Graduate Housing Application for Spring 2013-Summer 2013

OFFLINE Application to be used in absence of MyHousing online application

Last Name: First Name: University ID:

User ID: Today's Date:

Select academic terms for this Housing Application:

☐ Spring 2013 ☐ Summer 2013

Select your top three housing types in Stiles Hall (Center City, Apartments):

☐ Single apartment - unfurnished ☐ Single apartment - furnished

☐ Two-person apartment - unfurnished ☐ Two-person apartment - furnished

☐ Three-person apartment - unfurnished ☐ Three-person apartment – furnished

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Housing Agreement for Fall 2012-Summer 2013
Graduate Housing

This Housing Agreement ("Agreement") is between the undersigned student ("Resident") and Drexel University ("University"), acting through its Offices of University Housing and Residential Living. It sets forth the terms and conditions by which Resident will live in accommodations owned or leased by the University. The University agrees to provide Resident with facilities, services, and a living/learning environment at a specific cost. The Resident agrees to use University 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 electronically submits the housing application (the "Application"), to the University via their MyHousing account accessible via DrexelOne portal. A housing assignment will not be offered without the required housing deposit. The information set forth in the Application shall be deemed incorporated into this Agreement.

TERMS AND CONDITIONS

1. Eligibility: Only graduate and post baccalaureate registered students, including students on co-op, clinical, or rotation assignments, are eligible for University housing. University students not registered for classes by week three of an academic term will be removed from housing and this Agreement will be terminated immediately and the Resident will liable for charges in accordance with the terms of Sections 8 and 15 of this Agreement. Limited exceptions to the foregoing for a temporary period based on special circumstances may be made by the Director of University Housing.

The University reserves the right to terminate this Agreement and repossess the room(s) for failure to pay University fees or for violation of University policy, or Housing policy, or when a resident is no longer a registered Drexel University student.

2. 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 those set forth in the Student Handbook. The University requires all students entering the University to show proof of immunization against certain vaccine-preventable diseases before

arriving on campus. Failure to satisfy the immunization requirements may prevent Resident from checking in and/or being asked to vacate housing. If Resident breaches any provision of this Agreement, Resident may be subject to loss of housing, disciplinary action and may be liable for the damages. This Agreement becomes legally binding on the date that the Resident electronically submits the Application, together with the required deposit, to the University**.**

3. Housing Deposit: A non-refundable $200 housing deposit (the "Deposit") must be paid by the applicable deadline specified in the Application or at the time of Application, whichever is later. If a Resident lives on campus for all terms indicated on the Application or if a Resident terminates the Agreement for Acceptable Reason # 15(iii) or (iv), a Resident's housing Deposit will be credited to the Resident's account with the Office of Student Financial Services.

4. Payment: The Resident agrees to pay all applicable charges for the housing to which Resident is assigned, including, but not limited to, any cancellation fees assessed. All such charges shall be payable to "Drexel University" and the Resident will be billed through the University's Office of Student Financial Services. Payments are due in accordance with the schedule posted by the University's Office of Student Financial Services at www.drexel.edu/bursar. Residents are billed prior to the start of the academic term for the entire term in accordance with the University's published academic calendar:

5. Term of Agreement: The Term of this Agreement shall be up to 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 term. Residents may move into their assignment based on the published Move-In dates available from University Housing.

All terms and conditions of this Agreement shall apply to all housing accommodations during breaks, the period between the end of one academic period and the beginning of the next. Only students with a housing assignment for the academic period before the break and a housing assignment for the academic period after the break are eligible for housing during a break period.

6. Hall and Room Assignment: Hall and room assignments are made after an Application (together with a Deposit) is submitted to the University. 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 GRADUATE APARTMENT AND/OR ROOM ASSIGNMENT AT ANY TIME FOR ANY REASON.**

7. Check In: Upon initial arrival to the residence hall, a Resident is required to complete the check-in section of the Room Condition Report ("RCR"). It is the responsibility of the Resident to review the condition of the assigned apartment/suite and to sign the RCR. The RCR officially documents the condition of the apartment/suite at check-in. Completion of the RCR is vital to the University's policy of assessing damage charges to the appropriate Resident throughout the academic year and at check-out. Failure to complete and sign the RCR and submit a copy to the front desk will result in the Resident accepting the apartment/suite "as is" and being responsible for all damages assessed at the time of check-out. After the RCR is completed, the Resident will receive a key to his/her apartment/suite.

