2010-2011 Freshman and Transfer/Grad Student Residential Contract Saint Louis University, Department of Housing and Residence Life

I. Parties. This Contract (the "Contract") between the Student or prospective Student and (if required) his/her parent, guardian, or guarantor (hereafter referred to collectively as "Student"), and Saint Louis University (hereafter referred to as "University") grants to the Student a revocable license subject to the terms and conditions outlined herein.

II. Consideration. When assigned and billed for room and board, the Student will pay Saint Louis University for the academic year 2010-2011. The Student will pay at the rate shown on the 2010-2011 Room and Board Rates published by the University. In return Saint Louis University will furnish the Student with space in the University's residence halls or apartments and, if applicable, meals on campus subject to the Student's choice of meal plan.

III. Duration and binding nature of the Contract
A. This Contract will be deemed binding on both parties when the completed and signed (or in the alternative, electronically submitted) Contract is returned to the Department of Housing and Residence Life by the Student and is approved and executed by the Department of Housing and Residence Life.

B. This Contract is for the Entire Academic Year 2010-2011 or remainder thereof after the Contract is in effect.

1. Housing dates: August 18, 2010 through December 4, 2010 (fall semester) and January 14, 2011 through May 17, 2011 (spring semester). Students must vacate their rooms within 24 hours of their last examination or by 6:00 PM on the last day of the Contract, whichever comes first, for both the fall and spring semesters. During the Thanksgiving, Winter and Spring Break periods (November 23 - November 28, December 14 - January 14 and March 11 - March 20, respectively) all halls will be closed except the Village, Laclede Houses, Grand Forest and Marchetti Apartments. Students who request to occupy a residential space during periods not specified in this section must obtain prior permission from a Residence Hall Coordinator, shall be held to all terms and conditions of this Contract, and may be assessed a room charge on a pro-rata basis.

2. Students enrolled in the 1st Class Program shall be permitted to occupy a residential space at a time designated by the Director of Housing and Residence Life and prior to the Housing Dates set forth above. Upon acceptance of the room assignment, 1st Class Program participants agree to be bound by the terms and conditions of this Contract and will be assessed a room charge on a pro-rata basis.

3. Board dates: The dates for Meals for the fall semester will be available and posted on the Department of Housing and Residence Life website by August 24, 2010. The Department of Housing and Residence Life reserves the right to provide limited dining options during break periods and on University holidays or special events.
C. A Student and/or guardian signing this Contract is legally responsible for payment of Housing room and board rates and all other associated housing fees established and published by the Department of Housing and Residence Life.

D. This Contract is not assignable, nor shall the assigned accommodations or any part thereof be sub-licensed. The contracting Student may not make changes or amend the Contract without the written approval of the Department of Housing and Residence Life.

E. A Student contracting for a room in University residence, except Students assigned to Marchetti Towers, Grand Forest, Laclede Houses, or the Village Apartments, is obligated to contract for a residential meal plan for the academic year 2010-2011, or remainder thereof after the Contract is in effect. Residents of Marchetti Towers, Grand Forest, Laclede Houses, or the Village Apartments are required to have the commuter plan. Graduate students not living in a residence hall may be exempted from any meal plan if a request is made in writing to the Housing and Residence Life Office.

IV. Definitions

A. Advance payment: The $200 advance payment, which must accompany this Contract, is applicable to room charges for the first semester or second semester depending upon when the Contract will begin. If for any reason the University is unable to provide accommodations, the advance payment will be refunded in full. Section VII details conditions for a refund of the advance payment.

B. Received by the Department of Housing and Residence Life: Cancellations, Contracts, and notices must be in writing, and must be received in the Department of Housing and Residence Life, Saint Louis University, 3744 West Pine Mall, Village Apartments, Brown Hall, St. Louis, Missouri 63108-3306. Notifications submitted to other university offices do not comply with this requirement and requested official action will not be assured as a result. The date on which the Department of Housing and Residence Life receives written correspondence will constitute the basis for determining the Student's compliance with deadlines and any applicable refunds. All applicable refunds shall be made in accordance with the University's percentage refund policy.

