

TERMS AND CONDITIONS OF RESIDENCY

2019 – 2020



PLEASE READ THIS DOCUMENT CAREFULLY

IT IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND THE UNIVERSITY

AGREEMENT: All the terms, conditions, and information contained in this 2019-2020 University of Chicago Housing & Residence Life terms and Conditions of Residency (“contract”) are an integral and binding part of this contract. This contract is made and entered into between University of Chicago (“UChicago”) and the undersigned student (or their legal guardian if said student is under the age of 18) (“the student”). The student shall be assigned to a residential unit as determined by UChicago in its sole discretion. The contract term is from September 21, 2019 (first year students); September 27, 2019 (upperclass students) to June 12, 2020 (non-graduating students); June 14, 2020 (graduating students) (“the term”). The student shall pay, in full, the balance of room and board charges per the payment plan selected by the student as described in the Bulletin and Schedule of Classes, the terms of which are hereby incorporated herein by this reference. It is further agreed and understood that room and board charges are subject to modification by University in the event either the student’s room assignment changes or the number of students assigned to their room changes during the contract period. This contract may only be terminated (i) with the prior written approval of the Executive Director of Housing & Residence Life, and (ii) in accordance with the terms and provisions set forth in Section Q.

A. INTRODUCTION

All material contained in this document is, and shall be deemed, an integral and binding part of this contract. It is the student’s responsibility to become familiar with and to abide by all provisions of this contract, and by executing this contract, the student is acknowledging that they has done so. The student shall also comply with all rules, regulations, policies, and procedures set forth in the Housing & Residence Life Discipline Policy and University student Handbook, all of which are hereby incorporated herein by this reference.

B. GENERAL TERMS AND CONDITIONS

UChicago and the student intend to maintain this contract in full force and effect for the term (which corresponds to the University academic year); provided, however, that the parties expressly agree that this contract shall automatically terminate, though the student shall remain subject to a cancellation charge as provided for herein, and that the student must immediately “check out” of and vacate their room pursuant to the terms of Section L on the date they are no longer enrolled at UChicago. The student agrees to comply promptly and fully with all oral and written instructions of UChicago officials relating to the conditions of this contract. The student shall not make or permit any use of their assigned room or residence hall or dining privileges for (i) any commercial purposes, or (ii) in violation of any federal, state, or local law, ordinance or regulation, or UChicago policy, including but not limited to those related to alcohol, narcotics, smoking, gambling, firearms, and weapons, or (iii) any activity, which, in the opinion of UChicago officials, violates any law or UChicago regulation; is dangerous to life, limb, or property; interferes with the study, sleep, or comfort of any resident of the building; or permits occupancy by any but students duly assigned by Housing & Residence Life staff.

C. ROOM ASSIGNMENT POLICIES

The student acknowledges that UChicago makes housing assignments for the entire academic year or remaining portion thereof. Under no circumstances will UChicago make assignments or approve any room changes based upon any applicable, statutorily prohibited factor, including, without limitation, race, sexual orientation, national origin, or religion. Singles and/or temporary housing may be assigned at the discretion of the Housing & Residence Life staff or designee, but such double rooms assigned as singles may revert back to double rooms if the Housing & Residence Life staff or designee determines, in their good faith discretion, reason exists. Priorities for specific housing preferences are based upon the criteria included in this contract and the date and time of receipt of this contract by Housing & Residence Life. If the student fails to occupy assigned accommodations on or before the first day of classes of a quarter without having contacted Housing & Residence Life in writing, then the space may be assigned to another individual, this contract may be terminated, and cancellation fees may be assessed. All room and roommate changes must be approved by the Housing & Residence Life staff or designee and/or other authorized UChicago officials. Room change requests will be honored only during the designated room change period, unless the change is a result of consolidation. (See Section E below.) In accordance with applicable policies, all UChicago first-year, non-transfer, students are required to live in UChicago residence halls for six quarters (summer quarters will not fulfill this requirement).

