

This Housing Contract (“Contract”) is an agreement between Towson University (the “University”) and you (also referred to as the “resident” or the “student”) (and your parent or guardian if you are under 18 years of age). You are agreeing to pay for housing and dining services at the University. The University will provide you housing and dining services, subject to the terms and conditions of this Contract (including any cancellation rights retained by the University as set forth in this Contract). By signing this Contract, you agree as follows:

#### 1. Term of Contract

- a. The term of this Contract is for the entire academic year stated above, which includes the FALL and SPRING semesters (or the balance thereof) (the “Term”).
- b. This Contract does not provide for housing during Minimester or during any breaks (except for students living in The Residence at 10 West Burke Avenue, Towson Run Apartments, Barnes Hall, and Marshall Hall, and Residence Tower who continue their residency during spring semester).
- c. Housing is provided under this Contract from the beginning of check-in before the first day of classes each (fall and spring) semester through check-out within twenty-four hours after the resident’s last final examination at the end of each semester, except for closings during vacation periods listed in the University Undergraduate Catalog. (Exceptions: Students assigned to The Residences at 10 West Burke Avenue, Towson Run, Barnes Hall, Marshall Hall, and Residence Tower should refer to their building guidelines for check-out deadlines.)
- d. University may, in its sole discretion, declare that a campus emergency exists, and may require any or all residents to vacate University housing.
- e. A resident is officially checked in when they accept their room/apartment keys from Department of Housing and Residence Life (the “Department”) staff.
- f. During breaks at the end of the fall and spring semesters, all students are required to vacate University housing before the time and date established for building closing and may not re-enter their buildings or rooms until break has ended.
- g. Students must follow all check-in and check-out procedures established by the Department and return all keys to Department staff.
- h. University will provide students in a timely manner with specific information regarding housing arrivals dates, departure dates, closings, and breaks, including applicable deadlines and fees.

#### 2. Meal Plans

- a. All residents are required to purchase an All-Access meal plan.
- b. Notwithstanding the foregoing, meal plans are optional for residents in Barnes Hall, Marshall Hall, Towson Run Apartments, and The Residences at 10 West Burke Avenue assigned to units on floors 6-15 (residents on floors 2 through 5 are required to purchase an All-Access meal plan).
- c. Meal service dates and hours will generally coincide with University housing occupancy periods. Specific information regarding dates, hours, and locations during which meal service is available will be established by the University each semester and made available to students.

#### 3. Eligibility

- a. To be eligible for University housing (at execution of this Contract and continuing throughout the Term), student is required to be a degree-seeking, admitted, and enrolled undergraduate University student carrying a minimum of 12 units per semester.
- b. Resident’s failure to carry the minimum number of course units at any time during the Term may constitute a breach under this Contract. Such a breach does not release resident from the financial responsibility for this Contract.
- c. Resident must have proper academic and disciplinary standing, as determined by the University.

#### 4. Housing Advance Payment

- a. All new incoming residential students shall make a non-refundable \$350 housing advance payment to reserve a space in University housing.
- b. The housing advance payment is non-refundable, but will be utilized as a credit on the student’s spring semester account if the student continues to live in University housing.
- c. The housing advance payment shall be forfeited and non-refundable if this Contract is cancelled or terminated for any reason prior to the end of the Term of the Contract.

#### 5. Assignments

- a. Student accept their initial housing assignments.
- b. The University will attempt to accommodate students’ requests as to specific building and roommate assignments; however, University does not guarantee that it will grant these requests and University’s denial of a request does not void this Contract.

