

## 2016-2017 HOUSING AND MEAL CONTRACT

### Housing and Residence Life Department

### Saint Louis University

**Parties:** This contract (hereafter referred to as “Contract”) is between the Student or prospective Student and, as required, their parent, guardian, or guarantor (hereafter referred to collectively as “Student”) and Saint Louis University (hereafter referred to as “University”). The Student and/or parent or guardian signing this Contract is legally responsible for payment of housing and board rate and all other associated housing fees established by the Housing and Residence Life Department.

**Consideration:** When assigned and billed for room and board, the Student will pay Saint Louis University for the contract term. The Student will pay the rate published by the University. In return, Saint Louis University will furnish the Student with space in the University owned or managed residence halls or apartments and, if applicable, meals on campus subject to the Student’s choice of meal plan.

**University Residency Requirement:** As a residential campus committed to the education of the whole person, the University requires all first and second year undergraduate students to reside in campus housing. This includes new and transferring students. Students wishing to be exempted from this requirement must meet the established criteria for exemption, submit a Residency Exemption Request, and receive written approval from the Housing and Residence Life Department prior to submitting the contract and/or being administratively assigned. Residency required students who are living off campus without an approved exemption from the Housing and Residence Life Department will be administratively charged for housing and, if applicable, the \$50 administrative processing fee.

**Required Administrative Processing Fee: New Freshmen and Transfer Students** must submit the University’s \$450 enrollment deposit prior to contracting for housing. The enrollment deposit of \$450 includes a \$50 nonrefundable administrative processing fee and a \$200 residential advance payment. **Current students** must submit the \$250 advance payment, which includes a \$50 nonrefundable administrative processing fee, and housing contract by March 1 in order to participate in the room selection process for current residents. Graduate students must submit the \$250 advance payment, which includes a \$50 nonrefundable administrative processing fee, prior to contracting for housing.

**Period of Contract:** The Contract is for the academic year (fall and spring semesters) or, if entered into after the start of the fall semester, for the remainder of the academic year for all University owned and operated housing facilities except the Flats at Three-Seven-Four and Robert May Hall. The Contract for Flats at Three-Seven-Four and Robert May Hall is for the full year (fall, spring, and summer terms). The Contract does not include payment for room or meals during official University holidays or breaks during which the residential facilities close.

**The Flats at Three-Seven-Four (“Flats”) and Robert May Hall:** Contracts for the Flats at Three-Seven-Four and Robert May Hall are for a full year (August – July). The contracts are not eligible for the contract release process, and students are responsible for the housing fees regardless of their enrollment status. Residents must be juniors, seniors, or graduate students and must be affiliated with Saint Louis University. Residency required students are not eligible for assignment to the Flats or Robert May Hall. Residents are permitted to sublease their space to eligible students as approved by the Department of Housing and Residence Life or its designee. The Student is responsible for identifying and securing their own sublessee. Residents of the Flats and Robert May Hall are expected to adhere to all Housing and Residence Life policies as published in the Housing and Residence Life Handbook and the University’s Community Standards.

**Break Periods:** Designated break periods include Thanksgiving Break, Winter Break, and Spring Break. Specific dates for each period are available from the Department of Housing and Residence Life website. All residential facilities will close during these dates with the exception of the Flats at Three-Seven-Four, Grand Forest Apartments, Marchetti Towers Apartments, New Residence Hall One, Marguerite Hall, the Village Apartments, and Robert May Hall. The Department of Housing and Residence Life reserves the right to change the facilities used for break housing as it deems necessary and appropriate. The Student agrees to vacate their room by 8:00 pm on the last day prior to the break period. Students who do not live in one of the buildings identified as open during the break period and require break housing may request to be permanently reassigned to a building that stays open during break periods. These requests may be accommodated based on available space and timeliness of request.

**Payment of Fees:** The Student agrees to pay all housing and meal fees according to the University’s payment schedule. Fees are billed to the student account each semester and are subject to final approval by the Board of Trustees. Failure to pay housing charges when due may result in actions including, but not limited to, late payment fees, removal from campus housing, cancellation of registration, withholding of grades, diplomas, and transcripts, and/or refusal to permit future registration. The University will not grant a refund or issue a credit for housing or meals during any closure period resulting from a campus emergency or circumstances beyond the control of the University, including, but not limited to, weather, interruption of utilities, war, fire, flood, acts of God and/or other disasters, or strike or work stoppage, whether by the University or other employees.

