

Housing Agreement for Fall 2019-Summer 2020

This Housing Agreement (“Agreement”) is between the undersigned student (the “Resident”) and Drexel University (the “University”), acting through its Offices of University Housing, and Residential Living and Student Conduct. It sets forth the terms and conditions by which the Resident will live in accommodations owned or leased by the University. The University agrees to provide the 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 Housing and Dining account accessible via DrexelOne portal. A housing assignment will not be offered without the required housing deposit (if applicable). The information set forth in the Application shall be deemed incorporated into this Agreement.

TERMS AND CONDITIONS

1. Residency 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 undergraduate students (with the exception of transfer students), will be required to live in a Drexel Residence Hall or University-Affiliated housing for their first and second years. First Year (Freshman) students live in a Drexel Residence Hall; Second Year (Sophomore) students may live in a Drexel Residence Hall or University-Affiliated Housing. Second Year (sophomore) may also live in a Drexel fraternity or sorority house with invitation from the organization. As used in this Agreement, the term “Residence Hall” shall also include fraternity or sorority house.

Drexel Campus Dining Plans are required for First Year/Freshman students living in a Drexel Residence Hall. First Year/Freshman residents are required to purchase one of the two First Year/Freshman Dining Plans for the Fall, Winter and Spring terms of their first year.

2. Eligibility: Only full-time, registered, campus-based students, including students on Co-op assignments, are eligible to live in Drexel Residence Halls. Residents must be registered for classes by week two of an academic term. Failure of Resident to be registered by week two of an academic term will result in the immediate termination of this Agreement with the Resident being liable for cancellation fees in accordance with the terms of Sections 9 and 16 of this Agreement.

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 Code of Conduct. 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 the Resident from checking in, and/or may result in being asked to vacate housing. 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. This Agreement becomes legally binding on the date that the Resident electronically submits the Application to the University.

Residents are responsible for keeping their rooms and applicable common areas clean. If 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 a room at least three times a week and disposed of in the proper trash areas.

Except as set forth below, Residents are prohibited from bringing outside furniture to the Residence Hall in order to ensure fire safety and protect the cleanliness of the rooms. The following items are permitted to be brought by the Resident:

- Desk chairs that do not have any fabric or upholstery
- Lamps (only non-halogen bulbs)
- Media stand, book case, or night stand

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 all terms indicated on the Application or if the Resident terminates the Agreement for Acceptable Reason #16(iii) or (iv), a Resident’s housing Deposit, less any charges deducted by the University, will be credited to the Resident’s student account.

5. Payment: The Resident agrees to pay all applicable charges for the 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 Drexel Central at drexel.edu/drexelcentral.

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). Agreements entered into mid-year shall be in force through the end of the applicable summer quarter. 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 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. Check In: The room should be vacant and in good order when occupancy begins and Resident should immediately report any problems to the Resident Assistant or University Designee. Upon initial arrival to a Residence Hall, the Resident shall be 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 applicable common areas 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.

- a) Keys for individual rooms 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 Resident Assistant or University Designee. The Resident shall always be responsible for keys issued to them.
- b) Fines for lost or damaged keys or for the unauthorized duplication of keys shall be levied by the University.

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, they 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 they 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 term and the beginning of the next. Only students with a housing assignment for the term before the break and a housing assignment for the term after the break are eligible for, but are not guaranteed, housing during a break period.

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 a Check-Out Form at the front desk. Checking out does not constitute termination of this Agreement. Before moving out, the Resident is required to remove all refuse and discarded materials, leaving their Room clean. Charges for additional cleaning required, for removal of personal property, and/or 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 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 bear the cost.

- a) Residents are responsible 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. Residents are liable for all damages assessed in their bedroom and/or common areas. If liability cannot be determined within any bedroom, 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. 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.

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 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 Resident or any other person.

IN CONSIDERATION FOR THE UNIVERSITY PROVIDING THE RESIDENT THE OPPORTUNITY TO LIVE IN 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") 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 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 any additional 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 along with appropriate supporting documentation to the following office:

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

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

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

Cancellation for Acceptable Reasons

If the 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 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 (except withdrawal for student conduct issues)** - Required supporting documentation: a completed Undergraduate Withdraw Form. **The housing deposit is non-refundable.**
- iii. Co-op, Clinical, or Rotation Outside the 10-mile radius of Drexel University** - Required supporting documentations: a Request for Release form signed by a Resident's 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. **The housing deposit is refundable.**

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

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.