- c. University will not consider room change requests during the first two weeks of each semester.
  - d. University may assign student to a "Fall Triple", i.e., a room for two students furnished for temporary occupancy by three students. Any resident who cannot be assigned to a regular space may be assigned to "overflow" housing, i.e., a temporary assignment until a permanent assignment is made.
  - e. Students residing in Living Learning Communities, alcohol free, or gender inclusive housing must maintain the requirements of the area or be subject to reassignment.
6. **Housing Accommodations - Office of Accessibility and Disability Services**
- a. Students requesting disability-related housing accommodations, including a service animal or emotional support animal, must register and submit appropriate documentation to the Office of Accessibility and Disability Services for consideration and approval. Students seeking disability-related housing accommodations are required to meet all published deadlines and follow all other accommodation procedures.
  - b. University will prioritize requests based on documented need and space availability. Accommodation requests must be submitted and reviewed on a yearly basis as per Department timelines for housing contract processes. While the Department will make every effort to honor a student's location preference, assignments are made based on the approved accommodation(s), and specific residence areas or buildings are not guaranteed.
7. **Fees and Payments**
- a. Fees for housing and dining services are approved by the University System of Maryland Board of Regents. Fees are subject to increase by the Board of Regents.
  - b. Fees must be paid in full in accordance with the procedures and deadlines established by the University.
  - c. Room rate fees vary depending on the student's housing assignment.
  - d. Students are not guaranteed a particular assignment or room rate.
  - e. When a resident's housing assignment is changed, the University will adjust the room rate fee, if necessary, to the appropriate fee, which shall be prorated as of the effective date of the re-assignment.
8. **Care of Housing and Dining Facilities**
- a. Residents are responsible for their individual actions, for the actions of their guests, and for proper use and care of the housing and dining facilities, assigned space, common areas and University property.
  - b. Resident agrees to use safety and security equipment within their assigned housing space and building appropriately; report damages, interrupted service or need for repairs; and assist the University in identifying individuals responsible for damage, theft or loss.
  - c. Resident is responsible for cleaning their room and bathroom (if applicable).
  - d. At check-out, each resident will return the assigned space and its University furnishings in the same condition as they were received, excepting normal wear and tear.
  - e. All University furnishings must be kept in the assigned space at all times, remain in an upright position on the floor and shall not be disassembled in any manner.
9. **Liability for Damages**
- a. Individual residents identified as responsible for damage, theft, loss, or special services (whether intentional or negligent) in their assigned space or in common areas of the housing and dining facilities will be charged the cost of repair, replacement, or restoration, within or to the assigned space or building or public areas, and any necessary cleaning charges.
  - b. When individual responsibility cannot be determined, residents may be held collectively responsible at the University's discretion for damage, theft, loss, or special service to the assigned space, to common areas or to university fixtures, furnishings, or property within them. An equal portion of the charges will be assessed to each student in the assigned space, building or residence area, as appropriate.
10. **Utilities, Cleaning and Repairs**
- a. The University will provide heat, water and electricity and will remove trash from designated areas and clean common hallways, floor lounges and public areas on a scheduled basis.
  - b. Each resident is responsible for maintaining their space in an orderly, safe, and sanitary condition at all times.
  - c. University will make all repairs and perform maintenance in University housing and the resident's room with authorized personnel upon request, on routine schedules, and under a system of priority scheduling.
  - d. Residents shall not perform their own repairs nor alter University furnishings or equipment.
  - e. Residents acknowledge and agree that interruptions to the services provided by the University pursuant to this Contract may occur by an act of God, limited or restricted control, or availability of resources as determined by the University, maintenance activities or other conditions reasonably beyond University's administrative control.
  - f. Standards and levels of services are determined by the University.

## 11. Resident Conduct

- a. Resident agrees to familiarize themselves with and abide by the rules, regulations, policies and procedures as outlined in the *Undergraduate Catalog*, "Policies, Procedures, and guidelines Affecting Students" on the University webpage, the University's Code of Student Conduct and any addenda thereto, and all other University policies, procedures, guidelines, and protocols, as amended from time to time.
- b. All such rules, regulations, policies and procedures, and any amendments to them, are incorporated by reference into this Contract.
- c. Resident agrees to take primary responsibility for their own safety and security and for the safety and security of their residence and dining communities.
- d. Each resident will ensure their roommate(s) has access to and equitable use of the assigned space.
- e. Smoking is prohibited inside all University housing. University is a smoke-free campus per the smoke free campus policy.

## 12. Use of/Change of Assigned Space

- a. The Department of Housing and Residence Life reserves the right to relocate a resident from one space to another in order to maintain the academic atmosphere and ensure student health, safety, well-being, maintenance issues and/or consolidation of spaces.
- b. The Assistant Vice-President of Student Affairs for Housing & Residence Life or their designee shall have the final decision on relocation matters.
- c. Resident-requested room changes may be made only with the written approval of the Department, in accordance with established procedures.
- d. When a vacancy occurs in their assigned room, the resident agrees to follow established procedures for the reassignment of another student to that space.
- e. When vacating an assigned space, residents must complete established check-out procedures.
- f. Each resident agrees to live only in the space to which they have been assigned (the bed and furniture for one student in a multiple occupancy room or the entire room in a single space); not to sublet or otherwise use or grant use of the assigned space or other University facilities for any unauthorized purpose; and not to sell, solicit or conduct a business enterprise in the assigned space or facilities without written permission from the Assistant Vice President of Student Affairs for Housing & Residence Life.

