

Student Housing Contract 2017-2018 Terms & Conditions

Disability Related Needs

Students requiring disability related accommodations affecting their housing must submit supporting documentation to the Academic Success Center. This process should be completed as soon as possible to assure that housing meeting the student's needs can be reserved. Reasonable accommodations will be provided based on availability as of the date the application and supporting documentation have been submitted.

Questions should be directed to the Academic Success Center at 856-256-4259 or successcenter@rowan.edu

Cancellation Policy

The housing contract is for the entire academic year (2 semesters). The deadline to request to cancel with no penalty is five (5) business days after the student accepts a space, or the University notifies the student of a confirmed housing assignment via the student's Rowan email address.

Freshmen and sophomores who are subject to the mandatory housing policy are not eligible to cancel unless they will be commuting from the home of a parent or legal guardian within 40 miles of the Glassboro campus and submit the required "Statement of Student Residence" form.

After the deadline, cancellations are subject to cancellation fees.

For Fall Semester

Requests submitted:	Fee:
Through May 31, 2017	\$100
June 1 to July 31, 2017	\$250
August 1 to August 31, 2017	\$500
On or after September 1, 2017	\$500

For Spring Semester

Request submitted:	Fee:
Through December 20, 2017	\$100
December 21 to January 13, 2018	\$250
On or after January 13, 2018	\$500

After the Student moves in, cancellations are generally not approved except due to withdrawal or in documented hardship circumstances. Roommate conflicts or room assignment preferences are not grounds for cancellation.

This housing contract is a binding legal agreement between the student, hereinafter called "Student" or "the Student" and Rowan University, hereinafter called "University" or "the University". The following terms and conditions constitute the contract and are effective as of the date a housing application is submitted and the University assigns the student to a bed space in University housing. This contract is valid for the entire academic year, and is not transferable. This contract covers all student housing owned or leased and operated by Rowan University, as well as student housing provided for the benefit of Rowan University Students at Holly Pointe Commons through applicable agreements with Provident Group – Rowan Properties, LLC. and University Student Living Management, LLC.

Eligibility

The Student must be a regularly enrolled, full-time student of Rowan University or a Rowan Choice program participant enrolled at Rowan College at Gloucester County. Other persons may be housed in University housing in exceptional circumstances at the sole discretion of the University. However, the Student shall be obligated, whether enrolled or not, to pay the University in accordance with the payment provisions of this contract.

Term of Contract

The term of this contract is for the entire academic year. The contract commences with the opening of the residences for the fall semester, and terminates upon the closure of the residences at the end of the fall or spring semester as applicable based upon the Students enrollment status for the Spring semester.

Period of Residence

1. Schedule: The University will furnish the Student with an assigned bed space within a University housing facility during the academic year according to the following schedule.

- *Opening of Residences for Freshmen-Saturday, September 2, 2017 (or earlier when approved)*
- *Opening of Residences for All Other Residents-Sunday, September 3, 2017 (or when approved for check-in)*
- *Closing for Winter Break- Wednesday, December 20, 2017*
- *Opening of Residences for Spring Semester, Sunday January 14, 2018 (or earlier when approved)*
- *Closure of Residences (except graduating Seniors and other approved students)- Saturday, May 5, 2018*
- *Closure of Residences- Seniors (and other approved students)- Friday, May 11, 2018*

