

## 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:** This Agreement is for the use of one assigned bed space at that certain property known as the University Center of Chicago ("UCC"), located at 525 South State Street, Chicago, Illinois, owned by Educational Advancement Fund, Inc. (EAF). EAF's members are Columbia College of Chicago, DePaul University and Roosevelt University (Member Schools). EAF has retained U.S. Equities Student Housing LLC as Facility Manager (Facility Manager) and Facility Manager and EAF will retain other subcontractors and agents. The assigned bed space is made, and may be changed, by DePaul or the Facility Manager. This Agreement shall provide access to accommodations on the Agreement's start date selected through the Agreement's end date selected, unless late departure or early arrival is approved by DePaul or the Facility Manager. Early arrivals and late departures may result in additional costs to the resident.

**3. POLICIES:** The resident agrees to fully comply with all directions from the Facility Manager and DePaul staff, and to fully comply with all applicable policies and procedures, included, but not limited to, those contained in the "UCC Resident Handbook", the "DePaul Guide to Student Housing" and the "DePaul Code of Student Responsibility." 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 and the Facility Manager reserves the right to change these policies and procedures at any time, provided such changes are announced via official bulletin boards, office publications or DePaul or UCC 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 or UCC policy or procedure. Illegal drugs, smoking, firearms, or other weapons are not permitted on the UCC premises, including in individual units. The resident agrees to comply with all federal, Illinois, Cook County and Chicago laws.

**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. 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, graduate and Law students.**
  - **June 15, 2009 for all transfer students.**
- A \$1,000 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 AND once this Agreement has started.

### Post-Occupancy Cancellation Fees

- A \$1,000 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 will 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 will be charged to students who are removed from the UCC 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:** The UCC is intended for the use of full-time students. Part-time students may be accommodated as space permits. Residents who lose their eligibility to live at the UCC 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 the UCC 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.

**7. MEAL PLANS:** Quarterly meal plans are required for students living in suite style units. The required minimum meal plan for these residents is the "Basic" plan. Students are encouraged to visit the dining section of the UCC Web site ([www.universitycenter.com](http://www.universitycenter.com)) which details all meal plan guidelines.

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**8. ASSIGNMENTS:** Resident placements are made by Housing Services. All published housing rates are based on full occupancy of each room, suite or apartment. 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 at UCC 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 "DePaul Guide to Student Housing" for more details. DePaul or the Facility Manager, whose judgment shall be final, retains sole discretion to reassign students to other 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 or the Facility Manager 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 may be temporarily assigned to overflow or temporary housing spaces. Certain suites may 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, until a permanent space is made available for the temporary student. The credit only applies for the time in which a student is living in a temporary space.

**10. ACCESS:** DePaul and the Facility Manager 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 or UCC policy, DePaul or the Facility Manager may enter the student's housing space, at any time, without prior notice. In all other situations, DePaul or the Facility Manager shall attempt to arrange for entry into the unit 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. DePaul or the Facility Manager may confiscate any prohibited items and are under no obligation to pay compensation for the confiscation of such items, or to return the items.

**11. CARE OF FACILITIES:** The Facility Manager shall keep the UCC premises in reasonable repair during the term of this Agreement, including maintaining the premises in compliance with applicable regulations imposed by appropriate governmental authorities. The Facility Manager will endeavor to make all necessary repairs to a unit within a reasonable time after receipt of written notice from the student requesting the repairs via established procedures. The student shall maintain the unit 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. All residents are jointly and severally financially responsible for any and all damage or defacement of their unit and loss or damage to its furnishings, and may be jointly and severally financially responsible for any damage or defacement of public/common areas of the UCC and loss or damage to equipment or furnishings in those areas.

**12. HOLD HARMLESS:** The resident agrees to reimburse, indemnify and hold harmless EAF, U.S. Equities Student Housing LLC, Columbia College of Chicago, DePaul University and Roosevelt University, their respective subsidiaries, affiliates and their respective agents, employees, faculty, trustees, assignees, officers, directors and members (each hereinafter a "Released Party") from any and all claims, lawsuits, actions, costs, damages, liability or losses, including attorney fees, costs and expenses that a Released Party incurs as a result of a breach of this Agreement by the resident. **Resident also agrees to hold harmless, release, defend and indemnify each Released Party from all liabilities and/or claims for injury or death to persons or damage or theft to property arising from occupancy or use of the unit and the UCC premises, including those injuries and damages caused by the Released Party's alleged or actual negligence or breach of any expressed or implied warranty.** In consideration of occupancy of the unit, the resident contractually agrees that all claims included within this provision, including those claims for injury and/or death, shall be governed by Illinois Law and Exclusive Jurisdiction shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Illinois. The provision shall be binding to the fullest extent permitted by law. If any term of this provision is found unenforceable, the remaining terms shall be enforceable. Additionally, the student understands that DePaul, EAF or the Facility Manager 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 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 law 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 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.