



## terms and conditions

**1. PAYMENT:** The student accepts responsibility for payment at the rates established by DePaul, which shall be available from the Department of Housing Services ("Housing Services") by March 30, 2009. This Agreement is binding upon submission for students who have previously lived in DePaul student housing, and no prepayment is required. This Agreement is not binding for students who have not previously lived in DePaul student housing ("New Students"), until a pre-payment of \$500 is received by DePaul. Agreements for new students will not be processed without receipt of this \$500 pre-payment. The entire pre-payment will be applied to any future charges posted to the student's DePaul account whether related to student housing or otherwise.

**2. TERM:** The term of this Agreement shall be the fall, winter and spring quarters, or remaining portion thereof, beginning September 5, 2009. This Agreement shall terminate 24 hours after the student's last spring quarter final examination, unless the student is participating in graduation ceremonies and notifies Housing Services according to established policies. Any student who lives in student housing during the current academic year may apply separately for summer student housing. Housing Agreements for the summer term will be available online during the spring quarter. Student housing during the winter intercession period between the end of fall quarter and the start of winter quarter is not included in the term of this Agreement, except for residents of the University Apartment Communities (UAC), including Sanctuary Hall and Sanctuary Townhomes.

**3. POLICIES:** The "Guide to Student Housing" (available online at housing.depaul.edu) is hereby incorporated into and made part of this Agreement. This Agreement, together with the Guide, constitutes the full and complete terms and conditions of the Agreement. Additionally, residents must abide by all DePaul policies and procedures applicable to students, including policies promulgated by Housing Services, Residential Education and the Dean of Students. DePaul reserves the right to change these policies and procedures, including the Guide, at any time, provided such changes are announced via official bulletin boards, office publications or DePaul web based technology. Residents assume full responsibility for ensuring that their guests abide by these policies and procedures, and may be held responsible for the conduct of their guests in violation of any DePaul policy or procedure.

**4. LEGAL AND BINDING:** This Agreement is not a lease (and as such is not subject to the restrictions of the Chicago Residential Landlord and Tenant Ordinance) nor does it provide any property interest. As indicated in Section 1 above, this Agreement obligates a student to pay the designated room and board payment at the established rate for the entire term of the Agreement (or remaining portion from the effective date). If the student does not check in and assume occupancy of the assigned space by the first day of classes for the first quarter in which this Agreement shall be in effect, the student may be reassigned to another space but, as explained in Section 5, may remain responsible for cancellation fees up to the amount of full room and board payment for the entire term of the Agreement. A student who must arrive to campus after the scheduled move in date may hold their original space by notifying Housing Services in writing prior to the effective date of this Agreement, though the student will still be charged according to the start date of the Agreement. Submission of the Agreement acknowledges permission to release your name and contact information to assigned roommates. **Submission also acknowledges that you have read, understand, and agree to the terms of this Agreement.**

**5. CANCELLATION:** All cancellation notifications must be made in writing to Housing Services. Most cancellations are subject to cancellation fees as follows:

**Pre-Occupancy Cancellation fees**

- No cancellation fee will be charged for students who cancel while they are still on the housing waitlist.
- No cancellation fee will be charged for students who have NOT yet been confirmed for a space.
- A \$500 cancellation fee will be charged for all New Students who cancel after the deadline listed below:
  - **May 1, 2009 for all freshmen students.**
  - **June 15, 2009 for all transfer students.**
- A \$1000 cancellation fee will be charged to **all returning students** who cancel after being confirmed for housing and prior to the first day of occupancy.
- A cancellation fee equal to 50% of the housing charges for the remainder of the full length of this Agreement will be charged to all enrolled students (whether new students or returning students) who cancel after they have been confirmed for housing.

**Post-Occupancy Cancellation fees**

- A \$1000 cancellation fee will be charged to all students who cancel due to a voluntary withdrawal from the university or an academic dismissal after the start date of the Agreement. The required documentation must be provided to Housing Services.
- A cancellation fee equal to 50% of the housing charges for the remainder of the full length of this Agreement may be charged to all enrolled students who cancel after occupying a residential space.
- A cancellation fee of 100% of the housing charges for the remainder of the full length of this Agreement may be charged to students who are removed from the residence halls or DePaul for disciplinary action.

\*Students who have already occupied a residential space are also subject to a pro-rated daily room charge of 100% until the check out process has been completed successfully according to Housing Services' procedures.

**6. ELIGIBILITY:** DePaul University residence halls are intended for the use of full-time undergraduate students. Part-time and non-undergraduate students may be accommodated as space permits. Residents who lose their eligibility to live in student housing because of a judicial sanction or academic standing must inform Housing Services of these situations within two business days of losing housing eligibility. Any resident who is not enrolled in classes as of the add/drop date of any academic quarter will have their Housing Agreement automatically canceled and will be required to move out of student housing within 24 hours. The student may be subject to cancellation fees indicated in Section 5 of this Agreement unless enrollment or pending enrollment for that quarter can be adequately substantiated by the student or unless another administrative exception is approved by DePaul. **On-campus DePaul University Housing is not guaranteed for any student.** Neither DePaul nor the student has an obligation to renew this Agreement.