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2. Winter Break:
 - a. The period between fall and winter semesters, "winter break," is not a regular period of residence and is not covered by the normal fees paid for University housing under this contract. Students are required to check out and return their keys prior to leaving for the winter break, and check in upon their return for the spring semester.
 - b. Students who wish to remain in residence during the winter break period beyond the closing date indicated must submit an application for winter break housing and pay any separate fees for this period of residence that may be required. Winter break housing is limited to apartments and designated residence halls.
3. Failure to Take Occupancy:
 - a. The Student agrees to take possession of the assigned bed space within two business days of the opening of the residences. If Student fails to take possession of the assigned bed space within this period, or notify the University of any delay with appropriate documentation of the reason for the delay, the Student will forfeit his/her reserved housing space.
 - b. If Student fails to take possession the University may, at its discretion, terminate the contract, or continue the contract as well as charge the Student according to the payment terms of the contract. Student shall be liable for payment of room and board fees until the University has waived such liability in writing. Failure to take occupancy does not relieve the Student of the obligation to pay fees for the assigned bed space under the terms of this contract.
4. Failure to Vacate Space: If the Student vacates their assigned room later than required under the period of residence specified in this contract or as otherwise agreed between the University and the Student, a minimum \$50.00 per day liquidated damages fee will apply. The Student acknowledges that this fee is reasonable and appropriate, and agrees to pay this fee.

Release and Sharing of Student Education Records

Access to the Student's education records and directory information is regulated by the Family Educational Rights and Privacy Act (FERPA – 20 U.S.C. § 1232g; 34 CFR Part 99) as well as the Internal Revenue Code (26 U.S.C. § 152). The Student's education records, including, but not limited to, records pertaining to enrollment, attendance, grades, financial aid and other financial information, as well as housing, disciplinary and student conduct matters may not be released without the written consent of the Student.

1. Holly Pointe Commons Residents: If the student is assigned to or occupies a bed space at Holly Pointe Commons, the Student hereby consents and expressly authorizes the University, and Rowan College at Gloucester County as applicable, to share with and release to University Student Living Management, LLC and Provident Group – Rowan Properties, LLC the following education records:
 - a. The Student's housing assignment information.
 - b. The Student's payment information, financial aid, account status, collection information and other financial information.
 - c. The Student's enrollment and registration status including any change to that status.
 - d. Any other information necessary, as determined by the University at its sole discretion, related to the effective management of the housing facility.
2. Rowan Choice Program Participants: If the student is a participant in the Rowan Choice program between Rowan University and Rowan College at Gloucester County, the Student hereby consents and expressly authorizes the University and Rowan College at Gloucester County to release and share the following education records with and between each other:
 - a. The Student's housing assignment information.
 - b. The Student's payment information, financial aid, account status, collection information and other financial information.
 - c. The Student's enrollment and registration status including any change to that status.
 - d. Any other information necessary to share, as determined by the University and/or RCGC as applicable, at their sole discretion, related to the effective management of the housing facility.
 - e. Information regarding disciplinary and student conduct matters.

Assignment and Use of Space

1. Preferences Not Guaranteed: The University will endeavor to assign the Student to a residence that meets the preference(s) noted in the Student's application, but cannot guarantee the Student will receive a specific building, room type, or roommate assignment. The University does not guarantee the availability of any particular room type, occupancy type, amenity or other feature. Availability and the timeliness of the Student's request may affect the ability of the University to assign the Student to a particular space. The Student shall be responsible for all charges incurred for the assigned room.
2. Changes to Assignments: The University maintains the right to assign or reassign the Student to any University housing space that is available and to initiate adjustments to the room rate based on the actual room assigned.

