

Housing Agreement for Fall 2021-Summer 2022

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

Drexel Campus Dining Plans are required for First Year (Freshman) students living in a University Residence Hall. First Year (Freshman) residents are required to purchase an all-inclusive plan 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 University Housing. Residents must be registered for classes by week two of each academic term. Failure of Resident to be registered by week two of each 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. Exceptions may be made on a case by case basis during the summer quarter if space allows or in the event the University is not providing in-person instruction.

The Resident’s housing rights under this agreement may be lost due to failure to meet academic requirements, the imposition of disciplinary sanctions, or cancellation of the agreement by the University after the Resident(s) breaks the agreement. Ordinarily, Residents will be permitted to remain in residence during a permitted appeal from such decision. If the Resident’s housing is lost due to failure to meet academic requirements, the Resident will be refunded the prorated fees for the period from termination of this Agreement to the check-out date. No refund of housing charges will be made to Residents dismissed for disciplinary action or breach of Agreement. The Resident agrees to officially move out and vacate the University Housing within 48 hours upon 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 this Section 2. Notwithstanding anything herein to the contrary, in all events, the University reserves the right to exclude immediately without prior notice any Resident whose continued residence presents a substantial risk to safety or health of other residents or self, or presents a reasonable likelihood of imminent substantial disruption of normal residence activities.

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 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. 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. Trash must be removed from the Room at least three times a week and disposed of in the proper trash areas.

Residents are prohibited from bringing any furniture into the Residence Hall and must comply with the Code of Conduct Residential Facilities Policies, 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 Resident’s housing 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 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) 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 and (ii) the date Resident actually moves into the University Housing and will end on the last day of the last Quarter or Semester indicated on the Application as follows for the 2021-2022 Academic Year:

Quarter	End Date
Fall Quarter	December 11, 2021
Winter Quarter	March 19, 2022
Spring Quarter	June 11, 2022
Summer Quarter	September 3, 2022
Semester	End Date
Fall Semester	December 18, 2021
Spring Semester	May 7, 2022
Summer Semester	July 30, 2022

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 breaks as well as the periods between the end of one academic term and the beginning of the next. Please review **Section 10** on Residence Hall closures and breaks periods.

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 vacant and in good order when occupancy begins. If occupancy begins after the start of the academic year, 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 prior to Resident’s arrival. Additional housekeeping or facility support can be requested 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). 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 Resident Assistant 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, they may be designated as a “No Show.” The University may terminate the Agreement and/or reassign the Resident’s 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 quarter. If a Resident will not be able to arrive during the Move-in period, the Resident should contact the University in writing, by email or the US Postal Service, no later than the last Move-in day and the University may, but shall not be obligated to, accommodate a late check-in. Notice should be sent to 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. 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 in University Housing 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 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.

- 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. 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 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 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:

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:

Housing and Residence Life
101 N. 34th Street
Philadelphia, PA 19104
housing@drexel.edu

The Request for Release form is available at the office of Housing and Residence Life, 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 the Term. Residents failing to adhere to this schedule may be assessed fines.

Cancellation for Acceptable Reasons

If the Resident seeks to cancel this Agreement for any period for a reason deemed acceptable by the University, as defined below, the Request for Release will be approved on the date of receipt by Housing and Residence Life of the Request for Release form, together with the supporting documentation specified below.

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 the 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 Housing and Residence Life of the Request for Release form, as outlined 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. For the avoidance of doubt, 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-miles radius for the Spring Quarter and inside the 10-mile radius for the Summer Quarter may cancel for the Spring Quarter and 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 2021 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before September 18, 2021	\$0
From September 18, 2021 to October 24, 2021	Housing charges will be prorated based upon date of check-out
On or After October 25, 2021	Full Housing Term Charge

Winter 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before January 1, 2022	\$0
From January 1, 2022 to February 6, 2022	Housing charges will be prorated based upon date of check-out
On or After February 7, 2022	Full Housing Term Charge

Spring 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before March 26, 2022	\$0
From March 26, 2022 to May 1, 2022	Housing charges will be prorated based upon date of check-out
On or After May 2, 2022	Full Housing Term Charge

Summer 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before June 18, 2022	\$0
From June 18, 2022 to July 24, 2022	Housing charges will be prorated based upon date of check-out
On or After July 25, 2022	Full Housing Term Charge

SEMESTER FEES for ACCEPTABLE REASONS

Fall Semester 2021 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before July 31, 2021	\$0
From July 31, 2021 to August 29, 2021	Housing charges will be prorated based upon date of check-out
On or After August 30, 2021	Full Housing Term Charge

Spring Semester 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before January 1, 2022	\$0
From January 1, 2022 to February 6, 2022	Housing charges will be prorated based upon date of check-out
On or After February 7, 2022	Full Housing Term Charge

Summer Semester 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Acceptable Reasons
Before May 7, 2022	\$0
From May 8, 2022 to June 12, 2022	Housing charges will be prorated based upon date of check-out
On or After June 13, 2022	Full Housing Term Charge

Cancellation for Unacceptable Reasons

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 Housing and Residence Life 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 2021 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before June 30, 2021	\$0
From July 1, 2021 to July 31, 2021	\$1,500
From August 1 to September 17, 2021	\$2,500
On or after September 18, 2021	Full Housing Term Charge

Winter 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before October 31, 2021	\$0
From November 1, 2021 to November 30, 2021	\$1,500
From November 1, 2021 to December 31, 2021	\$2,500
On or after January 1, 2022	Full Housing Term Charge

Spring 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before December 31, 2021	\$0
From January 1, 2022 to January 31, 2022	\$1,500

From February 1, 2022 to March 25, 2022	\$2,500
On or After March 26, 2022	Full Housing Term Charge

Summer 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before March 31, 2022	\$0
From April 1, 2022 to April 30, 2022	\$1,500
From May 1, 2022 to June 17, 2022	\$2,500
On or After June 18, 2022	Full Housing Term Charge

SEMESTER FEES for UNACCEPTABLE REASONS

Fall 2021 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before May 31, 2021	\$0
From June 1, 2021 to June 30, 2021	\$1,500
From July 1, 2021 to July 30, 2021	\$2,500
On or After July 31, 2021	Full Housing Term Charge

Spring 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
On or before October 31, 2021	\$0
From November 1, 2021 to November 30, 2021	\$1,500
From December 1, 2021 to December 31, 2021	\$2,500
On or After January 1, 2022	Full Housing Term Charge

Summer 2022 Housing

Receipt of Request for Release Form	Cancellation Fees for Unacceptable Reasons
Before February 28, 2022	\$0
From March 1, 2022 to March 31, 2022	\$1,500
From April 1, 2022 to May 6, 2022	\$2,500
On or After May 7, 2022	Full Housing Term Charge

In the event the Resident fails to provide 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 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. 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.

19. 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.

20. 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 must comply with the University's Service and Assistance Animal Policy (OED-5) <http://drexel.edu/oed/policies/overview/> for more information.

21. 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.

22. University Wide Virtual Learning: In the event the University determines a predominantly virtual learning for the term, Housing and Residence Life will provide addendum language to support the healthy and safe living environment of students who have been granted an appeal to live on campus.