I am Distinctly Dominican . . .

Department of Housing / Meal Plan Application

DOMINICAN UNIVERSITY of CALIFORNIA 1890

STUDENT NAME:_____ **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 the STUDENT shall not assign it or attempt to sublet the premises

A. Terms of Agreement.

1. ***Term of Occupancy***. The term of this contract shall be for the ENTIRE 2012-2013 academic year and the scheduled dates of occupancy may be subject to change:

Fall 2012 Semester:

Open: August 15, 2012 (new students)

August 18, 2012 (continuing students)

Close: December 8, 2012 (all students)

Spring 2013 Semester:

Open: January 20, 2013 (all students)

Close: May 16, 2013 (non-grad students)

May 19, 2013 (graduating students)

2. *Winter Break*. STUDENTS MUST VACATE THEIR ROOMS FOR THE ENTIRE WINTER BREAK PERIOD.

3. *Holdover Fee*. If the STUDENT does not vacate the premises during the Winter break period or at the end of the term of occupancy, the UNIVERSITY reserves the right to charge a $100 per day holdover fee.

4. *Advance Cancellation*. The STUDENT may terminate this agreement and cancel a reservation for room and/or board by giving written notice to the Director of Housing at least thirty (30) days prior to the beginning of the occupancy period.

5. *Late Cancellation*. The STUDENT may request to terminate this agreement and cancel a reservation for room and/or board upon less than thirty (30) days' notice prior to the beginning of the occupancy period, or during the occupancy period, by submitting a written request to the Dean of Students, which request shall include the STUDENT'S statement of reasons. The UNIVERSITY may, in its sole discretion, grant or deny the request and may require the STUDENT to provide appropriate verification of the reasons supporting the request. If a request is granted during the occupancy period, the UNIVERSITY will assess the STUDENT pro rata charges and a late cancellation fee of $500.

7. *Room and Board Fees*. The fees for room and board vary depending on choice of meal plan and room occupancy. These fees may be paid in full in advance of the occupancy period or pursuant to a schedule provided by the Director of Housing which schedule, once provided to the STUDENT, becomes a part of this agreement and STUDENT agrees to make all payments promptly when due. The following room and board fees apply **per semester**:

Room Occupancy	Room Rate	10 Meal Plan $2,700	14 Meal Plan $2,750	19 Meal Plan $3.030
Single	$4,740	$7,440	$7,490	$7,770
Double	$3,940	$6,640	$6,690	$6,970
Triple or more	$3,240	$5,940	$5,990	$6,270

8. *License*. This agreement is a license only, and no lease or any other interest in real property is created.

9. *Unavailability*. In the event that the UNIVERSITY cannot provide housing due to conditions not reasonably foreseen at the time this agreement is entered into (but not as a result of conditions caused by the STUDENT), the STUDENT shall be entitled to a pro rata refund of any fees applicable to periods after the STUDENT was required to vacate. Such conditions include, but are not limited

to, damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; interruption of basic services because of labor strife; and a drop in the rate of cancellations not reasonably foreseen by the UNIVERSITY if such a drop results in an overbooking of available housing facilities.

B. University Rights and Responsibilities.

1. ***Room Assignment***. The UNIVERSITY shall assign the STUDENT to a specific room without regard to race, religion, sexual orientation, or national origin. The STUDENT may request a specific room, in which event the Director of Housing will reasonably endeavor to give priority to students on the basis of seniority. During the term of this contract the UNIVERSITY shall have the right to reassign the STUDENT to a different room, or change the room occupancy, at any time and without the consent of the STUDENT. In the event that the room occupancy is changed, the UNIVERSITY will adjust the STUDENT'S room rate to a prorated amount. The UNIVERSITY does not promise or guarantee specific rooms, halls, or roommates furnishings may vary by residence hall and room, and no promises or guarantees are made with regard thereto.

