TERMS AND CONDITIONS FOR DEPAUL UNIVERSITY STUDENT HOUSING – 2015 – 2016

This Agreement is for the use of one assigned bed space in on-campus housing either on DePaul University’s Lincoln Park campus or the University Center of Chicago (“University Center”). The residence halls on DePaul University’s Lincoln Park campus are owned by DePaul University (“DePaul”). The University Center is owned by Educational Advancement Fund, Inc. (EAF). EAF’s members are Columbia College of Chicago, DePaul University and Roosevelt University (Member Schools). EAF has retained CBRE as Facility Manager (UC Facility Manager). The UC Facility Manager and EAF will retain other subcontractors and agents.

1. PAYMENT: The resident accepts responsibility for payment at the established rates, which shall be available from the DePaul University Department of Housing Services (“Housing Services”) by April 1, 2015. This Agreement is not binding for new, incoming students until a prepayment of $200 or an approved waiver is received by DePaul. Agreements for new incoming students will not be processed without receipt of this $200 prepayment or a waiver approved by DePaul. The entire prepayment will be applied to any future charges posted to the resident’s DePaul financial account whether related to student housing or otherwise. No prepayment is required for continuing DePaul students.

2. TERM: The term of this Agreement shall be the Academic Year 2015-2016, or remaining portion thereof, beginning on the earlier of (a) a resident’s first date of occupancy or (b) September 5, 2015 for students in programs that run on quarters and August 17, 2015 for students in programs that run on semesters. This Agreement shall terminate 24 hours after the resident’s last spring quarter/semester final examination. Any student who lives in on-campus housing during the current academic year may apply separately for summer on-campus housing. On-campus housing during the break between the end of fall quarter/semester and the start of winter quarter/spring semester is not included in the term of this Agreement, except for residents of Centennial Hall, Sheffield Square, McCabe Hall, Vincent and Louise House, Sanctuary Hall, Sanctuary Townhomes and University Center. However, even for residents where on-campus housing during the winter break is included in the term of this Agreement (see list above); residents who are not returning for the winter quarter/spring semester are required to move out at the conclusion of the fall quarter/semester; failure to comply may result in an improper move fee. Early arrivals and late departures must be approved in advance by DePaul/UC Facility Manager. Early arrivals and late departures may result in additional costs to the resident.

3. POLICIES: The Guide to Student Housing for Lincoln Park and the Guide to Student Housing for University Center, both available online at offices.depaul.edu/housing, are hereby incorporated into and made part of this Agreement as applicable to residents in each location. The University Center Resident Handbook, available online at universitycenter.com/handbook, is also hereby incorporated into and made a part of this Agreement for residents of the University Center. This Agreement, together with the Guide to Student Housing, the DePaul Code of Student Responsibility, and, for residents in University Center, the University Center Resident Handbook, constitutes the full and complete terms and conditions of this Agreement. Additionally, residents must abide by all policies and procedures applicable to residents, including policies promulgated by Housing Services, Residential Education, the Dean of Students, and in the case of University Center, the UC Facility Manager. DePaul/UC Facility Manager reserves the right to change these policies and procedures, including the documents mentioned above, at any time, provided such changes are announced via office publications, e-mail, or websites. Residents assume full responsibility for ensuring that their guests abide by these policies and procedures, and may be held responsible for the conduct of their guests in violation of any policy or procedure.

4. LEGAL AND BINDING: This Agreement is not a lease (and as such is not subject to the restrictions of the Chicago Residential Landlord and Tenant Ordinance) nor does it provide any property interest. As indicated in Section 1 above, this Agreement obligates a resident to pay the designated room and board payment at the established rate for the entire term of this Agreement (or remaining portion from the effective date). If the resident does not check in and assume occupancy of the assigned space by the first day of classes for the first quarter or semester in which this Agreement shall be in effect, the resident may be reassigned to another space but, as explained in Section 5, will remain responsible for cancellation fees up to the amount of full room and board payment for the entire term of this Agreement. A resident who must arrive to campus after the scheduled move in date may hold their original space by notifying DePaul in writing prior to the effective date of this Agreement, though the resident will still be charged
according to the start date of this Agreement. Submission of this Agreement acknowledges permission to release your name and contact information to assigned roommates. Submission also acknowledges that you have read, understand and agree to the terms and conditions of this Agreement.

