

Student Housing Contract - 2019-20

This Housing Contract is made between the University of Dayton (“University”) and the Student resident of University Housing (“Student”). This Contract is valid and enforceable once the Student electronically signs it. In consideration of the mutual covenants herein, the University and Student agree to the following terms and conditions:

TERMS AND CONDITIONS OF STUDENT HOUSING CONTRACT FOR THE 2019-20 ACADEMIC YEAR

The contract term is for the entire academic year (August 18, 2019 – May 8, 2020) and cannot be transferred or assigned. Students are subject to the University Housing Requirement as a condition of enrollment.

HOUSING ELIGIBILITY & REQUIREMENT

STUDENT: To live in University housing during the Fall and Spring terms, an undergraduate Student is required to be registered for at least eight (8) credit hours with the University. A graduate student is required to be registered for at least six (6) credit hours to live in University housing during the Fall and Spring terms. The University has the right to cancel a student’s contract if Student’s credit hour registration falls below credit hour requirements.

To maintain eligibility for community living within the University housing a student must be able to comply with the code of conduct and housing contract. Specifically, it is expected that a student can live in agreement with the health, safety, and behavioral requirements of the University.

UNIVERSITY HOUSING REQUIREMENT: The University of Dayton has a requirement that each first- and second-year undergraduate domestic, international, conditionally admitted international student and international student enrolled in the Intensive English Program (classified by a student's start term at the University or high school graduation year, not by the number of credit hours) under 21 years of age, unmarried, and not living at parent's or legal guardian’s permanent residence within 40 miles of the University is required to live in University housing. Any first- or second-year student requesting to commute must complete and notarize the form found at: <https://www.udayton.edu/studev/housing/housingoperations/forms.php>

STUDENT HOUSING ASSIGNMENT

ROOM ASSIGNMENT: Student understands this agreement is not for a specific residence hall, room, suite, quad, apartment or house. All housing assignments are confirmed by the University. The Department of Housing and Residence Life reserves the right to alter housing assignments at any time for any reason it deems necessary in its sole discretion. In addition, the following considerations apply to room assignments:

1. Room assignments are made without regard to race, color, national origin, ancestry, creed, religion, sexual orientation, or veteran status.
2. Room assignments are made with age-appropriate peer groups.
3. The University assigns students of the same gender together. Students are assigned based on the gender identity as reported to Housing and Residence Life.
4. No room or roommate changes will be facilitated during the first two weeks of each semester.
5. Student wishing to make an assignment change is required to follow a formal “Housing Assignment Change Process”. Any Student who does not follow the stated process and moves without authorization

by Housing and Residence Life staff may be charged a fine and/or reassigned to another housing assignment. Information regarding the Housing Assignment Change Process can be found on the Housing and Residence Life website at <http://www.udayton.edu/studev/housing/>

6. The University reserves the right to change room or facility assignment, to assign roommates, to consolidate vacancies, and/or to require Student to move to different accommodations as may be deemed necessary at the discretion of the University. Student will receive appropriate notice if such action is necessary, and Student's account will be adjusted accordingly if housing costs are changed.
7. If Student refuses to allow another assigned Student to move into the assigned residence, Student may be required to move and/or charged additional housing charges, and is subject to disciplinary action.
8. Consideration will be given to assignment and roommate requests, but the University cannot guarantee to honor every request. Failure to honor assignment preferences will not void this Contract.
9. Students who identify as transgender are asked to discuss their housing options, room assignments and/or living environment with the Director of Housing Operations. Housing and Residence Life will assist with the residential assignment on a case by case basis within the University's Assignment Process. We encourage students to discuss housing options as soon as possible while the widest range of housing options are still available.

BOARD: All Students residing in Founders Hall, Marianist Hall, Marycrest Complex, Stuart Complex, and Virginia W. Kettering Hall are required to purchase a meal plan. For additional information concerning meal plans and Flyer Express, please access web site <http://www.udayton.edu/diningservices/> or call Dining Services at 1-800-259-8864 or 1-937-229-2441.

