

DOMINICAN UNIVERSITY OF CALIFORNIA
2008-2009 ACADEMIC YEAR HOUSING AND DINING CONTRACT

STUDENT: _____

BUILDING/ROOM: _____

THIS CONTRACT MUST BE SIGNED AND SUBMITTED ON CHECK-IN DAY BEFORE YOUR ROOM KEY WILL BE ISSUED!!

This is an agreement between DOMINICAN UNIVERSITY OF CALIFORNIA, hereinafter "UNIVERSITY," and the undersigned STUDENT. The UNIVERSITY and the STUDENT both agree to enter into this agreement upon the following terms and conditions. This contract is non-transferable and may not be sold or reassigned. In the event STUDENT terminates this agreement, abandons the room, or the UNIVERSITY terminates for cause, the STUDENT shall remain financially responsible for all payments of room and board until the end of the contract period or until the UNIVERSITY secures a replacement. **If the agreement is terminated, the student agrees to pay a penalty of at least five hundred dollars (\$500.00) to the University.**

A. Terms of Agreement

1. **Term of Occupancy.** The term of this contract shall be for the ENTIRE 2008-2009 academic year and the scheduled dates of occupancy may be subject to change:

Fall Semester:

Halls Open – August 20, 2008 – (new students)
 August 23, 2008 – (returning students)
 Halls Close – December 13, 2008 (all students)

Spring Semester:

Halls Open – January 18, 2009 (all students)
 Halls Close – Day of last final exam (non-graduating students)
 Day after Commencement (graduating students)

If the STUDENT does not vacate by the time indicated, then the UNIVERSITY reserves the right to charge a \$100 per day holdover fee. Charges for room and board are due and payable by STUDENT as directed by the office of Financial Services in conjunction with other charges (i.e. tuition, fees, etc.). ROOM AND BOARD ARE NOT PROVIDED DURING THE BREAK BETWEEN SEMESTERS, AND STUDENTS MUST VACATE THEIR ROOMS FOR THE ENTIRE WINTER BREAK PERIOD.

2. **Price.** The prices for room and board vary depending on meal plan and occupancy rate:

Room Occupancy	Per semester	Room w/ Meals	10 Meal Plan - \$2,230	14 Meals - \$2,280	19 Meals - \$2,510
Single	\$4,180	→	\$6,520	\$6,570	\$6,810
Double	\$3,650	→	\$5,990	\$6,040	\$6,280
Triple or more	\$3,210	→	\$5,550	\$5,600	\$5,840

3. **Room Reservation Fee & Penalty.** The STUDENT shall pay a non-refundable room reservation fee of \$250 which will be applied to the STUDENT'S account. If the STUDENT does not move into their assigned room, they will be charged a \$500 penalty (see Section D:2).

B. University Responsibilities

1. **Room Assignment.** The UNIVERSITY shall assign the STUDENT to a specific room without regard to race, religion, sexual orientation, or national origin. During the term of this contract the UNIVERSITY shall have the right to reassign the STUDENT to a different room without the consent of the STUDENT.

The UNIVERSITY does not promise or guarantee specific rooms, halls, or roommates. A sleep surface is provided. Furnishings may vary per residence hall and room, and no guarantees are made.

The UNIVERSITY reserves the right to change the occupancy rate of any room at any time without the STUDENT'S consent. In the event that the occupancy rate is changed the UNIVERSITY will adjust the STUDENT'S room rate to a pro rated amount to reflect the change.

2. **Right of Entry.** The University reserves the right to enter any STUDENT'S room or apartment without notice for the following reasons:

- a) to show the room to a prospective student
- b) inspect for condition of room and compliance with safety regulations;
- c) repair, maintain, or clean;
- d) respond to reported or perceived emergency situations;
- e) enforce University policies and investigate possible violations thereof;
- f) inspect rooms and apartments to ensure that the building is vacated in fire drills, during vacation periods, and in health and safety emergencies.

Authorized representatives of the UNIVERSITY may respond to violations of law or policy discovered upon entering a STUDENT'S room or apartment. Rooms and apartments will be searched only with the voluntary consent of the STUDENT and typically 24 hours notice will be given unless an Administrative Search authorization has been granted by the Dean of Students, or designee or a search warrant has been issued by a court of law. The occupant(s) will be informed of the reason for any room or apartment search. STUDENTS are urged to review the full text of this policy in the Student Handbook.

