



This Residence Hall License and Dining Services Agreement ("Agreement") is made and entered into by and between The Catholic University of America ("University") and the undersigned student ("Student") (together, the "Parties"). The University and Student mutually agree as follows:

I. DEFINITION OF AGREEMENT

The Parties agree that this Agreement is a license and shall not be construed as a lease or otherwise interpreted or applied to create or transfer any interest in or lien on real estate. Policies and information on the [Office of Housing Services \("HS"\) website](#) are integral elements to this Agreement and are incorporated by reference and made a part of this Agreement. Such [policies and information](#) may be revised periodically; the most current version will always be available on the [HS website](#). It is the Student's responsibility to become familiar and comply with all provisions of this Agreement.

Submission of this Agreement and/or housing application materials does not guarantee a housing assignment.

II. TERM

The term of this Agreement begins on August 24, 2019, or a specifically arranged date that is approved by HS, whichever is earlier. This Agreement will terminate automatically twenty-four (24) hours after the Student's completion of his/her spring 2020 semester course requirements or May 10, 2020, whichever is earlier. Notwithstanding the foregoing, graduating Students may remain in the Premises until the day of their spring graduation exercises.

III. PAYMENTS

A. The Student agrees to make full and prompt payment to the University for all charges and costs under this Agreement, including but not limited to, occupancy charges, dining services charges, and damage assessments ("Charges"). Residence hall room types and rates are provided at <http://housing.cua.edu/halls/roomrates19-20.cfm>. Meal plan information and rates are provided at <https://cua.campusdish.com/>.

B. Prior to the submission of this Agreement, newly admitted Students agree to pay a [nonrefundable \\$500 deposit](#) to the Office of Admission. No housing assignment will be made until the deposit is received by the University.

C. Students will be charged for all Charges under this Agreement through their student accounts.

D. Failure by the Student to pay for any Charges does not cancel or terminate this Agreement or negate the Student's obligations hereunder, but such failure may result in termination of this Agreement by the University.

IV. HOUSING TERMS AND CONDITIONS

A. Student Responsibilities

The Student agrees to abide by the terms and conditions of this Agreement as well as the [Code of Student Conduct](#) and the policies of the University, which are incorporated by reference and made a part of this Agreement.

B. Occupancy

The University shall provide the Student an assigned space in a residence hall room or suite or other location ("Premises") in accordance with this Agreement. The University shall also provide standard furnishings and equipment in the Premises. The Student may occupy the Premises in accordance with the following dates:

1. Fall semester 2019: Students may move in to the Premises on August 24, 2019, unless HS grants prior written approval for the student to move in earlier. Students must check-out of the Premises twenty-four (24) hours after the Student's completion of his/her course requirements, but no later than 12:00 noon on December 15, 2019.
2. Vacation periods: Unless previously approved by HS in writing, all residence halls will be closed between the end of the fall semester and the beginning of the spring semester.
3. Spring semester 2020: Students may move in to the Premises on January 11, 2020, unless HS grants prior written approval for the

student to move in earlier. Students, except graduating seniors, must move out of the Premises within twenty-four (24) hours after the Student's completion of his/her course requirements, but no later than 12:00 noon on May 10, 2020. Graduating Students must move out of the Premises no later than the day of their spring graduation exercises.

Any Student occupying the Premises without approval after the dates indicated in this Section will be liable to the University for an additional fee plus penalties, as determined by the University. Occupying a space includes, but is not limited to, physically dwelling in the space, retaining keys to the space, and/or maintaining belongings in the space.

The University reserves the right to temporarily relocate or remove an individual from University housing for violations of this Agreement pending an investigation and hearing when, in its sole discretion, the University deems it appropriate to do so.

C. Residency Requirement

The [University requires](#) all freshman and sophomore Students to live in on-campus housing. Exceptions to the residency requirement are made for Students who are 21 years of age or older prior to the commencement of the contract, married, or who reside with a parent or legal guardian within 20 miles of the campus.