5. CANCELLATION: All cancellation notifications must be made in writing; verbal cancellations will not be honored. Cancellations are subject to cancellation fees as follows:

No cancellation fee – No cancellation fee will be charged to students who (1) cancel while they are still on the housing waiting list; (2) have not been confirmed for a space; (3) are new incoming, first-year, non-transfer students who cancel prior to May 1, 2015; or, (4) are new incoming, transfer students who cancel prior to June 15, 2015. New incoming, first-year students and transfer students who have submitted a $200 prepayment will have their $200 prepayment refunded if they cancel prior to the deadline listed above.

$500 cancellation fee – New, incoming students who are confirmed for housing and who cancel after the deadlines listed below but prior to their scheduled move in date or first day of occupancy:
- May 1, 2015 for all first-year, non-transfer students
- June 15, 2015 for all transfer students

$1,000 cancellation fee – A $1,000 cancellation fee will be assessed for all (1) continuing students who cancel after being confirmed for housing and prior to their first day of occupancy; (2) students who cancel due to a voluntary withdrawal from the university after the start date of this Agreement; and, (3) students who are academically dismissed from the university.

Equal to 50 percent of the housing charges cancellation fee – A cancellation fee equal to 50 percent of the housing charges for the remainder of the full-length of this Agreement will be assessed for all enrolled students who (1) cancel after they have been confirmed for housing (whether new or continuing students) and once this Agreement has started; (2) cancel after occupying a residential space for this Agreement; or, (3) are judicially removed from campus housing or dismissed from the university.

Students who have occupied a residential space are also subject to a pro-rated daily room charge of 100 percent until the checkout process has been successfully completed according to applicable procedures.

6. ELIGIBILITY: Residential spaces in DePaul's Lincoln Park campus residence halls are intended for the use of full-time undergraduate students. Part-time and non-undergraduate students may be accommodated on the Lincoln Park campus as space permits. DePaul's residential spaces in the University Center are intended for the use of full-time undergraduate, graduate and law students. Part-time students may be accommodated as space permits. Residents who lose their eligibility to live in on-campus housing because of academic standing must inform DePaul. Any resident who is not enrolled in classes as of the last day to add classes for any academic quarter or semester will have their Agreement administratively canceled and will be required to move out of student housing within 24 hours of notification. The resident may be subject to cancellation fees as indicated in Section 5 of this Agreement unless enrollment or pending enrollment for that quarter or semester can be adequately validated by the resident or unless another administrative exception is approved by DePaul. On-campus housing is not guaranteed for any student. Neither DePaul nor the resident has an obligation to renew this Agreement.

7. MEAL PLANS:

LINCOLN PARK: Quarterly meal plans are required for residents living in all Lincoln Park on-campus housing, with the exception of The Vincent and Louise House. Freshmen residents of Belden-Racine, Clifton-Fullerton, Corcoran, Munroe, Seton and University halls are required to purchase the “DePaul Plan” as a minimum for each of the first two quarters and may request to reduce to the “Lite Plan” as a minimum for the spring quarter. Continuing and transfer residents in these traditional style halls are required to purchase the “Lite Plan” as a minimum for each quarter. All residents in Centennial, Sheffield Square, McCabe (apartment standard unit types), Sanctuary and Sanctuary Townhomes are required to purchase the “Apartment Plan” as a minimum for each quarter. Residents living in McCabe efficiency apartment types (do not have a full kitchen) are required to purchase the “Lite Plan” as a minimum for each quarter and agree to the terms and conditions of this Agreement.

A $1,000 cancellation fee will be assessed for all enrolled students who (1) cancel while they are still on the housing waiting list; (2) have not been confirmed for a space; (3) are new incoming, first-year, non-transfer students who cancel prior to May 1, 2015; or, (4) are new incoming, transfer students who cancel prior to June 15, 2015. New incoming, first-year students and transfer students who have submitted a $200 prepayment will have their $200 prepayment refunded if they cancel prior to the deadline listed above.

$500 cancellation fee – New, incoming students who are confirmed for housing and who cancel after the deadlines listed below but prior to their scheduled move in date or first day of occupancy:
- May 1, 2015 for all first-year, non-transfer students
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Equal to 50 percent of the housing charges cancellation fee – A cancellation fee equal to 50 percent of the housing charges for the remainder of the full-length of this Agreement will be assessed for all enrolled students who (1) cancel after they have been confirmed for housing (whether new or continuing students) and once this Agreement has started; (2) cancel after occupying a residential space for this Agreement; or, (3) are judicially removed from campus housing or dismissed from the university.

Students who have occupied a residential space are also subject to a pro-rated daily room charge of 100 percent until the checkout process has been successfully completed according to applicable procedures.
of the first two quarters and may request to reduce to the “Apartment Plan” as a minimum for the spring quarter. The Lincoln Park meal plans operate on a declining balance structure (the balance of the plan is reduced as purchases are made). Meal plan values for current DePaul students will roll forward from quarter to quarter until the conclusion of spring quarter 2017. After this date, unused meal plan balances will be forfeited. Students should review the meal plan brochure, which details all meal plan guidelines.

