Housing and Dining Application for Fall 2011-Summer 2012

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:

Select your top three housing types:

- ☐ Caneris Hall suite (4 person)
- ☐ Caneris Hall suite (6 person)
- ☐ North Hall suite (4 person)
- ☐ North Hall suite (6 person)
- ☐ Race Street Residences suite (4 person)
- ☐ The Axis (double occupancy, off campus)
- ☐ Stiles Hall (apartment, Center City)
- ☐ University Crossings Apartment

Housing and Dining Agreement for Fall 2011-Summer 2012
Main Campus

This Housing and Dining Agreement ("Agreement") is between the undersigned student ("Resident") and Drexel University ("University"), acting through its Offices of Retail Management, 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 and use campus dining provided 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"), together with the required deposit, to the University. The information set forth in the Application shall be deemed incorporated into this Agreement.

TERMS AND CONDITIONS

1. Residency Requirement: The University requires all students, who are non-transfer, first-year undergraduate students under the age of 21 at the time of application and/or matriculation as a student at University, to live in the University residences for their first three academic quarters. The only exceptions to this residency requirement are for students who are married or students who reside with their parents and/or permanent guardian and commute to campus. The University requires that all first-year undergraduate students, including students transferring from other institutions, living in the main campus residence halls to participate in either the Gold, Blue, or Platinum Dining Plan.

2. Eligibility: Only registered students, including students on co-op assignments, are eligible for University housing. University students not registered for classes by week three of an academic quarter will be removed from housing and this Agreement will be terminated immediately and the Resident will be liable for cancellation fees in accordance with the terms of Sections 9 and 16 of this Agreement.

Initial each page:

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, or Housing policy, or when a resident is no longer a registered Drexel University student.

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 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.

4. 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 quarters 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 student account.

5. Payment: The Resident agrees to pay the all applicable charges for the housing to which Resident is assigned, including, but not limited to, any cancellation fees assessed, and, if applicable, the dining plan selected by Resident. 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 Student Financial Services Office at www.drexel.edu/bursar.

6. Term of Agreement: The Term of this Agreement shall be up to one full academic year (Fall, Winter, Spring and Summer Quarters). Agreements entered into mid-year shall be in force through the end of the applicable summer quarter.

7. 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 HALL AND ROOM ASSIGNMENT AT ANY TIME FOR ANY REASON.**

8. Check In: Upon initial arrival to a 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 room and to sign the RCR. The RCR officially documents the condition of the room 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 the RCR and submit 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. After the RCR is completed, the Resident will receive a key to his/her room.

9. 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 16, below, effective the first day of the quarter. The University may terminate the Agreement and/or reassign the Resident's room 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

10. Residence Hall Closures and Housing During Breaks: All terms and conditions of this Agreement shall apply to all housing accommodations during breaks, the period between the end of one quarter and the beginning of the next. Only students with a housing assignment for the quarter before the break and a housing assignment for the quarter after the break are eligible for housing during a break period.

Residents of first-year halls are not eligible for housing during breaks between the fall and winter quarters, as these halls are closed during this period. Residents in returning student halls are eligible for housing during breaks. The closing notices for each term should be consulted for specific closing dates.

11. 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 at the front desk. Checking out does not constitute termination of this Agreement.

12. 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. Students are liable for all damages assessed in their bedroom and/or suite. If liability cannot be determined within any bedroom, suite, residence floor, wing or hall, the University reserves 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 Student Financial Services Office payment schedule.

13. 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.

14. 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.

15. 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 16. 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 16. 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.

16. Cancellations:

Request for Release from Housing Agreement (Cancellation): Any Resident requesting cancellation of the Agreement must complete and submit a Request for Release form to University Housing 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, Residents are required to check-out within forty-eight (48) hours. Residents failing to adhere to this schedule may be assessed fines.

