

## The Student Housing Contract: A Contract of Adhesion



The student housing contract is a contract of adhesion. A contract of adhesion is drafted and imposed by the party of superior bargaining strength. A residential housing contract is drawn up by the university and presented to you on a take it or leave it basis. At schools where students must live in residential housing there may be an added element of market power on the part of the university. At these schools, housing is a tied product. It is tied to your attendance at the university.

The following is a typical contract offered students. Are there any clauses in this contract that you might find unconscionable? Contracts are meant to create a cooperative surplus. They should enhance efficiency. To be unconscionable the contract must contain an element of surprise or it must bestow a unilateral benefit on the university. A unilateral benefit implies market power. Does the university have market power? Are any provisions in this contract unconscionable? Notice that the contract contains liquidated damages. Are the stipulated damages reasonable?



### Student Housing Contract

The following Terms and Conditions are included as a part of the Contract between University of Draconia (**UNIVERSITY**) and a student (**STUDENT**) of University student housing. The Student Housing Contract will be referred to as Contract throughout these Terms and Conditions.

**1) TERM:** This Contract is for the entire academic year (Fall and Winter semesters) or the remaining portion of the academic year at the time of the initial occupancy. It is not a one-semester contract and cannot be transferred or assigned by the Student.

- a. All University undergraduate housing facilities are closed during Holiday and Spring Breaks.
- b. The exact dates for move-in for Fall semester and Winter semester are currently under review. As soon as a decision is made, students who have signed this Contract will be notified.
- c. Student must vacate his/her room or apartment either within 24 hours after his/her last examination for that semester or within 12 hours after the last final is given during that semester, whichever is earlier. An exception regarding the vacating of rooms and apartments shall be in effect for graduating seniors who may remain as occupants for 24 hours after graduation. For each day a Student withholds possession of room or apartment after stated vacation policy has expired or termination of Contract, the Student shall pay to University, as liquidated damages, an amount to be determined.

**2) EXTENDED USE OF UNIVERSITY HOUSING:** Extensions for residing in University Housing facilities beyond the Contract period must be requested at least one (1) week

prior to the requested extension/arrival date. Requests for extensions in all University residential facilities must be made online at the Residential Services website. **A request does not imply automatic approval of the request.** Students will be notified if their request has been approved, approved with modifications, or denied. Students may be required to move to temporary housing (housing other than their assigned space) for early arrival or extended stay. Students must notify Residential Services in writing at least 24 hours in advance of any cancellations or changes to extensions. Failure to submit cancellations or changes in writing within 24 hours of the requested date, will result in full payment of extension fees.

Daily fees will be charged for early arrival and extended stay since these time periods exceed those included in the academic year contract. Students who are approved for extensions to their Contract are obligated to uphold the terms and conditions of the Contract throughout their approved extension period. Unapproved extensions in University residential facilities will result in additional charges.

**3) CANCELLATIONS AND CANCELLATION FEE:** All requests to cancel the Contract after it has been signed must be made in writing and submitted to the Director of Residential Services. The Director has the sole discretion to grant or deny any request to cancel based upon the facts presented. If the request to cancel is approved, a cancellation fee will be assessed in accordance with the following schedule.

- a. First-Year Students and New Transfer Students
  1. Prior to the Opening of the residence halls - no charge
  2. After the residence halls open - charges will be assessed as outlined in Paragraph 13 Section A of this contract.
- b. Returning Students
  1. Prior to July 1 - no charge
  2. July 1 to 1st day of classes - \$250 charge
  3. First day of classes or later - charges will be assessed as outlined in Paragraph 13 of this contract.
- c. This contract cannot be canceled by a Student enrolled for the fall and winter semesters of the academic calendar year once it has been electronically signed and received by the University, except in the following circumstances.

Students who transfer, graduate, or withdraw from the University or those who marry during the semester, are granted a written termination upon written request at the close of the fall semester.

1. A request, in writing to Residential Services, by the Student for termination for cause will be considered in instances affecting the Student not mentioned under Item 3D. Appeal of Residential Services decisions may be made to the Housing Appeals Board.
2. Co-op students are responsible for both semesters of this contract. Co-op students assigned to work **outside** a 40-mile radius of the University for either semester will be released from the contract upon written request by Student to the Department of Residential Services with documentation of co-op work term.