UNIVERSITY CENTER: A minimum of the “Basic Plan” is required for University Center residents in quad semi-suites, deluxe semi-suites, and private room suites. No meal plan is required for residents in four-person four-bedroom apartments, four-person two-bedroom apartments or studio apartments. Meal plans for University Center residents cannot be lowered or cancelled after the first week of classes for each quarter/semester. University Center meal allocations are only valid while DePaul classes are in session. Flex spending dollars may be used at any time during this Agreement period. Students should review the University Center Guide to Student Housing, which details all meal plan guidelines.

8. ASSIGNMENTS: Resident placements are made by DePaul. Roommate requests will be considered but cannot be guaranteed. All published housing rates are based on full occupancy of each room, suite or apartment (ranging from one to eight residents). Residents who occupy a residential unit below the designated capacity may be assigned additional roommates, if available, or may be moved to fill other vacancies. If space permits, and at the discretion of DePaul, residents may be given the option to buy-out a vacant space in a room, suite or apartment. If a new resident is assigned to a vacant space in a room, suite or apartment, DePaul/UC Facility Manager will attempt to give current residents at least 24 hour notice prior to the arrival of the new resident. DePaul, whose judgment shall be final, retains sole discretion to reassign residents to other campus accommodations in order to fill vacancies or provide repairs or improvements, as is occasionally necessary, to maintain efficient operation of the premises and protection of its occupants. DePaul also reserves the right to add additional occupants to units on a temporary basis in the case of a campus emergency, e.g. fire, flooding. Residents may apply for a room change following the process outlined in the Guide to Student Housing. If residents are assigned a new space their housing charges will be prorated for each space based on the rate for that room type. Under no circumstances will DePaul make assignments or approve any room changes based upon race, sexual orientation, physical or mental ability, age, national origin or religion.

9. CONVERTED AND TEMPORARY HOUSING: The demand for student housing often exceeds supply. In an effort to provide housing to as many students as possible, some confirmed residents will be placed in converted spaces or may be assigned to a temporary housing space. Converted spaces are regular residential spaces that have been converted from a double space to a triple space. Temporary spaces are (1) study lounges located within the residential halls that have been furnished as a two or three person residential room, (2) residential spaces on campus that are held in reserve for emergency use, (3) residential spaces on campus where additional furnishings are added on a temporary basis, and (4) vacant residential spaces where a resident may be placed into on a temporary basis. All residents in a converted space will receive a 20 percent housing credit. If occupancy of a converted space returns to the original designed capacity, the 20 percent credit will cease. A 20 percent credit will be given to residents of temporary spaces until they are relocated to a permanent residential space. Once the resident in a temporary space is assigned to a permanent space, they will be required to move and charged the full, pro-rated amount for the new space, and the 20 percent credit will cease. This credit does not apply to suitemates or meal plans, or to a reassignment to a temporary space for emergency purposes.

10. ACCESS: DePaul and the UC Facility Manager reserve the right to enter any housing space for a variety of reasons, including, but not limited to: conducting inspections; making necessary repairs, alterations, or improvements; supplying necessary services; when there is reasonable cause to believe a violation of DePaul or University Center policy has occurred, is occurring or is likely to occur; exhibiting the premises to service personnel or contractors; or as is otherwise necessary in the operation and protection of the premises or occupants therein. In the case of an apparent or actual emergency or a potential violation of policy, DePaul or the UC Facility Manager may enter a housing space, at any time, without prior notice. In all other situations, DePaul or the UC Facility Manager shall attempt to arrange for entry into a housing space with one or more occupants of the room, suite or apartment. If reasonable arrangements are impractical or refused, entry shall be made upon 24-hour notice.

11. CARE OF FACILITIES: DePaul shall keep all housing premises in Lincoln Park in reasonable repair during the term of this Agreement, including maintaining the premises in compliance with applicable regulations imposed by
appropriate governmental authorities. The UC Facility Manager shall keep all housing premises in University Center in reasonable repair during the term of this Agreement, including maintaining the premises in compliance with applicable regulations imposed by appropriate governmental authorities. As applicable, DePaul or the UC Facility Manager will endeavor to make all necessary repairs to a housing space within a reasonable timeframe after receipt of written notice from the resident requesting the repairs via established procedures. In the event of an emergency maintenance issue, the resident must ensure that the concern is promptly called in to the appropriate office; DePaul or the UC Facility Manager, as applicable, will endeavor to make emergency repairs within a reasonable timeframe. The resident shall maintain the housing space in a clean and orderly condition and make no alterations to the premises, including, but not limited to: installing locks or safes; erecting partitions or attaching anything to ceilings, walls, floors or exteriors. Residents agree to pay for any damage and cleaning charges to their assigned room, suite or apartment (less reasonable wear and tear), as well as any charges for missing items from their room, suite or apartment. When damage occurs in common areas and the source of the damage is not known, charges will be split among the community of that room, suite, apartment or facility as appropriate.