D. BOARD PLAN

The student is required to participate in an UChicago-sponsored board plan, unless otherwise indicated. The student's minimum required board plan is based on their class level and/or residence hall room type assignment. With respect to board plans, the student shall comply with all rules, regulations, policies, and procedures set forth in this contract, the UChicago Housing & Residence Life Discipline Policy, and UChicago student Handbook. No request to change the student's board plan will be honored or processed during the term, unless such request is made in writing during the designated meal plan change period. Board plan change requests, including cancellation, must be submitted in-person to UChicago Dining. The student acknowledges that no dining service is available between December 14, 2019 and January 4, 2020 & March 21, 2020 and March 29, 2020. Board plan benefits, including meals and Maroon Dollars, do not transfer if the student changes their board plans in any way. Board plan values, including Maroon Dollars, will roll forward between quarters within an academic year, but any remaining meal plan value at the end of the spring quarter will be forfeited.

E. CONSOLIDATION POLICY

If the student has not contracted for a single occupancy room and is without an assigned room/suitemate at any time during the term, they may receive written notice that they have been placed into room/suite consolidation. Consolidation requires the student to select or be matched with a room/suitemate from a list of residents who also do not have room/suitemates. The list will be provided by the Housing & Residence Life staff or designee. A change in rooms/suites and/or room/suitemates must be approved in writing by the Housing & Residence Life staff or designee before the move, and such move must be completed within 48 hours after approval, unless otherwise noted in the approval. If an approved move has not been completed within the designated period, then UChicago may automatically begin to charge the student, and they shall be obligated to pay the single room rate, may be reassigned to another room or suite, or may be required to receive a newly assigned room/suitemate.

F. DAMAGES; CONDITIONS OF ROOMS

The student will be held financially responsible for damage (other than normal wear and tear) to their room and in other areas of the residence hall complex (including, but not limited to, fire damage). Damage assessments will be billed to the student's account. If Housing & Residence Life is not able to identify a responsible party, or parties, and/or no person or persons take responsibility for damages, it is understood and agreed that all occupants of a room will be billed equally for room damages. Alterations to the room including walls, floor, ceiling, doors, wiring and furnishings are prohibited. Students are responsible for the cost of repairing damage to the room(s) and building in case of fire, smoke, etc., if caused by a violation of residential policies. The condition of the student's room will be verified through a Room Condition Form ("RCF"), which is completed by the student at check-in. Failure to return the RCF within 72 hours of check in will result in the staff defaulting the state of the room to the most recent staff inspection. Damage done to central areas not assignable to specific individuals may be pro-rated to all students residing on that floor or in the complex. The student is not permitted to install additional or different locks of any type on room doors. Such locks will be removed by UChicago staff at the expense of the room occupants. Reasonable cleanliness of the room is the responsibility of the occupants of that room. Periodic room inspections may be made by authorized UChicago officials for the purpose of ascertaining damage or conditions deemed potentially threatening to health or safety. The times for these inspections, except during deemed emergencies, will be announced at least 24 hours in advance. The student is to promptly correct deficiencies discovered because of a room inspection. The student is required to place maintenance requests for room through the Maximo work order system at: <https://fsmaxprsrv.uchicago.edu>. The student is held personally and financially responsible for all behavior that takes place within or emanates from their assigned room.

G. LIABILITY

UChicago assumes no responsibility or liability for the personal property of the student including items placed into storage. This includes, but is not limited to, damage or loss due to fire, theft, flooding, vandalism, abandonment, and the like. If the student desires this kind of protection, they must make their own arrangements for such insurance.