## 13. Room Entry, Inspection and Property Removal

- a. The University reserves the right to enter the student's room to enforce the Code of Student Accountability and University policies and regulations, and to otherwise carry out its responsibility to maintain discipline and order consistent with its educational mission.
- b. The right of entry shall include the right to inspect the room to protect the health and safety of students and University employees and/or agents, to maintain order and discipline, and to keep the rooms in good order and repair.
- c. In the event the University enters a student's room, it shall make reasonable efforts to provide the student assigned to the room reasonable notice of entry. Advance notice need not be given, however, if the University, in its sole and absolute discretion, believes that such notice will interfere with its ability to maintain order and discipline, or endanger the health and safety of students and/or university employees, or where immediate entry is deemed necessary to protect and/or to maintain property, or where immediate entry is otherwise allowed by law.
- d. When a student initiates maintenance or housekeeping requests, appropriate personnel are authorized to enter the room to provide service without notice.
- e. The University reserves the right to remove and dispose of any personal property remaining in a room following termination or expiration of this Contract, the resident's separation by or from the University, and/or the date of check-out. The student may be assessed a charge for costs incurred to remove and dispose of student's personal property.
- f. Residents may choose, at their own risk, to leave personal property in their assigned space during breaks; however, all students should remove any valuable personal property from their assigned rooms during closings.

## 14. Release from Liability

- a. The University will assume no responsibility for accident, personal injury, or illness sustained by residents, guests, or visitors, nor for the damage, theft, or loss of personal property.
- b. Resident hereby releases, indemnifies and holds harmless the University, its officers, employees, and agents from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation incurred by student, including but not limited to any such liability due in whole or part by any negligence on the part of the University or its officers, employees or agents, which may arise out of, relate to, or be a consequence of this Contract or the use or occupancy of the space (room or apartment) or building by the resident, guests, and invitees resident brings to the building.
- c. The University strongly recommends that resident secure private insurance protection against such harm or loss.

## 15. Review of Housing and Dining Status

- a. When the University determines that a resident has violated a provision of this Contract or any University policy, rule, regulation or procedure, including the Code of Student Accountability and/or policies for University housing, the resident shall be subject to administrative procedures and action, disciplinary procedures as described in the Code of Student Accountability, and/or financial responsibility for any damage, theft or loss.
- b. Administrative action may include termination of housing and/or dining services.
- c. The University may terminate housing services to a student whose meal service plan is terminated.
- d. The University may also take disciplinary and/or administrative action including terminating this Contract on account of a resident's violation of state or federal law.
- e. The University also reserves inherent authority to take prompt disciplinary and/or administrative action, including: (a) temporary suspension from University housing and/or dining privileges pending administrative and/or disciplinary action; and/or (b) termination of this Contract, when in its judgment there is a reasonable basis to believe such action is reasonably necessary to protect the safety, health, property and/or well-being of the resident or others.

## 16. Termination of Contract by the University

- a. The University may unilaterally terminate this Contract at any time and require the resident to forfeit immediately the assigned space and meal plan privileges when:
  - i. Resident's enrollment is canceled or enrollment contract is not accepted.
  - ii. Information furnished by or for the resident is incomplete, substantially misleading, or false in whole or in part.
  - iii. The resident is not properly registered, has ceased attending classes, is denied services from the University because of outstanding debts, is academically dismissed, is dismissed from the University or required to vacate University housing for administrative and/or disciplinary reasons, fails to carry at least 12 units per term, or for any other reason loses status as a student at the University. In such cases, the individual may be required to vacate the assignment and accept termination of the meal plan on the date of separation from the University or as otherwise specified in writing by the University.
  - iv. The University determines that the student has violated University rules, regulations or procedures. In such cases, the student may also be denied continued access to any University housing and/or dining facility.
  - v. University dining facilities are inadequate in number or physical condition to serve the student appropriately.
- b. When a resident's Contract is terminated, the resident must vacate the assigned space within 72 hours.
- c. The University retains the right and discretion to cancel the Contract when it is in the best interest of the University due to housing space limitations or other reasons.

