



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. SUMMER TERM AND TRANSITION HOUSING DATES

Summer term and Transition Housing is available during the following dates for current Catholic University students or 2019 Catholic University graduates:

- A. Summer term housing is available from May 19, 2019 to August 4, 2019. A minimum stay of 7 days is required during the Summer term.
- B. Spring-to-Summer transition housing is available from May 12-19, 2019 in accordance the following procedures: <http://housing.cua.edu/summer/transitionhousingspring.cfm>.
- C. Summer-to-Fall transition housing is available from August 4-24, 2019 in accordance with the following procedures: <http://housing.cua.edu/summer/transitionhousingfall.cfm>.

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/summerhousing.cfm>. Meal plan information and rates are provided at <https://cua.campusdish.com/>.

B. Occupancy charges will be based on the dates of stay established by HS and room type. Late arrival or early check out does not have any effect on occupancy charges, unless such a change is approved in writing by HS.

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 Student may only occupy the Premises in accordance with the dates of stay established in writing by HS prior to check-in (the "Occupancy"). This Agreement will terminate automatically at 12:00pm on the final day of the Student's Occupancy. The University shall also provide standard furnishings and equipment in the Premises.

1. Any Student occupying the Premises without approval before or after the dates of Student's Occupancy will be liable to the University for Charges and 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.

2. 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. 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.

D. Late Arrivals

Failure to occupy an assigned space by 5:00 p.m. on the first day of the student's housing assignment could result in assignment of the room to another student unless a student sends an advance written request for an extension of the arrival period and it is granted in writing by HS.

E. 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.

F. 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.

G. 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.

H. Housing Cancellation

The following Housing Cancellation provisions control over any conflicting terms:

A Student wishing to request cancellation of this Agreement must submit a written request to cua-housing@cua.edu. Cancellations will not be deemed effective until officially approved by HS.

1. When the cancellation request is received **two weeks or more** prior to occupancy, the Agreement will be cancelled and occupancy charges will be removed from the Student's account.
2. When the cancellation request is received **less than two weeks** prior to occupancy, the Agreement will be cancelled, occupancy charges will be removed from the Student's account, and the Student will be charged the \$50 housing cancellation fee.
3. When the request is received after occupancy, the Agreement will be cancelled, any occupancy charges after the effective cancellation date will

be removed from the Student's account, and the Student will be charged the \$50 summer housing cancellation fee.

4. In the event that a Student does not arrive to check into their University housing space and has not submitted a written housing cancellation request by 5:00pm on the second day of the Student's Occupancy, the Agreement will be cancelled, but occupancy charges are non-refundable.

I. 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 Executive Director of Housing Services or his/her designee ("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.

J. Utilities

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

K. 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.

L. 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. 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

Dining plans are not required during the summer. A description of summer dining plans is available on the Catholic University Dining Services website (cua.campusdish.com) and at the Office of Dining Services in Pryzbyla Center, Suite 124, where plans may be purchased. Students may also select and purchase a dining plan online in My Housing (cardinalstation.cua.edu).

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.

The University reserves the right to suspend a student's dining privileges if necessary.

B. Cancellation of Dining Plans

Students may request to cancel their dining plans by making a written request directly to Catholic University Dining Services. Refunds will be based on use.

C. 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

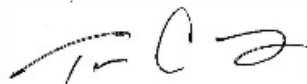
The Headings in this Agreement are for convenience only and shall not affect its interpretation.

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