

## *Residence Life & Housing*

# *Undergraduate 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 taken from the \$500 enrollment fee for newly admitted students.

### **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, Residence Life & Housing, and Facilities 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 or their parents/guardians 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 the student or student's family 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

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.

### Student Status

Matriculated undergraduate students properly registered for at least 12 hours of academic credit on the Newark campus in the spring or fall semester and students enrolled in select pre-matriculation programs may reside in University housing if they are in good academic, financial, and disciplinary standing with the University.

If Student withdraws from a course that takes them below 12 credit hours of graded course credits, Student must contact Residence Life & Housing within three business days to request an exception by Residence Life & Housing or an accommodation through Disability Support Services. A reduction of graded course credits hours does not release Student from the Student Housing Contract.

Students who are enrolled with fewer than twelve credit hours not related to an accommodation may reside on campus with permission of Residence Life & Housing. Permission may be given for one semester only. Students are expected to abide by all student policies and procedures. Students' conduct records will be reviewed prior to permission being granted to students who are enrolled with fewer than twelve credit hours. If approved, any violation of the Code of Conduct may result in the immediate removal of the student from on-campus housing. Students who are not approved are expected to vacate within 24 hours of receiving notice.

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

### *Incoming freshmen*

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Unmarried incoming freshmen students under the age of 21 are required to live in University housing and submit a housing application for the academic year or term when they enter the university. Students may request an exception to live at home with parents or legal guardians if those parents or guardians reside within 30 miles of the University of Delaware, Newark campus. Requests for exceptions accompanied by any supporting documentation must be submitted to Residence Life & Housing by the end of the first year student housing application priority deadline for consideration and are not guaranteed. Students admitted in the spring must submit this request no less than one week prior to the start of spring classes.

### *Transfer students*

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Transfer students matriculated as a freshman by the Office of Admissions are guaranteed housing for the academic year or term when they enter the university as long as they apply by posted deadlines. All other incoming Transfer students are not guaranteed housing and applications will be accepted pending space availability. When space is available, housing assignments are made in the order in which housing applications are received with consideration given to the commuting distance to the University.

### **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 2022-2023 academic year. If a student is approved for release the contract becomes void and the student must vacate the residence hall within 48 hours (see Vacating at the End of the Term, Academic Year, or Release Date).

### *Calendar*

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The Opening and Closing dates and relevant residence check-in dates for the residence halls shall be as set forth in the Academic Calendar and posted on the Residence Life & Housing website.

### *Break/Recess Periods*

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All academic-year residence hall rooms, except the University Courtyard, master-lease spaces, and non-first year student apartments, are closed to occupants during academic-year recess periods (Thanksgiving, December break, and Spring break). Students who choose to remain in their residence hall room during recess periods must follow posted registration procedures and will be charged the published rate for the entire recess period. Failure to follow proper registration procedures will result in additional fees. The dining plan may not be offered during break or recess periods.

### *Emergency Termination*

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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.

### *Winter Session Occupancy*

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In order to live in a residence hall during Winter Session, students must be registered for at least one in-person Winter Session course or academically approved project, or be approved to participate in a special University activity. Students residing on campus for Winter Session, unless assigned to a designated apartment, are required to purchase one of the dining plans available for residence hall students. If the student does not choose a dining plan, they will be assigned the default option.

### **Late Housing Application**

Students applying for housing after the published deadlines will be placed on the waitlist pending available vacancies. No fee is required to complete an application, but requests for release fees will apply if the release is permitted after being guaranteed. No fee will be assessed if Residence Life & Housing is unable to provide housing.

### **Deferred Housing Application**

Students participating in a University-sponsored academic program outside a 30-mile commute from the Newark campus, such as student teaching, study abroad, or internship or are on an approved leave of absence from the University may defer their academic year application from the Fall Semester to the Spring Semester. Students must submit requests 30 days prior to the first day of fall semester classes. A specific assignment is not deferred and cannot be guaranteed for Spring Semester. Students guaranteed housing will be bound by the terms of the Contract for the Spring Semester and are expected to live on campus for spring. Deferred guaranteed applications can be cancelled entirely up until the contract binding date for a \$200 cancellation fee. As of the contract binding date, all contract releases for the spring for deferred applications will follow the Spring Only Resident fee schedule listed under "Other Releases" if approved.

### **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:

#### Academic Year Contract

- Returning Students who apply during the regular application period and are guaranteed housing and are bound to the contract on June 7, 2022. Students may cancel the application prior to being guaranteed without fee or, once guaranteed, cancel before June 7, 2022 and pay a \$200 cancellation fee.

- Returning Students who apply during the regular application period and are placed on the non-guaranteed wait list may cancel without fee until they are guaranteed. Students who are guaranteed housing prior to June 7, 2022 will have a binding date of June 7, 2022. After June 7, 2022, students on the non-guaranteed wait list are bound to the contract within three business days of the date of the earlier: 1) placement on the guaranteed waitlist, (2) selecting a room, (3) receiving a room assignment.
- Returning Students who apply after the regular application period (Late Applicants) AND have received notification that they are guaranteed housing are bound to the contract no earlier than June 7, 2022. Late applicants who are guaranteed are bound to the contract within three business days of the earlier of: (1) placement on the guaranteed waitlist, (2) selecting a room, (3) receiving a room assignment. Students may cancel the application until the day before the binding date and will be assessed the \$200 application cancellation fee.
- Newly admitted Transfer Students who are not admitted through Admissions as Freshman Transfers are bound to the contract no earlier than June 7, 2022. Those who are guaranteed beginning June 7, 2022 are bound to the contract within three business days of the earlier of: (1) placement on the guaranteed waitlist, (2) selecting a room, (3) receiving a room assignment. Students may cancel the application until the day before the binding date without any fee. Students are subject to release fees (if granted) beginning on their binding date.
- Newly admitted First Year Students and Freshman Transfer Students are bound to the contract within three business days of the date of completing a valid housing application if they have applied by 5:00 PM June 16, 2022 or assigned housing when an application or request for commute has not been completed.