C. Notification: The Department of Housing and Residence Life will send notices to the permanent address shown on the Student's records in the Office of the Bursar. It is the responsibility of the Student to notify the Office of the Bursar of any changes in permanent address. Once in residence, notification may be made to the Student's assigned mailbox at the Busch Student Center or via the Student's SLU e-mail account.

D. Residence Hall: Residence halls shall include the Griesedieck Complex (Walsh, Clemens, and Griesedieck Halls), Reinert Hall, Marguerite Hall, Fusz Hall, DeMattias Hall, Pruellage Hall, the Village Apartments, Marchetti Towers, Grand Forest, Laclede Houses and any other facility designated by the University for the purposes of Student housing.

E. Official room type definitions are available from the Department of Housing and Residence Life, which are incorporated herein.

F. Assignment Priority: The Department of Housing and Residence Life shall determine and communicate assignment priority, usually, in November for Spring Semester and, usually, in February for Fall Semester.

G. Confirmation Date: The Confirmation Date is applicable only to the first semester covered by the Contract. Accordingly the Confirmation Date for Contracts beginning the fall semester will be May 1, 2010 for newly admitted students and December 4, 2010 for all Contracts beginning in the spring semester.
H. Cancellation Date: The Cancellation Date is applicable only to the first semester covered by the Contract. Accordingly the Cancellation Date for Contracts beginning the fall semester will be May 1, 2010 and December 4, 2011 for new Contracts beginning in the spring semester.

I. Move-in Date: The date each semester on which residence halls officially open. These dates are: Wednesday, August 18, 2010, at 9:00 AM, for fall semester and Friday, January 14, 2011, at 9:00 AM, for spring semester (the "Move-in Date"). The University reserves the right to adjust move in dates and times.

J. Room charges: All room, board and any additional Housing fees charged to the Student, (i.e. laundry, telephone, cable, Internet, activity, etc.).

K. Meal Plans: A Residential Meal Plan is any one of the meal plans required by the Housing and Residence Life Office for residential Students including, but not limited to, All Flex, 10 flex, and 8 flex meal plans. The University reserves the right to change or limit meal plan options.

V. Room assignment, occupancy and room charge payment.

A. Room assignment: No room assignment will be made until an application a signed (or electronically submitted) Contract, $50 non-refundable application processing fee and $200 advance payment are received by the Department of Housing and Residence Life. The Contract is for space in University housing and not for a particular accommodation, room or roommate. The Student's failure to claim his/her room by the designated deadline could result in reassignment of the Student, or may relieve the Department of Housing and Residence Life of its obligation to provide a space for the Student in University housing. The Department of Housing and Residence Life may obtain data from the University Registrar’s office for the purpose of the room sign up process including but not limited to grades, credit hours and class standing.

1. A Student assigned to a room that does not have the designated number of occupants will be required to pay the designated occupancy rate as set by the University or be reassigned to a new room to consolidate spaces.

2. Students must obtain permission to change rooms or buildings during and between semesters, according to procedures established and published by the Department of Housing and Residence Life. Prior written authorization of a Coordinator is required to change rooms. A transfer fee may be charged to any Student approved by the Department of Housing and Residence Life to transfer spaces.

3. The Student must claim his/her assigned room before 5:00 PM on the first day of classes for any given semester. The Student claims his/her room by checking into the room in person, or by notifying the Department of Housing and Residence Life in writing that his/her arrival will be delayed. The Student's failure to claim his/her assigned room could result in reassignment. Failure to call or occupy an assigned room after the Contract is in force does not constitute cancellation of this Contract. See Section VII for Conditions Governing Cancellation.

