

This Agreement is between Marywood University (“University”) and the individual Student or Parent, Guardian, or other Guarantor (collectively “Student”) if Student is under 18 years of age. The University agrees to provide Student with space in University housing and a dining plan for the academic year provided that Student accepts the terms and conditions of the Agreement below.

1. Agreement Term

This Agreement is binding for the entire 2013-14 academic year consisting of both Fall and Spring semesters or remaining balance thereof. The terms of this Agreement are in effect upon the University’s receipt of the Agreement.

2. Residency Requirement

The University’s residency requirement is that all unmarried, full-time undergraduate students must reside in University housing during their first two years of enrollment unless they are at least 21 years of age or are living with their parents/guardians in their primary family homes that are within a 50 mile radius of the University’s campus.

3. Eligibility

Eligibility to live in University housing is limited to full-time University students and students enrolled in the University’s Intensive English or similar program. Full-time undergraduate students must be enrolled for a minimum of 12 credits each semester. This Agreement cannot be transferred or reassigned. Pennsylvania Law requires all students living in University-owned housing to show proof of vaccination against meningococcal meningitis or to sign a waiver from vaccination which is available from Student Health Services.

4. Room Deposit/Fees

All returning students must submit a completed Undergraduate Housing and Dining Agreement along with a non-refundable \$300 room deposit in order to secure a housing placement. The deposit will be credited to a returning Student’s account for the following semester. For incoming freshmen and transfer students residing on campus, the \$300 University deposit also serves as the room deposit; no additional room deposit is needed for these new students residing in University housing. By action of the Board of Trustees, the University reserves the right to change the Room/Housing Fee and/or Board Fees before or during the Agreement period. Payment of semester Room and Board Fees must be made by the dates set by the University.

5. Agreement Termination

The University may grant a termination of this Agreement to Student when one of the following conditions is verified: 1) termination of or withdrawal from University enrollment; 2) participation in student teaching, internship, or similar academic endeavor that requires off-campus housing; 3) required removal from University housing as determined by the University; 4) extraordinary financial hardship as determined by the University’s Director of Financial Aid or designee after review of appropriate documentation; or, 5) residence with parents/guardians within their family homes located within a 50 mile radius of campus. Student should not presume that termination is granted until formal notification of the decision is issued by the Director of Housing and Residence Life or designee. *Note: Commitment to housing off-campus while a Housing and Dining Agreement is in effect does not constitute a financial hardship nor is it grounds for release from this Agreement.* Failure to check in or move into University housing will not release Student from this Agreement. The University reserves the right to cancel this Agreement if Student changes enrollment status. If Student is released from the Housing and Dining Agreement between the time this Agreement is submitted and prior to the end of the second week of classes each semester, then Student is responsible for a \$300 fee for room charges and a prorated

portion of the board charges. If Student is permitted to be released from this Agreement after the conclusion of the second week of classes, the refund will be for a prorated portion of the board charges only. However, no refunds will be issued after the twelfth week of classes.

6. Occupancy Period

The Housing and Residence Life Office will notify Student of the dates for occupancy. During official University break periods, Student may only reside in University housing with prior approval provided additional charges are paid in full. *University Housing facilities close between Fall and Spring semesters.* Unless otherwise approved by the Director of Housing and Residence Life or designee, Student must vacate University housing within 24 hours after termination of this Agreement or change in his/her enrollment status; within 24 hours after a Student’s last final examination of each semester; or at the official closing time, whichever event occurs earliest. May graduates must vacate rooms by 6:00 p.m. on Commencement Day.

7. Room Assignment Policy

The Office of Housing and Residence Life has the responsibility for making housing assignments. The University, in accordance with applicable provisions of federal law, does not discriminate on the grounds of race, color, national origin, sex, age, or disability in the administration of any of its educational programs or activities, including admission and housing. Inquiries should be directed to Dr. Patricia Dunleavy, Assistant Vice President for Human Resources and Coordinator for Act 504 and Title IX. The University recognizes Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008. Students with disabilities who need housing or dining accommodations must submit appropriate documentation to the Office of Student Support Services, in order for reasonable accommodations to be granted. The Office of Student Support Services and the Office of Housing and Residence Life will partner with Student on a flexible and individualized basis to determine the appropriate housing and dining accommodations. The University’s failure to honor housing requests or assignments will not void this Agreement. The University reserves the right to accept, reject, change, consolidate, or cancel any room assignment at its discretion. A Student who refuses or does not welcome an assigned roommate may be held financially responsible for the full cost of the vacant space as determined by the Director of Housing and Residence Life or designee.