D. Assignments

The University reserves the right in its discretion to make room assignments, to authorize or deny room and roommate requests or changes or to require a Student to move from one Premises to another.

The University also reserves the right in its discretion to assign Students to temporary space. Students so assigned may be reassigned to permanent space as it becomes available.

The Premises may only be occupied by the Student(s) assigned to that particular space. A Student's right to occupy a room in the Premises pursuant to this Agreement may not be assigned or transferred by the Student.

E. Late Arrivals

Failure to occupy the Premises by 5 p.m. on the Student's first day of classes could result in assignment of the room to another Student, unless advance permission for an extension is granted in writing by the Executive Director of Housing Services or his or her designee ("EDHS").

F. Room Condition

The Student is responsible to maintain the Premises and any common areas in a clean, safe, and sanitary condition. Upon expiration, termination, or cancellation of this Agreement, the Student must leave the Premises, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of the Student's occupancy, ordinary wear and tear excepted. For additional requirements and more information, see the [Damage Charges and Room Condition policy](#) on the HS website.

G. Damages

The Student agrees that all damages to University property caused by the Student or the Student's guest(s) will be repaired or replaced by the University at the expense of the Student. If the Premises is assigned to more than one Student, each shall be responsible for his/her own payments; but all shall be responsible jointly and severally for such damages, beyond reasonable wear and tear, should cost of repairs or replacement need to be assessed. It is further agreed that damages to common areas may be charged to all Students in that area. For additional requirements and more information, see the [Damage Charges and Room Condition policy](#) on the HS website.

H. Personal Property

Personal property left in a room following the termination of occupancy will be deemed [abandoned](#). Students will be charged for the removal of such property.

The University does not insure the personal property of any Student on or off campus. The University has no responsibility for any theft, damage, destruction, loss, etc., of any personal property, including, but not limited to, money, valuables, equipment or any personal property whatsoever belonging to or in the custody of the Student.

I. Housing Cancellation

A Student may request cancellation of housing in accordance with the [Cancellation of Housing policy](#). Students may be assessed a cancellation fee.

J. Appeal of an HS Decision

A Student may appeal any HS decision within three (3) business days following the date of the final decision by filing a written appeal, including all supporting documentation, with the EDHS. The EDHS will issue a final decision based on the appeal and supporting documentation. The Student forfeits any right to appeal if it is not properly and timely filed.

K. Refunds

Any refund of Charges under this Agreement will be processed in accordance with the [Refund of Student Charges Policy](#). Approved refunds are based on the date that the Student is approved for cancellation.

L. Utilities

The University is not liable for the failure or interruption any utility, or for conditions resulting from their failure or interruption.

M. Air Quality

The Student is required and agrees to comply with all instructions, and to take reasonable steps, to maintain appropriate air quality in the Premises. The Student must immediately report any situation which does or may reduce air quality, including the presence of suspected mold/mildew, improper functioning of air quality equipment such as the heater, air conditioner or dehumidifier, or any water leakage or overflow in the Premises by [submitting a maintenance request](#) to the [Facilities Maintenance and Operations](#) office or call (202) 319-5121.

N. Housing Termination

Upon termination of the Agreement, Students are required to vacate the Premises immediately or on such other date designated by the University. The University reserves the right to take appropriate measures to remove a Student and the Student's personal property, at the Student's expense, upon failure or refusal to vacate the Premises after termination of the Agreement. Students have no right to a refund and may be assessed a \$500 Housing Termination Fee. The University shall also charge the Student a *pro rata* charge and penalty fees for each day or partial day the Student continues to occupy the Premises after such termination.

V. DINING SERVICES TERMS AND CONDITIONS

A. Dining Services

All residential freshman and sophomore Students must participate in an All Access dining plan. If a residential freshman or sophomore Student does not select a dining plan, the Student will be assigned to an [All Access 5 Plan](#). If the University determines that Dining Services is not able to reasonably meet a student's dietary needs, a meal plan exemption may be granted as an accommodation.

