

2025-2026 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).

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 upon depositing to the university for acceptance of an offer of admission. 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. Matriculated students, of any age, are considered the responsible party.

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 computers, 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.

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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 or permanent basis. Students who are reassigned on a permanent basis are required to pay the cost of the newly assigned space.

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 financially and legally binding and extends to cover the entire academic year.

Occupancy Periods

The Opening and Closing dates and relevant check-in and check-out dates for the residence halls will be posted on the Residence Life & Housing website and are based on the University's posted Academic Calendar as published by the Office of the Registrar.

Break Periods

All academic-year residence hall rooms, except apartment style housing, are closed to occupants during academic-year recess periods (Thanksgiving break, December break, and Spring break). Students who choose to remain in their residence hall room during break periods must follow posted registration procedures and will be charged the published rate for the entire recess period when applicable. The dining plan may not be offered during break or recess periods.

Winter Session Occupancy

In order for a fall resident to live a residence hall during Winter Session, a student must be registered for at least one Winter Session course or academically approved project, be approved to participate in a University-sponsored activity, be an international student registered through the Center for Global Programs and Studies, or request to stay based on housing insecurity. Students who are newly admitted for the spring term and apply for spring housing may also request winter session housing, but housing is limited and applications will be reviewed on a case-by-case basis.

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Students residing on campus for Winter Session, unless assigned to apartment style housing, are required to purchase one of the Winter dining plans available for residence hall students. If the student does not choose a dining plan, Dining Services will assign the default meal plan option.

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 for any reason does not release Student from the Student Housing Contract. Students who do not receive an exception may be required to register full time or be removed from housing while still being financially responsible for the 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 and the student will still be responsible for all housing charges. Students who are not approved are expected to vacate their room within 48 hours of receiving notice. Students are required to inform Residence Life & Housing if their student status changes.

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 who have a guaranteed academic year housing application for that term may request to defer their guaranteed housing from the Fall Semester to the Spring Semester. Students must submit requests more than 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 approved for a deferral 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.

Newly admitted students who defer their admission from the fall to the spring cannot defer their housing since they are not an enrolled student until their admit term. Any active application or

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assignment for the fall will be canceled once deferred admission is confirmed, and the student will need to reapply for spring housing once that application opens if they plan to live on campus for the spring.

Contract Binding Dates and Cancellation Fees

There is no upfront fee required to complete the application. An application is considered valid and complete once the contract is signed via the application portal and the student acknowledges the cancellation fee policy.

Prior to Student becoming guaranteed for housing, Student may cancel the contract by going into the portal and cancelling the application at no cost. Once the student is guaranteed housing, the student may cancel the contract before the contract binding date and be responsible for the \$200 cancellation fee. After the contract becomes binding, the Student can no longer cancel their application and 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. Students seeking to be released from their housing contract on or after their binding date must utilize the Request for Release process which is not automatic. See the “Contract Request for Release Process” section of the contract regarding the process, reasons, and associated fees for that process.

This contract is legally binding as follows:

Academic Year Contract

- Returning Students who apply during the regular application period and get guaranteed housing become bound to the contract on June 25, 2025.
- Returning Students who apply during the regular application period and are placed on the non-guaranteed wait list may cancel without a fee prior to becoming guaranteed. Once guaranteed, students may cancel before becoming bound to the contract. Students who are guaranteed housing prior to June 25, 2025 will have a binding date of June 25, 2025. Students who are guaranteed housing after June 25, 2025 become bound to the contract five business days from the date of the earlier: 1) notification of 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 become bound to the contract no earlier than June 25, 2025. Late applicants who become guaranteed are bound to the contract five business days from the earlier of: (1) notification of placement on the guaranteed waitlist, (2) selecting a room, (3) receiving a room assignment.
- Newly admitted Transfer Students not designated through Admissions as Freshmen Transfers who apply may cancel without a fee prior to becoming guaranteed. Students become bound to the contract no earlier than June 25, 2025. Once guaranteed, students may cancel prior to becoming bound to the contract and are billed a \$200 cancellation fee. Those who are guaranteed beginning June 25, 2025 are bound to the contract five business days from the

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earlier of: (1) notification of placement on the guaranteed waitlist, (2) selecting a room, (3) receiving a room assignment.

- Newly admitted First-Year Students and Freshmen Transfer Students become bound to the contract three business days from the date of completing a valid housing application, or, when an application or request for housing exemption has not been completed, three business days from an application or assignment being created for them. Newly admitted First-Year Students who do not complete a housing application or submit a housing exemption request will be assigned housing as they are required to live on campus.

