This Agreement is for the use of one assigned bed space in 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 University Center Property LLC. DePaul University is a master tenant in the University Center. University Center Property LLC has retained Everest Campus Chicago LLC as facility manager for the University Center. University Center Property LLC and Everest Campus Chicago LLC will retain other subcontractors and agents. University Center Property LLC and Everest Campus Chicago LLC are referred to collectively in this Agreement as "UC Facility Manager."

1. PAYMENT: The resident accepts responsibility for room and board payment at the established rates, which shall be available from the DePaul University Department of Housing Services ("Housing Services") by April 1, 2017. A prepayment of $400, or an approved waiver, must be received for new incoming students. The Housing Agreement will not be processed without receipt of this $400 prepayment or an approved waiver. The entire prepayment will be applied to any future charges posted to the student's DePaul financial account whether related to campus housing or otherwise. No prepayment is required for students who were enrolled at DePaul during the 2016-17 academic year.

2. TERM: The term of this Agreement shall be the Academic Year 2017-18, or remaining portion thereof, beginning on the earlier of (a) a resident's first date of occupancy or (b) September 2, 2017 for students in programs that run on quarters and August 19, 2017 for students in programs that run on semesters. This Agreement shall terminate 24 hours after the resident's last spring quarter/semester final examination. Campus housing during December Intersession and the remaining winter break period 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, Courtside Apartments, Sanctuary Hall, Sanctuary Townhomes and University Center. However, even for residents where campus housing during the winter break period 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. Any student who lives in campus housing during the current academic year may apply separately for December Intersession and/or summer quarter campus housing. Early arrivals and late departures must be approved in advance by DePaul. Early arrivals and late departures may result in additional costs and/or fees 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 DePaul Code of Student Responsibility, available online at depaul.edu, and the University Center Resident Handbook, available online at universitycenter.com, are also hereby incorporated into and made a part of this Agreement as applicable to residents in each location. 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 binding once completed by the student and received and processed by Housing Services; housing is not guaranteed until confirmed in writing by Housing Services. 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 on the earlier of (1) the first day of classes for the first quarter or semester in which this Agreement shall be in effect; or (2) the first day of the start of the agreement, 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 Housing Services 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 directly to Housing Services; verbal cancellations will not be honored. Housing cancellation requests are separate from cancelling or withdrawing with DePaul University’s Admission Office, Student Records, or other DePaul University offices. 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, 2017; or, (4) are new incoming, transfer students who cancel prior to June 15, 2017. New incoming, first-year students and transfer students who have submitted a $400 prepayment will have their $400 prepayment refunded if they cancel prior to the deadline listed above.

**$400 cancellation fee** – New, incoming students who (1) are confirmed for housing and who cancel after the deadline listed below and prior to the earlier of their scheduled move in date or first day of occupancy; or, (2) who are confirmed after the deadlines listed below and cancel prior to the earlier of their scheduled move in date or first day of occupancy:

- May 1, 2017 for all first-year, non-transfer students (including new graduate and law students)
- June 15, 2017 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 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 for judicial reasons.

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 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 campus housing within 24 hours of notification unless enrollment or pending enrollment for that quarter or semester can be adequately validated. The resident will be subject to cancellation fees as indicated in Section 5 of this Agreement. Campus housing is not guaranteed for any student. Neither DePaul nor the resident has an obligation to renew this Agreement.
7. MEAL PLANS:

DEPAUL: Quarterly meal plans are required for residents living in all Lincoln Park campus housing units. 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 Hall, Sheffield Square, McCabe Hall (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 of the first two quarters and may request to reduce to the "Apartment Plan" as a minimum for the spring quarter. All meal plan assignments and changes are managed by Housing Services. The DePaul meal plans operate on a declining balance structure (the balance of the plan is reduced as purchases are made). Meal plan values will roll forward from quarter to quarter until the end of spring quarter when any remaining meal plan funds will be forfeited. DePaul meal plans cannot be lowered or cancelled after the first two weeks of classes for each quarter. Residents should review the DePaul University Dining Guide 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 two weeks of classes for each quarter/semester. University Center meal allotments are only valid while DePaul classes are in session and may only be used at the University Center. Flex spending dollars may be used at any time during this Agreement period. Residents should review the DePaul University Dining Guide 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 to a new space their housing charges will be prorated for each space based on the rate for that room type.