Unless changed or cancelled, the dining plan a Student has for the fall semester will also be the dining plan the Student is assigned and billed for the spring semester. Dining plans begin with the dinner meal on August 24, 2019 and terminate with the dinner meal on May 9, 2020. Dining plans are not in effect during the Thanksgiving, Christmas, Easter, and Spring break periods.

Dining plans are accessed utilizing the University's Cardinal Card. Students are required to obtain their Cardinal Card and make financial arrangements during official University registration periods at the beginning of each semester.

The University reserves the right to suspend a Student's dining plan and privileges at the discretion of the University.

B. Dining Plan Changes

Any dining plan changes must be completed before the last day of the first week of classes of each semester (August 30, 2019 for the Fall Semester and January 17, 2020 for the Spring Semester). Residential freshman and sophomore students may only change their dining plan between the All Access 7 and All Access 5 options.

C. Cancellation of Dining Services

Residential freshman and sophomore Students may cancel their dining plans only if their housing is cancelled or terminated.

All other Students (residential or non-residential) may request cancellation before the last day of the first week of undergraduate classes of each semester (August 30, 2019 for the Fall Semester and January 17, 2020 for the Spring

Semester) by submitting a request in MyHousing (<http://cardinalstation.cua.edu>). After such dates, Students may cancel their dining plan only if they officially withdraw or take an academic leave from the University. All refunds are processed according to the [University's Refund of Student Charges Policy](#). Any change or cancellation approved for the Student's fall dining plan will be automatically applied to the spring semester.

D. Appeal of a Dining Services Decision

A Student may appeal any Dining Services decision within three (3) business days following the date of the final decision by filing a written appeal, including all supporting documentation, with the Executive Director of University Events and Dining Services. The Executive Director of University Events and Dining Services will issue a final decision based on the appeal and supporting documentation. The Student forfeits any right to appeal if it is not properly and timely filed.

VI. GENERAL TERMS AND CONDITIONS

A. Termination of Agreement

This Agreement or any part thereof may be terminated, without penalty or liability, at the discretion of the University.

B. Indemnification and Hold Harmless

The Student agrees to indemnify and hold the University harmless from any and all claims arising from the Student's violation of this Agreement or any improper or illegal act of the Student or the Student's guest.

C. Severability

In the event any provision of this Agreement is, for any reason, held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included.

D. Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter contained in this Agreement.

E. Modification

Only the Vice President for Student Affairs has the authority to modify any term or condition of this Agreement, and such modification must be done in a signed written instrument.

F. Governing Law

This Agreement shall be governed by the laws of the District of Columbia. Any dispute arising under or in connection with this Agreement will be brought solely in the District of Columbia.

G. Headings

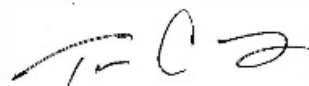
The Headings in this Agreement are for convenience only and shall not affect its interpretation.

H. Assignment and Delegation

The Student's obligations under this Agreement may not be assigned or delegated without prior written consent of the Vice President for Student Affairs.

I. Signature

By electronically signing and submitting this Agreement, the Student voluntarily agrees to and is bound by the terms and conditions in this Agreement. By signing this Agreement, **the Student represents that the Student is at least 18 years of age. If the Student is not at least 18 years of age, then the parent/guardian of the Student must also sign the Agreement.** The authentication procedures for the University's web application serve as an electronic signature for Students, parents and guardians. Submitting this Agreement electronically, and then being provided a housing assignment by the University, enters the Student (and/or parent and guardian) into a legally binding contract with the University and obligates the Student (and/or parent and guardian) to pay all Charges for the full term of the Agreement.



Tim Carney

Executive Director
Housing Services, Recreational Sports and Fitness, Transportation and Parking