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- a. The Student may submit a Room Change Request in accordance with established policies. The University will seek to accommodate the request to the best of its ability. Room Change Requests are normally granted in the order they are received, however they are not guaranteed and the University reserves the right to prioritize requests based on need as determined by the University at its sole discretion. In addition, room changes may be limited by availability of the requested bed space, the timeliness of the Student's request and other factors.
- b. The Student may be reassigned with reasonable notice, with or without the Student's permission, to any available bed space when the University, at its sole discretion, determines that reassignment is necessary to accommodate new applicants, complete necessary maintenance or repairs, resolve roommate conflicts, or for any other legitimate purpose associated with the effective management of University housing.
- c. The University maintains the right to reassign the Student without prior notice, to an on- or off-campus housing facility, in the event of an actual or impending natural disaster or other condition involving the health, safety and/or well-being of the Student and/or others, which would reasonably justify such a relocation.
3. Medical and Disability Accommodations: If the Student has a need for modified housing accommodations related to a medical condition or disability, the Student will provide supporting documentation to the University for review and determination of the most appropriate assignment to meet the Student's needs. The University will provide reasonable accommodations based on availability at the time the documentation is submitted to the University and consistent with applicable law. Documentation should be submitted as soon as possible following the submission of a housing application or when the medical condition or disability becomes known to the student. It is understood that the Student's failure to provide documentation in a timely manner may limit the ability of the University to provide accommodations.
4. Affordability: While affordability is an important factor in student housing, students are not guaranteed to be assigned to a room at the lowest price point, even when requested, when demand for such a space exceeds availability, or when other preferences noted in the application indicate an assignment to more expensive housing is appropriate to accommodate the Student's preferences. The Student agrees to accept an assignment to the space assigned, and to make payment according to the published rate for the assigned room. The Student must communicate any concerns about or problems related to the affordability of the assigned space and address those concerns prior to move-in.
5. Pending Applications and Waiting Lists: When a student submits an application for University housing, they will be placed on a waiting list. If a Student is no longer interested in remaining on a waiting list for university housing, it is the responsibility of the Student to cancel the housing application prior to being assigned a space. If the University assigns a space to a student on a wait list, the Student will be responsible for following established cancelation policies and paying any applicable fees based on the date the Student submits the request to cancel.
6. Community Living: University housing is a community living environment in which students are assigned a bed space within a designated room or apartment, which may include one or more roommates in a shared bedroom or in an apartment. Although rare, students in shared rooms may not have a roommate during a portion of the contract period. In such instances, a new roommate(s) may be assigned at any time, with or without advance notification. The Student agrees not to occupy or store personal belongings in vacant spaces and to welcome new roommate(s) when assigned. The Student may not interfere with the reasonable use and enjoyment of spaces assigned to others. Failure to respect the rights of others may result in relocation of the Student or the loss of the Student's eligibility to live in University housing, including termination of the Student's contract.
7. Animals in Residences: Pets other than fish in a ten(10) gallon or smaller aquarium are not permitted. The student may be assigned to a bed space in a residence hall, room or apartment where another student has a service or comfort animal approved to live with them in compliance with applicable laws. The student agrees to accept the presence of such an animal except where the student has a medical or other condition, which makes the presence of the animal in their living space incompatible with their own health. In such cases, the Student will provide supporting documentation to validate that condition.
8. Unauthorized Moves: The Student may not move from their assigned bed space to another bed space without prior written approval from the University. Unauthorized moves may result in the Student being required to return to the original assignment, denial of the opportunity to participate in any other room change, termination of the housing contract, denial of future housing, and/or disciplinary action.
9. Residential Use Restriction: The assigned space is for residential purposes only and may not be used in any manner other than as a student residence. Activities of a business or commercial nature are not permitted on University property. The Student shall not pursue any business, commercial activity or other activities for financial gain in their room/apartment, or on the premises. The Student may not inscribe or affix any sign, advertisement, or notice on any part of the inside or outside of the.
10. No Sublet: Student may not sublet any University residence space to any other person.

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Meal Plan

If the Student is a Freshmen or is assigned to a residence hall space with no kitchen facility in the assigned unit, the student will purchase an approved meal plan through the University dining service in accordance with applicable policies.

Entry to Student Rooms

1. The Student's residence may be entered by University authorized personnel under the following circumstances:
 - a. In an emergency, as determined by University.
 - b. Upon 24 hours written notice unless the Student gives consent for earlier entrance. Written notice for this purpose may be given by an email to the Student's Rowan email account or by a sign posted to the door of the Student's room or apartment.
 - c. To conduct necessary or agreed upon inspections, inventory, repairs/maintenance, alterations, or improvements, routine pest control activities, or supply services required to maintain the residence. The University will endeavor to provide a minimum of 24 hours written notice when entry for these purposes is necessary, but such advance notice shall not be required when the University deems earlier entry is necessary or notice is impractical.
 - d. When the University has a reasonable suspicion that criminal activity or violations of university policy are occurring/or have occurred and entry is necessary to search for evidence or persons related to the criminal or unauthorized activity.
 - e. When Student has abandoned or surrendered the residence.
 - f. For any other reason permitted or required by law.