## 17. Force Majeure

- a. If the University's performance hereunder is rendered impossible, hazardous, or is otherwise prevented, hampered, interrupted, impaired, or delayed due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riot, strike, labor difficulty, war (including civil war), embargo, epidemic, pandemic, evacuation, fire, flood, explosion, earthquake, quarantine restriction, any act or order of any civil or military authority, acts of any government or governing authority, and/or any other cause or event, similar or dissimilar, beyond the University's control (a "Force Majeure Event"), then the University shall be excused from performance of this Contract and will not have any liability in connection therewith.
- b. University and resident hereby acknowledge and agree that they are entering into this Contract at a time when COVID-19 has already disrupted and caused the termination or cancellation of preceding housing contracts from previous years.
- c. The parties also acknowledge and agree that, while the COVID-19 response and evolution of impact(s) is current and ongoing, COVID-19 is a Force Majeure Event, as defined above, and, with the knowledge that COVID-19 will continue to be a Force Majeure event for purposes of this Contract, notwithstanding, the parties wish to enter into this Contract with full knowledge and agreement that this Contract may be cancelled, terminated, or suspended under this paragraph.
- d. University shall not be responsible for any damages sustained by the resident by a Force Majeure Event.

## 18. Cancellation of Contract by the Student

- a. Resident can cancel this Contract upon documentation of acceptable grounds and subject to the payment of a cancellation fee as set forth herein. Resident must submit a written request for cancellation via The Student Housing Gateway Portal that includes third-party supporting documentation acceptable to the University supporting one of the reasons listed within this section. The student remains responsible for their obligations under this Contract unless and until: (i) the student receives written notice of that the University has approved the student's cancellation request, and (ii) the student follows the instructions within the notice. Submission of a Contract Cancellation Request does not guarantee approval. Each request will be reviewed and considered on its own merit.
- b. A student may request a release from this Contract only for the following reasons:
  - i. separation (e.g., transferring, withdrawing, suspension) from the University;
  - ii. graduating in December/January;

- iii. participation in a University-sponsored activity, such as student teaching, study abroad, exchange programs or internships, any of which are beyond a 20-mile radius from the assigned housing, or which may present a significant logistical challenge for the student to participate in the University-sponsored activity;
  - iv. enrolled in all online/remote classes;
  - v. military duty;
  - vi. marriage;
  - vii. pregnancy;
  - viii. existence of a documented injury, illness, medical condition, or other exceptional circumstance which cannot be accommodated within the University's housing system; and
  - ix. not carrying the minimum of 12 units.
- c. Any cancellation granted based on a resident request made under false pretenses will be deemed null and void, and the resident will remain subject to the terms and conditions of this Contract, reassigned to housing, and required to participate in an approved meal plan, unless the resident is reassigned to housing that does not require a meal plan. In addition, any cancellation made under false pretenses may result in referral of the resident to the Office of Student Accountability and Restorative Practices for disciplinary action.
- d. When a resident is released from their Contract, they must vacate the assigned space within 72 hours.
- e. **Fall Pre-Term Cancellation Fee Schedule.** A student who wishes to be released from this Contract prior to the first day of fall classes (the "Fall Pre-Term Period") but who does not meet the criteria listed for cancellation set forth above, may elect to pay a Fall Pre-Term Cancellation Fee and be released. A Fall Pre-Term Cancellation Request Form must be completed and submitted by the student before the first day of Fall Classes. The applicable Pre-Term Cancellation Fee amount will be assessed in accordance with the following fee schedule:

Pre-Term Cancellation Fee Amount	Start Date	End Date
No Fee	When university housing contract is released	May 15 <sup>th</sup>
\$350	May 16 <sup>th</sup>	June 15 <sup>th</sup>
\$550	June 16 <sup>th</sup>	July 15 <sup>th</sup>
\$700	July 16 <sup>th</sup>	August 25 <sup>th</sup>

- f. **Cancellation Fee.** Except for cancellations during the Fall Pre-Term Period, the University will assess a \$350 cancellation fee to student upon cancellation of this Contract (whether initiated by the University or at student's request) if the cancellation occurs before the 22<sup>nd</sup> calendar day of the Spring semester. The cancellation fee will be waived for students released for graduation and university-sponsored activities reasons outlined in paragraphs 18a<sup>ii</sup> and 18a<sup>iii</sup>.
- g. Resident may not assign this Contract nor assign any of its rights under this Contract. Any purported assignment of rights in violation of this Section is void.