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**7. MEAL PLANS:** Quarterly meal plans are required for students living in the following residence halls: Belden-Racine, Clifton-Fullerton, Corcoran, McCabe, Munroe, Sanctuary, Seton and University. The Lincoln Park resident meal plans operate on a “declining balance” structure (the balance of the student’s account is reduced as purchases are made). First year students, except those assigned to student housing units with a kitchen, must purchase the “DePaul Plan” as a minimum for each of the first two quarters and the “Lite Plan” as a minimum for the spring quarter. Meal plan values will roll forward from quarter to quarter within an academic year. Any remaining value at the end of spring quarter will be forfeited. Students are encouraged to read the meal plan brochure which details all meal plan guidelines. Questions regarding meal plans should be directed to the Student Center Administration Office at (773)325-7346.

**8. ASSIGNMENTS:** Resident placements are made by Housing Services. All published housing rates are based on full occupancy of each room, suite or apartment (ranging from 1 to 8 residents). Residents who occupy a residential unit below the designated capacity may be assigned additional roommates, if available, or may be moved to fill other vacancies. At times, if space on campus permits, and in the discretion of Housing Services, residents may be given the option to buy out a vacant space in a room, suite or apartment. If a new resident is assigned to a vacant space in a room, suite or apartment, Housing Services will attempt to give current residents at least 24 hours notice prior to the arrival of the new resident. Please see the “Consolidation Policy” in the “Guide to Student Housing” for more details. DePaul, whose judgment shall be final, retains sole discretion to reassign students to other campus accommodations in order to provide repairs or improvements, as is occasionally necessary, to maintain efficient operation of the premises and protection of its occupants. Under no circumstances will DePaul make assignments or approve any room changes based upon race, sexual orientation, age, national origin, or religion.

**9. TEMPORARY HOUSING:** The demand for DePaul student housing often exceeds supply. In an effort to provide housing to as many students as possible, some confirmed students will be temporarily assigned to temporary housing spaces. Certain campus rooms and some study lounges will be used as temporary housing. Each student in temporary housing and each roommate of a temporary resident will receive a 20% credit for housing charges for the time in which the temporary resident remains in the temporary space. Once the temporary resident is moved to a permanent assignment, they will be charged the full, pro-rated amount for the new space, and the 20% credit for the temporary resident and the temp-impacted roommates will cease. The 20% credit will be applied to the student accounts of the temporary resident and the temp-impacted roommates once the temporary resident has completed the move to the permanent space. This credit does not apply to meal plans. Complete details regarding temporary housing are available in the Temporary Housing Brochure and on the Housing Services’ Web site.

**10. ACCESS:** DePaul reserves the right to enter a student’s housing space for a variety of reasons, including, but not limited to: conducting inspections; making necessary repairs, alterations or improvements; supplying necessary services; when there is reasonable cause to believe a violation of DePaul policy has occurred, is occurring or is likely to occur; exhibiting the premises to service personnel or contractors; or as is otherwise necessary in the operation and protection of the premises or occupants therein. In the case of an apparent or actual emergency or a potential violation of DePaul policy, DePaul may enter the student’s housing space, at any time, without prior notice. In all other situations, DePaul shall attempt to arrange for entry into the housing space with one

or more occupants of the room, suite or apartment. If reasonable arrangements are impractical or refused, entry shall be made upon 24 hours notice.

**11. CARE OF FACILITIES:** DePaul shall keep all student housing premises in reasonable repair during the term of this Agreement, including maintaining the premises in compliance with applicable regulations imposed by appropriate governmental authorities. DePaul will endeavor to make all necessary repairs to a housing space within a reasonable time after receipt of written notice from the student requesting the repairs via established procedures. The student shall maintain the housing space in a clean and orderly condition and make no alterations to the premises, including, but not limited to: installing locks; erecting partitions or attaching anything to ceilings, walls, floors or exteriors. Students agree to pay for any damage to their assigned room, suite or apartment (less reasonable wear and tear), cleaning charges as necessary and charges for any missing items from their room, suite or apartment. When damages in common areas occur and Housing Services does not know the cause of damage, charges will be split among the community of that room, suite, apartment or facility as appropriate.

**12. HOLD HARMLESS:** The resident agrees to hold DePaul and its agents, employees, faculty, trustees, officers and directors harmless from all damages, liability, or loss to persons or property (including the resident) caused or sustained as a result of the resident’s conduct that is negligent, illegal, violates DePaul policies, or that is a misuse of the premises. Additionally, the student understands that DePaul does not provide protection against lost, damaged, or stolen personal property, and that DePaul advises students to obtain appropriate insurance coverage in order to obtain such protection.

**13. STUDENT WELFARE:** DePaul, in its sole discretion, reserves the right to require a resident to seek physical or psychological evaluation, at the student’s own expense, if the resident demonstrates behavior that endangers or threatens to endanger him/herself or others including, but not limited to, behavior related to alcohol or other substance abuse. In such instances, as well as any other potentially serious conditions affecting or threatening to affect a student’s welfare, DePaul may advise the student’s parents or legal guardians of the situation.

**14. NON-DISCRIMINATION:** DePaul is committed to the exploration of values and new ideas. DePaul, therefore, seeks to provide a learning environment free of harassment and discrimination against any person or group based on race, gender, sexual orientation, age, national origin, religion, marital status or disability. It is understood that any such discriminatory or harassing behavior on the part of a resident shall be a material breach of this Agreement.

**15. MISCELLANEOUS:** This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this Agreement agree to use the State of Illinois for jurisdiction. This Agreement, as described in Section 3, embodies the entire understanding between and among the parties, and may not be amended or changed in any way except by written instrument signed by the parties. If any portion of this Agreement is held to be illegal, invalid or unenforceable, it is the expressed intention of the parties that the remainder of this Agreement shall not be affected thereby. This Agreement may not be assigned without the written consent of the non-assigning party. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.