

I. INTRODUCTION

The Catholic University of America (hereinafter *the University*) and the undersigned resident (hereinafter *the resident or student*) hereby agree to the following terms and conditions. The CUA Student Summer Housing Agreement (hereinafter *the Agreement*) is not a lease, but a license to use the facilities and is binding for the summer session time period.

The University shall provide the resident with an assigned space in a residence hall room (hereinafter *the premises*). The assignment shall commence and terminate as indicated in the room assignment information available in the Office of Housing Services hereinafter (*Housing Services*) in 125 Pryzbyla Center. All materials contained herein are an integral and binding part of this Agreement.

Residence hall policies and regulations in the CUA Student Handbook, and the CUA Catalog Announcements, the Housing Services and CPM websites, and the CUA Policies and Procedures website are hereby incorporated into this Agreement and are binding on all parties to this Agreement. It is the resident's responsibility to become familiar with all provisions of this Agreement. No oral statement made by any agent of the University shall be considered a waiver or modification of any term or condition.

II. DATES OF OCCUPANCY

- A. University housing is available during the following dates:
 1. Spring to Summer transition = May 7 through 13, 2017
 2. Summer = May 14 through August 5, 2017
- B. In order to be eligible to live in University housing during the Spring to Summer transition time period, students must be a current campus resident for the Spring semester.
- C. In order to be eligible to live in University housing from May 15 through August 6, individuals must be current CUA students or 2017 CUA Graduates.
- D. A seven (7) night minimum stay is required for CUA Summer Housing (five (5) night minimum stay for Ward Method students).

III. PAYMENTS

- A. This Agreement is in effect until terminated by the University or written cancellation by student accompanied by written University acceptance.
- B. The student understands and agrees that the Agreement is for a space in the residence halls and not for a specific room or building. In consideration of the assignment of the room, the student agrees to pay the University the appropriate charge for that type of room.
- C. All students who contract for, or who are required to contract for, housing and/or a dining plan are charged for services through their student accounts.

- D. Failure by the student to pay for all charges does not constitute the cancellation of this Agreement by the student.

IV. GENERAL TERMS AND CONDITIONS

- A. **Purpose:** The student will use the premises for residential and educational purposes in accordance with this Agreement and its general policies.
- B. **Assignments:** The University reserves the right to make room assignments, authorize or deny room any roommate changes, consolidate vacancies, and require a student to move from one room or residence hall to another. The University further reserves the right to make room changes during the summer as deemed necessary by Housing Services.

The University reserves the right to terminate any student's Agreement without refund of any monies, failure to comply with residence hall and/or university regulations, or if the student's actions are found to be detrimental to the health and/or safety of themselves and/or others.

The University reserves the right to assign students to temporary space(s) when necessary. Students so assigned will be reassigned to permanent space as it becomes available.

Rooms in the housing facilities may only be occupied by the student(s) assigned to that particular space. A student's right to occupy a room in the housing facilities pursuant to this Agreement may not be assigned or transferred by the student. Room assignments may be changed only upon written authorization from Housing Services and after the student(s) involved have made a serious attempt to adjust to the situation. Under normal conditions, no changes of room assignments will be made during the first two weeks of each summer session. Roommate assignments are made without regard to race, color, religion, national origin, marital status, personal appearance, family responsibilities, physical or mental disability, political affiliation, or status as a Vietnam era or disabled veteran. Students of the opposite sex will not be assigned to, nor may they reside in the same room.

- C. **Late Arrivals:** Failure to occupy an assigned space by 5:00pm on the first day of the student's summer housing assignment could result in assignment of the room to another student unless a student sends an advance written request for an extension of the arrival period and it is granted in writing by Housing Services.
- D. **Room Condition:** The University agrees to provide and the resident agrees to maintain the assigned room and all public areas in and around the immediate building(s) accessible to the residents in a clean, safe and sanitary condition. Upon termination of this Agreement, the student should leave the assigned room, its furnishings, and equipment in as good order and condition as upon commencement of the student's occupancy, ordinary wear and tear excepted. University staff will complete an inventory of furnishings and an assessment

of damages and charges will be assessed to the responsible individual(s). Personal property left in a room following the termination of occupancy will be deemed abandoned. Students will be charged for the removal of such property.