## 19. Refunds

- a. If a student is approved for cancellation of this Contract and properly checks out of their assigned housing, the University may process a refund based on the percentage of student's applicable housing fee. Any refunds are subject to the schedule below and are based on the date that the student properly checks out of their assigned space:

Cancellation Schedule – Checkout Date	Refund Percentage
By the eighth (7 <sup>th</sup> ) calendar day after the official start of the semester	80% refund
Between the ninth (8 <sup>th</sup> ) and the twenty-first (20 <sup>th</sup> ) calendar day after the official start of the semester	60% refund
After the twenty-first (20 <sup>th</sup> ) calendar day following the official start of the semester	No refund

- b. If the contract is terminated by the University due to disciplinary reasons, it is the resident's obligation to pay the remaining room and board fees for the semester in which the violation occurred and/or the semester in which the decision is rendered remains in effect, and cancellation penalty as defined in Section 18F will be applied to the student's account.
- c. In accordance with this Contract, the housing advance payment is non-refundable.
- d. Students living in housing that requires a meal plan must cancel housing before requesting their meal plan cancellation.
- e. Meal plan refunds are prorated based on the date the cancellation request is received and the remaining weeks or meals left on the plan.
- f. Refunds cannot be backdated.

20. **Failure to Claim Services.** When a student fails to either: (i) claim keys at check-in, or (ii) notify the Department of delayed arrival by noon on the first day of the Term, the Department will terminate this Contract and the student, regardless of their University status, will be assessed a contract cancellation fee of \$350.

21. **Keys**
  - a. Resident shall not possess any key for University housing that was not issued to the resident by the Department.
  - b. Entry to any housing facility with an unauthorized key is subject to charges of illegal entry.
  - c. Duplication or sharing of University keys is prohibited.
22. **Health Insurance**
  - a. Students are required to carry health insurance and are legally responsible for any medical expense incurred during enrollment at the University. The University will not be responsible for any medical expenses incurred by the student.
  - b. If the student is not covered by a personal or family health insurance policy, the student is strongly encouraged to purchase the University's health insurance plan.
23. **Access to University Housing.** The University, its administrators, officers, employees and agents shall have access to University housing, including hallways and common areas, to perform University-related duties, including, but not limited to: working with University housing residents or implementing student services programs; performing custodial, maintenance and operational services; and performing safety, emergency, security, police or fire protection services.
24. **General Conditions.** This Contract is subject to the terms and conditions herein, as well as all current rules, regulations, procedures, and responsibilities stipulated within the Undergraduate Catalog, student handbooks, Code of Student Accountability and any addenda thereto, newsletters, announcements, or other relevant University documents as may be identified by the Department, and these documents together constitute the entire agreement between them as to the specific subject matter hereof. The University hereby grants to the student a revocable license to live in the University's housing, subject to the terms and conditions of this Contract. The parties agree that, notwithstanding any language to the contrary contained herein, this housing contract does not constitute the grant of a tenancy or leasehold to the student, and Maryland Annotated Code, Real Property Article, Title 8, Landlord and Tenant, does not apply to this housing contract. Furthermore, this Contract does not constitute owning or renting and occupying living quarters in Maryland for the purposes of the University System of Maryland Policy on Student Residency Classification for Admissions, Tuition and Change Differential Purposes. Failure to comply with the terms of this Contract may result in student conduct review and/or termination of the Contract at the discretion of the University.
25. **Confirmation of Contract.** The student (and parent or guardian if the student is under 18) must sign and submit this Contract without alteration. This Contract has not been accepted by the University nor does the student have permission to reside in University housing until they have been provided a confirmation of housing and dining services and/or a notification of room assignment. The student hereby agrees that they have read and understood this Contract and hereby acknowledge agreement with the terms and conditions hereof.

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