H. ACCESS

Access to campus housing is through the UChicago issued identification card (the "ID card"). The ID card also acts as the meal pass for all UChicago dining locations. All guests must be signed into the residence halls in accordance with current guest policies. (See the UChicago Housing & Residence Life Discipline Policy) The student will be held responsible for the behavior of their guests. The student must always carry their ID card to enter the building and/or to use their meal plan. If the student cannot show a valid ID card, they may be denied access to their assigned building and may be unable to use their meal plan. Lost or broken ID cards must be reported to ID Card and Privileges immediately and must be replaced within one business day of reported loss/damage. A replacement fee will be charged, by the ID & Privileges Office, for all malfunctioning, lost, stolen, or damaged ID cards.

I. ROOM INSPECTION, ENTRY, AND SEARCH

It is the policy of UChicago to grant students only such limited privacy in their rooms as may be consistent with the basic responsibilities of UChicago to fulfill its educational functions and to conduct its day-to-day operations. The student acknowledges that these responsibilities require UChicago to have a reasonable right to enter the student's room to assure proper upkeep, confirm occupancy, to provide for the health and safety of the student and/or other students, and/or to investigate, when reasonable suspicion exists, possible violations of law or UChicago regulations occurring therein. In furtherance of the foregoing, regular room inspections will take place at least once per quarter.

J. VACATION PERIOD

All residence halls will remain open throughout the term, excluding quarterly recess, which includes winter and spring break (the "break period"). Students not living in the residence halls for the following quarter must vacate their rooms prior to the start of the break period, absent prior written permission from Housing & Residence Life to remain in their rooms beyond this date. Any unauthorized individual living in the residence halls during the vacation period will be assessed a daily fee of \$250.00 per 24-hour period and an improper check-out fee and may be reported to the relevant UChicago officer for possible disciplinary action. The student is not required to turn in their room or mail keys during the break period, but a fee will be assessed for any missing key(s) at the time of the re-opening of the halls the following quarter. (See Section M.)

K. UNAUTHORIZED USE OF ROOMS

The student shall neither allow anyone to live in their room who is not assigned to the room by an authorized UChicago official nor assign nor sublease this contract to any other person. Any unauthorized person living in the room will be deemed to be trespassing and may be subject to appropriate legal action, and the student may be subject to disciplinary action. Any attempted assignment or sublease of this contract shall be automatically deemed null and void and of no effect, and the student shall remain fully liable under this contract.

L. CHECK IN and CHECK OUT

The student move in or check in will occur on the first day the student, based on their class status, is permitted to be in residence. If the student is granted permission to arrive prior to the start of the contract, all contract terms, including cancellation assessments, will apply as of the date of the student's actual move-in, including temporary and short-term housing. Early arrival requests, which must be approved by Housing & Residence Life, must be submitted via email at: housing@uchicago.edu. Provided their request for early arrival is granted, the student check in may occur prior to the first day of the contract and will result in additional nightly fees for early arrival. Cancellation terms (See Section Q below) are effective upon the student check in. The student will not be considered officially checked out of their room until all personal possessions are removed and room keys are returned. The student agrees to follow the current check-out policy when moving out of the residence hall. (See the Housing & Residence Life website for the most current version of the check-out policy and associated fees.) The student will be assessed a \$50.00 fee for not following check-out procedures. Other fees that may be incurred include, but are not limited to, cleaning fees, damage fees, and a nightly fee for each additional day past the contract end date. Any personal property which student fails to remove prior to check-out, abandonment or other surrender of the Premises to UChicago shall be deemed abandoned by student and shall become the sole property of UChicago, and UChicago may retain or dispose of the same as UChicago sees fit without claim by student or his or her designee thereto or to any proceeds thereof.