8. 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 designated check-in period, he/she may be designated as a "No Show" and will be charged Cancellation Fees in accordance with Section 15, below, effective the first day of the term. The University may terminate the Agreement and/or reassign the Resident's apartment to another Resident. 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. Notice should be sent to the following office:

Office of University Housing
101 N. 34th Street
Philadelphia, PA 19104
housing@drexel.edu

9. 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 an Express Check-Out Form located by the Main Office. Checking out does not constitute termination of this Agreement. Before moving out, Resident is required to remove all refuse and discarded materials, leaving the apartment clean. Charges for additional cleaning required, for removal of personal property, and for any loss or damage caused by the Resident will be billed to the Resident. When one roommate moves out while others remain, each is equally responsible for cleaning the common areas of the apartment. If the apartment is not found to be in acceptable condition after inspection, cleaning service will be provided and the Residents will bear the cost.

10. Damages: The Resident agrees not to deliberately or negligently destroy, deface, damage, remove or alter the condition of their assigned apartment or any other University property. Students are liable for all damages assessed in their bedroom and apartment. All outstanding damage assessment charges will be billed to a Resident's University account and must be satisfied in accordance with the University Office of Student Financial Services payment schedule. Residents will be held financially responsible for the cost of repairing all room and common area damage which, in the University's sole determination, occurred due to irresponsible behavior, abuse, vandalism or violation of any term of this Housing Agreement. When damage occurs in common areas, the costs for the repair of damages will be billed to all residents of the apartment if the University determines that individual billing is not appropriate or possible. The University has the sole right to determine whether damages are billed to an individual or all residents in a specified living area.

11. Cleaning: Residents are responsible for cleaning their own room(s) and collectively cleaning the common areas of the apartment. In the event that adequate health and safety standards are not maintained, the University may have the room(s) and common areas cleaned at the expense of the Resident(s) and may take other action as appropriate. Trash must be removed from apartment at least three times a week and disposed of in the proper trash rooms.

12. 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.

13. 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. The University shall not be liable for any damage or loss of personal property in the room(s) or storage areas assigned to the student or any other person.

14. Single Room Buyouts: The University may offer Residents the opportunity to keep a bedroom that is normally listed as double occupancy as a single occupancy room if space permits. Residents will be contacted if deemed eligible for this program. Upon agreeing to participate in this program, a Resident will be charged the single room buyout rate based on their housing type. The housing term charge for Residents electing to participate in the single room buyout program will be increased by the amount of the applicable single room buyout rate, and will be included in the calculation of the cancellation fees described in Section 15. Residents who wish to cancel their participation in the single room buyout program, but retain a housing assignment, will be responsible for a cancellation fee based upon the amount of the applicable single room buyout rate and calculated in accordance with the cancellation fee schedule described in Section 15. University Housing will not remove the second set of furniture from the Resident's room. Residents who opt to not participate in the program are required to keep their room in such a condition that another Resident may take immediate occupancy. If University Housing determines that the room is not available for double occupancy, the current Resident will be charged the single room buyout rate.

15. Cancellations:

Request for Release from Housing Agreement (Cancellation): Any Resident requesting cancellation of the Agreement must complete and submit a Request for Release form along with appropriate supporting documentation to the following office:

Office of University Housing
101 N. 34th Street
Philadelphia, PA 19104

The Request for Release form is available at the Office of University Housing, as well as online at www.drexel.edu/housing.

If approved for the current term, Residents are required to check-out within forty-eight (48) hours. If approved for future terms, Residents are required to check-out at the end of their remaining assignment. Residents failing to adhere to this schedule may be assessed fines.

Cancellation for Acceptable Reasons

If a Resident seeks to cancel this Agreement for a reason deemed acceptable by the University, the Request for Release will be approved on the date of receipt by University Housing of the Request for Release form, together with the supporting documentation specified below. The cancellation for acceptable reasons described in paragraphs (iii), (iv) and (v) will only be effective for the period during which the acceptable reason is in effect.

Acceptable Reasons:

i. **Not Attending University** – Required supporting documentation: a signed letter stating their intent not to enroll at the University. **The housing deposit is non-refundable.**

ii. **Academic Withdrawal from the University** - Required supporting documentation: a completed Withdraw Form. **The housing deposit is non-refundable.**

iii. **Co-op, Clinical, or Rotation Outside the Area** - Required supporting documentations: a Request for Release form signed by a Resident's co-op, clinical, or rotation advisor confirming the Resident's acceptance of an assignment outside of a 10-mile radius of the University's campus. Additionally, the Resident must provide verification of Resident's new residence located outside a 10-mile radius of the University's campus.

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

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

The Cancellation Fee for each term being cancelled is based on the date of receipt by University Housing of the Request for Release form, as outlined below.

If a Request for Release is approved prior to the first day of classes or during the first three weeks of a term, the charges for the Resident for that term will be prorated based upon date of check-out and the Resident will receive a full refund for all future terms being cancelled.