2. ***Right of Entry.*** The University reserves the right to enter any STUDENT'S room without notice for but not limited to the following reasons:

a) to show the room to a prospective student;
b) to inspect for condition of room and compliance with safety regulations;
c) to repair, maintain, or clean;
d) to respond to reported or perceived emergency situations;
e) to enforce University policies and investigate possible violations thereof.

Authorized representatives of the UNIVERSITY may respond to violations of law or UNIVERSITY policy discovered upon entering a STUDENT'S room. Rooms 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 their 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 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, of 10, 14 or 19 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. In order 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 is non-transferable and for the exclusive use of the STUDENT.

4. ***Termination***. The UNIVERSITY may terminate this agreement in its sole discretion, and assess the STUDENT for the price of room and board for the full occupancy period together with all nonrefundable fees upon the occurrence of any of the following: (a) the STUDENT'S abandonment of the premises; (b) the STUDENT'S violation of the rules of student behavior (Section C.1 herein); (c) the STUDENT'S loss of eligibility (Section C.2 herein); or (d) the STUDENT'S breach of any term or condition of this agreement, including failure timely to pay fees. In the event of termination by the UNIVERSITY, the UNIVERSITY shall provide the STUDENT not less than three (3) days written notice, except in cases of emergency. In the event the UNIVERSITY terminates this agreement, 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 satisfactory replacement, whichever occurs first.

5. ***Internet & Telecommunications***. The UNIVERSITY agrees to install and maintain data hub boxes (at least one per room); these boxes include connections for internet, cable TV, and telephone. The STUDENT agrees to strictly abide by the Information Technology (IT) policies contained in and referred to in the Dominican University Student Handbook.

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

7. ***Mailboxes***. The UNIVERSITY shall provide the STUDENT with the use of one mailbox.

C. Student Rights and Responsibilities.

1. Student Behavior. The STUDENT agrees to strictly abide by the Dominican University Student Handbook and the Residence Hall Policies and Guidelines and the Student Code of Conduct contained therein, and by all UNIVERITY policies and procedures, including any policies or rules as determined by the Office of Student Life. The UNIVERSITY reserves the right to terminate this contract for any violation of UNIVERSITY policy (Section B.4 herein).

The STUDENT agrees that the UNIVERSITY may, from time to time and without prior notice, promulgate and enforce additional rules and regulations which may be reasonably necessary or appropriate for the safety, care and cleanliness of the room or residence

hall, the general operation of the UNIVERSITY, or for the general welfare of the residents, and the STUDENT agrees to observe such rules and regulations.

The STUDENT also agrees to obey all federal, state, and local laws. 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 understands and agrees that disciplinary action may be taken by the Student Judiciary Board or the Director of Housing, including the termination of this contract, including dismissal, withdrawal from the UNIVERSITY, or exclusion from on-campus housing, in which event 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 first.

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. The UNIVERSITY reserves the right to terminate this contract for any loss of eligibility (Section B.4 herein). Additionally, in support of the UNIVERSITY'S academic mission, the STUDENT must maintain a minimum grade point average (GPA) of 2.00 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 shall be terminated at the discretion of the Director of Housing.

3. Room Assignments. The STUDENT shall not permit any other person, including any children of the STUDENT, to occupy his or her assigned space. Also, the STUDENT may not transfer to another UNIVERSITY housing space without first obtaining the 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 determined by the UNIVERSITY and payment of such costs shall be due and payable within 10 days of receipt of notice. The UNIVERSITY reserves the right to collect a security deposit of up to $500 from the STUDENT against which these costs may be deducted. The Director of Housing will complete a Room Condition Report upon the termination or expiration of this agreement, and the UNIVERSITY reserves the right to override the damage assessment on the Report if the Director of Housing discovers damages after the STUDENT'S departure.

Each student sharing a residence hall room shall be jointly and individually liable for damage occurring to that 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 the STUDENT or his or her guest or invitee is the cause of any damage to the common or public areas of the residence hall, the STUDENT will be jointly and individually liable 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 or expiration of the contract. If this section of the agreement is not followed, the UNIVERSITY reserves the right to charge the STUDENT for cleaning, and may deduct this cost from the STUDENT'S security deposit if a deposit has been collected.