**Assignment:** The Housing and Meal Contract is for an available space in campus housing to be determined and assigned by the University. The contract is not for a specific building, room, room type, or roommate. Assignment to a specific building, room, room type, or roommate is not guaranteed. The University retains all assignment and reassignment rights. The University reserves the right to require assignment changes at any time when considered advisable or necessary by the University. A room assignment will not be made until the \$200 advance payment, the \$50 non-refundable administrative processing fee, and the contract are received by the Housing and Residence Life Department. The Student is not permitted to occupy two spaces in on campus housing at any time unless approved by the Department of Housing and Residence Life.

**Reassignment:** The Student agrees to comply with all policies and procedures associated with reassignments and room changes. Transfers within or to other rooms or buildings must be approved in advance by the Department of Housing and Residence Life. Approved reassignments occur during designated periods during each semester. A charge of \$50 will be assessed for unapproved and/or improper room changes. With the exception of Flats at Three-Seven-Four and Robert May Hall, it is not permissible for the Student to sublease or otherwise reassign space in any residential facility to another party.

**Consolidation:** All university housing is to be occupied by the designated number of occupants for each room and/or unit. The University reserves the right to adjust the designated occupancy of any room, at any time, as it deems necessary. The University retains the right to consolidate the Student in the event of open spaces. Housing and Residence Life staff will assist the Student in identifying a person with whom they will consolidate, but it is the Student’s responsibility to consolidate by the designated deadline. The Student agrees to pay any additional housing charges that may occur as a result of consolidation. In the event there is not another student available with whom the Student may consolidate, the Student agrees the room, including any common area, must remain vacant and secure and maintained in a manner that will allow immediate occupancy by another student at any time.

**Right of University of Relocate/Remove Residents:** The University retains the right to relocate a resident from one space to another when it is determined, in its sole and absolute discretion, the move is in the resident’s best interest or the best interest of their fellow students. Students assigned to Marchetti Towers Apartments, Village Apartments, or Grand Forest Apartments are required to maintain a minimum grade point average as established by the Housing and Residence Life Department. The University reserves the right to not assign or to reassign a student who fails to maintain the minimum grade point average. The University reserves the right to invoke an immediate interim suspension from campus housing when the Director of Housing and Residence Life or their designee concludes such action is necessary. This interim suspension may occur prior to and until the University is able to determine the outcome of any formal disciplinary proceedings.

**Moving In:** Move in will begin at 9:00 a.m. on the Wednesday prior to the first day of class for fall semester and at 9:00 a.m. on the Friday prior to the first day of class for spring semester. The University reserves the right to adjust move in dates and times. Students must check in to their assigned space by 5:00 p.m. on the first day of classes each semester or notify the Department of Housing and Residence Life of a delayed arrival. Failure to check in or to give notice of a delayed arrival may result in the space being reassigned. Failure to check in or to give notice of a late arrival does not constitute cancellation of this Contract.

**Moving Out:** The Student agrees to vacate their room within twenty-four (24) hours of their last examination or by 6:00 pm on the last day of the Contract, whichever comes first. If the Student vacates housing without following proper check-out procedure, the Student’s university account will be assessed \$125 improper check out fee. In the event the Student refuses to surrender possession of the assigned space when the Contract 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 fourteen (14) days. The Student agrees to reimburse the University for all storage fees and expenses and to recover the property within the 14 days. If the property is not recovered, it will be disposed of by the University. The University shall not be held responsible for the return or the condition of any abandoned, stored, or disposed property. 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.

**Cancellation and Contract Release:** For new contracts submitted for the upcoming academic year, the Contract Release Request must be received by Housing and Residence Life, including all supporting documentation, by May 1 to be eligible for a refund of the fall semester \$200 residential advance payment housing portion of the enrollment deposit. The deadline for new contracts submitted for only the spring semester is December 1 of the preceding year. Completed Contract Release Requests will be reviewed once they have been received, and Students will receive a written decision from Housing and Residence Life. Contract Release Requests which are received and approved after the established cancellation deadline will be subject to a \$200 cancellation fee to be taken from the housing portion of the enrollment deposit. Students with approved Contract Release Requests will receive a credit to their student account for housing costs, based on the University's refund policy and schedule. It is solely the responsibility of the Student to provide a written request of cancellation or contract release directly to the Department of Housing and Residence Life. Notices submitted to university offices other than the Department of Housing and Residence Life will not be recognized as meeting the established deadlines. In addition, Students assigned to The Flats at Three-Seven-Four and Robert May Hall are not eligible for contract release.