QUARTER FEES for ACCEPTABLE REASONS

Fall 2019 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before September 23, 2019	\$0
From September 23, 2019 to October 27, 2019	Housing charges will be prorated based upon date of check-out
On or After October 28, 2019	Full Housing Term Charge

Winter 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before January 6, 2020	\$0
From January 6, 2020 to February 9, 2020	Housing charges will be prorated based upon date of check-out
On or After February 10, 2020	Full Housing Term Charge

Spring 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before March 30, 2020	\$0
From March 30, 2020 to May 3, 2020	Housing charges will be prorated based upon date of check-out
On or After May 4, 2020	Full Housing Term Charge

Summer 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before June 22, 2020	\$0
From June 22, 2020 to July 26, 2020	Housing charges will be prorated based upon date of check-out
On or After July 27, 2020	Full Housing Term Charge

SEMESTER FEES for ACCEPTABLE REASONS

Fall Semester 2019 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before August 5, 2019	\$0
From August 5, 2019 to September 8, 2019	Housing charges will be prorated based upon date of check-out
On or After September 9, 2019	Full Housing Term Charge

Spring Semester 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before January 6, 2020	\$0
From January 6, 2020 to February 9, 2020	Housing charges will be prorated based upon date of check-out
On or After February 10, 2020	Full Housing Term Charge

Summer Semester 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before May 11, 2020	\$0
From May 11, 2020 to June 14, 2020	Housing charges will be prorated based upon date of check-out
On or After June 15, 2020	Full Housing Term Charge

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 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 for unacceptable reasons will forfeit the Deposit, regardless of cancellation date.**

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 2019 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
On or before January 31, 2019	\$0	Yes
From February 1, 2019 to February 28, 2019	\$750	Yes
From March 1, 2019 to March 31, 2019	\$1,000	Yes
From April 1, 2019 to June 30, 2019	\$1,500	Yes
From July 1, 2019 to August 31, 2019	\$2,000	Yes
On or after September 1, 2019	Full Housing Term Charge	Yes

Winter 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
On or before May 31, 2019	\$0	Yes
From June 1, 2019 to June 30, 2019	\$750	Yes
From July 1, 2019 to July 31, 2019	\$1,000	Yes
From August 1, 2019 to October 31, 2019	\$1,500	Yes
From November 1, 2019 to December 31, 2019	\$2,000	Yes
On or after January 1, 2020	Full Housing Term Charge	Yes

Spring 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
On or before August 31, 2019	\$0	Yes
From September 1, 2019 to September 31, 2019	\$750	Yes
From October 1, 2019 to October 31, 2019	\$1,000	Yes
From November 1, 2019 to January 31, 2020	\$1,500	Yes
From February 1, 2020 to March 31, 2020	\$2,000	Yes
On or After April 1, 2020	Full Housing Term Charge	Yes

Summer 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
On or before October 31, 2019	\$0	Yes

From November 1, 2019 to November 30, 2019	\$750	Yes
From December 1, 2019 to December 31, 2019	\$1,000	Yes
From January 1, 2020 to March 31, 2020	\$1,500	Yes
From April 1, 2020 to May 31, 2020	\$2,000	Yes
On or After June 1, 2020	Full Housing Term Charge	Yes

SEMESTER FEES for UNACCEPTABLE REASONS

Fall 2019 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
On or before April 30, 2019	\$0	Yes
From May 1, 2019 to May 31, 2019	\$1,000	Yes
From June 1, 2019 to June 30, 2019	\$1,500	Yes
From July 1, 2019 to July 31, 2019	\$2,000	Yes
On or After August 1, 2019	Full Housing Term Charge	Yes

Spring 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
On or before August 31, 2019	\$0	Yes
From September 1, 2019 to September 30, 2019	\$1,000	Yes
From October 1, 2019 to October 31, 2019	\$1,500	Yes
From November 1, 2019 to November 31, 2019	\$2,000	Yes
On or After December 1, 2019	Full Housing Term Charge	Yes

Summer 2020 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons	Forfeit of Housing Deposit
Before January 31, 2020	\$0	Yes
From February 1, 2020 to February 28, 2020	\$1,000	Yes
From March 1, 2020 to March 31, 2020	\$1,500	Yes
From April 1, 2020 to April 15, 2020	\$2,000	Yes
On or After April 16, 2020	Full Housing Term Charge	Yes

In the event the 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, Spring and/or Summer 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 contracted term 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 who have their Agreement cancelled 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. This paragraph includes those students who may be suspended by the University through an action of Residential Living and Student Conduct.

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 a returning student; and (iv) be of the same gender identity as the student seeking to make the assignment or a participant of Gender Inclusive Housing if the space is gender inclusive. 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 their 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 an all-inclusive dining plan is mandatory. Dining plan cancellations will be granted upon the cancellation of this Agreement. Any student can opt-in to a dining plan. 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 through the parent proxy process. The parent proxy process will be activated when the student reaches the housing contract portion of the housing application.

21. Pets: The only pets permitted are non-carnivorous fish, in accordance with the Student Code of Conduct. Student seeking to bring a Service or Assistance animal should review Drexel's Service and Assistance Animal Policy (OED-5) <http://drexel.edu/oed/policies/overview/> for more information.

22. Right of Repossession: Upon termination of this Agreement the Resident is required to immediately vacate the Resident's room. In the event the Resident does not vacate in accordance with this Agreement, the University has the right to repossess the Resident's 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.