Guests and Visitors

1. Hours and Roommate Permission: The Student is permitted to entertain guests in the assigned residence. When guests will remain overnight or after 12:00 midnight on Sunday through Thursday or 2:00 am Friday or Saturday, the Student agrees to obtain the permission of all roommate(s)/apartmentmate(s). The University and/or any resident/roommate may request a visitor to leave for disruptive behavior or pursuant to University policy.
2. Identification: Guests must carry valid photo identification and provide this to University personnel upon request.
3. Minor Guests: When a guest is a minor under the age of 18, a parent or guardian must be present or provide the Student host with written permission, including instructions/authorization for the Student host to obtain any needed emergency medical care for the minor.
4. Restriction of Days: The Student will not provide housing to visitors for more than two (2) consecutive days without prior written permission from the University. Visitation for more than two (2) consecutive days may result in disciplinary action.
5. Guest Responsibility: The Student agrees to accept responsibility for the behavior of any visitor(s) and to be financially liable for any damages resulting from the actions of any visitor(s). The Student agrees to inform visitors of University rules.
6. Banned Guests: Persons who have been banned from University housing due to breaches of the contract or student disciplinary action may not stay in any university residence as a guest or visitor.
7. Guests may not sleep in lounges or other common areas of residence halls or apartment facilities.

Maintenance, Housekeeping and Furniture

1. Utilities and Services: The University agrees to provide electricity, water, and refuse disposal service. However, the University shall not be liable for failure to provide any of these services when such failure is caused by conditions beyond the control of the University.
 - a. Charges for utility services and normal wear-and-tear are included in the residence rate.
2. Cleaning and Housekeeping: The University agrees to provide cleaning services for the public areas of each residence hall and apartment facility.
 - a. The Student is responsible for the cleaning of her/his individual room. Students assigned to Mimosa, Evergreen or Mullica are jointly responsible for cleaning their bathroom with their suitemates.
 - b. Students in shared apartments are jointly responsible for cleaning the shared spaces within their apartment.
 - c. The Student agrees to keep the Student's living space in a clean, safe, and sanitary condition and, upon termination of residence, to leave the space in a clean and orderly condition.
 - d. Failure to maintain a clean, safe and sanitary living space may result in termination of this contract, denial of future housing, and charges of any costs incurred by the University,