3. **Meal Plan.** The UNIVERSITY shall provide the STUDENT with an option of three meal plans. The meal plan options are as follows:
- 19 meals per week (3 meals per day, Monday through Friday, with brunch and dinner on Saturday, Sunday, and selected Holidays)
 - 14 meals per week (Any 14 meals per week)
 - 10 meals per week (Any 10 meals per week)

The STUDENT **MUST** choose one of the three meal plans. If the STUDENT fails to indicate a choice, he or she will be automatically assigned to the 14 meals per week plan.

Meal plans may only be changed during the first week of the Fall and Spring semesters. To change plans the STUDENT must do so in writing, addressed to the Director of Housing. No credit or refund will be given for meals not eaten by the STUDENT. Each meal plan number is non-transferable and is for the exclusive use of the STUDENT to whom it is issued.

4. **Telecommunications.** The UNIVERSITY agrees to install and maintain at least one usable phone jack and its inside wiring per room.

5. **Cleaning.** The UNIVERSITY agrees to generally maintain and clean common areas of the residence halls. Common areas are to be defined by the Director of Campus Housing, but generally include common hallways, stairways, lounges, etc. STUDENTS are responsible for cleaning assigned rooms and bathrooms.

6. **Mailboxes.** The UNIVERSITY shall provide the STUDENT with the use of one Mailbox.

C. Student Responsibilities.

1. **Student Behavior.** The STUDENT agrees to abide by the Dominican University Student Code of Conduct. In addition, the STUDENT agrees to adhere to the spirit and letter of the DOMINICAN UNIVERSITY OF CALIFORNIA Student Handbook and the DOMINICAN UNIVERSITY OF CALIFORNIA Catalogue, each of which is hereby incorporated by reference into this contract. The STUDENT also agrees to adhere to any policies or rules created by the Director of Housing. The UNIVERSITY reserves the right to terminate this contract for any violation of University Policy.

The STUDENT also agrees to obey all federal, state, and local laws that are hereby incorporated by reference. The STUDENT agrees to respect the rights, privileges, and property of other members of the University community. The STUDENT agrees to refrain from doing anything that acts as a detriment to themselves, others, or the community.

If the STUDENT violates this section of the contract, the STUDENT agrees to perform and accept any disciplinary action deemed appropriate by the Student Judiciary Board or the Director of Housing, including the termination of this contract. In the event of dismissal, withdrawal from the University, or exclusion from on-campus housing due to disciplinary action, the student shall vacate the assigned room within 48 hours of notification. The STUDENT shall remain financially responsible for all payments of room and board until the end of the contract period or until the UNIVERSITY secures a replacement, whichever occurs earlier.

2. **Eligibility.** The STUDENT must be a regularly enrolled, full-time, registered student of DOMINICAN UNIVERSITY OF CALIFORNIA, as defined by the Director of Housing, for the term of this contract. If at any time the STUDENT fails to meet this classification, this contract shall be terminated at the discretion of the Director of Housing. However, the STUDENT, registered or not, shall be obligated to pay the UNIVERSITY for services received under this contract.

Additionally, in support of the academic mission of DOMINICAN UNIVERSITY OF CALIFORNIA, the STUDENT must maintain a minimum grade point average "GPA" to remain in the residence halls. If the STUDENT'S GPA falls below the minimum standards set, he or she will be placed on Residence Hall Probation for the following semester. If the STUDENT fails to sufficiently improve his or her GPA, this contract will become void at the discretion of the Dean of Students. If the STUDENT'S GPA later becomes sufficient, then the STUDENT may reapply for housing.

3. **Room Assignments.** The STUDENT shall not permit any other person to occupy his or her assigned space. Also, the STUDENT may not transfer to another UNIVERSITY housing space without first obtaining the expressed written permission of the Director of Housing. Permission to transfer is at the sole discretion of the Director of Housing, and unauthorized transfers will result in disciplinary action.

