

Office of Housing Services

2008 - 2009

Residence Hall and Dining Services Agreement

I. INTRODUCTION

The Catholic University of America (hereinafter "the university") and the undersigned resident student (hereinafter "the resident" or "student") hereby agree to the following terms and conditions. The Residence Hall and Dining Services Agreement (hereinafter "the Agreement") is not a lease but a license to use the facilities and is binding for the entire academic year. The university shall provide the resident with an assigned space in a residence hall room ("the premises"). The assignment shall commence and terminate as indicated in room assignment information available in the Office of Housing Services in Cardinal Hall (hereinafter "HS").

All materials contained herein are an integral and binding part of this agreement. Residence hall policies and regulations in the CUA Student Handbook, and the CUA Catalog Announcements, and on the HS Website and the CUA Policies and Procedures Website are hereby incorporated into this agreement and are binding on all parties to this agreement. It is the resident's responsibility to become familiar with all provisions of this agreement.

No oral statement made by any agent of HS shall be considered a waiver or modification of any term or condition.

II. DATES OF OCCUPANCY

A. Fall semester opening is generally the Saturday prior to the first day of classes of the fall semester. Fall semester closing is generally within 24 hours after the resident's last exam and no later than 12:00 noon on the day following finals completion. During the fall semester graduate and law students assigned to Caldwell and Seton Halls will be asked if they wish to reside on campus during Christmas Break. These students will be assessed additional charges for this period.

B. Spring semester opening is generally on the Sunday prior to the first day of classes of the spring semester. Spring semester closing is generally within 24 hours after the resident's last exam and no later than 12:00 noon on the day following finals completion. Graduating residents are normally able to reside in the residence halls until 12:00 noon the day following graduation exercises in May.

III. PAYMENTS

A. This agreement is in effect until terminated by the university or written cancellation by student accompanied by written university acceptance.

B. The student understands and agrees that the agreement is for a space in the residence halls and not for a specific room or building. In consideration of the assignment of the room, the student agrees to pay the university the appropriate charge for that type of room.

C. CUA students who are returning to on-campus housing agree to pay the university a \$500 prepayment upon entering into this agreement. The prepayment will be credited toward the student's account for the first semester covered by this agreement.

D. Newly admitted students agree to pay the appropriate residential student enrollment deposit upon entering into this agreement. This enrollment deposit is nonrefundable and must be paid to the Office of Admissions prior to the student submitting an application for on-campus housing.

E. All students who contract for, or who are required to contract for, housing and/or a dining plan are charged for services through their student accounts.

F. Failure by the student to pay for all charges does not constitute the cancellation of this agreement by the student.

IV. GENERAL TERMS AND CONDITIONS

A. Purpose

The student will use the premises for residential and educational purposes in accordance with this agreement and its general policies.

B. Residency Requirement

The university requires all freshman and sophomore students to live in on-campus housing. Exceptions to the residency requirement may be made for students who are 21 years of age or older prior to the commencement of the contract, married, or who reside with a parent or legal guardian within 20 miles of the campus.

C. Assignments

The university reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall to another. The university further reserves the right to make room changes during the year as deemed necessary by HS.

The university reserves the right to terminate any student's agreement, without refund of any monies, for failure to comply with residence hall regulations, university regulations, or if the student's actions are found to be detrimental to the health or safety of themselves or others.

The university reserves the right to assign students to temporary space when necessary. Students so assigned will be reassigned to permanent space as it becomes available.

Rooms in the housing facilities may only be occupied by the student(s) assigned to that particular space. A student's right to occupy a room in the housing facilities pursuant to this agreement may not be assigned or transferred by the student. Room assignments may be changed only upon written authorization from HS and after the student(s) involved have made a serious attempt to adjust to the situation. Under normal conditions, no changes of room assignments will be made during the first two weeks of each semester. Roommate assignments are made without regard to race, color, religion, national origin, age, personal appearance, family, matriculation, political affiliation, actual or perceived physical or mental disability, or status as a Vietnam era or disabled veteran. Students of the opposite gender will not be assigned to, nor may they reside in, the same room.

D. Late Arrivals

Failure to occupy an assigned space by 5 p.m. on the first day of classes could result in assignment of the room to another student unless a student sends an advance written request for an extension of the arrival period and it is granted in writing by HS.

E. Room Condition

The university agrees to provide and the resident agrees to maintain the assigned room and all public areas in and around the immediate building(s) accessible to the resident in a clean, safe and sanitary condition. Upon termination of this agreement, the student should leave the assigned room, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of the student's occupancy, ordinary wear and tear excepted. University staff will complete an inventory of furnishings and an assessment of damages; charges will be assessed to the responsible individual(s). Personal property left in a room following the termination of occupancy will be deemed abandoned. Students will be charged for the removal of such property.