- E. **Damages:** The resident agrees that all damages to University property caused by the resident or the resident's guest(s) will be repaired by the University at the expense of the resident. It is further agreed that all costs for damages occurring on the floor or building will be shared equally by all residents of that floor or building when individual(s) causing the damage cannot be precisely determined by the University.
- F. **University Liability:** The University does not insure the personal property of any resident on or off campus. The University has no responsibility for any theft, damage, destruction, loss, etc., of any personal property, including, but not limited to, money, valuables, equipment or any personal property whatsoever belonging to or in the custody of the resident, whether caused by intentional or negligent, act or failure to act, natural causes, fire, and/or other casualty. The University is not liable for the failure or interruption of utilities or for conditions resulting from failure or interruption of the same.
- G. **Housing Cancellation and Refunds:** Any student wishing to request cancellation of their agreement must submit a written request to cua-summer@cua.edu. Cancellations will not be deemed effective until officially approved.
1. When the cancellation request is received **two weeks or more** prior to occupancy, the Agreement will be cancelled and room rent charges will be removed from the student's account.
 2. When the cancellation request is received **less than two weeks** prior to occupancy, the Agreement will be cancelled, room rent charges will be removed from the student's account and the student will be charged the \$50 summer housing cancellation fee.
 3. When the request is received after occupancy, the Agreement will be cancelled, refunds of room rent charges will be on a pro rata basis and the student will be charged the \$50 summer housing cancellation fee.
- H. **No Show Policy:** In the event that a student does not arrive to check into their University housing space and has not submitted a written housing cancellation request by 5:00pm on the third day of the student's summer assignment, the Agreement will be cancelled, but room rent charges are non-refundable.
- I. **Occupancy:** Occupying a space includes, but is not limited to, physically dwelling in the space, retaining keys to the space, and/or maintaining belongings in the space.
- J. **Termination by the University:** The University may terminate the Agreement, with no right to a refund, for the following reasons:

1. Repeated non-payment
2. Disciplinary suspension or expulsion of the student from the University
3. Disciplinary eviction of the student from University housing
4. Failure by the student to meet the University's academic and/or technical requirements
5. Violation of a material term or condition of occupancy by the student and/or his/her guest(s)

Those students whose Agreement is terminated by the University will be required to immediately vacate University housing upon termination of the Agreement. The University reserves the right to take necessary measures to remove a student and/or belongings remaining in University housing after termination of the Agreement. The University shall also charge the student a pro-rata charge, plus penalty fees, for each day remaining after such termination.

- K. **Dining Services:** Dining plans are not required during the summer. A description of summer dining plans is available on the CUA Dining Services website (cua.campusdish.com) and at the Office of Dining Services in Pryzbyla Center, Suite 124, where plans may be purchased. Students may also select and purchase a dining plan online in My Housing (cardinalstation.cua.edu).

Students may cancel their dining plans by making a written request to directly to CUA Dining Services prior to the last day of the first week of summer classes. Refunds will be based on use.

Dining plans are accessed utilizing the University's Cardinal Card. Students are required to obtain their Cardinal Card and make financial arrangements during official University registration periods.

The University reserves the right to suspend a student's dining privileges if necessary.

V. SIGNATURES

By signing and submitting the Summer Housing Application, the student voluntarily agrees to and will be bound by the terms and conditions outlined in this Agreement. Upon submitting this license Agreement or application electronically, the student shall be held responsible to all of the terms and conditions of this Agreement. The authentication procedures for the University's web application serve as an electronic signature for students. Submitting application information electronically, and then being provided a housing and/or dining assignment by the University, enters the student into a legally binding contract with the University and obligates the student to pay for the full term of the Agreement. Electronic submission of the application information does not guarantee a housing assignment.