

Residence Life & Housing

Graduate Student Housing Contract

The University of Delaware (the "University") and University student seeking to reside in University housing ("Student") enter into this legally binding Housing Contract (also referred to as "Contract" or "contract"). The Student is responsible for fulfilling all obligations under this Housing Contract, including all financial obligations, for the entire Contract Period (defined below). There is no fee required with the application, but a \$200 cancellation fee will be assessed to the student's account if the application is cancelled after notification of housing being guaranteed. This \$200 cancellation fee will be applied to the student's account.

General

Residence in University housing brings with it many benefits and certain legal obligations and responsibilities. This document, together with the Student Guide to University Policies and all regulations, policies and procedures published by the University, and Residence Life & Housing constitute the agreement (the "Contract") between Student and the University. By the Student's submission of this Contract to the University, Student is accepting and agreeing to comply with the terms and conditions of the Contract, and with all University policies and procedures. Submission of this Contract electronically via the University's Web page shall have the same legal force and effect as if the Contract had been physically signed and submitted by mail or in person. The Contract, including other material incorporated by link or reference, is subject to change as deemed necessary by the University without prior notice.

All Students are expected to activate and use their assigned University of Delaware e-mail account. Contractual correspondence will take place via the University of Delaware e-mail assigned to the Student and the Student is considered duly notified upon transmission of information by the University.

Personal Responsibility & Insurance

The University cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors, or for damage, theft, or loss of personal property, and the Student hereby releases the University, its trustees, officers, agents, faculty and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss not caused by the University's gross negligence or intentional act or omission. The University will not reimburse Student for damaged, lost, or stolen personal property. Students are encouraged to protect themselves from loss by purchasing appropriate insurance, as students are not covered under the University's property and fire insurance policy. In that regard, students should review any homeowner's policy that they might have to determine whether the contents of the student's University room are already covered or could be covered with a relatively inexpensive policy rider or should purchase renter's insurance. When students consider this insurance protection, they should keep in mind the replacement cost of such items as computer, jewelry, musical instruments, electronics, books, calculators, clothes and shoes, and sports equipment. For information regarding damage to personal property, refer to the University of Delaware, Office of Risk Management.

University's Duty to Provide Habitable Residence

Students Residing In Campus Owned Properties

The University cannot guarantee against temporary failures of utility systems or defects caused by ordinary wear and tear. Instead, the University's duty is limited to the exercise of best efforts to provide clean, safe lodging for students with utilities in good working order. Every effort will be made to complete maintenance in a timely manner. The University plans ongoing maintenance for its facilities and other systems throughout the year. When this maintenance impacts residence hall spaces, prior notice will be sent out via email. When maintenance is needed in an emergency fashion, notice may not be able to be provided and residential spaces will be entered by University officials to perform that maintenance.

Credits or rebates of housing charges are not given to students when maintenance or pest control is being done to the student rooms, suites, or apartments. Students may be moved to available vacancies in on-campus housing either on a temporary basis or permanent basis. Students who are reassigned on a permanent basis are required to pay the cost of the assigned space.

University custodial staff members are responsible for cleaning community bathrooms in traditional residence halls. Students residing in suite housing or apartments are responsible for maintaining their own bathroom areas.

The University of Delaware Custodial Services will continue to implement and modify its cleaning protocols to address COVID or other public health emergency in the interest of minimizing the spread of disease. Residence Life & Housing will educate and inform residential students on appropriate actions within their assigned spaces to reduce the spread of COVID within residence halls.

Students Residing in Master Lease Properties

Students assigned to spaces in buildings not owned by the University will be informed by the property management of any ongoing maintenance requirements which the student must adhere to. The property management will be responsible for repairs however, any repairs required through damage caused by the negligence, abuse or misuse of the student and or their guests will be charged to the student. In the event that a property becomes uninhabitable for an extended period of time, the University will work with the student to find alternate housing.