M. KEYS AND PASSES

One room key and one mailbox key shall be issued to the student. (The ID card functions as a room key for Max Palevsky Residential Commons, Renee Granville-Grossman Residential Commons, and Campus North Residential Commons residents.) Said keys shall remain UChicago property licensed to the student only so long as the student may rightfully occupy the residence hall room to which said keys correspond. The student shall not deliver, surrender, or otherwise relinquish possession of said keys to another person without the prior written consent of an authorized UChicago official, nor shall the student duplicate or modify said keys or cause or permit said keys to be duplicated or modified. As further explained below, if the student loses or fails to return their keys, they will be assessed a lock change charge and replacement key charges. Replacement cost for loss of student ID card will result in a card replacement fee. Unauthorized possession, duplication, or modification of said keys may be grounds for disciplinary action and/or criminal prosecution. The student shall deliver possession of said keys to an authorized UChicago official immediately upon termination, regardless of the cause, of the student's right to occupy the room to which said keys provide access, or otherwise immediately upon demand of such official. Violations of any provision of this paragraph, including, but not limited to, failure to return said keys to UChicago because of theft or loss, shall subject the student to a replacement fee and may be grounds for declaring the student in breach of this contract or the taking of other actions by UChicago. The ID card issued to the student shall allow entry into the residence hall only so long as the student may rightfully occupy the residence hall room to which the student is assigned. The student may not lend their ID card to any other person. Unauthorized use of ID cards may be reported to the relevant UChicago officer for possible disciplinary action.

N. NONWAIVER OF COVENANTS AND CONDITIONS

The failure of UChicago to require strict performance of any of the covenants or conditions of this contract, or to avail itself to any rights or privileges enumerated herein in any one or more instances with regard to any one or more students, shall not constitute a waiver or relinquishment of its future right to enforce such covenant, condition, right, or privilege, and the same shall remain in full force and effect. The receipt by UChicago of any payment, without knowledge of a breach of any covenant or condition hereof, shall not constitute a waiver of such breach. No waiver by UChicago of any provision hereof shall be effective unless expressed in writing and signed by an authorized representative of UChicago. This contract shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles, and the parties agree to personal jurisdiction and venue in the state and federal courts located in Cook County, Illinois, in any suit or proceeding arising out of the subject matter of this contract.

O. RESERVATION OF RIGHTS

UChicago reserves the right to make assignments of space (See Section C above); to authorize or deny room or roommate changes (See Sections C and E above); to consolidate vacancies (See Section E above); or to require the student to move from one room or hall to another, as determined by UChicago, in its discretion to be in the best interest of the student, other students, and/or UChicago.

P. NON-DISCRIMINATION

UChicago is committed to the exploration of values and new ideas. UChicago, therefore, seeks to provide a learning environment free of harassment and discrimination against any person or group based on race, gender, sexual orientation, age, national origin, religion, marital status, disability, or other applicable statutorily protected factor. It is understood that any such discriminatory or harassing behavior on the part of the student shall be a material breach of this contract.

Q. CANCELLATION POLICY

This contract is for the term, which corresponds to the 2019-2020 academic year. To cancel, the student must submit a written request for room and board contract cancellation to Housing & Residence Life. Cancellation requests must be submitted via email at: housing@uchicago.edu. Cancellation requests submitted by any other means will not be honored or processed. The student acknowledges and agrees that UChicago reserves the right to assess cancellation fees in the event Housing & Residence Life staff to the early termination of this contract:

If the student withdraws from the University this contract will only be terminated after Housing & Residence Life receives written notification from the student and the student's belongings have been removed and the keys have been returned. students will receive a refund of their room charges minus the per diem rate for their room for each night they occupied the space.

If the student withdraws due to medical, mental health, or other extenuating circumstances, the College may provide notification to Housing & Residence Life of the student's departure. It is the responsibility of the student or the student's parent/guardian to remove the student's belongings and return all keys. Belongings left behind five (5) business days after notification will be considered abandoned and will be disposed of by the University with no liability. students will receive a refund of their room charges minus the per diem rate for their room for each night they occupied the space.

Petitions to be released from the Housing contract are considered only in cases of extraordinary circumstances which have arisen after the contract was signed. If the petition is granted by the University, this contract will be terminated. The student will receive a refund of their room charges minus the per diem rate for their room for each night they occupied the space. If the petition is not granted by the University, the student will be held to the full terms of this contract including full payment of all charges. There will be no refunds after the last day of classes for each quarter.