CLOSINGS: Students are eligible to move into their assigned housing based on their classification. All University undergraduate housing facilities are closed during Spring Break. Housing will close for Spring Break on Friday, March 13, 2020 and re-open on March 22, 2020. Housing will also be closed during the semester Semester Break. Student must vacate his/her room, suite, quad, apartment, or house within 24 hours after his/her last examination for that semester, except if Student's last examination is on the last day of exams, in which case, Student must vacate by the closing date and time published. In addition, graduating seniors may remain as occupants for 24 hours after graduation. The published dates for University Housing are listed below:

Classification	Fall Move-in	Winter Break Start	Spring Move-in	Spring Break Start	Spring Break Return	Spring Move-out
First Year Student	8/16/2019	12/13/2019	1/12/2020	3/13/2020	3/22/2020	5/8/2020
Upper Class Students	8/18/2019	12/13/2019	1/12/2020	3/13/2020	3/13/2020	5/8/2020
Graduate Students not living in Plumwood or University Place	8/19/2019	12/14/2019	1/13/2020	3/13/2020	3/22/2020	5/10/2020

(Upper Division Students are defined as all non-first year undergraduate students)

For each hour a Student withholds possession of room, suite, quad, apartment, or house after stated break and/or closing times and dates or termination of Contract, the University reserves the right to collect an amount to be determined as liquidated damages. Additionally, Student refusing to leave premises may be removed and is subject to disciplinary action.

EXTENDED USE OF UNIVERSITY HOUSING DURING BREAK PERIODS: Student may request housing outside the published contract dates. Student may be subject to additional fees and conditions during these periods. Additionally, housing outside the contracted period is not guaranteed and is available at the discretion of the University. Please refer to the Extended Stay/Early Arrival information located on the Housing and Residence website.

STUDENT HOUSING EXPECTATIONS

BUSINESS OPERATION: Student may not conduct any private business operation from a University residence or use University resources (e.g. telephone lines or computer services etc.) for such activity without prior University approval. More information about the process for approving a student run business can be found by contacting the *L. William Crotty Center for Entrepreneurial Leadership* in the *School of Business*.

CONDUCT: Student is responsible for his/her behavior and the behavior of his/her guests. Failure of Student or his/her guests, to comply with and observe any such rules, regulations, policies, codes or procedures shall constitute a breach of this Contract. Student will be responsible for the payment of all charges related to the behavior of his/her guests in his/her residence and for ensuring that his/her guests comply with University rules and regulations.

Student and his/her guests, may not possess or consume alcohol in Marycrest Complex, Founders Hall, Marianist Hall, Sophomore Garden Apartments, Stuart Complex, Sophomore Irving Commons Apartments and Virginia W. Kettering Suites, as alcohol is prohibited in these facilities. Students living in Junior/Senior/Graduate/Law apartments and houses, Lawnview Apartments, Art Street, Caldwell Apartments, Plumwood Apartments, Campus South, and University Place Apartments, who are 21 or older, are permitted to have alcohol in the privacy of their apartment/house only in accordance with city/state law and University policies.

Student and his/her guests may not use or possess illegal drugs in University housing.

Student and his/her guests must keep noise at respectable levels. Requests by a University official or a community member to lower noise will be adhered to immediately upon receipt of such request.

Student and his/her guests are not permitted to smoke inside residence halls, suites and apartments. Student and his/her guests are only permitted to smoke inside University owned houses if all residents are in agreement.

DAMAGE TO AND MAINTENANCE OF UNIVERSITY PROPERTY: University shall maintain and keep in good condition the roof, walls, structural parts, main hallways, elevators and all other commonly used parts and portions of the building, but the University shall not be responsible for failure to make any such repairs.

Student shall take good care of the premises and the appurtenances, equipment and fixtures therein, and shall keep them in good sanitary condition. Upon the end or other termination of this Contract, Student shall return the premises and the appurtenances, equipment and fixtures in the same or in as good a condition as when received, ordinary wear excepted.

Student shall use, operate and maintain the equipment furnished by the University in accordance with the directions of the manufacturer and such additional instructions as University may give.

No alterations or repairs are to be made to University housing by Student, parent or guest. Notification of repairs to University property must be communicated through the University's work order system.