**4) PAYMENTS:** If Student shall fail to make payment according to the schedule set by the University, University may withhold grade reports and all other records or information requested by Student or third parties, as well as prevent Student from registering for future semesters. If Student has already registered for the subsequent semester, his/her registration will be canceled. Failure to pay may result in Student being reported to a credit service. Student must pay the balance of the account in full upon request. Student agrees to pay costs of collecting the account including reasonable attorney's fees and

court costs. Student further agrees that the venue for any action to collect the account will be Draconia County, Draconia.

**5) STUDENT BILLING RIGHTS:** Student should keep this notice for future use. If Student believes there is an error in his/her housing bill, or if Student needs more information regarding a housing transaction on his/her bill, the Student must notify the Department of Residential Services in writing as soon as possible. Residential Services Office must hear from Student no later than 60 days after receiving the first bill on which the error or problem appeared. Student can telephone Residential Services Office, but doing so will not preserve Student's rights. In the letter, Student should provide the following information: Student name and account number; the dollar amount of the expected error, description of the error and explain, if possible, how this error occurred. If Student needs more information, he/she should describe the item he/she is not sure about. Student is encouraged to pay any questioned amount while University investigates to avoid interest.

**6) BOARD:** All students residing in University housing are required to purchase a meal plan.

**7) ASSIGNMENTS:** Student understands this agreement is not for a specific residence hall, room, apartment or house. The University has the right to alter housing assignments at any time.

- a. Room assignments are made without regard to age, race, color, national origin, ancestry, creed, religion or veteran status.
- b. No room or roommate changes will be made during the first two weeks of each semester.
- c. Students wishing to make an assignment change are required to follow a formal Assignment Change Process. Any students involved in assignment moves that are not authorized by Residential Services may be fined and/or reassigned to another housing assignment.
- d. The University reserves the right to change room or facility assignment, to assign roommates, to consolidate vacancies, and/or to require Students to move to different accommodations in accordance with University policies and procedures. Students will receive appropriate notice if such action is necessary, and Students' account will be adjusted accordingly if housing costs are changed.
- e. The University reserves the right to adjust a student's housing charge to reflect the number of residents in the facility.
- f. The University reserves the right to require Students to move from their assigned facility or to charge Students additional housing charges if the residents refuse to allow an assigned Student to move into their assigned residence.
- g. Every consideration will be given assignment and roommate requests, but the University cannot guarantee to honor every request. Failure to honor assignment preferences will not void this contract.
- h. Sophomore Students residing or applying for retention/filling a vacancy in junior/senior facilities may be subject to specific criteria including, but not limited to, no alcohol violations and no major discipline violations.

**8) STUDENT CONDUCT:** Student agrees to abide by the laws of the State of Draconia; the ordinances of the City of Uniopolis; the Rules, Policies and the Disciplinary Code of University. Student is responsible for the policies and procedures as set forth in the *Living on Campus Guide* and the *University Student Handbook*, including University's check-in and checkout procedures and policies. University shall have the right from time to time to change and to establish such additional rules, regulations, policies, codes, or procedures as may be required at the discretion of University for proper and orderly care, operation and maintenance of the premises. Failure of Student, or his/her agents, to comply with and observe any such rules, regulations, policies, codes or procedures shall constitute a

breach of this Contract. For the health and safety of all Students, laws and rules prohibit the possession or use of illegal drugs, and any item that may be construed as a weapon in University student housing.

**ALCOHOLIC BEVERAGES:**

Alcohol is prohibited in the residence facilities.

**9) MAINTENANCE:** Student agrees that he/she is liable for full payment for any loss or damage to the room or apartment, furnishings, or public use areas provided him/her by University. Student also may be charged on a prorated basis for public area damages where responsible parties cannot be identified. The University reserves the right to charge all students on the floor where damage occurs in a common area that cannot be traced to a specific person, group, or incident. Student may not remove University property from rooms or apartments, lounges, hallways, etc. Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in all University housing facilities. University does not carry insurance covering any such loss and assumes no responsibility for the payment of any such loss. All Students are encouraged to keep their rooms and/or apartments locked and their valuables secured at all times. Student is responsible for all his/her activities and his/her visitors' activities taking place on the premises. Student shall take good care of the premises and the appurtenances, equipment and fixtures therein, and shall keep them in good sanitary condition, and shall return the same at the end or other termination of this Contract in as good a condition as when received, ordinary wear and damage excepted. Student shall use, operate and maintain the equipment furnished by University in accordance with the directions of the manufacturer and such additional instructions as University may give. University shall maintain and keep in good condition the roof, walls, structural parts, main hallways, elevators and all other commonly used parts and portions of the building, but University shall not be liable for failure to make any such repairs, including computers and other similar technology.

