

Residence Life & Housing Summer Session 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).

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 parent/legal guardian for damaged, lost, or stolen personal property. Students are encouraged to protect themselves from loss by purchasing appropriate insurance. 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.

Student Status

Returning matriculated undergraduate students enrolled in an in-person summer course on the Newark Campus have exclusive access to summer session housing if they are properly registered and in good academic, financial, and disciplinary standing with the University.

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

No Modifications

No term or condition of this Student Housing 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 2022 Summer Session only. 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).

Calendar

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

Summer Session Occupancy

In order to live in a residence hall during summer session, students must be registered for at least one in-person Summer Session course. Students not enrolled in a class will be housed if space is available upon approval of the Senior Associate Director. Students who withdraw from summer session courses are not permitted to stay in the residence hall after withdrawal.

Contract Binding Dates

The housing contract is valid for the summer session that the student is enrolled and has requested housing. Students are bound to the contract at the point that they check into the residence halls for the entirety of the summer session which they have enrolled and requested housing.

Release from Contract

Students may request release from their contract. Once bound, release is permitted only by verified information based on release request type. Requests made prior to or on the free add/drop period posted by the Registrar for the respective summer session housing will be charged for number of days the student has occupied the room as long as the student vacates as directed. Requests made after the free add/drop period for the summer session housing has been requested will not receive any refund of fees.

University-Initiated Room Change or Cancellation

The University reserves the right to change or cancel a student's room assignment without prior notification under the following circumstances:

- The student is dismissed for academic or disciplinary 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 respective Summer Session.
- The student fails to check in or occupy the assigned residence hall space by the start of classes without prior approval by the Office of Residence Life & Housing.

If a student is removed from the residence hall for disciplinary reasons the student will be responsible for the full cost of the residence hall space for the Summer Session.

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 posted COVID-19 policies. 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.

Vacating at the End of the Term

Students are required to vacate, return all keys and access cards to a Residence Life & Housing in-hall staff member and remove all personal belongings from residence hall space by the times indicated on the Academic Calendar and posted on the Residence Life & Housing website. 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 summer session must vacate their residence hall room or apartment within 48 hours of the effective date of release.

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.

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 and Access Cards, 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 COVID-19 policies. This guidance will evolve as the public health crisis evolves and may include, but is not limited to,

social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

Controlling Documents

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

Waiver

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

Severability

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

Governing Law

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