

Towson University
Housing Contract – Includes Dining Services
Academic Year 2023-2024

This Housing Contract (“Contract”) is an agreement for housing accommodations and dining services at Towson University (“University”), by and between the University and the undersigned Eligible Student Applicant, as defined in Section 3 below (the “Resident” or the “student”) (and Resident’s parent or guardian if Resident is under 18 years of age), and the parties hereto agree as follows:

1. Duration of Contract

This Contract is for the entire academic year, which includes FALL AND SPRING Semesters (or the balance thereof) (the “Term”). It is the student’s responsibility to pay housing fees for the Term of this Contract. This Contract does not provide for housing during Minimester or breaks (except students living in The Residence at 10 West Burke Avenue, Towson Run Apartments, Barnes and Marshall Halls, and Residence Tower who continue their residency during spring semester).

2. Meal Plans

All Resident Students are required to purchase a mandatory minimum meal plan.

Notwithstanding the foregoing, meal plans shall be optional for those Residents in Towson Run Apartments, Barnes and Marshall Halls, The Residences at 10 West Burke Avenue (only those with full kitchens; Residents in those dwellings with convenience kitchens, floors 2 through 5, will be required to purchase the requisite meal plan minimum).

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 Semester.

3. Eligibility

Only degree-seeking, admitted, and enrolled undergraduate Towson University students carrying a minimum of 12 units per term are eligible to live in university housing and must meet eligibility requirements determined by Housing & Residence Life for the academic year. Resident may be deemed in breach of this Contract if Resident fails to carry the minimum number of course units at any time during the Term, however such a breach does not release Resident from the financial responsibility for this Contract. Resident students must have proper academic and disciplinary standing as determined by the University.

4. 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 utilized as a credit on the student’s spring semester account if the student continues to live in university housing. The housing deposit shall also be forfeited and non-refundable if this Contract is cancelled or terminated for any reason prior to the end of the Term of the License.

5. Assignments

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 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. Any 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 Living Learning Communities, alcohol free, or gender inclusive housing must maintain the requirements of the area or be subject to reassignment.

6. Fees and Payments

Fees for housing and dining services are approved by the University System of Maryland Board of Regents. Fees are subject to increase by the Board of 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 or room rate. When a resident’s assignment is changed, the room rate fee will be adjusted reflective of the change. Room rate fee adjustments will be prorated when assignments are changed during the Term of this Contract.

7. Care of Housing and Dining Facilities

Each resident is responsible for their actions, for the actions of their 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 their 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 their 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 shall 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. Resident is responsible for maintaining their space in an orderly, safe, and sanitary condition at all times. 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. Resident shall not perform their own repairs nor alter University furnishings or equipment.

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 twenty-four hours after the resident's last final examination at the end of each term, except for closings during vacation periods listed in the University Undergraduate Catalog. (Exceptions: Students assigned to The Residences at 10 West Burke Avenue, Towson Run, Barnes Hall, Marshall Hall and Residence Tower should refer to their building guidelines for check-out deadlines.) 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 they accept their room/apartment keys from the building staff. During breaks at the end of the fall and spring semesters, 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 may choose, at their own risk, to leave personal property in their assigned space during breaks, however, all students should remove any valuable personal property from their assigned rooms during closings.

11. Resident Conduct

Resident agrees to familiarize themselves 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 any addenda thereto, and all other university policies, procedures, guidelines, and protocols, 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 their own safety and security and for the safety and security of their residence and dining communities. Each resident will ensure their 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 per the smoke free campus policy.

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, maintenance issues and/or consolidation of spaces. The Assistant Vice-President of Student Affairs, Housing & Residence Life or designee 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 their 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 they have been assigned (the bed and furniture for one student in a multiple occupancy room or the entire room in a single space); 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 reserves 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 sole

and absolute 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 will assume no responsibility for accident, personal injury, or illness sustained by residents, guests or visitors, nor for the damage, theft, or loss of personal property. The Resident hereby releases, indemnifies and holds harmless the University, its officers, employees, and agents from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of this Contract or the use or occupancy of the space (room or apartment) or building by Resident, guests and invitees Resident brings to the building. University recommends that Resident secure private insurance protection against such harm or loss.

15. Review of Housing and Dining Status

When the University determines that a resident has violated a provision 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 Resident 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 or pursuant to the terms and conditions of this Contract, in the discretion of the University, that the student has violated university rules, regulations or procedures. In such cases, they 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 they must vacate the assigned space within 24 hours.

17. Force Majeure

If the University's performance hereunder is rendered impossible, hazardous, or is otherwise prevented, hampered, interrupted, impaired, or delayed due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riot, strike, labor difficulty, war (including civil war), embargo, epidemic, pandemic, evacuation, fire, flood, explosion, earthquake, quarantine restriction, any act or order of any civil or military authority, acts of any government or governing authority, and/or any other cause or event, similar or dissimilar, beyond the University's control, then the University shall be excused from performance of this Contract and will not have any liability in connection therewith. University and Resident hereby acknowledge and agree that they are entering into this Contract at a time when COVID-19 has already disrupted and caused the termination or cancellation of preceding housing contracts. The parties also acknowledge and agree that, while the COVID-19 response and evolution of impact(s) is current and ongoing, COVID-19 is a Force Majeure event, as defined above, and, with the knowledge that COVID-19 will continue to be a Force Majeure event for purposes of this Contract, notwithstanding, the parties wish to enter into this License with full knowledge and agreement that this Contract may be cancelled, terminated, or suspended under this paragraph. Each party agrees that the University shall not be responsible for any damages sustained by the Resident.

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.

18. Release from Contract

The Term of this Contract is for the entire Academic Year, both fall and spring semesters. A student may request a release from their 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) military duty
- e) marriage
- f) pregnancy
- g) commuting from a student's permanent residence that is within a 30-mile radius of the university
- h) not carrying the minimum of 12 units

All students requesting a release will need to present appropriate documentation. This Contract shall not be transferable by the Resident.

19. Units and Refunds

If a student is released or terminated from this Contract and checks out by the eighth (8th) calendar day after the official start of the term (fall or spring semester), 80% refund of the room fee will be processed; if the student is released from this Contract and checks out between the ninth (9th) and the twenty-first (21st) 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 (22nd) calendar day after the official start of the term. In accordance with this Contract, the housing deposit is non-refundable. Students living in housing that requires a meal plan must cancel housing before requesting their meal plan cancellation. Meal plan refunds are prorated based on the date the cancellation request is received and the remaining weeks or meals left on the plan. Refunds cannot be backdated.

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 the Term, the Department of Housing and Residence Life will terminate this Contract and the individual, regardless of their university status, will forfeit their housing deposit.

21. 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.

22. Health Insurance

Students are required to carry health insurance and 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.

23. 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.

24. General Conditions

This Contract is subject to the terms and conditions herein, as well as all current rules, policies, regulations, procedures and responsibilities stipulated within the Undergraduate Catalog, student handbooks, Code of Student Conduct and any addenda thereto, newsletters, announcements, or other relevant University documents as may be identified by Housing and Residence Life, and these documents together constitute the entire agreement between them as to the specific subject matter hereof. 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 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. Failure to comply with the terms of this Contract may result in student conduct review and/or termination of the Contract at the discretion of the University.

25. Confirmation of Contract

The student (and parent or guardian if the student is under 18) hereby 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 they have been provided a

confirmation of housing and dining services and/or a notification of room assignment. The student hereby agrees that they have read and understood this Contract and hereby acknowledge agreement with the terms and conditions hereof.

Updated 1/30/2023