Student Status

Matriculated graduate students properly registered for at least 9 hours of academic credit on the Newark campus in the spring or fall semester may reside in University housing if they are in good academic, financial, and disciplinary standing with the University.

Students are required to inform Residence Life & Housing if their student status changes.

No Modifications

No term or condition of this Contract can be waived or modified and no statement made by University of Delaware or its agents is considered a waiver or modification of any term or condition of the Contract, whether expressed or implied.

Contract Period

This contract is legally binding and extends to cover the entire 2023-2024 academic year. If a student is approved for release the contract becomes void and the student must vacate their housing within 48 hours (see Vacating at the End of the Term, Academic Year, or Release Date).

Calendar

The Opening and Closing dates and relevant residence check-in dates for housing shall be posted on the Residence Life & Housing website.

Break/Recess Periods

Students in university graduate housing have access to their space continuously during the contract including university break periods. The cost of stay during these breaks is included in the monthly fee.

Emergency Termination

Upon reasonable notice, Residence Life & Housing reserves the right to terminate housing contracts due to public health emergency needs, including COVID. In the event Residence Life & Housing terminates housing contracts due to public health concerns, UD will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.

Contract Binding Dates

An application is considered complete once the contract is signed and the student acknowledges cancellation fees. This contract is legally binding as follows:

- Students who apply and are guaranteed housing and are bound to the contract three business days after being guaranteed. Students may cancel the application prior to being guaranteed without fee.

This contract covers the entire 2023-2024 academic year or Student's designated application term (the "Contract Period") regardless of changed circumstances on the part of the Student, such as incompatibility with a roommate or suitemate, or involvement in a lease with off-campus facilities.

Prior to the binding date when the contract becomes legally binding, the student has the right to cancel their Contract without any further financial obligation.

After the contract becomes binding, Student is obligated to pay all applicable housing charges for the Contract Period as established by the Board of Trustees and as set forth in University policies. Student may request release from the contract through the process and conditions specified below. The contract remains binding and the Student continues to be responsible for all financial obligations while a decision is being rendered by Residence Life & Housing. Failure to pick up a key will not release Student from the Contract.

Contract Request for Release

All requests for release from the Contract must be submitted **via the Request for Release form** to Residence Life & Housing with documented proof of the circumstances related to the release request. If these circumstances change after Student is released from the Contract, the release will become invalid and Student will again be obligated to the terms of the Student Housing Contract.

Students may not request release from the Contract based on disciplinary action. See *Request for Release Ineligibility* section of this Contract.

Typical Releases

A student will typically be released from the Contract with no release fees when proof of one of the following circumstances is submitted to Residence Life & Housing: (1) Graduation, (2) Involvement in University-sponsored academic programs such as student teaching, study abroad, or internship, that make it impossible for Student to commute from the Newark campus, (3) Academic Drop/Dismissal from the University, or (4) confirmation of eligible replacement. Requests must be received at least 30 days prior to the requested release date and will be assessed the \$200 cancellation fee if the request is for the fall semester. If granted release, students who submit requests with less than 30 days' notice will be responsible for 30 days of rent from the date the request is submitted.

Special Circumstance Releases

A student may request release from the Contract with supporting documentation for one of the following special circumstances: (1) Approved medical, psychological or disability need that cannot be accommodated on-campus, or (2) Confirmed financial hardship and change in financial status (loss of assistantship or greater than 30% change in financial aid), or (3) Voluntary official withdrawal or approved leave of absence from the University (requires completion of university processes and request through My Housing Portal), or (4) Active military duty. Under these circumstances, if the request is made 30 days prior to the first day of the published first day of classes for the fall and the release is granted, Student will be charged a \$500 late cancellation fee. If the request is made after the student has checked in and a release is granted, Student will be charged for the actual number of days they occupied the room, plus an additional two-week penalty. If the request is made within 30 days prior to the first day of the published check-in date for the spring semester and the release is granted, Student will be charged a \$300 late cancellation fee. When proof of active duty is provided all penalties will be waived and student will pay for rent through release date.