Student acknowledges responsible for any loss or damage up to the full cost of repair to the residence, the furnishings, or the public use areas that occurs as a result of Student's intentional actions and/or negligence. Student may be required to complete an educational program and/or class as part of restitution for the damage.

The University reserves the right to charge all students of a building, wing, or floor a community damage fee if vandalism/housekeeping occurs in a common area that cannot be traced to a specific person, group, or incident. Each student's portion of the community damages are billed monthly to their student account.

Student shall maintain a clean living environment free of trash and debris. All trash and recyclable items must be disposed of in designated areas and in accordance with pick-up schedules. Students residing within the neighborhood are responsible to keep their yards, porches and public areas free of litter. Failure to dispose of litter/trash by 7:00am daily from yards, porches and public areas will result in a Litter and Debris Citation. Public areas include porches, yards, streets and sidewalks within the Student neighborhoods.

If the assigned room, suite, quad, apartment, or house is damaged or destroyed by casualty the University may either reassign the student to another room based on availability or at its option may elect to cancel this Contract and provide prorated refund to Student any unused amount of prepaid charges. In no event will the University's liability for inhabitation or destruction of the premises exceed the amount prepaid by Student.

DAMAGE TO AND MAINTENANCE OF PERSONAL PROPERTY: University shall not be responsible for loss or damage to any student-owned/ personal property as a result of facility condition (i.e., water damage as a result of a leak).

Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in all University housing facilities. Student is encouraged to pursue coverage under their parents' homeowners insurance or purchase renters insurance, as the University does not carry insurance covering any such loss to personal property and assumes no responsibility for the payment of any such loss or damage.

Student is encouraged to keep room, suite, quad, apartment, or house locked and valuables secured at all times. Student is also encouraged to take valuables with him/her during the semester break.

FURNITURE: Each Student is furnished with a bed, desk, and desk chair. All University owned facilities are equipped with a refrigerator or a micro-fridge. No additional refrigerators or freezers are permitted. Suites are additionally furnished with appropriate living room furniture. Apartments and houses are additionally furnished with appropriate living room furniture, stove, dining table, and chairs. Bedrails are available to students upon request from Residential Properties.

Student may not remove University property from rooms, suites, quads, apartments, houses, lounges, hallways, etc. The University will not remove furniture it furnished from any living or common area space.

Student may not construct or install lofts, bars or similar structures in University housing.

Student may not alter, construct or bring in any furniture that will significantly increase the weight load to the structure. Examples of prohibited items include but are not limited to: cement blocks, stages, platforms, safes,

bars, appliances, aquariums, etc. Student is discouraged from bringing any additional furniture, as space in all housing facilities is limited and may exceed allowable weight loads.

Indoor furnishings or any furnishings the University deems to be indoor or inappropriate, whether University or Student-owned, are not permitted on the grounds or porches of University facilities.

HEALTH AND SAFETY: Any item that the University deems at its own discretion to be either unsafe or potentially damaging to University property is prohibited and may not be stored in University facilities. The University reserves the right to remove unauthorized or dangerous devices. Examples of unauthorized or dangerous devices include but are not limited to: Swimming pools greater than 12 inches in height or any pool with electrical connections/filters, hot tubs, waterbeds, hammocks, halogen lights, firearms, fireworks, explosives, hoverboards, fire pits, space heaters, tiki torches, candles, candle warmers, incense burners, flammable liquids, and chemicals. See the statements below for information regarding other restricted devices:

1. Gasoline-powered engines or gas tanks, lawn mowers, motorcycles, grills, grilling outdoor cookers, smokers, and turkey fryers may not be used inside or on the porch of any University-owned facility. These items must be a minimum of 10' from the structure during use. Grills, grilling outdoor cookers, smokers and turkey fryers may be stored on the porch of a University-owned facility when not in use.
2. String, Christmas, or party lights, and/or similar items that are mounted in such a way as to damage University property or whose electrical connection is deemed hazardous are not permitted in University housing.
3. Open-coiled cooking appliances are prohibited in any student residence hall room.
4. Any item that may be construed as a weapon in is not permitted in University housing.

