Housing Agreement for Fall 2023-Summer 2024

This Housing Agreement ("Agreement") is between the undersigned student (the "Resident") and Drexel University (the "University"), acting through its Office of Housing and Residence Life. It sets forth the terms and conditions by which the Resident will live in accommodations owned or leased by the University ("University Housing"). The University agrees to provide the Resident with facilities, services, and a living/learning environment at a specific cost on the terms and conditions of this Agreement. 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 completes and submits the housing application (the "Application"), to the University via their Housing and Dining account accessible via DrexelOne portal. A housing assignment will not be offered without the required Deposit (if applicable, as defined below). The information set forth in the Application shall be deemed incorporated into this Agreement.

TERMS AND CONDITIONS

- 1. Residency and Dining Requirement: It is the mission of the University to provide a safe, clean, and comfortable living environment that is an essential part of a student's social and educational experience and contributes to the student's growth as a member of the University community and beyond. To facilitate that experience, full-time campus-based undergraduate students (except for transfer students), must live in University Housing or University-Affiliated housing for their first and second years. As used in this agreement, the term "University Housing" includes University Residence Halls and Fraternity and Sorority Housing. First-Year students must live in a University Residence Hall; Second-Year (Sophomore) students must live in a University Residence Hall, University-Affiliated Housing or Fraternity and Sorority Housing with invitation from the organization. Drexel Campus Dining Plans are required for First-Year students living in a University Residence Hall.
- **2. Eligibility:** Only full-time, registered, campus-based students, including students on Co-op assignments, are eligible to live in University Housing. Residents must be registered for classes by the beginning of week two of each academic term. Failure of Resident to be registered before the start of week two of each academic term will result in the immediate termination of this Agreement. Exceptions will be evaluated and determined on a case-by-case basis during the posted deadline, typically in the preceding summer term, and as space allows, or in the event the University is not providing in-person instruction. The Resident will be responsible for cancellation fees in accordance with the terms of Sections 9 and 16 of this Agreement.
- **3. Obligations:** 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 <u>Student Code of Conduct</u>. The University requires all students entering the University to comply with University immunization requirements before arriving on campus. Failure to satisfy the immunization requirements may cause the Resident to be ineligible for housing and require them to vacate housing. This Agreement becomes legally binding on the date that the Resident electronically submits the Application to the University.

Resident is responsible for keeping their assigned room and applicable common areas ("Room") clean. If adequate health and safety standards are not maintained, the University may have the Room cleaned at the expense of the Resident and may take other action as appropriate. Resident must remove trash from the Room at least three times a week disposed in the proper trash areas.

Residents are prohibited from bringing any furniture into University Housing and must comply with the <u>Code of Conduct Residential Facilities Policies</u>, available for review here: https://drexel.edu/studentlife/community_standards/code-of-conduct/residential-facilities-policies

If the Resident breaches any provision of this Agreement, the Resident may be subject to loss of housing, disciplinary action, and may be liable for the damages.

- **4. Housing Deposit (if applicable):** 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 the Resident lives on campus for the full Term or if the Resident cancels the Agreement under Section 16(iii) (co-op, clinical or rotation outside of the 10-mile radius) or Section 16(iv) (study abroad), a the Deposit, less any charges deducted by the University, will be credited to the Resident's student account at the end of the Term.
- **5. Payment:** The Resident agrees to pay all applicable charges for the University Housing to which the 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 Drexel Central. Payments are due in accordance with the schedule posted by <u>Drexel Central</u>.
- **6. 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) for the Quarters or Semesters selected on the Application. Unless otherwise specified, the Term shall commence on the earlier of (i) Resident's designated Move-In Date provided in writing by Housing and Residence Life and (ii)

the date Resident actually moves into University Housing and will end on the last day of the last Quarter or Semester indicated on the Application as follows for the 2023-2024 Academic Year.

Quarter Dates	Housing Quarter Start Date	Housing Quarter End Date
Fall Quarter	September 23, 2023	December 16, 2023
Winter Quarter	January 07, 2024	March 23, 2024
Spring Quarter	March 31, 2024	June 15, 2024
Summer Quarter	June 23, 2024	September 07, 2024
Semester Dates	Housing Semester Start Date	Housing Semester End Date
Fall Semester	August 6, 2023	December 23, 2023
Spring Semester	January 7, 2024	May 11, 2024
Summer Semester	May 12, 2024	August 3, 2024

Resident may move into the Room based on the published Move-In dates available from Housing and Residence Life. All terms and conditions of this Agreement shall apply to all housing accommodations during any break periods before the applicable End Date as set forth above as well as the periods between the end of one academic term and the beginning of the next.