These requests for release will be acted upon by Residence Life & Housing following consultation with appropriate offices and necessary verification of information provided. Decisions are made solely on the basis of the documentation submitted to the appropriate offices, and whether the justification for release meets acceptable circumstances.

Other Releases, subject to Contract Release Fees if approved

Students generally will not be released from their housing contract unless they can set forth one of the circumstances above. However, there may be other opportunities for release based on occupancy needs. Approval of releases is within the sole discretion of Residence Life & Housing. **If approved**, the student will be charged a \$200 release fee, their current month's rent, and an additional month's rent.

Students who have been released from their Contract during the academic year must follow the Vacating at the End of the Term, Academic Year, or Release Date section of this contract.

Appeals

If a request for release is denied, the student may submit a written appeal to the Senior Associate Director for Assignments & Business Services of Residence Life & Housing or designee. The appeal and all appropriate supporting documentation must be submitted by email to Residence Life & Housing within five business days of the date of the original decision. A student whose request for release is denied is responsible for the cost of the assigned space and the applicable dining charge through the remainder of the academic year even if they choose to vacate the assigned room and live elsewhere.

Eligible Replacement Defined

If Student is continuing UD enrollment on the Newark campus and wishes to be released from the contract without further financial obligations, the student may seek to transfer the contract to another eligible student (replacement). Transfer of the contract does not always mean the space assigned will be the assignment of the released student. An eligible replacement is a new eligible applicant of the same gender who is willing to assume full responsibility for the Contract. The eligible replacement must accept a binding Contract for the remainder of the academic year and remain in housing during the entire period. The eligible replacement must meet the eligibility requirements for the Individual Student Contract. A student who has a non-guaranteed application can be an eligible replacement and is preferred over a student who has not yet completed an application. To be released for this reason, the student requesting release must submit a written statement to Residence Life & Housing including the eligible replacement's name and student ID number *prior* to the eligible replacement submitting an application. The effective date of release from the Contract is the date when the new resident signs in and occupies the space.

Request for Release Ineligibility

If a student is suspended from the residence halls and/or the University, the student remains bound to the Contract and will be responsible for the full cost of the residence hall space for the remainder of the semester in which **disciplinary action is finalized**, unless this action is finalized before the end of the semester's free drop/add period. If this action is taken after the close of the

Fall Semester but before the beginning of Spring Semester, the Student will be billed a \$300 late cancellation fee and one month's rent.

Vacancies and Room Changes

Students may request to move from one room to another with authorization from Residence Life & Housing at designated times during the Academic year. The exchange of rooms or substitution of one occupant for another without approval from Residence Life & Housing is prohibited. The procedure for room changes are set forth on the Residence Life & Housing website.

To maximize occupancy, Residence Life & Housing has the right to consolidate rooms and move students if a vacant same gender space exists which is similar to the original assignment in order to create an open room. Consolidation may happen at any time of the year.

Students may not intentionally dissuade or discourage newly assigned roommates from moving into the room. Intimidating a newly assigned student is a policy violation, which can lead to termination of the residence hall space without release from the financial obligation of the Student Housing Contract.

The University reserves the right to change or cancel room assignments in the interests of order, health, safety, or welfare with appropriate written notice.

University-Initiated Room Change or Cancellation

The University reserves the right to change or cancel a student's room assignment without prior notification under the following circumstances. Unless a request for release is approved, the student remains bound to the Contract.

- The student is dismissed for academic reasons.
- The student fails to pay University bills by the established deadlines.
- The student is not properly registered at the end of the free drop/add period for the semester or session in which they have applied for housing. In this case, the student may reapply for housing if they subsequently re-enroll for classes, but housing will not be guaranteed.
- The student fails to sign in or occupy the assigned residence hall space by the start of classes. Residence Life & Housing may reassign them to another space or place the student on the wait list.
- The student fails to comply with any provision, policy, rule or regulation.
- The student is assigned to a Special Needs or ADA room and does not have a documented ADA need; the Student may be reassigned to accommodate one who does.
- The student behavior is judged to be disruptive to the community; all or some students may be relocated to restore order.