**10) RIGHT TO ENTER, INSPECT AND REPAIR:** University employees shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to make repairs, alterations and improvements to the premises and building or as the University may deem necessary. Any repairs, alterations and improvements undertaken by University shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good a condition as before the work. University shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident thereto have any effect upon this Contract or upon the obligations of Student thereunder. If entry to the premises shall be necessary on account of any emergency permissible under the terms of this Contract and Student shall not be present to open the premises, University employees may enter by use of a master key or may forcibly enter, and University shall incur no liability therefore provided reasonable care is given to Student's property, and such entry shall have no effect on the Contract. University officials may enter a room or apartment to investigate a potential violation of University rules or regulations, when reasonably necessary in accordance with University policies.

**11) LIMITATION OF LIABILITY:** Student hereby agrees to hold harmless, discharge and covenant not to sue the University, its employees and/or agents for any and all damages, claims, or causes of action of any kind arising out of or in connection with the Student's use, occupation or other activity resulting from Student entering this Contract except where such injury is caused by the University's intentional acts and/or gross negligence.

**12) DESTRUCTION OF PREMISES:** If the assigned room or apartment is destroyed by casualty so that it may not be repaired within thirty (30) days, University reserves the right to cancel this Contract by notice to Student. In the event a room or apartment becomes uninhabitable for periods of less than thirty (30) days, University may either

cancel this Contract by providing notice, or, at its option, may elect to provide prorated credit to Student for charges incurred by Student pursuant to this agreement. In no event will University's liability for inhabitation or destruction of premises exceed the amount set forth in this paragraph. If University cancels this Contract pursuant to this paragraph, Student will receive a prorated refund on amounts prepaid by Student.

**13) DEFAULT:** Student agrees that living in the residence hall is a privilege, not a right, and University reserves the right to revoke the privilege for Student's failure to comply with the terms of this Contract, or to remain a student in good standing. If Student shall vacate or abandon the premises, or if default be made in the payments, or for any breach of any covenant or agreement herein contained, University shall have the right to enter and take possession of the premises, and Student agrees to deliver same without process of law; and this Contract at the option of University shall terminate, but the obligation of Student to pay amounts required by this Contract shall remain in full force and effect and Student shall be liable for any loss or damage to University by reason of Student's failure to comply with the terms hereof. Student agrees as part of this Contract to be responsible for all costs and expenses incurred by University in enforcing this agreement, including a reasonable attorney's fee. This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Draconia. All amounts due under this Contract, including any damages for its breach, shall be paid in Draconia County, Draconia. Any action to enforce the obligations contained within this agreement may be brought in Draconia County, Draconia. Except, where the Student shall vacate or abandon the premises or lose possession as a result of breach of any covenant or agreement herein contained, University may or may not, in its sole discretion, elect to accept as liquidated damages, the parties agreeing that in some circumstances actual damages are difficult, if not impossible, to ascertain.

- a. **In addition, if Student is given permission by the Department of Residential Services to break his/her Contract, and properly check out of the residence hall, on or before the first day of classes in the fall semester, the \$250 cancellation fee will apply, 0% of the entire semester room fee to date of checkout will be assessed; during the first week of classes 20% of the entire semester room fee; during the second week of classes 40% of the entire semester room fee; during the third week of classes 60% of the entire semester room fee; during the fourth week of classes 75% of the entire semester room fee; during the fifth week of classes 100% of the entire semester room fee. The parties acknowledge and agree that the above stated liquidated damage amounts may be in addition to any attorney's fees, expenses, and costs. If liquidated damages are accepted under certain mutually agreed upon conditions, any deviation from said conditions will be cause for this Contract to be retroactively reinstated and all costs associated with the reinstatement will be billed to Student accordingly.**

**14) OTHER TERMS AND REQUIREMENTS:**

- a. Student shall not assign this Contract or any interest thereunder, or allow anyone to come in through, with or under Student, without advance written consent of University in each and every such instance.
- b. For violation of University student housing policies and regulations, Student understands that the authorities of University may terminate Student's residence in University student housing and, if appropriate, file a complaint with the Office of Student Discipline and Judiciaries against Student, which, if proved, may result in sanctions as provided for in the Judicial System of University.

