

# DOMINICAN UNIVERSITY OF CALIFORNIA

## Department of Residence Life | Housing and Meal Plan Contract and Terms of Agreement

2021 – 2022 Academic Year

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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

### **I. Terms of Agreement.**

- A. Term of Occupancy.** The term of this contract shall be for the ENTIRE 2021-2022 academic year; August 18, 2021 through May 15, 2022. The scheduled dates of occupancy may be subject to change.
- B. Semester Break.** STUDENTS must vacate rooms for the duration of the scheduled semester break period, unless the UNIVERSITY gives advance approval.
- C. Holdover Fee.** If the STUDENT does not vacate the premises during the Semester Break period or at the end of the term of occupancy, the UNIVERSITY reserves the right to charge a \$100 per day holdover fee.
- D. Advance Cancellation.** The STUDENT may terminate this agreement and cancel a reservation for room and board by giving written notice to the Department of Housing and Residence Life by **MAY 1 (for Fall Semester) or DECEMBER 1 (for Spring Semester)**, prior to occupying the residence space.
- E. Late Cancellation.** The STUDENT may request to terminate this agreement and cancel a reservation for room and/or board after **MAY 1 (for Fall Semester) or after DECEMBER 1 (for Spring Semester)** prior to the beginning of the occupancy period, or during the occupancy period, by submitting a housing petition form to the Department of Housing and Residence Life. 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 late cancellation request is granted, the UNIVERSITY reserves the right to assess the STUDENT a cancellation fee of \$500.
- F. Priority Placement.** Incoming students who make a housing deposit by the priority deadlines (MAY 1 for Fall semester and DECEMBER 1 for Spring semester) are given priority for housing placement, as availability allows. Students who deposit after the priority deadlines are assigned to a room on a space available basis.
- G. 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 pursuant to a schedule provided by the UNIVERSITY which schedule, once provided to the STUDENT, becomes a part of this agreement and STUDENT agrees to make all payments promptly when due.
- H. License.** This agreement is a license only, and no lease or any other interest in real property is created.
- I. 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; room renovation; civil disorder; compliance with state or federal law; and interruption of basic services because of labor strife.

### **II. University Rights and Responsibilities.**

- A. 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 UNIVERSITY 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 may 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.
- B. Right of Entry.** The University reserves the right to enter any STUDENT room without notice for, but not limited to, the following reasons:
  - 1. to show the room to a prospective student;
  - 2. to inspect for condition of room and compliance with safety regulations;
  - 3. to repair, maintain, or clean;
  - 4. to respond to reported or perceived emergency situations;
  - 5. to enforce University policies and investigate possible violations thereof;
    - a) Authorized representatives of the UNIVERSITY may respond to violations of law or UNIVERSITY policy discovered upon entering a STUDENT room.
    - b) Typically rooms will be searched providing 24 hours notice 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.

- C. Meal Plan.** The UNIVERSITY shall provide the STUDENT with an option of meal plans. The STUDENT must choose one of these options. If the STUDENT fails to indicate a choice, he or she will be automatically assigned a plan. Meal plans may only be changed during the first two weeks of Fall and Spring semesters. In order to change plans the STUDENT must do so through the Department of Housing and Residence Life. 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.
- D. 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:
1. the STUDENT’S abandonment of the premises;
  2. the STUDENT’S violation of the rules of student behavior (Section III:A herein);
  3. the STUDENT’S loss of eligibility of housing (Section III:B herein); or
  4. the STUDENT’S breach of any term or condition of this agreement, including failure timely to pay fees.
- Additionally, the UNIVERSITY may terminate this Agreement in the event that the Institution, its buildings, property and/or facilities shall be destroyed or substantially damaged by events or causes beyond the reasonable control of the UNIVERSITY, including but not limited to: fire, floods, acts of God, acts, omissions or delays by any governmental authority, or other casualty; or in the event other circumstances render the fulfillment of this agreement impractical or impossible. UNIVERSITY shall provide notice as soon as practical in the event that this Agreement is being terminated pursuant to this section. In the event of termination by the UNIVERSITY, the UNIVERSITY shall provide the STUDENT not less than 48 hours 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.
- E. Internet.** The UNIVERSITY agrees to install and maintain internet access in residence halls. The STUDENT agrees to strictly abide by the Information Technology (IT) policies contained in and referred to in the Dominican University Student Handbook and on the University website.
- F. Cleaning.** The UNIVERSITY agrees reasonably to maintain and clean common areas of the residence halls. Common areas are to be defined by the UNIVERSITY, but generally include common hallways/stairways, lounges, and other shared space in the residence halls. STUDENTS are responsible for cleaning assigned rooms, bathrooms, and kitchens and living rooms.
- G. Mailboxes.** The UNIVERSITY shall provide the STUDENT with the use of one mailbox.