1. **Failure to enroll in Saint Louis University classes:** Failure to enroll does not automatically cancel the Contract. If the Student chooses to not enroll in classes, they must submit a completed Contract Release Request by the designated deadline to be eligible to receive an advance payment refund. Approved requests received after the deadline and prior to the opening of housing for the contracted semester will be assessed a \$200 cancellation fee. Approved requests received after housing opens for the semester will be subject to the University's refund policy and schedule and a \$200 cancellation fee.
2. **Withdrawal from the University:** If the Student voluntarily withdraws from the University, they must submit a completed Contract Release Request. Approved requests received after the established cancellation deadline and prior to the opening of housing for the contracted semester will be assessed a \$200 cancellation fee. Approved requests received after housing opens for the semester will be subject to the University's refund policy and schedule and a \$200 cancellation fee. If the Student has checked in to their campus assignment, the Student must vacate the assigned space no later than 24 hours after the withdrawal is effective. If the Student is released based on withdrawal from the University and subsequently re-registers for classes during the Contract period, the Contract shall remain in effect.
3. **Denied Admission, Academic Suspension or Dismissal:** If the Student is not permitted to register for classes due to an academic restriction, the Student must submit a completed Contract Release Request and documentation verifying their academic status.
4. **Study Abroad, Internship/Practicum, or Military Service:** If fulfillment of one of these obligations necessitates residency a distance greater than fifty (50) miles from the Student's residential assignment, the Student must submit a completed Contract Release Request, including required documentation. If a temporary or conditional release is approved for less than the academic year, the Department of Housing and Residence Life may choose to hold the advance payment until the Student returns to campus and fulfills the terms of the Contract.
5. **Conduct Suspension or Dismissal:** If the Student is suspended or dismissed from the University or directed to vacate campus housing due to a disciplinary matter, they must vacate and properly check out of the assigned space within 24 hours of such notification. The Student shall pay one hundred percent (100%) of the room and meal rate for the remainder of the academic year and will be assessed a \$200 cancellation fee.

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.

#### **Meals**

1. All students living in campus housing must contract for both housing and meals. The cost of the Student's meal plan is included in the total housing fee with the exception of Robert May Hall. The Student may choose a meal plan from among the plans for which they are eligible. Each meal plan includes different amounts of flex dollars which may be used in campus dining service establishments.
2. All students assigned to residence halls are required to take one of the Residential Meal Plans. Students assigned to apartments are required to take the Commuter Meal Plan. Graduate students residing in campus housing are not exempt from the required meal plan with the exception of graduate students living in Robert May Hall. Undergraduate residents of Robert May Hall are required to purchase a commuter meal plan and will be billed separately for the meal plan.
3. The University reserves the right to adjust meal plan options, hours of service, and locations of operations. The University reserves the right to provide limited dining options during break periods and on University holidays or special events.
4. The Student is allowed to change their meal plan within the first three weeks of each semester. The Student should contact Parking and Card Services to complete the meal plan change during the specified time frame. The Student agrees to pay any additional costs that may occur as a result of any meal plan changes.

**Student Compliance and Conduct:** The Student agrees to abide by the terms of the Contract and comply with all Department of Housing and Residence Life policies, housing and meal service policies and procedures, all university codes, policies, and procedures, and the University's Community Standards, all of which are made part of this Contract by reference. The University reserves the right to change its rules and regulations without advance notice at any time.

The Student agrees to comply with all federal, state, and local laws, regulations, and ordinances while in residence. The Student agrees all rooms and facilities shall be used for residential purposes as designated by the University and not for any other use, including but not limited to commercial or other business uses.

**Keys:** Keys remain the property of the University at all times. The Student agrees to not loan or duplicate keys issued to the Student by the University and to report any lost/stolen keys immediately. Keys must be returned when occupancy is terminated. If a key is not returned, a fee will be assessed to the Student.