- c. University may increase the fee for room and board, by formal action of the Board of Trustees.
- d. The term "University" as utilized in this agreement shall be understood to refer to the Board of Trustees of University, and its authorized officers and employees.
- e. University will not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, and disability or veteran status in the implementation of this Contract.

#### **15) BUSINESS OPERATIONS:**

A Student may not conduct any private business operation from a University residence or use University telephones or computer services for such activity.

#### **16) CABLE SERVICES:**

Students cannot install or cause to be installed any satellite dishes, antennas, or other cable hookup without prior authorization from Residential Services.

#### **17) AIR CONDITIONERS:**

Residence Halls:

Traditional Residence Halls are not air-conditioned. If medical need warrants air conditioning in a Residence Hall, Students must Submit the request for accommodation to the Office of Students with Disabilities.

Houses:

Air conditioners must be installed in a correct manner. Students will be assessed a fine for damage incurred to a University House that results from an improperly installed air conditioner. Air conditioners that cause electrical problems such as blowing circuits may result in a charge to the Student's account to upgrade electrical circuitry and/or removal of the air conditioner.

#### **18) ELECTRICAL APPLIANCES:**

- a. Heating, cooling and cooking appliances are prohibited in Student residence hall rooms due to circuit breaker protection. Exceptions are fans and hair dryers.
- b. Only those refrigerators approved by Residential Services are permitted in housing. No refrigerator may exceed 5 cubic feet. All housing facilities include University refrigerators.
- c. The University reserves the right to require the removal of unauthorized or dangerous electrical appliances. Violation of this rule may result in a fine.

#### **19) FIRE EQUIPMENT:**

Tampering with fire safety equipment is prohibited in accordance with Draconia Revised Code Section 2909.07. Unauthorized use is malicious destruction of property and is punishable by a \$2,500.00 fine or (six) 6 months in jail or both. Tampering with fire safety equipment or smoke detectors may result in suspension from the University.

#### **20) FURNISHINGS:**

All University Housing:

Each Student is furnished with a bed, desk, and desk chair.

Lofts may not be constructed and installed in University housing.

Students must provide their own bed linens, desk lamps, towels, washcloths, blankets and pillows, toiletries and eating utensils.

Students are discouraged from bringing any additional furniture.

**Suites:**

Suites are additionally furnished with appropriate living room furniture and a 2.7 cubic foot refrigerator.

**Apartments and Houses:**

These facilities are additionally furnished with appropriate living room furniture, stove, refrigerator, table, and chairs.

Indoor furnishings, whether University or Student-owned, are not permitted on the grounds or porches of University facilities. This is in violation of City Ordinance #23348 and is subject to a fine and/or removal of furniture at Student's expense.

**21) GUEST CLAUSE:**

Guests must be registered at the Main Desk in all residence halls. Student residents will be responsible for the payment of all charges related to the presence of their guests in their residence facilities and for insuring that their guests comply with residence rules and regulations. Refer to the *Guest Policy* in the University of Draconia *Student Handbook*.

**22) KEYS:**

- a. Keys may not be duplicated or given to any person. Lost keys, or keys not returned at the time of departure, will result in requiring a lock change at the Student's expense. Also, not returning keys may result in a Student's account being charged for housing costs past the Student's departure date.
- b. Students are required to pick up their assigned residence key within 48 hours of their move-in. Failure to do so may result in a fine.

**23) MOTORCYCLES:**

Motorcycles or any other gasoline powered engines constitute a fire hazard and are prohibited in University residences.

**24) NOISE:**

Noise level must not exceed accepted standards. Please see regulations regarding noise and quiet hours in the *Living on Campus Guide*.

**25) PETS:**

Pets are prohibited on University housing premises. Pets may not be kept inside or outside of University housing. Violation of this may result in a fine, plus cleaning charges, replacement charges for furniture and carpeting, and/or reassignment or cancellation of contract.

**26) POSSESSION OF DANGEROUS MATERIALS:**

The use or possession of firearms, fireworks, explosives, candles, incense burners, flammable liquids, chemicals, weapons, and the like are prohibited in conformity with University Policy or with Draconia Law.

**27) SMOKING:**

All traditional residence halls are smoke-free facilities.

**28) SPECIAL INTEREST FLOORS IN RESIDENCE HALLS:**

A Student who requests a "special interest" floor is required to observe the character of the floor at all times. Violations may result in reassignment.

**29) WATERBEDS:**

Waterbeds are not permitted in any University residence.

**30) GOVERNING LAW:**

This contract is governed by the laws of the State of Draconia.