### **III. Student Rights and Responsibilities.**

- A. Student Behavior.** The STUDENT agrees to strictly abide by all federal, state, and local laws, all UNIVERSITY policy and procedures, including the Dominican University Student Handbook, the Student Code of Conduct, and all Residence Hall Policies and Guidelines. The UNIVERSITY reserves the right to terminate this contract for any violation of UNIVERSITY policy (Section II:D herein).
1. 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.
  2. The STUDENT agrees to respect the rights, privileges, and property of all members of the UNIVERSITY community. The STUDENT agrees to refrain from doing anything that acts as a detriment to themselves, others, or the community.
  3. If the STUDENT violates this section of the contract, the STUDENT understands and agrees that disciplinary action may be taken by the UNIVERSITY, including the termination of this contract, dismissal from the UNIVERSITY, or exclusion from on-campus housing, in which event the STUDENT shall vacate the assigned room within 48 hours notice. 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.
- B. Eligibility.** The STUDENT must be a regularly enrolled, full-time, registered student of DOMINICAN UNIVERSITY OF CALIFORNIA for the term of this contract. The UNIVERSITY reserves the right to terminate this contract for any loss of eligibility (Section II:D herein).
1. Students not considered full-time (i.e. fewer than 12 units) may be granted permission by the Department of Housing and Residence Life to reside on campus.
  2. 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 may 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 UNIVERSITY.
  3. The STUDENT must be in good standing with the Office of the Dean of Students. Those deemed not in good standing may not be eligible (Section II:D:3 herein).

- C. Room Assignments.** The STUDENT shall not permit any other person, including any children/parents/members of family/friends 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 UNIVERSITY. Permission to transfer is at the sole discretion of the Office of Housing and Residence Life, and unauthorized transfers will result in disciplinary action.
- D. Damage.** The STUDENT shall not change, modify, or alter any room, its fixtures, furnishings, equipment, or decoration without the written consent of the Department of Housing and Residence Life. 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 Department of Housing and Residence Life 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 UNIVERSITY discovers damages after the STUDENT'S departure.
1. Each student sharing a residence hall room shall be 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.
  2. 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.
- E. 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 per key and \$250 for the installation of a new lock.
- F. Maintenance.** It is the responsibility of the STUDENT to clean and maintain his or her bedroom, bathroom, and shared living rooms and kitchens (in apartments/suites), 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 all expenses related to cleaning.
- G. Fire Safety.** The STUDENT understands and agrees to observe all fire safety measures. All persons are required to evacuate the building any time an alarm sounds and follow evacuation instructions. 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 firefighting equipment (e.g., fire alarm, fire extinguisher, emergency exit signs, smoke detectors, electric panels, fire sprinkler heads, etc.) is a violation of UNIVERSITY policy and local ordinances.
- H. Dangerous Materials or Possessions.** The STUDENT shall not possess any firearm, ammunition, fireworks, explosives, flammable material, dangerous weapons, or any other material or instrument which poses an unreasonable risk of damage or injury to the STUDENT, any member of the UNIVERSITY community, or UNIVERSITY property.
- I. 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, virus) may be sent home, at the STUDENT'S expense, during the infectious period or quarantined in his or her room while waiting for a diagnosis.
1. Any STUDENT not vaccinated against communicable diseases may be required to vacate the residence halls, at the STUDENT'S expense for a period of time designated by the UNIVERSITY in consultation with medical professionals.
- J. Courtesy/Quiet Hours.** The STUDENT understands and agrees to observe courtesy/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.
- K. 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.

#### **IV. General Provisions.**

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

2. 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 gross negligence of the UNIVERSITY.
- C. **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.
- D. **Indemnification.** The STUDENT shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the UNIVERSITY and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys’ fees (collectively, “claims”), arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to (i) any breach of this Agreement; (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the indemnified Party. The provisions of this paragraph shall survive the termination of this Agreement with respect to any indemnifiable actions occurring prior to such termination of this Agreement.
- E. **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.
- F. **Waiver, Modification, Entire Agreement and Severability.** 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. 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 here from without affecting the validity of the remainder of the agreement.
- G. **Release.** You agree to release the University, its trustees and officers, its employees, and agents from any and all damages, liability, claims, expenses, or loss (collectively, “Claims”) resulting from or arising out of your use of University facilities (University Housing or Rec Centers, or Training Facilities, etc.\*), or participation in our programs including those with the potential exposure to contagious diseases like COVID-19. Furthermore you agree to indemnify and hold harmless the University, its agents, and employees from any Claims resulting from or arising out of your breach of the terms and conditions of (your housing contract, the behavioral expectations set by the College related to social distancing, etc.\*) You understand that by participating in this activity (or living in campus housing, etc.\*), you are assuming the risks associated with the activity and, as in any activity involving other persons, those risks include potential exposure to contagious diseases, including COVID-19.
- H. **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.

V. **Acceptance of Terms**

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): \_\_\_\_\_ DUC Student ID: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Meal Plan Selection (please choose one):  10  14  19 meals per week (not required for Townhome residents)

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

Parent / Guardian Name (print): \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_