- **7. Hall and Room Assignment:** Hall and Room assignments are made after an application (together with a Deposit if applicable) is submitted to the University. **THE UNIVERSITY RESERVES THE RIGHT TO CHANGE A RESIDENT'S HALL AND ROOM ASSIGNMENT AT ANY TIME FOR ANY REASON.**
- **8. Move In:** The Room should be in good order when occupancy begins. If occupancy begins after the start of the academic year, the Resident acknowledges that the condition of the Room will be impacted by the other student(s) currently residing in that space. The University will make best efforts to ensure the space is checked for cleanliness prior to Resident's arrival. Additional housekeeping or facility support can be requested by submitting a work order via DrexelOne or at the front desk of the Residence Hall.

It is the responsibility of the Resident to review the condition of the Room (including any applicable common areas) as of the first date of occupancy. The Resident should inform Residence Life staff of any issues and is otherwise accepting the Room "as is" and responsible for all damages assessed at the time of check-out.

- a) Keys for the Room will be issued to the Resident on arrival at the beginning of the occupancy period. Keys may not be transferred or given to other persons. Lost keys should be reported immediately to the Front Desk or University Designee. The Resident shall always be responsible for keys issued to them.
- b) Resident may be fined for lost or damaged keys or for the unauthorized duplication of keys.
- **9. Failure to Check In (No Show):** A Resident is required to check into University Housing during the approved Move-in periods. In the event that the Resident does not check-in during the designated Move-in period and has not previously received approval for a late check-in from the University, the Resident may be designated as a "No Show." The University may terminate the Agreement and/or reassign the Room to another Resident and the Resident will be charged applicable Cancellation Fees in accordance with Section 16, below, effective the first day of the term. If a Resident is not be able to arrive during the Move-in period, the Resident should contact the University in writing, by email to housing@drexel.edu, no later than the last Move-in day and the University may, but shall not be obligated to, accommodate a late check-in.

10. Intentionally Omitted

11. Move Out: A Resident leaving at the expiration or termination of the Agreement must follow the check-out procedures. A Resident is required to complete a Check-Out Envelope at the front desk. Checking out does not constitute termination of this Agreement. Before moving out, the Resident is required to remove all personal items, including trash, leaving their Room clean and in the same condition as on the Move-In Date. Any personal property that the Resident leaves behind will be considered abandoned and will be discarded as soon as 24 hours after the Resident checks out. Storage space for personal belongings is not available through Housing and Residence Life. Charges for additional cleaning required, including 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 and jointly responsible for cleaning the Room and/or suite. If the Room is not found to be in acceptable condition after inspection, cleaning service will be provided and the Resident(s) will be required to pay the cost.

Residents are responsible to provide the University with Resident's new address and to file a change of address form with the post office and all creditors when they vacate the Residence Hall so that any mail can be forwarded to their new address. The University shall not be responsible for forwarding mail.

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 any other University property. Resident is liable for all such damages assessed and must pay the cost of repairing such damages. If liability cannot be determined within any Room, suite, residence floor, wing, house or hall, the University reserves the right, in its sole determination, 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. Students may not deny access to the University or designee attempting to exercise the University's rights or to perform the University's obligations.
- 14. Liability; Release: The University's property insurance policy does not insure Resident's personal property and the University shall not be liable for any loss or damage to a Resident's personal property, including in the Room, 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 property while a Resident. IN CONSIDERATION FOR THE UNIVERSITY PROVIDING UNIVERSITY HOUSING, THE RESIDENT VOLUNTARILY REMISES, RELEASES, AND FOREVER DISCHARGES THE UNIVERSITY, ITS AFFILIATED ENTITIES, ITS SUCCESSORS, ASSIGNS, TRUSTEES, OFFICERS, STUDENTS, EMPLOYEES, AND AGENTS FROM ANY AND ALL PERSONAL INJURIES, DAMAGES, LOSSES, CLAIMS, CAUSES OF ACTION, OR LAWSUITS OF ANY KIND (A "LOSS"), TO THE FULLEST EXTENT PERMITTED BY LAW, WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO RESIDENT'S USE AND OCCUPANCY OF UNIVERSITY HOUSING OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, A LOSS RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE UNIVERSITY OR ITS AFFILIATED ENTITIES, TRUSTEES, OFFICERS, AGENTS, FACULTY, STAFF, OR STUDENTS.
- 15. Single Room Buyout: The University may offer Residents the opportunity to use a housing assignment that is designated as a double occupancy assignment 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. The University will not remove any furniture from the double occupancy room assignment. 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 Housing and Residence Life determines that the room is not available for double occupancy due to violation of this Agreement, the current Resident will be charged the single room buyout rate.