Cancellation Refunds 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 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 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: a completed Undergraduate Withdraw Form. **The housing deposit is non-refundable.**

iii. **Co-op Outside the Area** - Required supporting documentations: 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 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 Quarter Off** – Required supporting documentation: a signed letter from the Resident stating their intent to take a quarter off by not registering for classes or co-op for any given quarter. **The housing deposit is non-refundable.**

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

Fall 2011 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before September 19, 2011	$0
From September 19, 2011to October 9, 2011	Housing charges will be prorated based upon date of check-out
After October 9, 2011	Full Housing Term Charge

Winter 2012 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before January 9, 2012	$0
From January 9, 2012to January 29, 2012	Housing charges will be prorated based upon date of check-out
After January 29, 2012	Full Housing Term Charge

Spring 2012 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before April 2, 2012	$0
From April 2, 2012to April 22, 2012	Housing charges will be prorated based upon date of check-out
After April 22, 2012	Full Housing Term Charge

Summer 2012 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before June 25, 2012	$0
From June 25, 2012to July 15, 2012	Housing charges will be prorated based upon date of check-out
After July 15, 2012	Full Housing Term Charge

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 Fees for Unacceptable Reasons (any reason other than reasons defined as acceptable in Section 16 above)

Residents seeking to cancel this Agreement for any reason other than those specified in Section 16, 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 for each quarter being cancelled is based on the date of receipt by University Housing of the Request for Release form, as outlined below. **All Residents cancelling housing will forfeit the $200 housing deposit, regardless of cancellation date.**

Fall 2011 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
On or before March 22, 2011	$0	Yes
From March 23, 2011to May 21, 2011	25% of Full Housing Term Charge	Yes

From May 22, 2011to June 20, 2011	50% of Full Housing Term Charge	Yes
From June 21, 2011to July 20, 2011	75% of Full Housing Term Charge	Yes
After July 20, 2011	Full Housing Term Charge	Yes

Winter 2012 Housing

Receipt of Request for Release Form	**Cancellation Fees for Unacceptable Reasons**	**Forfeit of Housing Deposit**
On or before July 12, 2011	$0	Yes
From July 13, 2011to September 10, 2011	25% of Full Housing Term Charge	Yes
From September 11, 2011to October 10, 2011	50% of Full Housing Term Charge	Yes
From October 11, 2011to November 9, 2011	75% of Full Housing Term Charge	Yes
After November 9, 2011	Full Housing Term Charge	Yes

Spring 2012 Housing

Receipt of Request for Release Form	**Cancellation Fees for Unacceptable Reasons**	**Forfeit of Housing Deposit**
On or before October 4, 2011	$0	Yes
From October 5, 2011to December 3, 2011	25% of Full Housing Term Charge	Yes
From December 4, 2011to January 2, 2012	50% of Full Housing Term Charge	Yes
From January 3, 2010 to February 1, 2012	75% of Full Housing Term Charge	Yes
After February 1, 2012	Full Housing Term Charge	Yes

Summer 2012 Housing

Receipt of Request for Release Form	**Cancellation Fees for Unacceptable Reasons**	**Forfeit of Housing Deposit**
On or before December 27, 2011	$0	Yes
From December 28, 2011 to February 25, 2012	25% of Full Housing Term Charge	Yes
From February 26, 2012to March 26, 2012	50% of Full Housing Term Charge	Yes
From March 27, 2012to April 25, 2012	75% of Full Housing Term Charge	Yes
After April 25, 2012	Full Housing Term Charge	Yes

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 quarter to which this Agreement is applicable, i.e. cancellation of this Agreement with respect to the Fall quarter will not be effective with respect to the Winter and/or Spring quarters 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 quarter that is cancelled. If the Request for Release form does not indicate any and all subsequent quarters that the Resident seeks to cancel, the Resident will be responsible for a cancellation fee for each subsequent quarter in accordance with the deadlines specified above.

Residents deemed ineligible for University Housing or has their Individual Housing Agreement canceled 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.

17. 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; (iii) be an returning student; and (iv) 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.

18. Campus Dining: For all undergraduate Residents who are first-year students, including students transferring from other institutions, the Gold, Blue, or Platinum Dining Plan is mandatory. Dining Plan cancellations will only be granted upon the cancellation of this Agreement. For more information regarding Dining Plans, please visit www.drexel.edu/dining/.

19. 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.

20. 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.

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

22. 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: