



NOTRE DAME  
OF MARYLAND  
UNIVERSITY

## Housing & Residence Life

Notre Dame of Maryland University (the "University") seeks to provide on-campus living for students at a reasonable rate. The University operates housing and dining services on a full academic year contract basis. This student housing contract is made by and between the University and the student or prospective student who (a) submits this Contract to the University, (b) accepts a room key for student housing or (c) otherwise enters into, agrees to or signs this Contract.

In consideration of the mutual promises and covenants of the parties herein, including Student's right to attend NDMU as a student, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Requirements.**

NDMU requires all full-time undergraduate students to live on campus until completion of sixty (60) credit hours (junior status) unless: (1) Student is living with a parent or legal guardian within the greater Baltimore area; (2) Student is twenty years of age or older; (3) Student is married or has dependent children; (4) Student is a military veteran; or (5) Student has a documented disability that cannot be accommodated within the residential living environment. A Student claiming an exemption must provide supporting documentation acceptable to NDMU. If Student is living with a parent or legal guardian, Student must provide an affidavit from both Student and Student's parent or legal guardian confirming the legal arrangement.

### **Eligibility.**

To be entitled to housing at NDMU, the Student must be enrolled as a full-time student or have approval from Housing & Residence Life as a part-time student. To be eligible for residency for the fall semester, the Student must be enrolled as an eligible student no later than August 18, 2024. A student will be deemed in breach of this contract if a student drops below the required course load during the Contract's term. Exceptions may be granted by Housing & Residence Life.

### **Occupancy.**

*Fees.* The Student will be licensed to occupy a single room in a residential hall (for the 2024-2025 academic year). The license will also include use of university common areas. Room and board fees will be invoiced on a semester basis. In the event that occupancy commences mid semester, fees will be prorated. Fees and charges are non-refundable unless a refund has been approved by Housing & Residence Life.



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*Assigned Room.* Students are not entitled to a particular room. Student will be assigned a room. NDMU reserves the right to make room changes prior to and during occupancy at its discretion for the benefit of Student or the residences community. Students in double or triple rooms who are without a roommate may be required to move in order to consolidate usage.

*Check In And Check Out.* Occupancy of a room begins at the time that a key and a swipe access card have been activated and delivered to Student for a designated room. At that point, Student may occupy the room. At check-in, Student and a Residence Life staff will complete a Room Condition Report detailing the current condition of the room and noting any existing damage or poor condition of the room, furniture, furnishings and equipment. Failure to check in with the Residence Life staff member in the assigned hall during the check in period and accepting delivery of the room key, swipe card and other materials and publications may result in the room being assigned to another student.

*Check out.* Occupancy terminates twenty-four (24) hours after Student completes final exams or when the residence hall closes, whichever is earlier unless terminated earlier pursuant to other provisions of the Contract. Any exceptions require written authorization from the housing and Residence Life office.

Check out of the room requires contacting the Residence Life staff member assigned to the hall during the checkout period that the student signed up for, returning the room key, and signing your original Room Condition Report (RCR). A room inspection will be conducted by the Residence Life staff member after departure of Student to ensure that the room is vacated in its original condition, normal wear and tear and damage noted in the Room Condition Report that had not been repaired after commencement of occupancy excepted, and there has been no damage to NDMU's furniture, furnishings and equipment. All property owned by Student or any visitor or third party must be removed at the time of checkout. If a student is late for their check-out time or leaves the room in a condition different from how it was when they moved in, as outlined in their Residence Community Rules (RCR), they will be charged a \$150 improper check-out fee.

*Room Keys and Swipe Access Cards.* Student may not duplicate any room keys or swipe access cards. Should a room key or swipe access card be damaged, destroyed or lost, Student may obtain replacements, but will be charged a \$50 fee.

*Property & Furniture.* NDMU will not be responsible for any loss or damage to Student property. Student is responsible for maintaining the room and NDMU furniture and furnishings in good order and condition, normal wear and tear accepted. In the event of any damage to the



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room or NDMU furniture and furnishings, Student will be invoiced for the cost of repair or renovation.

*Closing Residential Hall.* NDMU reserves the right to close the Residence Hall for health and safety reasons.

### **Term and Termination.**

*Cancellation.* This Contract is a legal binding agreement for the academic year. Any requests to cancel this contract must be made and submitted in writing to the Director of Housing and Residence Life with all documentation required to verify the stated reason for the request. Cancellations are not automatic, and all requests are subject to review and approval at the sole discretion of the Associate Vice President of Student Life. All decisions regarding approval or denial will be in writing. In the event that cancellation is approved, it will be in accordance with the discretion of representatives of the University and subject to conditions imposed.

*Cancellation Fees.* Student must request cancellation and then receive written approval from Housing & Residence Life before moving out of the residence hall. Students with a fall start date may cancel the Contract for any reason up until August 1. Students with a spring start date may cancel the Contract for any reason up until January 3. For any cancellations after these dates, please contact Housing & Residence Life at [residencelife@ndm.edu](mailto:residencelife@ndm.edu).

*Moving off campus.* Student will not be relieved from financial obligations under this Contract by moving off campus during the term of the Contract unless agreed in writing otherwise by Housing & Residence Life.

*Termination by NDMU.* This Contract may be terminated by NDMU for a good cause which includes any violation of the agreement, conduct which disrupts the orderly administration and/or function of NDMU, nonpayment of charges accruing under this Contract, mental or physical health jeopardizing the safety and well-being of other residences or the campus community, if the student is suspended, dismissed or expelled from NDMU or for other residence halls for disciplinary reasons, or *force majeure*. The NDMU reserves the right to require the Student to be examined by an NDMU approved physician or consult with a university approved counselor in the event of possible mental or physical health that may jeopardize the safety and well-being of Student, campus community or campus.

### **Conditions of Use.**



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*Visitation Policy.* Subject to NDMU policy, and federal, state, local laws and regulations, Student may generally have visitors in Student's assigned room. Student is responsible for the visitors and the conduct of the visitors. The visitors must comply with all NDMU policies and federal, state and local laws and regulations. Visitors in violation of law may be subject to arrest or, in case the visitor is another student, administrative and/or disciplinary action. In addition, students may be required to vacate the room, residential facility, or campus and may be barred from re-entry at the discretion of NDMU. Visitors must not interfere with sleep or study by roommates, suitemates, and neighbors and must be considerate of the rights and feelings of others, including respecting the privacy of roommates and suitemates. Private and/or intimate behavior may make others uncomfortable and is not acceptable in group living situations.

*Right to Enter.* NDMU and members of its staff, particularly public safety, facilities, housekeeping and residence life representatives reserve the right to enter any assigned room without prior notice in the event of a possible danger to the health, safety, and/or welfare of Student or the NDMU campus or community. Entry will be permitted without notice if there are any threats made on social media websites and applications. NDMU shall give reasonable notice for entering except cases of such an emergency. Before entering for the purpose of health and safety inspections, an attempt will be made to notify Student.

*Student Conduct.* Student agrees to satisfy and comply with all academic and behavioral expectations and rules outlined in the NDMU Honor Code, Residence Life Handbook, Student Handbook, and all other publications regarding student conduct and all rules or modifications of rules. Student acknowledges that Student has access to and understands the existing rules and regulations.

*Accommodations.* All recommendations for residential accommodations as related to a medical need or diagnosed disability are made by the Office of Accessibility (OA). Students who may require an accommodation in housing should notify the OA in the Lower Level of Theresa Hall or at [accessibility@ndm.edu](mailto:accessibility@ndm.edu) in a timely manner. OA will then contact Housing & Residence Life regarding any appropriate accommodation. Students should request these accommodations by, February 1 for enrolled students and June 1 for incoming students, to ensure that the University has sufficient lead time to complete any necessary changes to Student Housing assignments or to make additional facilities changes to meet the accommodation request in time for student occupancy. It is the responsibility of the student to request accommodations and provide any necessary documentation, as required by the OA.