F. Damages

The resident agrees that all damages to university property caused by the resident or the resident's guest(s) will be repaired by the university at the expense of the resident. It is further agreed that all costs for damages occurring on the floor or building will be shared equally by all residents of that floor or building when individual(s) causing the damage cannot be precisely determined by the university.

G. University Liability

The university does not insure the personal property of any resident on or off campus. The university has no responsibility for any theft, damage, destruction, loss, etc., of any personal property, including, but not limited to, money, valuables, equipment or any personal property whatsoever belonging to or in the custody of the resident, whether caused by intentional or negligent act or failure to act or natural causes, fire or other casualty. The university is not liable for the failure or interruption of utilities or for conditions resulting from failure or interruption of the same.

H. Housing Cancellation

Any student wishing to request cancellation of their agreement must submit a Residence Hall Agreement Cancellation Request Form (available online or in HS) to HS. Cancellations will not be deemed terminated until officially approved. Requests will be approved as follows.

1. Cancellation of Housing Prior to July 1:

When the request is received before or on July 1, the agreement will be cancelled and room rent charges will be removed from the student's account. Students will be charged the \$500 Housing Cancellation Fee.

2. Cancellation of Housing after July 1 and before the First Day of Classes for the academic year:

When the request is received after July 1, but prior to the first day of classes for the academic year, the following will occur:

(a) If a student has a signed agreement on file and enrolls in classes for the fall semester, the student will be held responsible for fulfilling the agreement, including full payment of room charges, and a space will be reserved for the student on-campus.

(b) If a student has a signed agreement on file, but does not enroll in classes for

the fall semester, the agreement will be cancelled, room rent charges will be removed from the student's account, and the student will be charged the \$500 Housing Cancellation Fee.

3. Cancellation of Housing during the Academic Year:

Generally, once classes have begun, requests for cancellation are only considered for the following reasons:

- (a) Voluntary Withdrawal from the university after the student has officially withdrawn from the university with the appropriate written notification and approval as required by the university.
- (b) Leave of Absence from the university after the student has completed the appropriate written notification and approval as required by the university.
- (c) Marriage, after such marriage has taken place and legal verification has been supplied to HS.
- (d) For reasons other than those listed, the student must be able to demonstrate that a significant, uncontrollable, and unforeseen change has occurred, since the time that the agreement was signed, that now requires release from the agreement. Verifiable third party documentation that supports the request must be provided at the time the request is made.

In the above cases, if cancellation is approved, the agreement will be cancelled and the student will be charged the \$500 Housing Cancellation Fee. Refunds of room charges will be made according to the university refund schedule. Vacating the premises and/or non-occupation of an assigned space does not release the student from contractual obligations.

When the request for cancellation is for the spring semester and is prior to the date that the residence halls open at the beginning of the spring semester, the following will occur:

- (a) If a student has a signed agreement on file and enrolls in classes for the spring semester, the student will be held responsible for fulfilling the agreement, including full payment of room charges, and a space will be reserved for the student on-campus.
- (b) If a student has a signed agreement on file, but does not enroll in classes for the spring semester, the agreement will be cancelled, room rent charges will be removed from the student's account and the student will be charged the \$500 Housing Cancellation Fee.

4. Cancellation of Housing for Special Circumstances:

Additionally, students may also request cancellation of their agreements in the following situations. In these cases, if approved, the students will be released from their agreement without being assessed the \$500 Housing Cancellation Fee.

- (a) A resident will be released from the agreement at the end of the fall semester if requirements for graduation have been completed and the Residence Hall Agreement Cancellation Request Form is received in HS prior to November 15.
- (b) A resident will be released from the agreement at the end of the fall semester if the student is working on a University Approved study abroad program and the Residence Hall Agreement Cancellation Request Form is received in HS prior to November 15.
- (c) A resident will be released from the agreement if they are called to active military duty so long as the resident submits a Residence Hall Agreement Cancellation Request Form and a copy of their military orders. In this instance only, refunds of room charges will be made on a pro rata basis.

5. Cancellation of Housing due to No Show:

In the event that a student does not arrive to check into their on-campus assignment and has not submitted a Residence Hall Agreement Cancellation Request Form by 5 p.m. on the third day of classes, the following will occur:

- (a) If a student has a signed agreement on file and enrolls in classes for the fall or spring semester, the student will be held responsible for fulfilling the agreement, including full payment of room charges, and a space will be reserved for the student on-campus.
- (b) If a student has a signed agreement on file, but does not enroll in classes for the fall or spring semester, the agreement will be cancelled, the student will be charged the \$500 Housing Cancellation Fee, and the student will be responsible for paying room rent charges equal to one week (seven days) of occupancy.