Student shall maintain clear paths of ingress/egress of his/her residence at all times and carefully monitor the guest occupancy for the residence and porches (where applicable) based on the posted occupancy limits. If there is no posted occupancy limit, Student shall maintain a reasonable number of guests at all times.

Basements and/or cellars, attics, and other areas that are considered mechanical space are not to be accessed by Student and/or guests. Additionally, Student and guests are not permitted on the rooftops of University-owned facilities.

Student and their guests shall not remove or tamper with window stops. Tampering with and/or removing window stops could result in disciplinary action.

Tampering with fire safety equipment is prohibited in accordance with Ohio Revised Code Section 2909.07 and is punishable by a up to a \$1,000 fine or six (6) months in jail or both. Tampering with fire safety equipment or smoke detectors will also result in disciplinary action that may include suspension or expulsion from the University.

Students are required to comply with evacuations as directed for their specific residential location. Individuals with need for assistance are encouraged to register with the Office of Learning Resources and the University reserves the right to assign and/or reassign individuals to residential spaces properly equipped for their safe evacuation.

KEYS: Student is required to pick up assigned residence key upon move-in. Failure to do so may result in an improper check-in charge applied to Student's account. Student who borrows a temporary access key/card for housing assignment will incur a monetary charge to Student's account for each use.

Keys may not be duplicated or given to any person. Lost keys, or keys not returned to the designated key-return location (i.e., residence hall/apartment complex main desk, 461 Kiefaber Street for Garden Apartments and neighborhood apartments and houses) at the time of departure, will result in a lock change at Student's expense.

Additionally, failure to return keys to the designated key-return location by the specified move-out deadline will result in an improper check-out charge applied to Student's account.

PETS AND SERVICE ANIMALS: Pets are prohibited in/on University housing premises. Violation of this expectation may result in removing the pet, a fine, plus cleaning charges, replacement charges for furniture and carpeting, and/or reassignment or cancellation of contract.

Students who require the assistance of a service or support animal must first obtain permission from the appropriate University officials. Student is responsible for maintaining control over the animal at all times, including keeping it leashed when the animal is not performing service. Additionally, it is the responsibility of Student to maintain the animal's hygiene and to work with University staff to ensure that the proper accommodations are provided for the animal's needs.

RESIDENCE ENTRY: University employees and/or their agents shall have the right to enter and inspect the premises during reasonable hours to make repairs, alterations and improvements/cleaning to the premises and building as the University may deem necessary. Any repairs, alterations and improvements undertaken by University shall be executed with reasonable diligence. University shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident have any effect upon this Contract or upon the obligations of Student there under.

University employees, which include the University police, are permitted to enter a Student's residence without obtaining Student's consent for purposes of addressing any type of health, safety or emergency or any other situation deemed urgent or necessary. These situations include but are not limited to violent behavior, illness or injury, disorderly behavior or activity that disturbs the neighboring environment, reasonable belief that reasonable occupancy is exceeded (where for the purposes of this Contract a posted occupancy limit signifies reasonable occupancy), safety issues and/or reasonable belief that a violation of University policy has occurred in a University owned residence. In such situations, University employees will knock, identify themselves, and request entrance. If no cooperative response is received, University employees may enter. If the residents are not present, a signed notice will be left in a prominent location within the residence indicating the name and position of the employee(s) making entry, the date and time of the entry, and the reason for the entry. The University shall incur no liability provided reasonable care is given to Student's property, and such entry shall have no effect on the Contract.

SERVICES AND AMENITIES: University approved cable is provided in all residential facilities. Student cannot install or cause to be installed any satellite dishes, antennas, or other cable hookup. For some properties, cable and phone service is provided through contracts with Spectrum and/or AT&T. These contracts cannot be modified or cancelled by the residents. These properties may include, but are not limited to, Irving Commons Apartments, 1132 Irving and all properties on Rogge Street.

Air conditioning is provided in all residence hall rooms/suites/quads and in Campus South, Caldwell, Garden, Irving Commons and Lawnview Apartments, University Place and Plumwood Apartments.

