

## CUA MiniFridge with Microwave Rental Agreement

### Please read the following terms and conditions carefully:

This CUA MiniFridge with Microwave Rental Agreement (“Agreement”) is between the student, intern, conference guest, or other guest of the University (“LESSEE”) and the Office of Housing Services, Auxiliary Operations, The Catholic University of America (“CUA”). The LESSEE agrees to rent a MiniFridge refrigerator/freezer/microwave oven combination (“Rental Unit”) from CUA as follows.

1. **Delivery and Availability of Rental Unit.** CUA will deliver Rental Units to LESSEE within the first 2 weeks of the semester or stay. CUA will not be responsible for any food items that may spoil prior to the arrival of the Rental Unit. Availability of Rental Units is on a first come first serve basis.
2. **Maintenance Responsibilities.** CUA will, at its own discretion and expense, replace or repair the Rental Unit should it fail to operate properly, except if the Rental Unit is damaged through misuse, negligence, vandalism, abuse, carelessness or irresponsible use by the LESSEE.
3. **Permission to Enter for Installation/Removal of Rental Unit.** CUA observes a protocol (<http://counsel.cua.edu/studlife/publications/dormsearch.cfm>) for entering student rooms in order to install or remove Rental Units.
4. **Price.** LESSEE will be billed directly to Housing account if CUA student. If LESSEE is non-CUA student, LESSEE may pay for the Rental Unit by credit card for the use of a Rental Unit. The semester rate is \$99.99. For the summer, the rate is:
  - a. \$10 per day
  - b. \$40 per week
  - c. For the entire Summer up to 84 days:
    - i. \$99.99 for a CUA student or
    - ii. \$125 for a non-CUA student

The rate price of \$99.99 per semester and summer for CUA students does include tax. The daily and weekly rates, as well as the summer pricing for non-CUA students do not include tax and LESSEEs will be required to pay tax.

The Office of Housing Services works closely with Events and Conference Services to recommend pricing for interns, conference guests, and other guests of the University.

5. **Refund/Cancellation Policy.** Refund/Cancellation Policy for academic year rentals will follow the University’s Amount of Tuition Refunded in the *Tuition and Fee Refund Schedule for Complete Withdrawal from the University* (<http://policies.cua.edu/enrollment/refund/RefundStudentCharges.cfm>):
  - a. If Rental Unit is cancelled prior to End of Add Drop Period, it is subject to 100% refund.
  - b. If Rental Unit is cancelled after last day of add/drop but by the end of the third week of classes, it is subject to 80% refund.
  - c. If Rental Unit is cancelled after the end of the third week of classes but by the end of the fourth week of classes, it is subject to 50% refund.
  - d. If Rental Unit is cancelled after the end of the fourth week of classes, it is subject to 0% refund.

Refunds for summer rentals will be assessed on an individual basis.

6. **Early Termination.** If LESSEE decides to move or transfer at any time during the academic year, including semester break, summer stay or other rental period, they must notify CUA of their intention no less than two weeks prior to their move. CUA will relocate the Rental Unit at the LESSEE’s request at no additional charge.

7. **Requirement of Grounded “Three Prong” Outlet.** LESSEE acknowledges that the Rental Unit requires a grounded (“three prong”) outlet.
8. **Return of Rental Unit.** LESSEE will return the Rental Unit on time according to the pickup schedule, thoroughly cleaned, defrosted, and dry-ready for storage and with all its original parts. The return date for the Rental Unit is determined at or before the time of rental and can be as early as one week prior to final exams. The return date is printed below the signature line of this Agreement. Reminder notice(s) of pick up will be sent to LESSEE and/or posters will be placed around campus.
9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the party to be charged with the enforcement thereof. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

## **FEDERAL CONSUMER LEASING ACT DISCLOSURES**

10. **Disclosures Constitute Lease Terms.** The LESSEE agrees that all disclosures made below are hereby incorporated and fully merged with the operative terms of this Agreement.
11. **Total Amount Due Upon Receipt of Order.** Payment will be processed upon receipt of order. Full payment must accompany order. If partial payment is received, the order will not be processed and such partial payment will be returned. Full payment and details are set forth on the order form, as well as online.
12. **Other Charges:**
  - a. **Charges for Lost or Damaged Rental Units.** The LESSEE agrees to reimburse CUA for any and all loss or damage to the rental unit from any cause whatsoever except normal wear and tear. If legal action is required, LESSEE agrees to reimburse CUA reasonable attorney’s fees. In the event that the unit is not returned, the replacement cost for the Rental Unit will be \$350.00.
  - b. **Excessive Cleaning Charges.** LESSEE may be required to pay an **additional \$25 charge**, if LESSEE fails to return the Rental Unit in the condition specified in Paragraph 8.
  - c. **Replacement Costs for Parts.** LESSEE is responsible for replacement costs for parts:
    - i. Shelf - \$10
    - ii. Microwave Plate - \$50
    - iii. Microwave Ring - \$20
    - iv. Ice Cube Tray - \$5
    - v. Scraper - \$5
    - vi. Drip tray - \$20.
13. **Total of Payments.** The amount LESSEE will have paid by the end of the lease will total the total amount due upon the receipt of LESSEE’s order plus any other applicable charges outlined in paragraph 11.
14. **No Purchase Option at End of Lease Term.** The LESSEE does not have an option to purchase the Rental Unit at the end of the lease term.
15. **Other Important Terms.** The LESSEE should see their lease document(s) for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

**Acceptance of delivered Rental Unit is agreement to all terms and conditions outlined in Rental Agreement. Please keep the above Rental Agreement for your records.**

LESSEE Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return Date of Rental Unit: \_\_\_\_\_