#### Spring Only Contract

- Newly admitted First Year Students and Freshman Transfer Students for spring AND class of 2024 World Scholars returning from study abroad for spring are bound to the contract within three business days of the date of completing a valid housing application or assigned housing when an application or request for commute has not been completed.
- All other students, including newly admitted Transfer Students who are not admitted as Freshman Transfers for spring, who have received notification that they are guaranteed housing are bound to the housing contract within three business days of the earlier of: (1) placement on the guaranteed waitlist, (2) selecting a room, (3) receiving a room assignment.

This contract covers the entire 2022-2023 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 contract becoming 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*

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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. Late requests will be billed an additional \$300 late cancellation fee. Students will be responsible for all housing charges until the approved release date.

Academic year applications deferred to the spring semester will follow the Spring Only Resident release fee schedule listed under "Other Releases" if spring release is approved after the contract becomes binding.

#### *Special Circumstance Releases*

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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, or (3) Incoming freshman students living with parents or legal guardians if those parents or guardians reside within 30 miles of the University of Delaware, Newark campus, (4) Voluntary official withdrawal or approved leave of absence from the University (requires completion of university processes and request through My Housing Portal), or (5) 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.

Academic year applications deferred to the spring semester will follow the Spring Only Resident release fee schedule listed under “Other Releases” if spring release is approved after the contract becomes binding.

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***

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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 assessed an additional contract release fee according to the schedule below.

<b>Full Academic Year Resident (See <i>Contract Bindings</i> section above for binding date information)</b>	<b>Contract Release Fees</b>
Request release date is less than 30 calendar days from the student’s contract binding date AND prior to the first day of Fall Classes	\$300
Request release date is 30 to 59 calendar days from the student’s contract binding date AND prior to the first day of Fall Classes	\$600
Request release date is 60 to 89 calendar days from the student’s contract binding date AND prior to the first day of Fall Classes	\$900
Request release date is more than 90 calendar days after the student’s contract binding date AND prior to the first day of Fall Classes	25% of Fall Semester Housing Charges

Request release date beginning the first day of Fall Classes up to and including the last day of free add/drop registration	50% of Fall Semester Housing Charges
Request release date after the free add/drop registration period ends through the last day of Fall Finals	100% of Fall Semester housing charges
Request release is after the last day of finals through January 2	\$300
Request release beginning January 3 AND prior to the first day of Spring Classes	\$900
Request release date including and after the first day of Spring Classes	100% of Spring Semester housing charges

Students who are guaranteed through the Spring 2023 application or deferred their application to spring.

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<b>Spring Only Resident</b>	<b>Contract Release Fees</b>
Request release date is less than 30 calendar days from the student's contract binding date AND prior to the first day of Spring Classes	\$500
Request release date is more than 30 calendar days from the student's contract binding date AND prior to the first day of Spring Classes	\$900
Request release including and after the first day Spring Classes	100% of Spring Semester housing charges

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. Students who have been released from the Contract may cancel or modify their meal plan by contacting Dining Services.

### ***Appeals***

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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*

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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 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 be fully matriculated and cannot be an incoming first year University student or one who already has a guaranteed application on file with Residence Life & Housing. 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*

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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 the \$300 late cancellation fee.

### **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 elsewhere in the same building or set of buildings 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.

### *Vacancies and Room Buy-Out*

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The University may reassign a vacant space in a room or apartment at any time. While efforts are made to notify students of any changes, a new roommate may be assigned without prior notification.

If a room or apartment is not entirely occupied and Residence Life & Housing does not anticipate assigning an eligible new roommate, the student may be offered an opportunity to pay a "buy out" rate for the vacant space from the date of vacancy through the remainder of the semester to ensure that the space remains vacant. The current buyout rate equals the cost of the residence hall space plus 35 percent prorated. If the student buys out a space for Fall Semester and space demand is high for Winter Session and/or Spring Semester, Residence Life & Housing may assign a student to that space for either or both of those terms. This option is not available when housing demand is high. If a student "buys out" a space in a room or apartment, the extra furniture will not be removed.

### *University-Initiated Room Change or Cancellation*

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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 in a section of a residence hall 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 and Code of Conduct**

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.

### **Student Liability**

The Student agrees to accept responsibility and be held accountable for their actions, for proper use and care of the residence hall, 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 residence hall space assigned to the Student by the University must be the Student's primary place of residence. In cases where an upper division 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.

In cases where a first-year student does not maintain their primary residence in the University-assigned space and a request for release is not approved, first year students will be referred to the Admissions Office and/or Office of Student Conduct for non-compliance of UD policy requirements.

### **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 residence hall space within 24 hours of completing their last final examination or by the scheduled closing time, whichever comes first. Graduating seniors may remain in the residence halls until the time designated by Residence Life & Housing. When the University terminates the contract, students must remove all personal belongings from the residence hall space and return all keys by the designated time.

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 Resident Assistant or the Residence Hall Coordinator immediately after vacating the room or apartment. 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 residence halls. Actions that compromise the security of residence or living 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 residence hall 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 residence halls and the University may request or require a resident to leave the residence hall 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.

### **Dining Services Agreement**

Students living in all residence halls, except for the University Courtyard, and non-first year student apartments, are required to maintain a full resident dining plan for the duration of the academic year, as defined by the Contract. Students with dining plans must agree to the terms of the Dining Services Agreement.

### **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.