge all residents of a living unit for damages to public areas. The resident agrees to satisfy all damage assessment charges billed by the Bursar's Office by the indicated due date.

13. Room Entry: The University reserves the right to enter a resident's room for the purpose of investigation, inspection or repair, and in cases of clear emergency. The University recognizes its responsibility to respect the rights of a resident not to have his/her privacy unreasonably disturbed.

14. Liability: The University shall not be liable for any loss or damage to the resident's personal property, whether such loss or damage is caused by fire or other casualty, theft, or any other cause.

CANCELLATION POLICIES

15. Request for Release from Housing Agreement (Cancellation): In all cases, a Request for Release form must be submitted to the Office of University Housing. If approved, releases will be effective the date that the request was received provided the resident checks out within 48 hours of approval notification. In such cases, please see below for refund rates. In all cases, if a Request for Release is granted and an assignment for a future term remains, the resident may be reassigned to a new space.

A. Pre-Approved Reasons

The following reasons are approved for release provided the resident submits a Request for Release form within five business days of accepting or acting on a reason below. Requests not received within five business days will be subject to the termination fee schedule below.

i. Not Attending University – First-year students and transfers must notify the Office of University Housing directly in writing that they will not be enrolling in Drexel University. The housing deposit is not refunded.

ii. Academic Withdrawal from the University – A resident who withdraws from the University for academic reasons must submit an Undergraduate Day Withdraw Form from his/her academic college or the Student Resource Center. The housing deposit is not refunded.

iii. Co-op Outside the Area – Residents choosing to move closer to their co-op assignments may request release for the term(s) they will be outside the area. A resident must obtain a co-op advisor's signature on a Request for Release form confirming the resident's acceptance of a co-op assignment outside of a 10-mile radius from campus. Additionally, the resident must prove he/she has obtained new residence outside of a 10-mile radius within two weeks after release. Housing charges will not be removed until proof of residency outside of a 10-mile radius is established. The housing deposit will be refunded if no future housing assignments exist.

iv. Study Abroad – A resident must submit documentation from the Study Abroad Office. The housing deposit will be refunded if no future housing assignments exist.

v. Taking a Quarter Off – If a student decides to take a term off by not registering for classes or co-op for any given term, the student must notify the Office of University Housing in writing. The housing deposit will be forfeited if no future housing assignments exist.

When a request for release is approved for one of the above reasons, the housing charges are refunded according to the following schedule:

100% refund – prior to the first day of classes.

75% refund – during the first week of classes.

50% refund – during the second week of classes.

25% refund – during the third week of classes.

No refund during or after the fourth week of classes.

B. All Other Reasons

Having another contractual obligation for another living arrangement will not be honored as a valid reason for release from this agreement. The high demand for campus housing makes it necessary for the Office of University Housing to strictly enforce its cancellation policy. For new students, requests that do not fall under one of the pre-approved reasons are at the discretion of the Office of University Housing. For returning students, requests that do not fall under one of the pre-approved reasons are subject to a termination fee. The termination fee is based on the date of notification as outlined below:

Quarter Students

Amount of Refund	Fall 2007	Winter 2008	Spring 2008	Summer 2008
100% refund	By 6/15/07	By 9/15/07	By 12/15/07	By 3/15/08
75% refund	After 6/15/07	After 9/15/07	After 12/15/07	After 3/15/08
50% refund	After 7/15/07	After 10/15/07	After 1/15/08	After 4/15/08
25% refund	After 8/15/07	After 11/15/07	After 2/15/08	After 5/15/08
No refund	After 9/5/07	After 12/5/07	After 3/5/08	After 6/5/08

Semester Students

Amount of Refund	Fall 2007	Spring 2008	Summer 2008
100% refund	By 6/15/07	By 9/15/07	By 12/15/07
75% refund	After 6/15/07	After 9/15/07	After 12/15/07
50% refund	After 7/15/07	After 10/15/07	After 1/15/08
25% refund	After 8/15/07	After 11/15/07	After 2/15/08
No refund	After 9/5/07	After 12/5/07	After 3/5/08

A resident removed from housing through the judicial process will not receive a refund for the term he/she is removed regardless of the date.

16. TRANSFER OF HOUSING CONTRACT

A returning resident committed to a Housing Contract who wishes to be released from their contract without penalty may transfer their obligation to another student to avoid the termination fees. The replacement student must be eligible for on-campus housing and must be an upperclass student of the same gender. The transfer must be filed and approved by the Office of University Housing.

Regulations for Transfer of Obligation are as follows:

- A. A replacement may not be a University student who is currently assigned to University housing.
- B. The replacement student must accept a housing assignment offer before the vacating student's release is approved. The Office of University Housing prorates the charges for both students based on the move-in date of the replacement student.

Dining Services Terms and Conditions Academic Year: Fall 2007, Winter 2008, Spring 2008, Summer 2008

1. All resident first-year students, including transfer students, are required to participate in the Gold Meal Plan. Meal plan cancellations will only be granted if the resident officially withdraws from the University, is released from the Housing and Dining Services Agreement, or receives accommodation from the Office of Disability Services.

2. All meal plan dollars must be used by the end of each quarter. Any remaining meal plan dollars at the end of the quarter 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 as outlined in the University Student Handbook and as presented in the Residential Living and University Housing brochure.