It is the policy of DePaul University that no person shall be the object of discrimination or harassment on the basis of race, color, ethnicity, religion, sex, gender, gender identity, sexual orientation, national origin, age, marital status, pregnancy, parental status, family relationship status, physical or mental disability, military status, genetic information or other status protected by local, state, or federal law.

DePaul respects the privacy of its students and recognizes that some students may be particularly concerned about privacy and confidentiality related to gender identity. Housing Services will consistently recognize and respect the gender identity that students self-identify to DePaul, in good-faith. Additionally, students may self-identify to Housing Services if they wish to receive special housing considerations regarding their gender identity, but are by no means obligated to do so. If students do self-identify and request special considerations, Housing Services will not require students to provide more information than that which is required of other students. Furthermore, all information will be kept strictly confidential to the best of DePaul's ability and will only be used for purposes designated by the student.

9. CONVERTED AND TEMPORARY HOUSING: The demand for campus 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 three person residential room, (2) residential spaces on campus that are held in reserve for emergency use, (3) residential spaces on campus where additional furnishing are added 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/conduct purposes.

10. ACCESS: DePaul and the UC Facility Manager reserve the right to enter any housing unit 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 unit, 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 unit 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 unit within a reasonable timeframe after the resident submits a request for 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 staff; DePaul or the UC Facility Manager, as applicable, will endeavor to make emergency repairs within a reasonable timeframe. The resident shall maintain the housing unit 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 applicable community members 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. The 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 University Center Property
LLC, Everest Campus Chicago LLC, and DePaul University and each of 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. The 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, 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. SECURITY WAIVER: Acknowledgement, Consent and Release of Security Records (Note: This section only applies to residents of the University Center):

a. The resident acknowledges that the UC Facility Manager maintains certain security records as part of its continual effort to provide a safe living community for all residents. These security materials may consist of entrance/exit logs of all building residents and visitors, daily security reports, crime reports, key fob access reports, and video surveillance of University Center’s common areas (collectively referred to as “Security Records”).

b. The resident acknowledges that the University Center's common areas include any area that is not the interior of a resident’s Unit or a public restroom, and that the resident has no expectation of privacy in any of the University Center's common areas. The resident further acknowledges that: (i) The resident's exit or entry into the building or their unit may under certain circumstances give rise to the creation of a Security Record; (ii) The resident’s use of common areas does not constitute private or personal facts or other information about resident; (iii) The resident’s image and likeness may appear in such video surveillance and other Security Records; and (iv) to the extent permitted under all applicable laws, resident waives any right, title or interest in any Security Records including their image and likeness.

c. The resident gives their consent to video surveillance at any and all times while the resident is in any of University Center's common areas. The resident also consents to the UC Facility Manager providing Columbia College Chicago, DePaul University, Roosevelt University, Robert Morris University, and any other university with students who reside at the University Center (“Member Schools”) with copies of the Security Records. Further, the resident releases DePaul University and University Center Property LLC from all liability, including liability for negligence, associated with the enforcement of these security measures, surveillance of common areas, and/or sharing of Security Records with the Member Schools.

14. MEDICAL COVERAGE: DePaul automatically provides access to university health services for all on campus, Lincoln Park residents, for a nominal quarterly fee. These health services are not a healthcare insurance plan. Residents may opt-out of the university health services by contacting the Dean of Students Office, within the first three weeks of classes, and providing proof of personal healthcare insurance. The health services fee will not be refunded, once a resident has checked in to their residential space, without providing proof of healthcare insurance. Residents living in the University Center are not required to purchase the university health services or show proof of personal healthcare insurance. Residents of University Center may purchase the health services, but note that the health services are only available at the Lincoln Park Campus. For information about purchasing DePaul health services please visit: http://offices.depaul.edu/student-affairs/support-services/health-wellness/Pages/health-services.aspx. All students are encouraged to maintain personal healthcare insurance during the period they reside in campus housing.
15. 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.