Spring Only Contract

- Newly admitted First-Year Students and Freshmen Transfer Students for spring AND class of 2029 World Scholars returning from study abroad for spring are bound to the contract three business days from the date of completing a valid housing application, or, when an application or request for housing exemption has not been completed, three business days from an application or assignment being created for them. Newly admitted First-Year Students and class of 2029 World Scholars who do not complete a housing application or submit a housing exemption request will be assigned housing as they are required to live on campus.
- All other students, including newly admitted Transfer Students who are not designated as Freshmen Transfers for spring, who have been sent notification that they are guaranteed housing are bound to the housing contract three business days from the earlier of: (1) notification of placement on the guaranteed waitlist, (2) selecting a room, (3) receiving a room assignment.

An additional late cancellation fee may be applicable in certain circumstances related to release from the contract (see *Contract Request for Release*).

Standard Cancellation Fee	\$200
Late Request Fee	Additional \$300 (total \$500)

All fees are billed to the student financial account.

After the contract becomes binding, Student can no longer cancel their application.

Contract Request for Release

After becoming bound to the contract, Student can request release from the contract through the process and conditions specified below, but release is not guaranteed and if approved typically comes with fees. 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 room key/fob or move into the space will not release the Student from the Contract.

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

Moving off campus or moving to a permanent address on record is never a reason for release. Students are cautioned to not sign another housing contract with any entity until they have received written confirmation that their release from the Undergraduate Housing Contract is approved.

Students may not request release from the Contract based on disciplinary action (see *Request for Release Ineligibility*).

Typical Releases

A student will typically be released from the Contract when proof of one of the following circumstances is submitted to Residence Life & Housing:

- Graduation
- 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
- Academic Drop/Dismissal or Student is discontinued from the University
- Confirmation of eligible replacement

Fall Semester Release: Requests received more than 30 days prior to the published first day of Fall classes will be billed the \$200 standard cancellation fee if the request is approved for the fall semester. Late requests (received within 30 days from the published first day of fall classes) will be billed an additional \$300 late request fee if approved for the fall semester for a total charge of \$500. If the student has checked into their assignment before the request is verified, the student will be responsible for room fees for the days they had access to the space plus a two week fee (based on room rate) instead of the cancellation and late request fees. Releases approved for the fall are effective for the remainder of the academic year (including spring).

Spring Semester Release: Requests from academic year applicants who live on campus in the fall received more than 30 days prior to the published first day of spring classes will not be billed any cancellation fees if release is approved for the spring semester. Requests from academic year applicants who lived on campus in the fall received within 30 days from the published first day of spring classes if approved will be billed a \$300 late request fee. Requests from new spring applicants received more than 30 days prior to the published first day of spring classes will be assessed the \$200 standard cancellation fee if approved. Late requests (received within 30 days from the published first day of spring classes) from any student will be billed a \$300 late request fee if approved for the spring semester (total charge of \$500 for new spring applicant releases).

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Special Circumstance Releases

A student may request release from the Contract with supporting documentation for one of the following special circumstances:

- Documented medical, psychological or disability need submitted to the Disability Support Services office who reviews and deems that the need cannot be accommodated on-campus
- Confirmed financial hardship and change in financial status (i.e. proof of loss of supporting income or loss of financial aid of 30% or more of housing/dining costs)
- Voluntary official withdrawal or approved leave of absence from the University (requires completion of required university forms through academic dean or Student Advocacy and Support instead of the housing request for release form)
- Active military duty

Fall Semester Release: Requests/forms received more than 30 days prior to the published first day of fall classes will be billed the \$200 standard cancellation fee if the request is approved for the fall semester. Late requests/forms (received within 30 days from the published first day of fall classes) will be billed an additional \$300 late request fee for a total charge of \$500. Releases approved for the fall are effective for the remainder of the academic year (including spring).

Spring Semester Release: Requests from academic year applicants who live on campus in the fall received more than 30 days prior to the published first day of spring classes will not be billed any cancellation fees if release is approved for the spring semester. Requests from new spring applicants received more than 30 days prior to the published first day of spring classes will be billed the standard \$200 cancellation fee if approved. Late requests (received within 30 days from the published first day of classes) from any student will be billed a \$300 late cancellation fee if approved for the spring semester (total charge of \$500 for new spring applicant releases).

All Release Terms: If the request/form is received after the student has checked into their room and a release is approved for that term, Student will be charged for the actual number of days they had access to the room, plus an additional two-week fee (based on per day room rate).

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.

When proof of active military duty is provided, all cancellation and release fees will be waived, but those students who had checked into their space will be responsible for charges accumulated for the number of nights they occupied the space.

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.