B. Occupancy: Only a Student enrolled in at least nine undergraduate or six graduate hours at Saint Louis University, or a person authorized by the Director of Housing and Residence Life, may enter into a residence hall Contract. A student who enters into the Contract and subsequently drops below the required credit hour level shall be subject to Contract termination at the sole discretion of the Director of Housing and Residence Life. Students assigned to Marchetti Towers, Village Apartments, Laclede Houses or Grand Forest Apartments will be required to maintain a minimum grade point average as established by the Department of Housing and Residence Life. Failure to maintain the minimum grade point average may require the Student to transfer to a residence hall without a minimum grade point average requirement. The Department of Housing and Residence
Life may obtain data from the University Registrar’s office for the purpose of verifying the grade point average requirement.

1. Any Student who has been released from this Contract for the second semester must remove all belongings from his/her room the sooner of 24 hours after his/her final examinations are completed, or by 6:00 PM on the last day of the Contract. In case of approved cancellation during the academic year, the student must remove all belongings from his/her room the sooner of 48 hours after his/her approved cancellation. Cancellation fees apply.

2. Charges will be prorated for partial semester/year occupancy during required practicum, internship, and student teaching assignments, provided that established Department of Housing and Residence Life procedures are fulfilled.

3. The University reserves the right to adjust the designated occupancy of any room, at any time, as it deems necessary. Room charges will be adjusted as of that date to reflect the appropriate room and occupancy rate.

4. The University may reassign Students as deemed necessary and appropriate including reassigning based on grades. Room charges will be adjusted to reflect the appropriate room and occupancy rate.

5. From time to time, the University must temporarily adjust the occupancy of certain rooms to accommodate all requests for University housing. The University reserves the right to reassign Students to other spaces, upon availability as deemed necessary and appropriate. Room charges will be adjusted to reflect the appropriate room and occupancy rate.

C. Payment terms: Information concerning payment of room and board charges, other than the application fee and advance payment, may be obtained from the Office of Student Financial Services, Room 2, DuBourg Hall. Financial arrangements must be completed through the Office of the Bursar according to published University payment deadlines. Any assessments (lost keys, damages, fines, etc.) will be billed to the Student's University account. Failure to pay room and board charges or assessments when due may result in actions, including, but not limited to, late payment fees, removal from the residence hall, cancellation of registration, withholding of grades, diplomas and transcripts, and/or refusal to permit future registration. A fee will be applied to the Student's University Account for all returned checks.

VI. Food Service

A. Requirement: All Students assigned to the residence halls, with the exception of Marchetti Towers, Village Apartments, Grand Forest and Laclede Houses are required to purchase one of the Residential Meal Plans. Meal Plans are nontransferable. A Commuter Plan is the plan required by all full time undergraduate students who are not required to purchase the Residential Meal Plan. Graduate students can request to be exempt from all meal plan requirements if living in an on-campus apartment.

B. Terms: A Student must select one of the available Residential Meal Plans posted as part of the residence hall application. Breakfast, lunch and dinner are served Monday-Friday and brunch and dinner are served Saturday, Sunday and University Holidays, in dining center(s) designated by the University. During the week, Students may also participate on a "flex" dollar or "debit" basis (according to the chosen meal plan) at retail food service venues located on campus. No meals are served during break periods. The University reserves the right to adjust meal plan options, hours of service and locations of operation at its discretion.

C. Meal Plan Changes: For fall and spring semester, meal plan changes may be made free of charge by the Student in the Department of Housing and Residence Life, during office hours, by Thursday, August 26, 2010, (fall semester) and Thursday, January 23, 2011, (spring semester). The change will go into effect the following
business day. Students will only be allowed to change their meal plans once during the semester and during the designated meal plan change periods during room sign up.

D. Except as otherwise set forth herein, a Student with a housing assignment in Marchetti Towers, Village Apartments, Grand Forest or the Laclede Houses is required to purchase the Commuter Meal Plan. Cancellation of this Contract will result in a pro-rated Meal Plan refund, in accordance with the University refund policy, minus a $50 administrative fee.