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3. **Maintenance:** The University will maintain all physical structures, lighting fixtures, blinds, carpet, painting, and furnishings. However, unusual or excessive damage to these items, as determined by University, will result in damage charges to the Student.
 - a. The Student accepts responsibility for promptly notifying the University of all conditions that require repair. University personnel will perform or arrange for all necessary repairs or maintenance.
 - b. The Student agrees to bear the cost of the repair of any damage to or restoration of the building, equipment, or furnishings resulting from neglect or willful act of the Student or the Student's guests.
 - c. The Student may not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during the Student's occupancy or upon the termination of occupancy. The foregoing shall not limit the Student's right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy.
 - d. The Student shall make no alterations, improvements, or additions to the premises without prior written approval of the University. The Student is responsible for the cost of the removal by the University of any additions or improvements and returning the premises to their original condition.
4. **Furniture and appliances:** The University will provide appropriate furniture and appliances for the Student's assigned bed space and common areas.
 - a. The Student may not add any furniture or appliances, which would obstruct an exit path, door or window, interfere with the use of shared spaces by other students, or create any safety or other hazard. Only bunk beds, or lofts provided by the University are permitted.
 - b. Furniture may not be removed without the prior written approval from the University.
 - c. Only refrigerators provided by the University or its approved vendor are permitted in residence halls.
5. **Bunk Beds and Lofted Beds:** The Student is hereby notified that beds in University housing may be bunked or lofted, resulting in a raised sleeping surface. The Student voluntarily assumes all risks associated with the use of the bed and agrees to release, hold harmless and indemnify the University from any liability, claim or expense arising from the use of the bed. A safety rail will be provided upon request. Students are prohibited from using any non-approved furniture to raise or loft beds. Students who have any condition that would preclude them from use of this furniture configuration must inform the University and may be required to submit supporting documentation for alternate accommodations in accordance with applicable policies.
6. **Keys and Lockouts:**
 - a. The University will provide key(s) or an access card to each student. The Student will not duplicate any University key or access card and will not allow any University key or access card to be used by anyone else. The Student agrees to be responsible for replacement costs and re-keying of the residence in accordance with University policy in the event that any University key or access card becomes lost, damaged or stolen.
 - b. Students must carry keys or an access card and ensure that their door is secured at all times.
 - c. Student will not alter any lock. All keys are to be returned at the end of occupancy.
7. **Insects and other Pests:** The Student agrees to report the presence of any insects or other pests, particularly any suspected bed bugs, in a timely manner.
8. **Mold:** Mold occurs naturally in the environment. The Student is required to take steps to control the growth of mold and mildew by keeping the premises clean, well ventilated, and dry, particularly when showering, bathing, or washing dishes or clothes. The Student is required to notify the University immediately of the presence of mold or the existence of water leakage or overflow in the residence.
9. The Student agrees to leave the common areas of all residential facilities, including kitchens, eating areas, lounges and restrooms, in a clean and orderly fashion after using said facilities. The Student(s) will be held jointly and individually liable for loss or damage to said facilities.
10. **Parking:** Parking is not included in the housing contract or residence rate. Students possessing any motor vehicle agree to pay all applicable parking fees and to abide by parking regulations.
11. **Construction:** Construction and/or remodeling or repair of buildings on the campus and in the vicinity of the residential facilities is scheduled on an ongoing basis and may occur during the Student's term of residence. Construction is expected to occur during normal daytime working hours, but will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the residential facilities. There may also be both planned and unplanned utility shutdowns in the residential facilities. By agreeing to these terms and conditions, Student agrees that the Student has been advised of said conditions, and acknowledges that there will be disturbances and disruptions resulting from these conditions and has agreed to accept such.

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Liability and Insurance

1. The University assumes no responsibility for and is not liable for any loss or damage to the Student's personal property or for injury to the Student or his/her guests unless caused directly by the University.
2. Insurance: The University does not provide insurance to the Student. The University strongly recommends that the Student obtain personal property/renter's insurance to insure personal property, or to assure that the Student is covered under a parent's homeowner's or other similar policy.
3. The Student is individually liable for loss and/or damage to the assigned residence and its furnishings; and will be held individually and jointly liable along with other residents for damage to the entire building, not just the Student's living space, in accordance with University policy unless proof of individual responsibility is made.
4. The University shall not be liable for any failure of water, electricity or utility or service, nor shall the University be liable for any latent or patent defect in the building. The University shall not be liable for the presence of insects, pests or vermin, if any, nor shall their presence in any way affect this contract.