Outdoor storage is not permitted on University premises.

SIGNAGE: Students are prohibited from posting signage in the windows of their residence hall or apartment. The

University reserves the right to remove any signage (including posters, banners, sheets) from student residence halls, apartments or houses that the University in its sole discretion determines is not consistent with the Student Handbook or University Policy, the University's mission and values, and/or is in violation of local, state and federal laws. Additional information can be found in the [University of Dayton's Signage Expectations](https://www.udayton.edu/studev/_resources/files/housing/operations/archives/signage_expectations.pdf) (https://www.udayton.edu/studev/_resources/files/housing/operations/archives/signage_expectations.pdf).

GENERAL TERMS

The laws of the State of Ohio govern this Contract.

University may increase the fee for room and board by formal action of the University of Dayton Board of Trustees.

University shall have the right to change and to establish additional rules, regulations, policies, codes, or procedures as necessary at the sole discretion of the University.

Student agrees to abide by the laws of the State of Ohio; the ordinances of the City of Dayton; and the University's Student Handbook. Student is responsible for the policies and procedures as set forth in the University's Student Handbook. Student agrees to demonstrate behavior that is conducive for maintaining good community relations and maintain the property in the condition in which it was received.

Student hereby agrees to indemnify and hold the University and its employees and agents harmless for any and all damages, claims, or causes of action of any kind arising out of or in connection with Student's use, occupation or other activity resulting from Student entering this Contract except where such injury is caused by the University's reckless acts or omissions. In no event will the University's liability exceed the amount prepaid by Student.

PAYMENT AND BILLING RIGHTS

PAYMENTS: If Student fails to make payment according to the schedule set by the University, the University may withhold grade reports and all other records or information requested by Student or third parties, as well as may prevent Student from registering for future semesters. If Student has already registered for the subsequent semester, their registration will be canceled. Failure to pay may result in Student being reported to a credit service. Student must pay the balance of the account in full upon request. Student agrees to pay costs of collecting the account including reasonable attorney's fees and court costs. Student further agrees that the venue for any action to collect the account will be Montgomery County, Ohio.

STUDENT BILLING RIGHTS: Student should keep this notice for future use. If Student believes there is an error in their housing bill, or if Student needs more information regarding a housing transaction on their bill, Student must notify Housing and Residence Life in writing at 300 College Park, 210 Gosiger Hall, Dayton OH 45469-0950 or email housing@udayton.edu as soon as possible. Housing and Residence Life must receive written notice from Student no later than 60 days after receiving the first bill on which the error or problem appeared. Student may telephone Housing and Residence Life, but doing so will not preserve Student's rights. In the letter, Student should provide the following information: Student name and identification number, the dollar amount of the suspected error, description of the error, and explain, if possible, a) why they believes their bill to be in error and b) if applicable which section of the contract supports their argument.

CANCELLATION OF THE HOUSING CONTRACT

CANCELLATION OF CONTRACT:

The University reserves the right to cancel this contract for the following reasons: (1) failure to pay; (2) failure to remain a Student in good standing; (3) failure to abide by the University's Student Handbook and/or State or Federal law (4) failure to maintain the minimum number of credit hours; (5) or otherwise failure to comply with the terms of this Contract.

CONDITIONS: If Student violates the University's Student Handbook, and/or State or Federal Law, a University official may file a complaint with the Office of Community Standards and Civility against Student, which, if proved, may result in sanctions as provided for in Student Conduct System of the University.

If Student vacates or abandons their University assigned residence, the University shall have the right to enter and take possession of the premises and remove any personal property. The obligation of Student to pay amounts required by this Contract shall remain in full force and effect and Student shall be responsible for any costs, expenses, loss or damage to the University by reason of Student's failure to comply with the terms.