4. **Damage.** The STUDENT shall not change, modify, or alter any room, its fixtures, furnishings, equipment, or decoration without the written consent of the Director of Housing. The cost of any unauthorized change, loss or damage to the residence hall, any room, its fixtures, furnishings, equipment, or decoration shall be charged to the STUDENT if either the STUDENT or his or her guest or invitee is the cause. Reasonable costs will be established by the UNIVERSITY and payment of such costs shall be due and payable within 10 days of receipt of notice. The Director of Housing reserves the right to override the damage assessment on the Room Condition Report if damages are discovered after the STUDENT'S departure. Each STUDENT shall be liable for damage occurring to their assigned residence hall room and the cost of repairing such loss or damage shall be charged pro rata to each student

occupying the room, unless after reasonable investigation, the UNIVERSITY determines that the cause of such damage was beyond the reasonable control of the STUDENT.

If a STUDENT or his or her guest or invitee are the cause of any damage to the common or public areas of the residence hall, the STUDENT will be held responsible either individually, or jointly with other involved students, for any damages done to the common or public areas.

5. Keys. The STUDENT is responsible for the room key at all times once the key has been issued to the STUDENT. If the STUDENT loses or misplaces the key, the UNIVERSITY reserves the right to charge the STUDENT \$50 for a new key or \$250 for the cost of installing a new lock and issuing new keys.

6. Maintenance. It is the responsibility of the STUDENT to clean and maintain his or her room, bathroom, furnishings, and fixtures during the term of this contract. The STUDENT also agrees to leave his or her room in a clean and orderly condition at the termination of the contract. If this section of the agreement is not followed, the UNIVERSITY reserves the right to charge the STUDENT for cleaning.

D. Termination by Student.

1. Approval. The STUDENT may only terminate his contract with written approval of the UNIVERSITY. The granting of approval and the date of approval is at the sole discretion of the UNIVERSITY.

2. Liquidated Damages. In the event of a termination of the contract or abandonment by the STUDENT, or a termination for cause by the UNIVERSITY, the STUDENT agrees to pay the UNIVERSITY an administrative charge or liquidated damages fee of \$500 to cover the UNIVERSITY'S administrative costs resulting from the STUDENT vacating the room. It is and will be impractical and extremely difficult to determine the actual damages suffered by the UNIVERSITY in the event that the UNIVERSITY terminates for cause or STUDENT terminates this contract or abandons the room. The sum of \$500 represents a reasonable approximation of the damages the UNIVERSITY is likely to suffer from such a termination or abandonment.

E. General Provisions.

1. Fee Increases. The UNIVERSITY may, at its sole discretion, increase room and board fees up to 10% with 30 days notice.

2. Liability. The UNIVERSITY assumes no responsibility and provides no insurance or financial protection for the STUDENT'S personal property. This includes, but is not limited to automobiles parked on-campus, personal property in rooms, on-campus storage, any common areas, any property left after termination, etc. The UNIVERSITY does not offer renter's insurance, and encourages the STUDENT to acquire renter's insurance from an authorized agent.

The UNIVERSITY shall not be responsible for injuries, loss or damage, including death, due to STUDENT'S use of residence hall facilities, unless resulting from the negligence of the UNIVERSITY.

3. Waiver. Any waiver or non-enforcement by the UNIVERSITY of any term or condition of this contract shall in no way constitute a waiver of any subsequent breach of the same or any other term or condition of this contract. The UNIVERSITY'S acceptance of any rental payment after the STUDENT'S breach of any provision, other than the STUDENT'S failure to make timely payment of rent, does not constitute waiver of any rights contained herein.

4. Attorney Fees, Modification and Entire Agreement. The STUDENT agrees to pay all reasonable costs, attorney fees, and expenses that shall be incurred by the UNIVERSITY in enforcing this contract. Completion and delivery of this agreement by the STUDENT does not constitute acceptance by the UNIVERSITY. This agreement is approved and accepted by the UNIVERSITY only when signed by the representative of the Housing Office in the appropriate space contained herein. This Agreement constitutes the complete and entire agreement between the parties and may not be modified except in writing signed by both parties.

This is a legal binding contract. The undersigned STUDENT understands and agrees to abide by and be legally bound by the terms and conditions herein above.

Student:

_____/_____
Signature Date

Print Name

(_____)_____
Cell Phone

Parent or Guardian, if under 18:

_____/_____
Signature Date

Print Name