



# Office of Housing Services

2014 - 2015

## 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 (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 the university 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.

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. Continuing CUA students agree to pay the university a \$500 housing deposit upon entering into this agreement. This housing deposit is nonrefundable and will be credited toward the student's housing charges for the first semester covered by this agreement.

D. Newly admitted undergraduate 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 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 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. The University follows all relevant equal opportunity laws in assigning students to rooms. Students of the opposite sex 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 Housing Cancellation Request (available online or in HS) to HS. Cancellations will not be deemed effective until officially approved. Requests will be approved as follows.

##### 1. Cancellation of Housing:

Requests for cancellation are only considered for the following reasons:

- 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) Academic Leave 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.

### 2. 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 Housing Cancellation Request 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 Housing Cancellation Request 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 Housing Cancellation Request and a copy of their military orders. In this instance only, refunds of room charges will be made on a pro rata basis.

### 3. Cancellation of Housing due to No Show:

In the event that a student does not arrive to check into their campus assignment and has not submitted a Housing Cancellation Request 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, 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.

(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/enrollment/refund/RefundStudentCharges.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 a University dining plan; these residents must select an Anytime Dining Plan. If a freshman or sophomore resident does not select a dining plan, the resident will be assigned the Anytime Silver Plan. Requests for release from this requirement based on general dietary considerations must be submitted in writing to Dining Services prior to the end of the cancellation period. Request forms are available at the office of Dining Services and on the Dining Services web site (<http://dining.cua.edu>). Requests will be reviewed by dining staff and decisions communicated in writing, normally within three working days of receipt of the request. If the request is denied, a student would address an additional appeal to the Associate Vice President for Campus Services.

Students with disabilities who need specific dining accommodations or modifications due to their diagnosed disability or medical condition will need to complete the Residence Hall and Dining Services Accommodation Request available on the Disability Support Services web site (<http://dss.cua.edu>).

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 plan. Dining plans begin with the dinner meal on the Saturday prior to the first day of classes for undergraduate students and terminate with the dinner meal on the last day of the 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 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 or online in MyHousing (<http://cardinalstation.cua.edu>). After the cutoff date, students may cancel their dining plan only if they officially withdraw or take an academic leave from CUA. All refunds are processed according to the University Refund Schedule. If a student requests and is approved for cancellation or change of their fall dining plan, that cancellation or change is automatically applied to the spring semester. If the cancellation or change request is denied, a student would address any additional appeal to the Associate Vice President for Campus Services.

## **N. Severability**

In case any provision of this Agreement is, for any reason, held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included.

## **O. Entire Agreement**

This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter contained in this Agreement.

## **V. 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 Agreement. The student is at least 18 years of age or the student's parent/guardian is signing the Application. Upon submitting this license Agreement or application electronically, the student shall be held responsible to all of the terms and conditions of this Agreement. The authentication procedures for the university's web application serve as an electronic signature for students. Submitting application information electronically, and then being provided a housing and/or dining assignment by the university, enters the student into a legally binding contract with the university and obligates the student to pay for the full term of the Residence Hall and Dining Services license agreement. Electronic submission of the application information does not guarantee a housing assignment.