Policies, Rules, and Regulations

1. Student Responsibilities:
 - a. The Student agrees to respect the rights, privileges and property of other members of the University community and visitors to the campus.
 - b. Students are responsible for being aware of and in compliance with all University policies, rules, and regulations that apply to them. The Student acknowledges this expectation and agrees to comply with all University policies, rules, and regulations regarding student conduct and all applicable federal, state, and local laws.
2. Policies Published Online: The policies of the University are published online via the University website. The student acknowledges that these policies are published and available for review, and specifically that the policies published online regarding student behavior and student housing constitute a part of this contract. The student further agrees to comply with these policies as a condition of this contract.
3. Prohibited Items: Certain items are prohibited to bring into, store or possess in University housing for health and safety reasons. Specific prohibited items are detailed in the policy published online. The Student agrees not to bring these items into any student housing facility.
4. Smoke-free Environment: In accordance with University policy for a smoke-free environment, all University housing facilities and residences are smoke-free. Smoking, including the use of vaporizers or e-cigarettes, is prohibited in all University housing facilities, including student rooms and apartments, community rooms, restrooms, lounges, and common areas as well as within 50 feet of any academic, residential or administrative building. The student agrees to comply with this policy.
5. Violations: Violations of these rules and regulations by the Student may become the basis for disciplinary action against the Student, which may include termination of the contract, financial liability and may impact future eligibility for university housing. In addition, administrative fines for violations are established within the published policy. The student acknowledges these policies and agrees to comply with them as a condition of this contract.
6. Official Communications Via Rowan E-mail: The university e-mail account provided to the Student will be considered the official means of communication with the Student. In order to communicate necessary housing business, the Student is expected to check his/her University e-mail account on a regular basis. The Student will be responsible for all information sent to the university e-mail account. Furthermore, the Student is expected to regularly update personal contact information (address, phone and emergency contacts) on record with the University.

Termination, Cancellation, and Suspension of Contract

1. Termination by University: This contract and all rights of occupancy hereby conferred may be terminated by the University under the following circumstances:
 - a. Without cause, given written 14 days' notice.
 - b. Given written 48 hours notice if the Student:
 - i. Vacates the residence without prior approval.
 - ii. Repeatedly interferes with the rights of other residents.
 - iii. Is responsible for repeated damages to the premises, furniture, and/or fixtures.
 - iv. Fails to comply with any term or condition of this contract.
 - v. Fails to make the required payments when due.
 - vi. Fails to maintain eligibility per the Eligibility provision of this contract.
2. Suspension by the University: This contract and all rights of occupancy hereby conferred may be suspended on an interim basis by the University immediately when, in the sole judgment of the University, the Student:

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- a. Poses a substantial threat to the health, safety or wellbeing of himself/herself or others.
- b. Uses the premises for illegal purposes or those contrary to university policy or this contract.
- c. Creates physical or unsanitary hazards.

In instances where the University has suspended the contract under these circumstances, the Student shall be entitled to submit a request for review by a designated University administrator. Such review will be conducted within five (5) business days, however, during such period, the suspension of the contract shall remain in effect. No refund of any fees paid or due under the payment provisions of this contract will be due to the Student as a result of loss of use of the bed space during a period of any Interim Suspension.

3. **Request for Cancellation by the Student:** Requests for Cancellation of this contract by the Student may be granted only under the conditions listed below:
 - a. The Student marries or enters into a legal domestic partnership or civil union.
 - b. The Student graduates, withdraws or takes a formal leave of absence from the University.
 - c. The Student is registered and engaged in an approved educational program, which necessitates residence away from the Glassboro campus.
 - d. The University has an active waiting list of students not currently assigned University housing to whom the assigned space may be reassigned.
 - e. The Student receives University permission due to a verified medical, financial, personal, or other hardship.
4. **Approval of Cancellation:** The University must approve all requests for housing Cancellations in writing. Moving out or turning in keys without written approval does not release the Student from this contract.
5. **Cancellation Fee:** A Cancellation fee is ordinarily charged to the Student if the University approves a Cancellation of contract for an assigned bed space. The University may waive this fee at its sole discretion. The specific fee charged is based on the date the University receives the Student's request to cancel.

For Fall Semester

For Spring Semester

Requests submitted: Through May 31, 2017	Fee: \$100	Request submitted: Through December 20, 2017	Fee: \$100
June 1 to July 31, 2017	\$250	December 21 to January 13, 2018	\$250
August 1 to August 31, 2017	\$500	On or after January 13, 2018	\$500
On or after September 1, 2017	\$500		

Vacating Residence

1. Upon termination or Cancellation of the contract, the Student agrees to surrender the premises to the University.
 - a. Student shall be individually liable for the removal of all property of the Student.
 - b. Any Student property left in the residence after termination/Cancellation date will be deemed abandoned, and the University may take possession of and dispose of such property in any manner it deems appropriate in accordance with University regulations and applicable law, without any liability to the University.
 - c. Student understands and agrees that the Student remains responsible for the premises, fixtures, furniture, and for paying the full residence rate until all keys are returned to the University and notice is given that the residence has been vacated through the check-out process.
2. **Check-out:** Upon termination of the contract, the University will conduct an inspection of the premises and will assess damage and cleanliness based on examination of the room/apartment at the time of the inspection. Fees for excessive cleaning or damages will be charged to the Student based upon this inspection.