CANCELLATION FEE SCHEDULE

1. Documentation received within three business days of housing assignment and before move-in, 0% of semester charge.
2. Documentation received after three business days of housing assignment, 20% of semester charge.
3. Documentation received between May 15 and July 1 and after three (3) business days of housing assignment, 40% of semester charge.
4. Documentation received after July 1 and before move-in 60% of fall semester charge.
5. Documentation received during the first four weeks of fall semester, 75% of fall semester charge.
6. Documentation received during or after the fifth week of fall semester, 100% of fall semester charge plus 20% of spring semester charge.
7. Documentation received after the tenth week of fall semester and before spring semester move-in, 100% of fall semester charge plus 40% of spring semester charge.
8. Documentation received during the first four weeks of spring semester, 75% of semester charge.
9. Documentation received during or after the fifth week of spring semester, 100% of semester charge.

The parties acknowledge and agree that the above stated amounts may be in addition to any attorney's fees and expenses.

EXCEPTIONS TO THE CANCELLATION FEE: This Contract cannot be canceled by Student after Student has electronically signed said Contract and enrolled in University classes for the Fall or Spring semesters, except in the following circumstances:

NEW/ TRANSFER STUDENT: New Incoming First-Year Undergraduate, Transfer Undergraduate, Law and Graduate Student who decides not to attend the University is released from the housing contract once written notification or email notification of cancellation is received by Housing and Residence Life. Email cancellations prior to the start of class for new and transfer students should be sent to housing@udayton.edu. Cancellation charge schedule is as follows:

1. Documentation received within the first three business days after housing assignment notification and before move-in, no charge.
2. If documentation is received after move-in and student withdraws from classes or moves from UD housing, charges will be assessed as outlined in the Cancellation Fee Schedule section of this Contract. Student will have three days to move from UD housing after contract release.

RETURNING STUDENT: As a result of the University's first- and second-year housing requirement (see University Housing Requirement section of this Contract), any first- or second-year Student may be released from housing Contract only to commute from a parent's or legal guardian's permanent residence within 40 miles of University.

1. Any first- or second-year Student requesting contract release to commute from parent's or legal guardian's permanent residence within 40 miles is required to complete a notarized form found at <https://www.udayton.edu/studev/housing/resources/index.php>. Approval to commute will not be granted until completed documentation has been received in Housing and Residence Life office. Approved contract releases to commute are subject to the release fee schedule in the Cancellation Fee Schedule section of this Contract.
2. Any junior or senior returning Student may request release from the housing Contract subject to the release fee schedule in the Cancellation Fee Schedule section of this Contract.

A returning Student may be released from the housing Contract per completion and approval of the "Housing Cancellation Form" found on the Porches website. If released from the Housing Contract, Student will have three days to move from University housing once released from contract and will be charged according to the release fee schedule in the Cancellation Fee Schedule section of this Contract.

Any student who transfers or withdraws from the University must complete the "Not Returning Form" on the Porches website. Student will be charged \$500 if documentation is received after July 1 and prior to student moving into assigned room for fall cancellation and after November 1 for spring cancellation.

If a Student withdraws from classes after moving into University housing, charges will be assessed as outlined in the Cancellation Fee Schedule section of this Contract.

Any Student who participates in a co-op, study-abroad or internship program outside a 40-mile radius of University during Fall or Spring semester will be released from the housing Contract per completion of the "Housing Cancellation Form" on the Porches website requesting release from housing Contract as a result of co-op, internship work, or study-abroad semester.

If Student receives a co-op, internship or study-abroad for the current term which is outside a 40 mile radius after moving into University housing, charges will be assessed at a daily rate. If a student has signed the housing contract and participates in a co-op, internship, or study-abroad program during the fall term and wishes to cancel their contract for the spring term, they will be charged as outlined in the Cancellation Fee Schedule section of this Contract.

Exceptions to the above-stated cancellation refund schedules may be made to comply with federal financial aid programs or for medical withdrawals.

Lead-Based Paint Disclosure

NOTE TO RESIDENTS: To fully comply with the Federal EPA regulations regarding communications about use of lead-based paint in residential facilities, the following information is provided to all residents of campus-owned and leased housing specifically Residents are asked to read [Protect Your Family from Lead in Your Home](#) before signing your Housing Contract.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Students can access this information at:

<http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>

Lessor's Disclosure: The University of Dayton has no knowledge of lead-based paint and/or lead-based paint hazards in this leased housing. University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in this leased housing.