*Animals.* Student may be permitted to register an emotional support animal (ESA) or service animal (SA) in accordance with the policies and procedures of the Office of Accessibility. Student must provide all necessary documentation in order to be granted access



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for the ESA or SA to live within the residence halls. Except for authorized ESAs and SAs, animals of any kind except fish in a bowl up to two gallons in capacity are not allowed in the residence hall rooms, in the hall common areas, or on the premises. Residents may not feed, or shelter stray animals. Students are obligated to tell residence hall staff about any stray animals so that appropriate action can be taken.

*Roommates.* NDMU expects Student to welcome other students also assigned (or considering reassignment) to a shared room with the utmost courtesy and consideration. A Student with a vacancy in the Student's room should anticipate having a roommate assigned to vacant space at some point during the academic year. Any Student that inhibits or dissuades another Student from moving into the room or physically occupying the vacant space within the room is in violation of the terms of this contract and is subject to administrative, financial and disciplinary action.

*Common areas.* Students, individually and collectively, are also responsible for maintaining the condition of the common-use areas and their furnishings. NDMU will not provide housekeeping services for all common areas on a regular basis. Students littering, defacing or damaging common-use areas and areas surrounding the residential facility beyond what is deemed reasonable may be charged for the cost of increased cleaning services required or repairs and replacements as necessary.

### **Care of Room.**

Student is responsible for the care of the Student's assigned space including single and suite bathrooms. A Student's assigned space that becomes excessively unsanitary so as to create a health hazard must be cleaned by the Student or by a specific assignment of a housekeeping staff if necessary. In the event that Student fails to adequately complete the ordered cleaning within a time period specified, NDMU reserves the right to complete the cleaning and to assess Student for the associated costs.

Student shall not make or permit any alterations, modifications or obstructions of or upon any part of the assigned room without prior written consent of NDMU. This includes painting, disassembling or altering any item or fixture, or permitting any action that may create or constitute a fire or health hazard. Doors, windows and window screens may not be removed, altered or tampered with in any way. In addition, individuals are prohibited from accessing the roofs of NDMU's residential facilities unless otherwise posted or approved in writing by authorized representatives of NDMU.



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No NDMU furniture, furnishings or equipment may be removed from rooms without administrative approval. Furniture and furnishings may not be stored on balconies, roofs, or patios. Public area furniture may not be moved into student rooms or other non-designated areas. Waterbeds, hot tubs, spas, platform beds and the like, of any kind are forbidden. All costs incurred by NDMU in correcting or removing such prohibited items or construction or repairing any damage as a result thereof will be charged to Student. Clothing, banners, posters, lights, lit signs or similar items may not be hung from windows or outside of any residential building. Food, plants or other items must not be kept on an outside windowsill. Any furniture, fixtures, appliances and other personal property that has not been removed by Student by the time the Student vacates the room may be, at the complete discretion of NDMU, considered abandoned by Student and removed by NDMU with no obligation to Student. Student will be responsible for any costs of removal of the abandoned property.

### **Charges, assessments, fees and damages.**

*Requirements to Pay.* Student will be responsible for and agrees to pay NDMU for all charges incurred under this contract including loss or damage to keys, swipe access cards, or damage or excessive wear and tear to or repairs of the assigned rooms, common areas, or furniture, furnishings and equipment owned by NDMU that is caused by Student or Student's guest(s). Failure of Student to pay damages, fees, assessments or charges hereunder could result in NDMU placing an encumbrance on Student's record, grades, future registration, transcripts, diplomas, participation in future housing and other academic information until paid. Damage or excess wear and tear to common areas will be apportioned among those responsible if reasonably feasible.

*Disciplinary Action.* Any violation of this Contract by Student or failure to pay amounts due may subject Student to NDMU administrative or disciplinary action, including, without limitation, probation, suspension, expulsion, encumbrance on academic information, or termination of this Contract.

*Refunds.* Termination of the Student's right to housing will not entitle Student to any refunds unless approved in writing by Housing & Residence Life.

*Assignments:* This Contract is not transferrable. Student may not lease the room or any part of the room to another student or third party.