Payment and Refunds

1. **Established Rates:** The Student agrees to pay the University housing fees for the assigned space according to the established rates approved by the Rowan University Board of Trustees. These rates are non-negotiable.
2. **Method of Payment:** The Student will pay all monies owed through the Student's account with the Rowan University Bursar, or for Rowan Choice students, the Rowan College at Gloucester County Bursar.
3. **Non Refundable Housing Deposit:** At the time of the first application for University housing, the Student will pay a \$200.00 non-refundable housing deposit, to be credited to the Student's account during the semester for which the application is made. In the event that the Student chooses to cancel their application or does not accept and occupy an assigned bed space, this deposit will be forfeited and will not be refundable or credited to the Student.

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4. Refunds:
- a. If the Student cancels the contract for an assigned bed space, the following schedule will apply for refunds of the room rate:
 - i. Cancellation requests must be made within the first five (5) business days from the time the University notifies a student of a confirmed space assignment.
 - ii. If Cancellation is completed before the period of residence begins, but more than five (5) business days after the assignment has been made, the Student will be assessed a Cancellation fee according to the published schedule.
 - iii. If a Cancellation is completed after the period of residence begins, student will be entitled to a prorated refund of room fees based upon the number of nights the student occupied the space. In addition, a \$500 Cancellation fee will also apply through Friday of the fifth (5th) week of classes.
 - iv. After Friday of the fifth (5th) week of classes, no pro-rated refund will be paid to Student, and no cancellation fees will apply.
 - b. If the University terminates the contract due to a breach of any term or condition of this contract by the Student, no refund of housing fees paid will be due to the Student.
5. Other Fees: The Student agrees to pay the University the following charges and/or fees which may be assessed by the University when, in its sole judgment, they are applicable:
- a. Lock change (varies by facility) when a lock change is completed.
 - b. Costs for cleaning of, or damages to, the Student's assigned bed space, living space or facility in accordance with the terms of this contract and University policy.
 - c. Fees for damages to the Student's assigned building and/or community based upon assessment of joint liability with other residents of the same building and/or community.
 - d. \$50 daily-liquidated damage fee when the Student fails to properly check-out of the assigned bed space according to instructions provided for this process when the Student is required to do so.
 - e. Cancellation fee when the Student requests and the University approves a Cancellation of this contract.

Waivers

Any waiver or non-enforcement by the University of any term or condition of this contract will not constitute a waiver of any subsequent breach of the same or any other term or condition of this contract.

Contract Modification

This contract may be modified by the University upon mutual agreement between the Student and the University, given 14 days' written notice to the Student, or during annual publication of Student Policies published online. If the University serves written notice of a change in the contract, the Student will have five (5) business days to inform the University of the Student's intention to opt out of the changes. The Student shall then have the option to continue residence under the existing terms and conditions, or at the discretion of the University, cancel this contract. If the student opts to continue residency under the existing terms and conditions and such terms and conditions are not acceptable to the University, the contract shall be terminated at no cost to the student and the pro-rated refund provisions of the contract shall apply. Any agreed upon modification(s) during the term of the contract will be recorded as amendment(s) to the contract.

Electronic Signature

This contract has been agreed to electronically by the Student online via the Student's submission of the housing application and selection of the "I Agree" button. The submission of this application and acceptance of the contract by selecting the "I Agree" button by the Student constitutes the Student's electronic signature. The Student agrees that this electronic signature is the legal equivalent of a written signature and, the Student agrees to be legally bound by the terms and conditions of this contract in the same manner as if it had been signed in writing.