16. Cancellations:

A. Resident Cancellation:

Any Resident requesting cancellation of the Agreement must complete and submit a Request for Release form along with appropriate supporting documentation. To access the housing form:

- Log in to https://one.drexel.edu/ using your Drexel credentials
- Click on the Campus + Community tab
- Click on the Housing & Dining link
- Select the Housing & Dining Forms at the top of the page

If approved for the current term, Residents are required to check-out within 5 calendar days. If approved for future terms, Residents are required to check-out at the end of the applicable Term. Residents failing to adhere to this schedule may be assessed fines.

1. Cancellation for Acceptable Reasons

If the Resident seeks to cancel this Agreement for any of the reasons set forth below (each, an "Acceptable Reason"), the Request for Release will be approved effective on the date of receipt by Housing and Residence Life of the Request for Release form, together with the supporting documentation specified below.

- <u>i.</u> <u>Withdrew Admission</u> Requires supporting documentation. The Deposit is non-refundable.
- ii. Academic Withdrawal from the University (except withdrawal for student conduct issues) Requires a completed Undergraduate Withdraw Form. The Deposit is non-refundable.
- <u>iii.</u> <u>Co-op, Clinical, or Rotation Outside the 10-mile radius of the University</u> Requires a Request for Release form. A virtual/remote co-op does not qualify as an acceptable reason to terminate housing. The Deposit is refundable.
- <u>iv.</u> <u>Study Abroad</u> Requires a Request for Release form. The Deposit is refundable.
- <u>v.</u> <u>Leave of Absence</u> Requires supporting documentation with the Registrar/Student's Advisor. **The Deposit is non-refundable.**

- <u>vi.</u> <u>Leasing with American Campus Communities (ACC) at Drexel University</u>—Requires a lease with ACC to be eligible to terminate their housing agreement before the start of the term. **The Deposit is non-refundable.**
- <u>vii.</u> <u>Approved University Exemption</u> Including, but not limited to, Financial, Medical, Religious and Commuter exemptions in collaboration with affiliated University offices as evidenced by supporting documentation. **The Deposit is non-refundable.**

The Cancellation Fee for each quarter being cancelled is based on the date of receipt by Housing and Residence Life of the Request for Release form and calculated based on the deadlines set forth below. The cancellation for acceptable reasons described in subparagraphs (iii), (iv) and (v) above will only be effective for the period during which the acceptable reason is in effect. By way of example only, a resident who selects the Fall, Winter, Spring and Summer Quarters on their application and who then has a co-op that is outside the 10-mile radius for the Spring Quarter and inside the 10-mile radius for the Summer Quarter may cancel for the Spring Quarter only and will be required to vacate University Housing at the end of the Spring Quarter and will then be reassigned to University Housing and assigned a Move-In Date for the Summer Quarter.

QUARTER FEES for ACCEPTABLE REASONS

Fall 2023 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before September 23, 2023	\$0
From September 23, 2023 to October 29, 2023	Housing charges will be prorated based upon date of check-out
On or After October 30, 2023	Full Housing Term Charge

Winter 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before January 7, 2024	\$0
From January 7, 2024 to February 11, 2024	Housing charges will be prorated based upon date of check-out
On or After February 12, 2024	Full Housing Term Charge

Spring 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before March 31, 2024	\$0
From March 31, 2024 to May 5, 2024	Housing charges will be prorated based upon date of check-out
On or After May 6, 2024	Full Housing Term Charge

Summer 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before June 23, 2024	\$0
From June 23, 2024 to July 28, 2024	Housing charges will be prorated based upon date of check-out
On or After July 29, 2024	Full Housing Term Charge

SEMESTER FEES for ACCEPTABLE REASONS

Fall Semester 2023 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before August 7, 2023	\$0
From August 7, 2023 to September 10, 2023	Housing charges will be prorated based upon date of check-out
On or After September 11, 2023	Full Housing Term Charge

Spring Semester 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before January 7, 2023	\$0

From January 7, 2023 to February 11, 2024	Housing charges will be prorated based upon date of check-out
On or After February 12, 2024	Full Housing Term Charge

Summer Semester 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before May 12, 2024	\$0
From May 12, 2024 to June 16, 2024	Housing charges will be prorated based upon date of check-out
On or After June 17, 2024	Full Housing Term Charge

2. Cancellation for Unacceptable Reasons

Residents seeking to cancel this Agreement for any reason other than those specified in Section 16(A), above, will forfeit the Deposit, regardless of cancellation date, and will be subject to cancellation fees as set forth below. 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 canceled is based on the date of receipt by Housing and Residence Life of the Request for Release form and calculated as set forth below.