VII. Conditions Governing Cancellation of Contract
A. Prior to and on the Confirmation Date for the first semester of the Contract: When the Department of Housing and Residence Life receives written notice of cancellation by the Student on or prior to the Confirmation Date, the Student will be released from the Contract and receive a refund of the $200 Advance Payment in accordance with the University's refund policies and forfeit the $50 application processing fee.

B. After the Confirmation Date and on or prior to the Cancellation Date:

1. The Student who cancels during this period whether in attendance at the University or not, will be released from the Contract will be charged a $200 cancellation fee and will forfeit the $50 application processing fee.

C. After the Cancellation Date:
1. Non Attendance at the University: The Student who requests in writing to cancel after the Cancellation Date but who does not attend the University that semester, will be conditionally released from the Contract, will forfeit the $50 application processing fee and will be charged a $200 cancellation fee.
2. Attendance at the University: The Student who requests in writing to cancel after the Cancellation Date, but who attends the University all or part of the term set forth herein, will remain bound under this Contract until written notice of cancellation, based on one of the conditions below, is received and approved by the Department of Housing and Residence Life. If the Student is released based upon withdrawal from the University, and then re-registers for classes during the term herein, this Contract shall remain in full force and effect.

D. Cancellation by the Student: The Student may petition the Department of Housing and Residence Life for release from this Contract. The Student must obtain a Contract Release Request Form from the Department of Housing and Residence Life and follow the procedures outlined therein. Students must submit their requests by the deadline published by the Department of Housing and Residence Life in the semester room sign-up materials. Approved contract cancellations will be subject to a $200 cancellation fee.
1. In case of injury or illness which necessitates withdrawal from the University, or because of marriage or induction into military service, the Student will be released from the contractual obligation when adequate proof of the matter(s) asserted is presented in writing and approved by the Department of Housing and Residence Life. The unused portion of the room charge payment, less any damages and outstanding obligations to the University, will be refunded in accordance with the University's percentage refund policy. The cancellation will be subject to a $200 cancellation fee.
2. Contract release requests involving voluntary withdrawal from the University during the semester or at the end of the fall semester will be considered on an individual basis. If released, the unused portion of the room charge payment, less any damages and outstanding obligations to the University, will be refunded in accordance with the University's percentage refund policy. The cancellation will be subject to a $200 cancellation fee.
3. Students who voluntarily withdraw from the University at the end of the fall semester due to graduation must submit a Contract Release Request Form and upon approval of the Department of Housing and Residence Life,
the Student will receive a refund of an advance payment, if any, less any damages and outstanding obligations to the University.

4. A Student who must fulfill a Student internship, study abroad, military, or practicum requirement that necessitates residency a distance greater than fifty miles from the Student's residential assignment may be conditionally released from the obligations of this Contract upon vacation of the residential assignment and prior written approval of the Department of Housing and Residence Life. If the Student is fully, temporarily or conditionally released from the obligations herein the advance payment may be held at the discretion of the Department of Housing and Residence Life until the Student returns to campus to take classes, complete internships, or otherwise fulfills the obligations set forth herein.

5. The Student who continues to attend the University, but who seeks to cancel the Contract because of extenuating circumstances, or demonstrates need other than voluntary withdrawal from the University (e.g., reasons as drastic and unavoidable reduction in financial resources since entering into the Contract, or other exceptional changes in the Student's status) must submit documentation relating to the reason with the Contract Release Request Form. Each case will be considered on its own merits (withdrawal of family support shall not constitute a reduction in financial resources). If cancellation is approved, the unused portion of the room charge payment, less any damages and outstanding obligations to the University, will be refunded in accordance to the University’s percentage refund policy. The cancellation is subject to a $200 cancellation fee.

6. Any occurrence that prevents the University from temporarily rendering full performance under this Contract, due to circumstances beyond its control such as, but not limited to, war, fire, flood, acts of God and/or other disasters or strike or work stoppage, whether by the University or other employees, shall not constitute grounds for cancellation of this Contract by the Student.