Student will be charged the published rate for the occupied space. The room charges for the semester or session will be prorated to reflect the length of time spent in each assigned space. A charge or credit will be added to the student account.

Compliance with Law, Code of Conduct, and Policies

Every student at the University must comply with all Federal, State, local and University laws, rules and regulations, including the Contract. Students are expected to know their Rights and Responsibilities and must comply with the University's Code of Conduct, the Residence Hall Regulations and the COVID-19 Return to Campus Guidelines for Students. At all times, students must respect the rights and property of all community members in the residence halls or apartment buildings, regardless of their background, beliefs, values, or attitudes.

Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event a student must relocate as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the university will offer impacted students fair and reasonable housing charge adjustment as appropriate and based on information available at that time.

Students living in leased properties will also be required to abide by the rules of the lease management.

Student Liability

The Student agrees to accept responsibility and be held accountable for their actions, for proper use and care of the residence hall, leased property spaces, dining facilities, assigned space, common areas, and all other University property, and for the actions of their guest(s). The host should ensure that guests comply with all University Policies and Residence Hall Regulations.

Primary Residence

The space assigned to the Student by the University must be the Student's primary place of residence. If the Student does not maintain their primary residence in the University-assigned space, the University may reassign that space to another student, and the student will remain bound by the Contract. Subleasing of space is prohibited.

Vacating at the End of the Term, Academic Year, Release Date, or University Termination

Students are required to vacate, return all keys to a Residence Life & Housing in-hall staff member and remove all personal belongings from their assigned space At the end of the Contract Period or contract release date.

Students who have been released from their Contract during the academic year must vacate their residence hall room or apartment within 48 hours of the effective date of release. When a student is granted a release, any room charges paid in excess of the applicable release fee will be credited to the Student's account. The effective date for a rebate is the date when all of the following obligations have been met:

- The contract request for release has been approved or initiated by Residence Life & Housing.
- All keys have been returned to the designated Residence Life & Housing staff member immediately after vacating the space. Failure to return these items within 48 hours of release

date will result in additional fees to re-core the locks on the room and improper check out. Students will continue to be charged for the actual number of days they have access to the room. Billing continues up to the return of these items or a key re-core, whichever comes first. All belongings must be removed, leaving the space in clean, habitable condition.

NOTE: The University does not accept responsibility for items left in the room after the departure deadline. The room is expected to be clean and in a similar physical condition upon departure as it was for arrival. Removal of abandoned student property, excessive cleaning needs, or damage to University property will result in charges being placed on the student's account. Items remaining in a room after a student has departed are considered abandoned and will be discarded.

Safety and Security

Security is the responsibility of all students, and students are personally responsible for abiding by the security policies pertaining to University spaces. Actions that compromise the security of building areas will subject the individuals responsible to disciplinary action and related fees. The University will enter resident spaces if needed to ensure the safety and security of the individual space or the building. See regulations regarding Keys, Safety in the Residence Halls, and other Facilities Regulations for more details.

We expect that all members of the community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within the residences and the University may request or require a resident to leave the residence if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the university as it relates to public health crises, including the COVID-19 Return to Campus Guidelines for Students. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

Controlling Documents

In the event of a conflict between this Contract, the regulations, policies, or procedures published by Residence Life & Housing or Facilities, the Student Guide to University Policies will control.

Waiver

No delay or failure to exercise any right or power granted under the Contract shall impair any such right or power or be construed to be a waiver thereof.

Severability

If any term or provision, or any portion thereof, of this Contract is declared invalid or unenforceable for any reason, the remainder of this Contract shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

Governing Law

This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles.