

TERMS AND CONDITIONS FOR DEPAUL UNIVERSITY CAMPUS HOUSING – 2019-2020

This Agreement is for the use of one assigned bed space in campus housing either on DePaul University's Lincoln Park campus or at 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 Peak Campus as facility manager for the University Center. University Center Property LLC and Peak Campus will retain other subcontractors and agents. University Center Property LLC and Peak Campus are referred to collectively in this Agreement as "UC Facility Manager".

1. **PAYMENT:** The student accepts responsibility for room and board payment at the established rates, which shall be available from the DePaul University Department of Housing and Student Centers ("DePaul Housing") by April 1, 2019. A prepayment of \$400, or an approved waiver, must be received for new incoming students. This 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 continuing students who were enrolled at DePaul during the 2018-19 academic year.

2. **TERM:** The term of this Agreement shall be the Academic Year 2019-20, or remaining portion thereof, beginning on the earlier of (a) a student's first date of occupancy or (b) September 1, 2019 for students in programs that run on quarters or August 18, 2019 for students in programs that run on semesters. This Agreement shall terminate 24 hours after the student'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, Courtside, McCabe, Sanctuary, Townhomes, Sheffield Square and University Center. However, even for residents where campus housing during the winter break period is included in the term of this Agreement; residents who are not returning for the winter quarter/spring semester are required to move out at the end of the fall quarter/semester; failure to comply will result in additional charges. Any resident 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 Housing. Early arrivals and late departures may result in additional costs and/or fees to the student.

3. **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 Housing. Any resident who is not enrolled in classes as of the last day to add classes for any academic quarter or semester will have this 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 student will be subject to cancellation fees as indicated in Section 4 of this Agreement. Campus housing is not guaranteed for any student. Neither DePaul nor the student has an obligation to renew this Agreement.

4. **CANCELLATION:** All campus housing cancellation notifications must be made in writing directly to DePaul Housing; notifying DePaul University's Admissions Office, Student Records, or other DePaul University offices is not sufficient. Verbal cancellations will not be honored. Cancellations notifications are confirmed once a student successfully completes the entire checkout process with DePaul Housing. The cancellation policy applies to all students who have been confirmed for campus housing.

Full-quarter/-semester charges for the current quarter/semester will still be charged and a \$1,500 cancellation fee will be assessed for all students who cancel and move out prior to the end of any given quarter/ semester and after the start of the term of this Agreement or first day of occupancy, whichever is earlier. These charges apply regardless of the reason for cancellation, including students who cancel due to a withdrawal from the university, or students who are removed from campus housing or dismissed from the university, for conduct or academic reasons.

A \$1,500 cancellation fee will be assessed to students who cancel if they (1) are continuing students who cancel after being confirmed for campus housing and prior to the start of the term of this Agreement or first day of occupancy, whichever is earlier; or, (2) students who cancel during winter break.

A \$400 cancellation fee will be assessed to students who cancel if they are (1) a new incoming, first-year, non-transfer student and cancel after May 1, 2019 and prior to their scheduled move-in date or first day of occupancy, whichever is earlier; (2) a new incoming transfer student and cancel after June 1, 2019 and prior to their scheduled move-in date or first

day of occupancy, whichever is earlier; (3) confirmed on or after May 1, 2019, for a new incoming, first-year, non-transfer students, or, confirmed on or after June 1, 2019, for new incoming transfer students and cancel prior to their scheduled move-in date or first day of occupancy, whichever is earlier.

NON-ENROLLED STUDENTS:

All new incoming students who (1) do not cancel prior to the start of the term of this Agreement; and, (2) do not arrive to campus; and, (3) are not enrolled on the first day of classes for any given quarter/semester; will be administratively cancelled and a \$1,500 cancellation fee will be assessed.

All continuing students, who took occupancy in a prior quarter/ semester, who (1) do not cancel prior to the start of a subsequent quarter/ semester, and, (2) do not check in will remain responsible for the full quarter/ semester charges and a \$1,500 cancellation fee will also be assessed.

Students will not receive a cancellation fee if they (1) cancel while still on the campus housing waiting list; (2) cancel prior to being confirmed for campus housing; (3) are a first-year, non-transfer student who cancels prior to May 1, 2019; or, (4) are a transfer student who cancels prior to June 1, 2019. All students who have submitted a \$400 prepayment will have their \$400 prepayment refunded if they cancel prior to the deadlines as listed above.

5. MEAL PLANS:

DEPAUL: Quarterly meal plans are required for all residents in Lincoln Park campus housing units. Freshmen residents are required to purchase the “DePaul Plan” as a minimum for fall, winter and spring quarters. Continuing and transfer residents in Belden-Racine, Clifton-Fullerton, Corcoran, Munroe, Seton and University halls are required to purchase the “Blue Plan” as a minimum for each quarter. All non-freshmen residents in Centennial Hall, Courtside Apartments, McCabe Hall, Sanctuary Hall, Sanctuary Townhomes, and Sheffield Square are required to purchase the “Apartment Plan” as a minimum for each quarter. All meal plan assignments and changes are managed by DePaul Housing. The DePaul meal allotments are distributed at the beginning of each academic quarter and do not roll forward from quarter to quarter. Any remaining meal allotments at the end of each academic quarter will be forfeited. Flex dollars are distributed at the beginning of each quarter and will roll forward from quarter to quarter until the end of spring quarter when any remaining Flex dollars will be forfeited. DePaul meal plans cannot be changed or cancelled after the following dates for each quarter: fall quarter, September 1, 2019; winter quarter, January 4, 2020; spring quarter March 21, 2020. Residents should review the DePaul Housing website for details of 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 changed or cancelled after the Friday of the first week of classes for each quarter/semester. University Center meal allotments are weekly and run from Monday through Sunday. Any remaining meal allotments at the end of each week will be forfeited. Meal allotments are only valid while DePaul classes are in session and may only be used at the University Center. Flex dollars are distributed at the beginning of each week on Monday and will roll forward from quarter/semester to quarter/semester until the end of spring quarter/semester when any remaining Flex dollars will be forfeited. Residents should review the DePaul Housing website for details of meal plan guidelines.

6. ASSIGNMENTS: Roommate requests will be considered but cannot be guaranteed. All published campus housing rates are based on full occupancy of each unit, 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 Housing, residents may be given the option to buy-out a vacant space in a unit. If a new resident is assigned to a vacant space in a unit, DePaul Housing will attempt to give current residents at least a 24-hour notice prior to the arrival of the new resident. DePaul Housing, whose judgment shall be final, retains sole discretion to reassign residents to other campus housing accommodations 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 Housing 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 and the DePaul Housing website. If residents are assigned to a new unit, the campus housing charges will be prorated for each space based on the rate for that room type.

Residential placements are made by DePaul Housing and are made based on the gender with which the student identifies to DePaul. DePaul Housing respects the privacy of its residents and recognizes that some residents may be particularly concerned about privacy and confidentiality related to gender identity. DePaul Housing will consistently recognize and respect the gender identity that students self-identify to DePaul, in good-faith. Additionally, students may self-identify to

DePaul Housing 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, DePaul Housing 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 Housing's ability and will only be used for purposes designated by the student.

7. ANTI-DISCRIMINATION: It is the policy of DePaul 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.

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

9. ACCESS: DePaul Housing and the UC Facility Manager reserve the right to enter any campus 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 campus 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 campus housing unit with one or more occupants of the unit. If reasonable arrangements are impractical or refused, entry shall be made upon 24-hour notice.

10. CARE OF FACILITIES: DePaul shall keep all campus 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 campus 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 Housing or the UC Facility Manager will endeavor to make all necessary repairs to a campus 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 Housing or the UC Facility Manager, as applicable, will endeavor to make emergency repairs within a reasonable timeframe. The resident shall maintain the campus 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 unit (less reasonable wear and tear), as well as any charges for missing items from their unit. 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.

11. 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, DePaul Housing website, 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 DePaul Housing, 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, email, 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.

12. **LEGAL AND BINDING:** This Agreement is binding once completed by the student and received and processed by DePaul Housing; housing is not guaranteed until confirmed in writing by DePaul Housing. 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 student 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 student 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 this Agreement, the student may be reassigned to another space but, as explained in Section 4, will remain responsible for cancellation fees up to the amount of full room and board payment for the entire length of this Agreement. A student who must arrive to campus after the scheduled move in date may hold their original space by notifying DePaul Housing in writing prior to the effective date of this Agreement, though the student 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/suitemates. **Submission also acknowledges that you have read, understand and agree to the terms and conditions of this Agreement.**

13. 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 to obtain such protection.

UNIVERSITY CENTER: The resident agrees to hold harmless, release, defend and indemnify University Center Property LLC, Peak Campus, 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 residents to obtain appropriate insurance coverage to obtain such protection.

14. SECURITY INFORMATION

Acknowledgement, Consent and Release of Security Records for Residents:

The resident acknowledges that DePaul Housing and/or the UC Facility Manager maintains certain security records as part of its continual effort to provide a safe living community for residents. These security materials may consist of entrance/exit logs of residents and visitors, daily security reports, crime reports, key fob access reports, and video surveillance of residential hall common areas collectively referred to as "Security Records". The resident acknowledges that these 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 these common areas.

The resident gives their consent to video surveillance whenever the resident is in any of the residential hall 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 the 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. The resident also consents to DePaul Housing, and, for residents of the University Center, the UC Facility Manager providing Columbia College Chicago, DePaul University, Roosevelt University, Robert Morris University, and any other university with residents at the University Center ("Master Tenants") 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 Master Tenants.

15. MEDICAL COVERAGE: DePaul automatically provides access to university health services for residents on the Lincoln Park campus, for a nominal quarterly fee. These health services are not a healthcare insurance plan. Residents may opt out of these university health services by contacting the Dean of Students Office, within the first two weeks of classes, and providing proof of personal healthcare insurance. The health services fee will not be refunded once a student has checked in to their residential unit. 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. Information about purchasing DePaul health services can be found online at: offices.depaul.edu/student-affairs/support-services/health-wellness. All residents are encouraged to maintain personal healthcare insurance during the period they reside in campus housing.

16. 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 10, 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.