7. If a Student remains registered for classes at the University, but requests and is approved cancellation of this Contract for reasons other than those identified in D (1)-(6) above, the Student shall be charged a $200 cancellation fee and shall pay one-hundred percent (100%) of the room rate for the remainder of the academic year. If the Student is on a meal plan, the Student agrees to pay for meals served to the effective date of cancellation of this Contract. E. Cancellation by the University: A Student removed from University Housing or the University as a result of disciplinary action or non-registration must leave University Housing within 24 hours of such notification. The Student shall pay one hundred percent (100%) of the room rate for the remainder of the academic year. If the Student is on a meal plan, the Student agrees to pay for meals served to the effective date of cancellation of this Contract. The cancellation shall be subject to a $200 cancellation fee.

1. A Student on academic dismissal from the University must withdraw from University Housing within 48 hours of such notification. The unused portion of the room charge payment, less any damages or outstanding obligations to the University will be refunded in accordance with the University's percentage refund policy. The cancellation shall be subject to a $200 cancellation fee.

2. The University reserves the right to refuse admission or re-admission to University Housing, or to void this Contract for reasonable cause. In such cases, the unused room charge payment, plus the advance payment, less any damages and outstanding obligations to the University, will be refunded.

3. If the accommodations assigned to the Student are destroyed or otherwise rendered physically uninhabitable in the University’s sole and absolute discretion and through no fault of the Student, and the University cannot furnish other reasonable on-campus accommodations, the Contract shall terminate. The unused portion of the room charge payment, plus the advance payment, less any damages for which the Student is responsible, and less any outstanding obligations to the University, will be refunded.

4. The University reserves the right to make needed repairs and renovations to Student rooms. If in the University’s sole and absolute discretion such work will render the accommodations uninhabitable, and the University cannot furnish other reasonable on-campus accommodations, the Contract shall terminate and the
unused portion of the room charge payment, plus the advance payment, less any damages and outstanding obligations to the University, will be refunded.

VIII. Duties, Rights and Remedies
A. The University is not responsible for the actions of other residents or for theft, loss or damage, for any reason, to a Student's personal property. Students are encouraged to obtain appropriate insurance. The University does not assume financial responsibility for medical care. Should a Student require medical attention, or if any University official seeks medical or other related services on behalf of a Student, payment for such shall be the responsibility of the Student.

B. The University agrees to furnish each room with basic furniture, such as, but not necessarily, a desk, chair, bed, mattress, and drawer space. Students are responsible for the condition of rooms, furnishings, and fixtures furnished by the University, less normal wear and tear.

C. The Student agrees to submit a complete inventory form indicating the condition of the room, its fixtures and furnishings to the Coordinator of the hall within three days after check-in. Failure to submit this form within the time specified shall constitute conclusive proof of acceptance by the Student of the room, its fixtures and furnishings as being in good condition. Upon check-out, the Student will pay for missing furniture, repair of any damages beyond normal wear and tear to restore the room and/or furnishings to the condition noted on the inventory form. Unless it can be otherwise conclusively determined, all Students assigned to a room will be responsible for an equal share of liability.

D. Liability charges for damages in corridors, stairs, washrooms, elevators and common areas may be divided by the University among all Students on a floor, or in a building, unless the responsible party is conclusively identified. When charges are allocated to a Student(s), the payments will be charged to the Student's University account in accordance with established policies.