7. ***Fire Safety***. The STUDENT understands and agrees to observe all fire safety measures. All persons are required to evacuate the residence hall any time an alarm sounds and follow evacuation instructions given by the hall staff. During an evacuation, staff may enter individual rooms to verify evacuation. No person is allowed to re-enter the hall during an evacuation until approved by staff or emergency personnel. Intentional misuse of, tampering with or obstruction of the fire safety system or fire fighting equipment (e.g., fire alarm, fire extinguisher, emergency exit signs, smoke detectors, fire sprinkler heads, etc.) is a violation of UNIVERSITY policy and local ordinances.

8. ***Dangerous Materials or Possessions***. The STUDENT shall not possess any firearm, ammunition, fireworks, explosives, highly flammable material, dangerous weapons or any other material or instrument which poses an unreasonable risk of damage or injury to the STUDENT, other residents or any member of the UNIVERSITY community.

9. ***Communicable Diseases***. The STUDENT understands and agrees to observe all medical safety measures. Any resident diagnosed with or suspected of having a communicable disease (e.g., influenza, measles, tuberculosis) may be sent home during the infectious period or quarantined in his or her room while waiting for a diagnosis. If the STUDENT is exposed to a communicable disease, he or she should make an appointment with student health services, to discuss the possible exposure, symptoms and treatment.

10. ***Quiet Hours***. The STUDENT understands and agrees to observe quiet hour guidelines as posted. During these times, all noise shall be held to a minimum. During all other times, reasonable respect of other residents should be shown.

11. ***Visitors***. The STUDENT shall permit no visitors, guests or invitees to enter the residence halls or private grounds except as permitted in UNIVERSITY policies, and shall be responsible for their behavior while they are on UNIVERSITY property.

D. 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 for the STUDENT'S personal property at any time, including periods when the STUDENT is not in occupancy or after the term of the occupancy has expired. Personal property includes, but is not limited to, automobiles parked on-campus, personal property in rooms, common areas or on-campus storage, and any property left after expiration or termination of this contract. If the STUDENT abandons the room, the UNIVERSITY may consider any personal property left on the premises also to be abandoned and may dispose of it at the STUDENT'S expense in any manner allowed by law. The UNIVERSITY shall not be responsible for bodily injuries, including death, property loss or damage, due to the STUDENT'S use of residence hall facilities, unless such injury loss or damage resulted from the negligence of the UNIVERSITY.

3. *Insurance.* The UNIVERSITY provides no insurance or financial protection for the STUDENT'S personal property at any time, including periods when the STUDENT is not in occupancy or after the term of the occupancy has expired. The UNIVERSITY encourages the STUDENT to acquire renter's insurance from an authorized agent.

4. *Taxable Possessory Interest*. It is the position of the UNIVERSITY that this agreement does not create a taxable possessory interest in real property. However, the STUDENT is hereby notified that a taxing authority may take a contrary view and may assess this agreement.

5. ***Waiver, Modification, Entire Agreement and Severability***. Any wavier 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. This Agreement constitutes the complete and entire agreement between the parties, supersedes all prior agreements, oral and written, and may not be modified except in writing signed by both parties. If any term of this agreement is found to be illegal, void or otherwise unenforceable, it shall be severed herefrom without affecting the validity of the remainder of the agreement.

6. ***Attorney Fees, Choice of Law and Acceptance.*** The STUDENT agrees to pay all fees and costs, including reasonable attorneys' fees, which shall be incurred by the UNIVERSITY in enforcing this contract. This Agreement shall be governed by and construed under the laws of the State of California. 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.

By signing my name, I understand that this is a legal binding contract. I acknowledge that I have read and I agree to abide by and be legally bound by the terms and conditions above.

Student Name (print): _____ **Student ID:** _____

Student Signature: _____ **Date:** _____

Parent or Guardian (if student is under 18years old at time of signature)

Parent Name (print): _____

Parent Signature: _____ **Date:** _____