12. HOLD HARMLESS:

LINCOLN PARK RESIDENCE HALLS: The resident agrees to hold harmless, release, defend and indemnify DePaul and its agents, employees, faculty, trustees, officers and directors (each hereinafter a “Released Party”) from any and all claims, lawsuits, actions, costs, damages, liability or losses, including attorney's fees costs and expenses that a Released Party incurs as a result of a breach of this agreement by the resident. Resident also agrees to hold harmless, release, defend and indemnify each Released Party from all liabilities and claims for injury or death to persons (including the resident) or damage or theft to property arising from occupancy or use of the unit and DePaul premises, including those injuries and damages caused by the Released Party’s alleged or actual negligence, illegal conduct, misuse of premises or violation of DePaul policy. In consideration of occupancy of the unit, the resident contractually agrees that all claims included within this provision, including those claims for injury or death shall be governed by Illinois law and exclusive jurisdiction shall be in Cook County, Illinois. The provision shall be binding to the fullest extent permitted by law. If any term of this provision is found unenforceable, the remaining terms shall be enforceable. Additionally, the resident understands that DePaul does not provide protection against lost, damaged, or stolen personal property, and that DePaul advises residents to obtain appropriate insurance coverage in order to obtain such protection.

UNIVERSITY CENTER: The resident agrees to hold harmless, release, defend and indemnify EAF, U.S. Equities Student Housing LLC, Columbia College of Chicago, DePaul University and Roosevelt University, their respective subsidiaries, affiliates and their respective agents, employees, faculty, trustees, assignees, officers, directors and members (each hereinafter a “Released Party”) from any and all claims, lawsuits, actions, costs, damages, liability or losses, including attorney's fees, costs and expenses that a Released Party incurs as a result of a breach of this agreement by the resident. Resident also agrees to hold harmless, release, defend and indemnify each Released Party from all liabilities and claims for injury or death to persons or damage or theft to property arising from occupancy or use of the unit and the DePaul and University Center premises, including those injuries and damages caused by the Released Party’s alleged or actual negligence, illegal conduct, misuse of premises or violation of DePaul or University Center policy. In consideration of occupancy of the unit, the resident contractually agrees that all claims included within this provision, including those claims for injury or death shall be governed by Illinois law and exclusive jurisdiction shall be in Cook County, Illinois. The provision shall be binding to the fullest extent permitted by law. If any term of this provision is found unenforceable, the remaining terms shall be enforceable. Additionally, the resident understands that DePaul, EAF or the UC Facility Manager does not provide protection against lost, damaged, or stolen personal property, and that DePaul advises students to obtain appropriate insurance coverage in order to obtain such protection.

13. MEDICAL COVERAGE: Residents living in Lincoln Park on-campus housing are required to maintain personal healthcare insurance during the period they reside in Lincoln Park on-campus housing. DePaul automatically provides access to university health services for all on-campus, Lincoln Park residents for a nominal quarterly fee. Residents may opt-out of the university coverage by contacting the Dean of Students Office, within the first three weeks of classes, and providing proof of healthcare insurance. The medical fee will not be refunded, once a resident has checked into their residential space, without providing proof of healthcare insurance. Residents living in the University Center are not required to maintain personal healthcare insurance but are encouraged to do so. Additionally, residents of University Center may purchase the DePaul Medcare plan but note health services under this plan are only available
at the Lincoln Park Campus. For information about purchasing DePaul Medcare please visit: http://studentaffairs.depaul.edu/hpw/resources/docs/DOS_SAGE_Health_Services_Brochure.pdf.

14. MISCELLANEOUS: This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this Agreement agree to use the State of Illinois for jurisdiction. This Agreement, as described in Section 3, embodies the entire understanding between and among the parties, and may not be amended or changed in any way except by written instrument signed by the parties. If any portion of this Agreement is held to be illegal, invalid or unenforceable, it is the expressed intention of the parties that the remainder of this Agreement shall not be affected thereby. This Agreement may not be assigned without the written consent of the non-assigning party. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.