For the avoidance of doubt, a Resident who has lost housing as a result of a disciplinary sanction imposed by the University shall be treated as a Cancellation for Unacceptable Reasons and is not entitled to receive a refund of any amounts paid for housing, and is liable for any and all amounts due or to become due during the remainder of the term of their Agreement.

QUARTER FEES for UNACCEPTABLE REASONS

Fall 2023 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before June 30, 2023	\$0
From July 1, 2023 to July 31, 2023	\$1,500
From August 1 to September 23, 2023	\$2,500
On or after September 24, 2023	Full Housing Term Charge

Winter 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before October 31, 2023	\$0
From November 1, 2023 to November 30, 2023	\$1,500
From December 1, 2023 to January 6, 2024	\$2,500
On or after January 7, 2024	Full Housing Term Charge

Spring 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before January 7, 2024	\$0
From January 8, 2024 to January 31, 2024	\$1,500
From February 1, 2024 to March 30, 2024	\$2,500
On or After March 31, 2024	Full Housing Term Charge

Summer 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before March 31, 2024	\$0
From April 1, 2024 to April 30, 2024	\$1,500
From May 1, 2024 to June 22, 2024	\$2,500
On or After June 23, 2024	Full Housing Term Charge

SEMESTER FEES for UNACCEPTABLE REASONS

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before May 31, 2023	\$0
From June 1, 2023 to June 30, 2023	\$1,500
From July 1, 2023 to August 5, 2023	\$2,500
On or After August 6, 2023	Full Housing Term Charge

Spring 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before October 31, 2023	\$0
From November 1, 2023 to November 30, 2023	\$1,500
From December 1, 2023 to January 6, 2024	\$2,500
On or After January 7, 2024	Full Housing Term Charge

Summer 2024 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
Before February 28, 2024	\$0
From March 1, 2024 to March 31, 2024	\$1,500
From April 1, 2024 to May 11, 2024	\$2,500
On or After May 12, 2024	Full Housing Term Charge

A Resident must clearly indicate on the Request for Release their intention to cancel each quarter to which this Agreement is applicable. By way of example only, a Resident who has applied for housing for the Fall, Winter and Spring and who submits a Request for Release from Fall Term housing will NOT be released from Winter and Spring and if they intend to be released from all future terms must also state that they are the Winter and Spring quarters n.

B. University Cancellations

The University reserves the right to cancel this Agreement and repossess the University Housing in the event of the imposition of disciplinary sanctions, breach of the Agreement (including failure to pay fees), failure to meet academic requirements, and failure to be an enrolled student. The Resident must move out, comply with check-out procedures, and vacate the University Housing within 5 calendar days upon such cancellation, including loss of status as an enrolled student during this Agreement period or if Resident fails to enroll for academic credit course work as required in Section 2; provided, however, that Resident may be permitted to remain in residence during a permitted appeal from a disciplinary sanction at the sole discretion of the University. Notwithstanding anything herein to the contrary, in all events, the University reserves the right to cancel this Agreement and immediately repossess the University Housing assignment without prior notice when necessary in the interest of safety or health of other residents or self, or to prevent an imminent substantial disruption of normal residence activities.

Residents deemed ineligible for University Housing or who have their Agreement cancelled by the University may 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. 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 Resident is under the age of 18 at the time the Application is completed, the Resident's parent or legal guardian must also electronically sign the Application through the parent proxy process. The parent proxy process will be activated when the student reaches the housing contract portion of the housing application.
- **19. Pets:** The only pets permitted are non-carnivorous fish, in accordance with the Student Code of Conduct. Students seeking to bring a Service or Assistance animal must comply with the University's Service and Assistance Animal Policy (OED-5) http://drexel.edu/oed/policies/overview/ for more information.
- 20. Right of Repossession: Upon termination of this Agreement the Resident is required to immediately vacate the Room. In the event the Resident does not vacate in accordance with this Agreement, the University has the right to repossess the Room and to pack, remove, store, and/or dispose all of Resident's furnishings and personal property at the Resident's expense. The University also maintains the

right to change the lock of the 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.

- **21. University Wide Virtual Learning:** In the event the University implements a predominantly virtual learning platform for any term, the University reserves the right to terminate this Agreement or to amend this Agreement as the University deems necessary to support the healthy and safe living environment of students who may be permitted to live on campus.
- **22. Release of Roommate/Suitemate Information**: The University may provide a resident's full name, cell phone number and Drexel University e-mail address to all assigned roommates.