If a Request for Release is approved after the third week of a term, the Resident will not receive a refund of the charges for that term and will receive a full refund for all future terms being cancelled.

In the event a Resident fails to provide written notice of their intention to cancel the Agreement using the Request for Release form, or fails in any other manner to comply with the cancellation provisions of this Agreement, the Resident will be liable for all housing charges for the remainder of the term of this Agreement.

Cancellation for Unacceptable Reasons (any reason other than reasons defined as acceptable above)

Residents seeking to cancel this Agreement for any reason other than those specified in Section 15, above, will be subject to cancellation fees. A Resident's 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 Cancellation Fee is based on the date of receipt by University Housing of the Request for Release form and the requested assignment end date, as outlined below. **All Residents cancelling housing for unacceptable reasons will forfeit the $200 housing deposit, regardless of cancellation date.**

Residents who provide written notice using a Request for Release form of their intention to cancel the Agreement for an unacceptable reason 180 calendar days prior to the requested assignment end date will not be charged for the cancelled portion of the assignment.

Residents who provide written notice using the Request for Release form of their intention to cancel the Agreement for an unacceptable reason within 179 and 120 days prior to the requested assignment end date will be charged 25% of the room charge for the term or portion of term being cancelled.

Residents who provide written notice using the Request for Release form of their intention to cancel the Agreement for an unacceptable reason within 119 and 90 days prior to the requested assignment end date will be charged 50% of the room charge for the term or portion of term being cancelled.

Residents who provide written notice using the Request for Release form of their intention to cancel the Agreement for an unacceptable reason within 89 and 60 days prior to the requested assignment end date will be charged 75% of the room charge for the term or portion of term being cancelled.

Residents who seek to cancel the Agreement provide written notice using the Request for Release form of their intention to cancel the Agreement for an unacceptable reason within 59 days prior to the requested assignment end date will be charged 100% of the room charge for the term or portion of term being cancelled.

In the event a Resident fails to provide written notice using the Request for Release form of their intention to cancel the Agreement, or fails in any other manner to comply with the cancellation provisions of this Agreement, the Resident will be liable for all housing charges for the remainder of the term of this Agreement. A Resident must clearly indicate their intention

to cancel each term to which this Agreement is applicable, i.e. cancellation of this Agreement with respect to the Fall term will not be effective with respect to the Winter and/or Spring terms unless the Request for Release form clearly states that intention.

The cancellation fee for Residents cancelling their housing contract for an Unacceptable Reason will include a cancellation fee for each term that is cancelled. If the Request for Release form does not indicate any and all subsequent terms that the Resident seeks to cancel, the Resident will be responsible for a cancellation fee for each subsequent terms in accordance with the deadlines specified above.

Residents deemed ineligible for University Housing or who have had their Individual Housing Agreement terminated by the University will incur cancellation fees according to the Unacceptable Reasons schedule above. The cancellation fees will be determined based on the date the Resident is deemed ineligible for University Housing.

16. Right of Assignment: Any returning 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 whom the Resident wishes to assign the Agreement must: (i) not be a resident in any other University housing; (ii) be eligible for on-campus housing in that residence hall; and (iii) be of the same gender as the student seeking to make the assignment. The Resident seeking a release from their Agreement must submit their request to the University in writing for approval. No assignments shall be effective 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 approved assignment will not be deemed effective until the student to whom the Agreement is being assigned has entered into their own Agreement. The University shall prorate the housing charges for both Residents based on the move-in date of the Resident to whom the Agreement is being assigned.

17. 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.

18. Minors: If a student is under the age of 18 at the time the student completes the Application, the student's parent or legal guardian must also electronically sign the Application by entering the University provided Parent PIN number. The Parent PIN number will be mailed directly to the parents/guardians of every newly accepted full time student upon that student's matriculation to the University.

19. Pets: The only pets permitted are fish, in accordance with the Student Code of Conduct.

20. Right of Repossession: Upon termination of this Agreement the Resident is required to immediately vacate the Resident's room. In the event Resident does not vacate in accordance with this Agreement, the University has the right to repossess Resident's room and to pack, remove, store, and/or dispose all of Resident's furnishings and personal property, all at Resident's expense. The University also has the right to change the lock of Resident's room and bill the Resident for the cost of the lock change. The University will not be responsible for Resident's furnishings and personal property.

My signature below indicates that I have read and agree to this Housing Agreement.

Signed: _____ Date: _____

For UH Use only:

1. Admit Code: _____
2. HDEP received and verified: _____
3. Processed by: _____
4. Date: _____

Initial each page: