

Towson University  
Housing Contract – Includes Dining Services  
Academic year 2016 – 2017

**This Housing Contract (“Contract”) is an agreement for housing accommodations and dining services at Towson University (“University”).**

### **1. Period of Contract**

This Contract is for the entire academic year, BOTH FALL AND SPRING TERMS (or the balance thereof). It is the student’s responsibility to pay housing fees for the duration of this Contract. This Contract does not provide for housing during Minimester. Living in university housing for Minimester is optional; students must be enrolled for Minimester, will be charged an additional fee and are assigned to a special living area (except students living in Towson Run Apartments, Carroll and Marshall Halls, who continue their residency during spring term).

### **2. Meal Plans**

All resident students, except those living in Towson Run Apartments, Carroll and Marshall Halls, are required to purchase a meal plan option (minimum 10 meal plan). Students living in Towson Run Apartments, Carroll and Marshall Halls, may purchase a meal plan at their option. Meal service dates and hours will generally coincide with university housing occupancy periods. Exact dates, hours and locations during which meal service is available will be established by the University each term.

### **3. Eligibility**

Only Towson University degree-seeking students carrying a minimum of 12 units per term are eligible to live in university housing. Resident students must have proper academic and disciplinary standing as determined by the University.

### **4. Priority for Space Assignments; Assignments**

Upon acceptance of the initial housing deposit, the University guarantees on-campus housing to new freshmen for four consecutive terms provided they are enrolled as full-time students, pay all fees, meet all deadlines and follow all established procedures for continued living in university housing. Once new freshmen complete four consecutive terms, university housing is obtainable on a space-available basis. Students who leave university housing before completing four consecutive terms are no longer guaranteed housing. For all other students, university housing is obtainable on a space-available basis.

The University will furnish space in university housing and will grant the resident use of the housing facilities in accordance with the terms and conditions specified in this Contract. Students agree to accept their initial assignments. Although the University will attempt to accommodate students’ assignments and their roommate requests, students are not guaranteed their requests will be granted. No room change requests will be considered for the first two weeks of the term. Students may be assigned to a “Fall triple,” a room for two students furnished for temporary occupancy by three students. A resident who cannot be assigned to a regular space may be assigned to “overflow” housing, a temporary assignment until a permanent assignment is made. Students residing in special living option areas (e.g., alcohol-free, honors, etc.) must maintain the requirements of the area or be subject to reassignment.

The University hereby grants to the student a revocable license to live in the University’s housing, subject to the terms and conditions of this housing contract. The parties agree that, notwithstanding any language to the contrary contained herein, this housing contract does not constitute the grant of a tenancy or leasehold to the student, and Maryland Annotated Code, Real property Article, Title 8 “Landlord and Tenant” does not apply to this housing contract. Furthermore, this Contract does not constitute owning or renting and occupying living quarters in Maryland for the purposes of the University System of Maryland Policy on Student Residency Classification for Admissions, Tuition and Change Differential Purposes.

### **5. Fees and Payments**

Fees for housing and dining services are established each year by the University System of Maryland Board of Regents. Fees may be increased later in the year by the Regents. Fees must be paid in full in accordance with the procedures and deadlines established by the University.

Room rate fees vary depending on the assignment the student receives. Students are not guaranteed a particular assignment nor room rate. When a resident’s assignment is changed, the appropriate adjustment will be made in the room rate fee. Room rate fee adjustments will be prorated when assignments are changed during an academic term.

### **6. Housing Deposit**

All resident students are required to make a non-refundable \$350 housing deposit to reserve a space in university housing. The housing deposit is non-refundable but will be united to the student’s spring term account if the student continues to live in university housing.

## **7. Care of Housing and Dining Facilities**

Each resident is responsible for his/her actions, for the actions of his/her guests, and for proper use and care of the housing and dining facilities, assigned space, common areas and university property. Each resident agrees to use safety and security equipment within his/her assigned housing space and building appropriately; report damages, interrupted service or need for repairs; and assist the University in identifying individuals responsible for damage, theft or loss. Each student is responsible for cleaning his/her room and bathroom (if applicable). At check-out, each resident will return the assigned space and its university furnishings in the same condition as they were received, with the exception of normal wear and tear. All university furnishings must be kept in the assigned space at all times, remain in an upright position on the floor and not be disassembled in any manner.

## **8. Liability for Damages**

Individuals identified as responsible for damage, theft, loss or special services (whether intentional or negligent) in their assigned space or in common areas of the housing and dining facilities will be charged the cost of repair, replacement or restoration, within or to the assigned space or building or public areas, and any necessary cleaning charges. When individual responsibility cannot be determined, residents may be held collectively responsible at the University's discretion for damage, theft, loss or special service to the assigned space, to common areas or to university fixtures, furnishings or property within them.

An equal portion of the charges will be assessed to each student in the assigned space, building or residence area, as appropriate.

## **9. Utilities, Cleaning and Repairs**

The University will provide heat, water and electricity and will remove trash from designated areas and clean common hallways, floor lounges and public areas on a scheduled basis. The University will make all repairs and perform maintenance in university housing and the resident's room with authorized personnel upon request, on routine schedules and under a system of priority scheduling.

## **10. Openings and Closings**

Housing is provided under this Contract from the beginning of check-in before the first day of classes each (fall and spring) term through check-out within two hours after the resident's last final examination at the end of each term, except for closings during vacation periods listed in the *Undergraduate Catalog*. (Exceptions: Students assigned to Towson Run Apartments and Global Village should refer to their building guidelines for check-out deadlines. An additional fee is charged for those living in nine-month housing, which is open during breaks.) Towson University may, in its sole discretion, declare that a campus emergency exists, and may require any or all residents to vacate university housing. A resident is officially checked in when he/she accepts his/her room/apartment keys from the building staff. During breaks at the end of the fall and spring terms, all students are required to vacate university housing before the time and date established for building closing and may not re-enter their buildings or rooms until break has ended. Students must follow check-out procedures established by the Department of Housing and Residence Life and must return all keys to the building staff. Residents should remove all valuables from their rooms during closings.

## **11. Resident Conduct**

Each resident agrees to familiarize himself/herself with and to abide by the rules, regulations, policies and procedures as outlined in the *Undergraduate Catalog*, "Policies, Procedures, and guidelines Affecting Students" on the university webpage, the University's Code of Student Conduct, and all other university policies and procedures, all as amended from time to time. All such rules, regulations, policies and procedures, and any amendments to them, are incorporated by reference into this contract. Each resident agrees to take primary responsibility for his/her own safety and security and for the safety and security of his/her residence and dining communities. Each resident will ensure his/her roommate(s) has access to and equitable use of the assigned space. Smoking is prohibited inside all university housing. Towson University is a smoke-free campus.

## **12. Use of/Change of Assigned Space**

The Department of Housing and Residence Life reserves the right to relocate a resident from one space to another in order to maintain the academic atmosphere and ensure student health, safety, well-being and maintenance issues. The assistant vice-president shall have the final decision on relocation matters. Each student agrees that room changes may be made only with the written approval of the Department of Housing and Residence Life, in accordance with established procedures. When a vacancy occurs in his/her assigned room, the resident agrees to follow established procedures for the reassignment of another student to that space. When vacating an assigned space, residents must complete established check-out procedures.

Each resident agrees to live only in the space to which he/she has been assigned; not to sublet or otherwise use or grant use of the assigned space or other university facilities for any unauthorized purpose; and not to sell, solicit or conduct a business enterprise in the assigned space or facilities without written permission from the assistant vice-president.

### **13. Room Entry, Inspection and Property Removal**

The University shall have the right to enter the student's room to enforce the Code of Student Conduct and university policies and regulations, and to otherwise carry out its responsibility to maintain discipline and order consistent with its educational mission. The right of entry shall include the right to inspect the room to protect the health and safety of students and university employees and/or agents, to maintain order and discipline, and to keep the rooms in good order and repair.

In the event the University enters a student's room, it shall make reasonable efforts to provide the student assigned to the room reasonable notice of entry. Advance notice need not be given, however, if the University, in its discretion, believes that such notice will interfere with its ability to maintain order and discipline, or endanger the health and safety of students and/or university employees, or where immediate entry is deemed necessary to protect and/or to maintain property, or where immediate entry is otherwise allowed by law. When a student initiates maintenance or housekeeping requests, appropriate personnel are authorized to enter the room to provide service without notice.

The University reserves the right to remove and dispose of any personal property remaining in a room following termination or expiration of this Contract, the resident's separation by or from the University, and/or the date of check-out. The student may be assessed a charge for costs incurred.

### **14. Release from Liability**

The University cannot and does not assume responsibility for personal accident, injury or illness to residents, guests or visitors, or the damage, theft or loss of personal property. The student (parent/guardian) who signs this Contract hereby releases the University, its officers, agents and employees from any liability on account of any accident, injury, illness, property damage, theft or loss. Students should have private insurance against such harm or loss.

### **15. Review of Housing and Dining Status**

When the University determines that a resident has violated a term of this Contract or any university policy, rule, regulation or procedure, including the Code of Student Conduct and/or policies for university housing, the resident shall be subject to administrative procedures and action, disciplinary procedures as described in the Code of Student Conduct, and/or financial responsibility for any damage, theft or loss.

Administrative action may include termination of housing and/or dining services. The University may terminate housing services to a student whose meal service plan is terminated. The University may also take disciplinary and/or administrative action including terminating this Contract on account of a resident's violation of state or federal law.

The University also reserves inherent authority to take prompt disciplinary and/or administrative action, including (a) temporary suspension from university housing and/or dining privileges pending administrative and/or disciplinary action and/or (b) termination of this Contract, when in its judgment there is a reasonable basis to believe such action is reasonably necessary to protect the safety, health, property and/or well-being of the student or others.

### **16. Termination of Contract**

The University may unilaterally terminate this Contract at any time and require the resident to forfeit immediately the assigned space and meal plan privileges when (a) a person's enrollment is canceled or enrollment contract is not accepted; (b) information furnished by or for the individual is incomplete, substantially misleading, or false in whole or in part; (c) the resident is not properly registered, has ceased attending classes, is denied services from the University because of outstanding debts, is academically dismissed, is dismissed from the University or required to vacate university housing for administrative and/or disciplinary reasons, or for any other reason loses status as a student at Towson University, or fails to carry at least 12 units per term. In such cases, the individual may be required to vacate the assignment and accept termination of the meal plan on the date of separation from the University or as otherwise specified in writing by the University; (d) it is determined, as described in Paragraph 15, that the student has violated university rules, regulations or procedures. In such cases, he/she may also be denied continued access to any university housing and/or dining facility; or (e) university dining facilities are inadequate in number or physical condition to serve the student appropriately. When a resident's contract is terminated he/she must vacate the assigned space within 24 hours.

### **17. Release from Contract**

The Housing contract is for the entire academic year, both fall and spring terms. A student may request a release from his/her contract only for the following reasons:

- a) graduating in December/January
- b) separation (e.g., transferring, withdrawing, suspension) from the University
- c) university-sponsored activities: student teaching, study abroad, exchange programs or internships, any of which are beyond a 20-mile radius
- d) marriage
- e) not carrying the minimum of 12 units

All students requesting a release will need to present appropriate documentation.

### **18. Units and Refunds**

If a student is released or terminated from this Contract and checks out by the eighth (8<sup>th</sup>) calendar day after the official start of the term (fall or spring term), 80% refund of the room fee will be processed; if the student is released from this Contract and checks out between the ninth (9<sup>th</sup>) and the twenty-first (21<sup>st</sup>) calendar day after the official start of the term, a 60% refund of the room fee will be processed. No room fees will be refunded beginning with the twenty-second (22<sup>nd</sup>) calendar day after the official start of the term. As noted in paragraph 6, the housing deposit is non-refundable. Meal plan refunds will be prorated based on either unused weeks or meals remaining, depending on the type of plan.

#### **19. Limitations on Services**

Interruptions to the services provided by the University pursuant to this Contract may occur by an act of God, limited or restricted control, or availability of resources as determined by the University, maintenance activities or other condition reasonably beyond administrative control. Standards and levels of services are determined by the University.

#### **20. Failure to Claim Services**

When an individual neither claims keys at check-in, nor notifies the Department of Housing and Residence Life of delayed arrival by noon on the first day of class of fall term, the Department of Housing and Residence Life will terminate this Contract and the individual, regardless of his/her university status, will forfeit his/her housing deposit.

#### **21. Confirmation of Contract**

The student (and parent or guardian if the student is under 18) must sign and submit this Contract without alteration. This Contract has not been accepted by the University nor does the student have permission to reside in university housing until he/she has been provided a confirmation of housing and dining services and/or a notification of room assignment.

#### **22. Keys**

Possession of any key for university housing not issued to the student by the Department of Housing and Residence Life is prohibited. Entry to any housing facility with an unauthorized key is subject to charges of illegal entry. Duplication of university keys is prohibited.

#### **23. Health Insurance**

Students are legally responsible for any medical expense incurred during enrollment at Towson University. The University will not be responsible for any medical expenses.

If the student is not covered by a personal or family health insurance policy, the student is strongly encouraged to purchase the university's health insurance plan.

#### **24. Access to University Housing**

The University, its administrators, officers, employees and agents shall have access to university housing, including hallways and common areas, to perform university-related duties, including, but not limited to: working with university housing residents or implementing student services programs; performing custodial, maintenance and operational services; and performing safety, emergency, security, police or fire protection services.