E. Students must comply with the Rules and Regulations appearing in the Code of Rights and Responsibilities of Students at Saint Louis University, the Student Handbook, and those promulgated by the Department of Housing and Residence Life are made a part of this Contract by reference. It is the Student's responsibility to obtain and follow procedures contained in the Student Handbook and those distributed and/or posted by the Department of Housing and Residence Life from time to time. The University reserves the right to change its rules and regulations without advance notice, at any time. Students must comply with all Federal, State, Local laws, regulations and ordinances while in residence. All rooms and facilities shall be used for residential purposes only and not for any other use, including but not limited to commercial or other business uses. Failure to check out as directed will result in a charge, in addition to any damage and cleaning charges assessed against the Student. Individuals whose behavior violates University published expectations may be subject to disciplinary action and removal from University Housing and from the University itself, in accordance with University rules and regulations. Any property left by a Student will be considered abandoned, and will be disposed of by the University without further notification to the Student. In the event a Student refuses to surrender possession of the assigned space after this license terminates, the Student consents to the University removing all property from the assigned room and placing it in storage at the Student's expense, for a period not to exceed 14 days. The Student agrees to reimburse the University for all storage fees and expenses, and to recover the property prior to the expiration of the 14 days or it will thereafter be disposed of by the University on behalf of the Student. The University shall not be held responsible for the return of or the condition of any stored or disposed of property. This Contract shall be governed by and construed under the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Contract. This provision shall survive if this Contract is adjudged void or should be canceled, annulled or terminated.

F. The University will make reasonable efforts to respect the privacy of the Student and give prior notice, if possible, of entry into the Student's room for purposes of inspection, verification of occupancy, improvements,
repairs, orderliness, and compliance with the terms of this Contract, including University policies, rules and regulations. However, the University reserves a right of entry and full inspection, without notice, in situations posing a threat to life or property, and for such purposes as are reasonably necessary to preserve campus order and discipline.

G. In consideration for the terms and conditions contained herein and the room charge rates set forth by the University, the Student shall release, indemnify, and hold the University, its trustees, officers, employees and agents harmless from and against any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising out of injuries to the Student, other persons or damages to property in connection with the Student's activities, occupancy and use of the University's facilities, fixtures, furnishings and/or equipment, whether from an occurrence at the property of the facility itself during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise (NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER). The Student further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Contact.

H. The University makes no warranty as to noise levels that might occur or exist in any residential facility. As a result, Student hereby waives all rights, if any, under the covenant of quiet enjoyment. The Student hereby states that the Student has examined and knows the condition of the facilities and has received the same in good order and repair, except as herein otherwise specified and no representations as to the condition or the repair thereof have been made by the University or the University's agent that are not expressed herein, and the Student accepts the facilities in their present, as is, condition with whatever defects, patent or latent, as may presently exist. All implied warranties with respect to the facilities, including without limitation, the mechanical systems servicing the facilities are hereby disclaimed, to the extent permitted by law, including, but not limited to, habitability, merchantability, or fitness for a particular purpose, whether implied or arising by operation of law, course of dealing, practice, or otherwise. The Student agrees that by entering into this Contract and accepting the benefits of the express warranties made hereunder, the Student has knowingly relinquished any and all implied warranties of any kind or nature.

I. The University reserves the right to invoke an immediate interim suspension from the Residence Hall when the Director of Housing and Residence Life, or his/her designee, concludes that such action is necessary to: (1) protect the safety or well-being or property of the members of the University or residence hall community; (2) protect the Student's own physical or emotional safety and well-being; or (3) if the Student poses a threat of disruption of, or interference with, the orderly functioning of the residence hall or normal operations of the University. The suspended Student shall be entitled to a hearing on charges involving violations of University or Residence Hall policies, rules and regulations in accordance with the Code of Non-Academic Student Discipline and Responsibility set forth in the Saint Louis University Student Handbook. Notwithstanding the foregoing, the University reserves the right to reassign Students on a temporary or permanent basis to other space in University Housing as provided in Section V.B.4.
APPLY COMPLETE:

Thank you for submitting your contract. Every reasonable consideration will be given to your preference for housing accommodations, room, and roommate(s). You must submit $250 (Application fee & advance payment) to complete your application process. Assignment priority may be made based on date of receipt of the housing application and payment. Payments may be submitted to:

Saint Louis University  
Office of Undergraduate Admissions  
221 N. Grand Blvd.  
St. Louis, MO 63103

or via the Payment Suite, Saint Louis University’s on-line payment system.