**Condition & Inventory:** Within 24 hours of checking in, the Student agrees to complete and submit to the hall staff of the facility the Condition & Inventory form for their assigned space. The Student will indicate the condition of the room, its fixtures, and its furnishings. The Student agrees that failure to submit the form within the time specified shall constitute conclusive proof of acceptance by the Student of the room, its fixtures, and its furnishings as being in good condition when the Student checked in. Upon moving out, the Student agrees to pay for missing furniture, repair of any damages beyond normal wear and tear as determined by the University, and restoration of the room and/or furnishings to the condition recorded on the Condition & Inventory form.

**Responsibility for Personal Property or Person:** The Student assumes all responsibility for personal property, including that of guests. The University does not assume any legal obligation for the personal property of a resident or guest that may be lost or damaged in its buildings or on its grounds. The University does not assume financial responsibility for medical care. Should the Student require medical attention, or if any University official seeks medical or other related services on behalf of the Student, payment for such shall be the responsibility of the Student. Students are encouraged to obtain their own health and personal property loss insurance.

**Responsibility for Room:** The Student is responsible for maintaining and cleaning the assigned space. The Student agrees to submit a completed inventory of the assigned space, indicating the condition of the room, including its fixtures and furnishings, upon checking in to the space. Failure to submit the inventory 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. The Student shall reimburse the University for any damage to the space, whether the damage was a result of committing an act or failure to act in order to prevent the damage. The Student is also responsible for loss of fixtures, furnishings, or properties furnished under the contract. No alterations are to be made to the space or furniture provided by the University. Each piece of furniture in the assigned room at the time the Student moves in must stay in the room for the duration of residency. The Student may not move, trade, or store furnishings from the space. Additional furniture brought into the room must be freestanding and clear of all existing furniture, fixtures, or walls contained in the room. When occupancy is terminated, the room will be inspected. The Student's university account will be assessed as necessary for damages and missing property, as well as cleaning charges. The Student will have the opportunity to appeal these charges once they have been assessed to the student account. All students assigned to a room have joint responsibility for all shared space and will be equally liable for damages unless it can be otherwise conclusively determined specific individual(s) should be held exclusively liable.

**Responsibility for Communal Property:** Communal property includes, but is not limited to, hallways, baths, stairwells, elevators, lounges, studies, utility rooms, laundries, and kitchens. Students are expected to take every precaution to assure that communal property is not abused. In areas where the University has determined there is undue abuse of University property and the responsible individual(s) cannot be identified, all appropriate residents will be held responsible for paying a prorated share of the cost of repairing such damages. Where organizations have exclusive use of an area, those organizations are responsible for reimbursing the University for the cost of repairs from damage to communal property if the responsible individual(s) cannot be identified. Where it is determined that organizations are not in compliance with housing regulations, the organizations will lose use of the area. The University reserves the right to determine the use of all lounges, common, and public areas in the housing facilities.

**Entry in Rooms:** The University reserves the right to enter residential rooms for inspection of facilities, maintenance, ensuring the safety and welfare of students and the University, leaving notices, and upholding University rules and regulations.

**By virtue of clicking on the “I Agree” button and providing an electronic signature, I certify that I have read and understand the terms of the 2016-2017 Housing and Meal Contract. When accepted and executed by the University, this Contract constitutes a binding Contract for the full 2016-2017 academic year. By agreeing to this Contract, I agree to pay 100% of the published room and board fees for the 2016-2017 academic year, to abide by the terms of this Contract, and to represent that all information submitted to the Housing & Residence Life Department is accurate. Falsification of any information may result in immediate revocation of this Contract and/or disciplinary action. It is further agreed and understood I shall not make or permit any use of the room or of any part of the residential facility which would violate civil law or University regulations, would be dangerous or potentially dangerous to life, limb, or property, or would interfere with the study, sleep, or comfort of any resident of the facility. I agree to comply promptly and fully with verbal or written instructions of University officials and to act as a responsible member of the floor/facility community.**

**If I am under the age of 18 years, I agree clicking the “I Agree” button and providing an electronic signature, I certify that a legal parent or guardian has read and agreed to the terms and conditions of this Contract.**