

## CABRINI UNIVERSITY HOUSING AGREEMENT

I, the undersigned student, hereby contract for a space in University Housing as a student at Cabrini University. The Housing Agreement is in effect for the academic year or remaining portion thereof. This agreement is subject to and in accord with the following terms and provisions which supersede any agreement published previously.

- A. The University will agree to provide for space based on availability for the Spring and Fall semester of the stated academic year. Occupancy shall be subject to all policies and procedures of the University which are available in the Student Handbook and the Student Code of Conduct.
- B. Students are required to be registered and considered at full-time status in order to enter housing in August; any student who is not considered a full time student will be asked to vacate University housing.
- C. Housing is closed during the following University vacation periods: Thanksgiving, Christmas, Spring Break, and Easter. All students are expected to vacate University Housing during these periods.
- D. Housing during vacation periods known as "Break housing" may be available for students based on need and availability, students are required to apply for break housing and will be billed separately based on a daily or short term rate.
- E. At the end of each semester, students must vacate University housing within twenty-four hours after their last scheduled exam, or by the date and time of designated closing, whichever occurs first. Students who are graduating will have until noon on the day after graduation to vacate their space.
- F. The University reserves the right to enter and inspect student rooms/apartments, without prior notice, to ensure health and safety standards, enforce University policy, make repairs, perform routine maintenance, or respond to an emergency.
- G. The University accepts no responsibility for damage, theft or loss of money, valuables or personal effects of the student. Students are encouraged to confirm that their property is covered by their family's home owner's or renter's insurance; or to obtain a personal property insurance policy of their own.
- H. The assignment or reassignment of rooms/apartments and roommates is an administrative decision of the University. The University has the right to assign a student to any existing vacancy in University housing at any time and at its sole discretion. When a vacancy exists in a room/apartment, the University has the right to reassign the remaining student(s) to a vacancy in another room. The University will make all attempts to consolidate space.
- I. The Student assumes full responsibility for their assigned key(s) once the key(s) is signed for. The student agrees that keys are not to be duplicated or given to other students or non-students. Students are responsible for the replacement of keys and the re-coring of room locks if keys are lost, stolen, or not returned upon checkout. Charges for re-coring and replacement of keys will be directly billed to the student's account.
- J. The student shall be responsible for the housing and applicable board charges for the entire academic year or remaining portion thereof.
- K. University approved refunds that result from a contract cancellation are processed by the Business Office and are subject to policies published at <a href="http://www.cabrini.edu/about/departments/business-office/refunds">http://www.cabrini.edu/about/departments/business-office/refunds</a> and in the Cabrini University Undergraduate Catalog. The University reserves the right, in its sole and absolute discretion, to refund housing fees if a student has withdrawn from the University or has been released from the housing program.
- L. Student will be held responsible for the cost of any defacement or damage to the room, apartment, furnishings, or common areas for which the student contracts prior to occupying University housing All students are responsible for certifying the condition of their room by reviewing and signing the Room/Apartment Condition Form upon check-in. The Room/Apartment Condition Form will be used as the basis for determining whether a student will be charged for damages in the room. Charges for damages will be directly billed to the student's account. Students 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 or area where damage occurs.
- M. Subrogation is an insurer's right to seek repayment of damages from the party responsible for damages. Cabrini waives its property insurers' rights of subrogation against the student only for damage meeting all of the following requirements: (1) damage to property is in excess of \$5,000; (2) the student's or her family's homeowners or other insurance does not cover the damage; and, (3) the damage was not the result of intentional conduct or vandalism. In instances not meeting all three of the preceding characteristics, Cabrini does not agree to waive its insurers rights of subrogation. This paragraph shall not be interpreted as limiting Cabrini's rights to seek recovery from any student for claims of bodily injury or damage not covered in their entirety by Cabrini's insurance.
- N. Billing is done through the Business Office. It is the student's responsibility to ensure that payments are up to date and/or payment arrangements have been made in order to enter housing. Any student who does not have payments up to date and/or payment arrangements will not be able to live in residence.
- O. All residential students are required to have a Meal Plan. Freshmen, Sophomores, and Juniors are required to choose the 19 or 14 meal plan through dining services. Senior residents living in the Cabrini Apartment Complex may choose any meal plan available. Students may change their meal plans before the start of the academic year without penalty. Refer to the Student Handbook for all charges and refund policies if you wish to cancel or change a meal plan during the course of the academic year.
- P. Students must maintain satisfactory academic progress as defined in the Student Handbook in order to remain in University housing.
- Q. All students who reside in University housing are required to comply with all medical documentation, immunization, and health insurance requirements as outlined in the Student Handbook.
- R. The University reserves the right in its sole and absolute discretion, to take appropriate action against a student. This includes, without limitation, the termination of this agreement, if a student violates University policies, violates federal, state, or local law or is otherwise a detriment to his/her safety or to the welfare of the community.

- S. Students' guests are required to abide by the same policies outlined for students; students are responsible for the behavior of their guests. Students are responsible to make sure they are abiding by the guest policy outlined in the Student Handbook.
- T. The University may terminate this agreement by written notice if the student fails to comply with the agreement. The student remains liable for housing and board charges for the full academic year unless released from this agreement by the Office of Residence Life.
- U. All students residing in University housing are required to utilize their Cabrini University assigned email account as a primary method of communication from the Office of Residence Life and University offices.
- V. If any of these provisions are found to be invalid the remaining provisions shall remain in full force and effect.

## BY SIGNING BELOW, I UNDERSTAND THAT THIS AGREEMENT IS FOR ONE ACADEMIC YEAR.

I hereby certify by receiving housing, I am agreeing to live in the residence halls for the full academic year. I have read, understand, and agree to comply with the terms and conditions listed in the Student Handbook, University Catalog, and those listed in the conditions of this agreement. I also understand that if I so choose to leave University housing, canceling this agreement will result in a **\$300.00 cancellation fee.** 

## I UNDERSTAND AND AGREE THAT THIS HOUSING CONTRACT IS LEGALLY BINDING FOR THE ENTIRE ACADEMIC YEAR (FALL & SPRING SEMESTERS).

My signature acknowledges that I have read this contract. In addition, I understand that I am responsible for all costs associated with University housing and that those rates may not yet have been determined at the time of my signature. Failure to sufficiently meet these financial responsibilities will result in my forfeiture of University Housing.

STUDENT NAME

STUDENT SIGNATURE

DATE

PARENT NAME (If student is 17 or under) PARENT SIGNATURE

DATE