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Other Releases, subject to Contract Release Fees if approved

Students generally will not be released from their housing contract unless they can set forth one of the circumstances above. However, there may be other opportunities for release based on occupancy needs. Approval of releases is within the sole discretion of Residence Life & Housing. **If approved for release based on other circumstances outside of those listed in the sections above, the student will be billed an additional contract release fee according to the schedule below.**

Students who are guaranteed through the 2025-2026 academic year application and did not defer their application to spring:

Full Academic Year Resident (See <i>Contract Binding Dates</i> section above for binding date information)	Contract Release Fees
Request after the student's contract binding date AND up to and including the last day of free add/drop registration for Fall 2025.	25% of Fall Semester Housing Charges
Request received after the free add/drop registration for Fall 2025 period ends through the last day of Fall Finals	100% of Fall Semester housing charges
<i>Academic year contract request for release for spring semester</i>	
Request received from student's contract binding date up to and including the last day of free add/drop registration for Spring 2026	100% Fall Semester Housing Charges and 25% of Spring Semester Housing Charges
Request received after the free add/drop registration for Spring 2026 period ends through the last day of Spring Finals	100% of Spring Semester housing charges

Students who are guaranteed through the Spring Semester 2026 application or deferred their academic year application to spring:

Spring Only Resident	Contract Release Fees
Request after the student's contract binding date AND up to and including the last day of free add/drop registration for Spring 2026.	25% of Spring Semester Housing Charges
Request received after the last day of free add/drop registration for Spring 2026	100% of Spring Semester housing charges

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Approved Release

If a student is approved for release from their Contract, the Contract becomes void. Student remains responsible for housing charges and/or cancellation/contract release fees specified in the contract. If approved during the academic year while occupying a space, student must follow the instructions in the *Vacating the Residence Halls* section of this contract. Students who have been released from the Contract may also then request to cancel or modify their meal plan by contacting Dining Services.

Appeal of Denied Release

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

Eligible Replacement Defined

If Student is continuing UD enrollment on the Newark campus and wishes to be released from the contract without further financial obligations, the student may seek to transfer the contract to another eligible student (replacement). Transfer of the contract does not always mean the space assigned will be the assignment of the released student. An eligible replacement is a new eligible applicant 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 checks in and occupies the space.

Request for Release Ineligibility

First year students cannot use the First Year Housing Exemption Request process as a reason to be released from a binding contract. The housing exemption opportunity is only available at the initial term of admittance, must be submitted before the start of that term, and is no longer available if the student already has a valid, binding housing contract.

If a student is suspended from the residence halls and/or the University as confirmed by a Community Standards and Conflict Resolution or Dean of Students official, 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

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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 is determined by Residence Life & Housing.

To maximize occupancy, Residence Life & Housing has the right to consolidate rooms and move students if a vacant same gender space exists elsewhere 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

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

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 fails to comply with any provision, policy, rule or regulation.

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- 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 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 determined 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 if appropriate.

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. 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.

Students who are dismissed from the residence halls due to non-compliance are subject to release fees as noted in the “Contract Request for Release” section.

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 Community Standards and Conflict Resolution for non-compliance of UD policy requirements.

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Vacating the Residence Halls

End of Fall Term

Students living in apartment-style housing in the fall who are returning for the spring do not need to vacate their room at the end of the fall semester. These students can remain on campus through the entirety of the housing contract period and should retain their key/fob.

Students living in traditional and suite-style housing are required to vacate their room and return their room key to a Residence Life & Housing in-hall staff member during posted times at designated location or by appointment upon their departure at the end of the fall semester. Students returning to the same room for the spring are permitted to leave their belongings in their room between semesters.

Fall graduating students or other students not returning to the same space/any space for the spring semester must vacate, remove all belongings, and return room key/fob to a Residence Life & Housing in-hall staff member during posted times at designated location or by appointment upon their departure by the published closing date.

Academic Year End

Students are required to follow all hall vacating procedures communicated by Residence Life & Housing at the end of the academic year. Students must remove all personal belongings from the residence hall and return their key/fob to a Residence Life & Housing in-hall staff member during posted times at designated location or by appointment upon their departure at the end of the spring semester. Graduating seniors may remain in the residence halls until the time designated by Residence Life & Housing which will be corresponding to the University Commencement schedule.

Release or University Termination

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 the following obligations have been met:

- The contract request for release has been approved or initiated by Residence Life & Housing.
- All keys/fobs have been returned to the appropriate in-hall staff member 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.

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Emergency Termination

Upon reasonable notice, Residence Life & Housing reserves the right to terminate housing contracts due to public health emergency needs. 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.

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. Residence Life & Housing staff and staff from Facilities makes regularly scheduled entries into spaces for safety and security checks and ongoing or requested maintenance. Residence Life & Housing staff will enter all student spaces at regular intervals throughout the academic year to conduct health and safety inspections. When possible, room entries will come with 24 hour notice but could occur at any time if the situation arises.

Residence Life & Housing maintains a list of prohibited items which can be found on the departmental website. Additional prohibited items may be part of University policies. If any of these items are found in a room at any time University personnel are in the space, the prohibited items will be confiscated and notification of the confiscated items will be provided to the Student. Confiscated items will be stored in the building RA Office. The confiscated item will only be returned when the Student checks out of the residence hall at the end of the semester in which it was confiscated. Any items not retrieved by a Student will be disposed of within three (3) business days after the end of the semester. The University will not reimburse for any items which have been disposed.

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.

Dining Services Agreement

Students living in all residence halls, except for apartment style housing, 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.

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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.