8. Dining Service

Unless residing in Woodland Residences, Student is required to purchase a University meal plan for which he/she is eligible. Meal plan changes may be made only during the first two weeks of classes each semester. The University may adjust meal hours and dining service locations in cases of emergency or for special University functions. Meal plans are not active during University Breaks. Refunds will not be made for missed meals.

9. Room Entry

The University reserves the right to enter Student’s room and/or living area to respond to emergencies, to perform routine maintenance work, to maintain an environment that promotes the health, safety, and welfare of all students, and to enforce University policies and/or federal, state, and local laws and regulations.

10. Damages

Student is responsible for the condition and proper care of the assigned accommodations. Upon moving into the assigned living area, Student should complete and sign a Room Condition Form (RCF) and submit it to Housing and Residence Life. The RCF will be considered an accurate and complete record of the contents and conditions of the assigned living area. The RCF will serve as the basis for check-out and damage charges, if any are assessed. Student agrees to pay for losses of University property and/or damages beyond normal wear and tear, as determined by the Director of Housing and Residence Life or designee, within the assigned accommodations. If two or more Students occupy the same room and/or living area and individual responsibility for loss or damage cannot be ascertained, charges will be divided and assessed equally between/among Students of that room or living area. All Students share responsibility for the condition of the common areas within their assigned living areas and may be assessed charges for losses of University property or damages beyond normal wear and tear, as determined by the Director of Housing and Residence Life or designee, to common areas of a floor/wing that cannot be attributed to a particular individual(s). Payment of these charges is due immediately upon the invoice being posted.

11. General Policies

Student must comply with all University rules, regulations, and policies set forth in the Marywood University *Student Handbook*, the Housing and Dining Agreement, the *Resident Handbook*, University catalogs,

and other official University publications and communications. University regulations have been designed to maintain an appropriate environment for the mutual benefit of all Students. The University may change rules and regulations during the term of this Agreement. Such changes will be publicized through notices before implementation, unless the health, safety, or welfare of persons using the facilities would be adversely affected by the delay, in which case implementation may be immediate. Should any provision of this Agreement be declared illegal or unenforceable, the remaining provisions shall remain in full force and effect.

12. Liability

The University shall not be liable, directly or indirectly, for loss of, or damage to, any personal property of Student or injury to Student anywhere on the premises. *Students are strongly encouraged to carry their own insurance protection against loss of, or damage to, personal property.* In the event that the assigned accommodations become unfit or unavailable for occupancy, the University reserves the right to reassign Student to alternative housing accommodations. If such housing is not available, the University may terminate this Agreement without further liability.

13. Jurisdiction

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, jurisdiction lying in the various Courts of the Commonwealth of Pennsylvania including the Courts of Common Pleas. Venue will be exclusive to Lackawanna County, Pennsylvania.

I have read, understood, and agree to the terms and conditions of this Marywood University Housing and Dining Agreement. I understand completely and fully accept my obligation to abide by University and Residence Life rules, regulations, and policies. I accept financial responsibility for the entire contract period.

Intending to be legally bound, the University and Student set their hands and seals this _____ day of _____, 2013.

MARYWOOD UNIVERSITY

Joseph X. Garvey, Jr., CPA
Vice President for Business Affairs and Treasurer

Date

STUDENT

Student Name (please print)

Student Signature

Date

-----Required only for Students who are under 18 years of age-----

Parent, Guardian, or Guarantor of Agreement Name (*Please print*)

Parent, Guardian, or Guarantor of Agreement Signature

Parent, Guardian or Guarantor of Agreement Address

Date