I. Cancellation/Change Request Appeal

In the event that a student's request for cancellation or assignment change is denied, the student may choose to submit a written appeal to HS. All appeals must be submitted in writing within three working days of receipt of the decision. All materials in the case will be reviewed and final decisions will be communicated in writing, normally within three working days of receipt of the appeal.

J. Refunds

Except where indicated otherwise, refunds of room and board charges and room fees will be made according to the university refund schedule, based upon the amount of time the resident occupied the space. Please refer to <http://policies.cua.edu/finance/studentacc/refund.cfm> for information regarding this schedule. Occupying a space

includes, but is not limited to, physically dwelling in the space, retaining keys to the space, and/or maintaining belongings in the space. Cancellation fees are applicable as defined in this agreement. Refunds are based on the date that the student is approved for cancellation and/or checks out of his/her assigned space. If there is a discrepancy between these dates, the later date will be utilized for billing purposes.

K. Termination by the University

The university may terminate the agreement, with no right to a refund and an assessment of the \$500 Housing Cancellation Fee, for the following reasons:

1. Repeated nonpayment;
2. Disciplinary suspension or expulsion of the student from the university;
3. Disciplinary eviction of the student from university housing;
4. Failure by the student to meet the university's academic and/or technical requirements; or
5. Violation of a material term or condition of occupancy by the student and/or his/her guest(s).

Those students whose agreements are terminated by the university during the winter break period following the fall semester are required to completely vacate their residence hall space by no later than the Friday prior to the start of classes for the spring semester. In all other situations, the student will be required to immediately vacate university housing upon termination of the agreement. The university reserves the right to take necessary measures to remove a student and belongings remaining in university housing after termination of the agreement. The university shall also charge the student a pro-rata charge, plus penalty fees, for each day remaining after such termination.

L. Dining Services

All freshman and sophomore residents must participate in one of the university dining plan options; these residents must select one of the Anytime Dining Plans. If a freshman or sophomore resident does not select a dining plan, the resident will be assigned the Anytime Platinum Plan. Petitions for release from this requirement based on dietary considerations must be submitted in writing to Dining Services, via the Student Health Center, prior to the end of the cancellation period. Request forms for this purpose are available at the offices of Dining Services and Student Health Services, as well as online at the Dining Services web site (<http://dining.cua.edu>). Petitions will be reviewed by University staff and decisions will be communicated in writing, normally within three working days of receipt of the petition.

The dining plan a student has for the fall semester will also be the dining plan he or she will be assigned and billed for during the spring semester, unless the student requests and is approved for cancellation or change of their fall dining plan.

Dining plans begin the Saturday prior to the first day of classes for undergraduate students and terminate with the dinner meal on the last day of final exam period for undergraduates. Dining plans are not in effect during the Thanksgiving, Christmas, Easter and Spring break periods.

Dining Plans are accessed utilizing the University's Cardinal Card. Students are required to obtain their Cardinal Card and make financial arrangements during official university registration periods at the beginning of each semester. Changes to dining plans normally cannot be made after the last day of the first week of classes of each semester, or after the dining plan has been used.

The university reserves the right to assign all students to a dining plan and to suspend a student's dining privileges if necessary.

M. Cancellation of Dining Services

Freshman and sophomore residents may cancel their dining plans only if they officially withdraw from university housing. All other students (residential or non-residential) may seek to cancel their dining plans prior to the last day of the first week of classes by making this request, in writing, to Dining Services, Business Services, or HS. After the cutoff date, students may cancel their dining plans only if they officially withdraw or take a leave of absence from CUA. All refunds are processed according to the University Refund Schedules. If a student requests and is approved for cancellation or change of their dining plan for the fall semester, that cancellation or change is automatically applied to the spring semester. If the dining plan is cancelled separate from a housing assignment, the dining cancellation fee of \$50 will be assessed. If the cancellation or change request is denied, a student would address any additional appeal to the Associate Vice President for Business Services. An additional appeal is available if the student feels that the specifics of the particular case have not been recognized.

VI. SIGNATURES

By signing and submitting the Residence Hall and Dining Services applications, the student voluntarily agrees to and will be bound by the terms and conditions outlined in this Residence Hall and Dining Services Agreement. The student is at least 18 years of age or the student's parent/guardian is signing below:

Student Name (please print clearly): _____

Parent Name (please print clearly): _____

Signature: _____

Student ID#: _____ **Date:** _____