

Office of Housing & Residence Life
#GATORSLIVEHERE

New Student Application and Agreement

Welcome to NDMU Housing 2019! The Office of Housing and Residence Life would like you to join our small but growing residential community! Please fill out the below information!

Personal Information:

<u>Last Name:</u>	<u>First Name:</u>
<u>NDMU Email Address:</u>	<u>Student Classification 2019-2020 [select one]:</u> FRESHMEN TRANSFER GRAD PHARM D
<u>Cell Phone Number:</u>	<u>Alternate Phone Number:</u>

Room Type:

<input type="checkbox"/> Meletia Hall Single Room- [must submit accommodation paperwork to Office of Accessibility & Health Promotion]	<input type="checkbox"/> Double Room [with one roommate]- Doyle Hall or Meletia Hall
<input type="checkbox"/> Triple Room [with two roommates]- Meletia Hall only [very limited availability]	<input type="checkbox"/> Doyle Hall Single [does not need accommodation from Office of Accessibility & Health Promotion]

Do you need a Housing Accommodation for a medical reason?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Students who have a current medical accommodation [or are seeking a medical accommodation] for housing, you must submit the Housing Accommodation Form with appropriate documentation from your doctor to **Amy Morales, amorales@ndm.edu Director of the Office of Accessibility & Health Promotion in Theresa 009.** The Housing Accommodation Request Form [PDF] is located on NDMU website. Amy will also send you this form via email with instructions on how to have these forms filed.

Do you have any known allergies?

<input type="checkbox"/> YES [please list below]	<input type="checkbox"/> NO
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Are you interested in being part of a Living Learning Community?

Emerging Leaders OR Political Science

<input type="checkbox"/> YES: <input type="checkbox"/> Emerging Leaders <input type="checkbox"/> Social Justice... Coming Soon! [separate application process DUE ON JUNE 15TH . Application found online under Housing Selection.	<input type="checkbox"/> NO
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Roommate Preference Preferences:

<input type="checkbox"/> Night Person	<input type="checkbox"/> Day Person
<input type="checkbox"/> Smoker [smoking is NOT allowed in the halls]	<input type="checkbox"/> Non-smoker
<input type="checkbox"/> Early riser	<input type="checkbox"/> Sleep late
<input type="checkbox"/> Early to bed	<input type="checkbox"/> Late to bed
<input type="checkbox"/> Large gatherings of people	<input type="checkbox"/> Small gatherings of people
<input type="checkbox"/> Very tidy	<input type="checkbox"/> Messy
<input type="checkbox"/> Outgoing/ Social	<input type="checkbox"/> Reserved/ Quiet

This Housing and Board Agreement (“Agreement”) is made between Notre Dame of Maryland University (“NDMU” or “the University”) and the above named eligible student applicant (“the student” or “the resident” or “the occupant”) and the parent or guardian if the student is under 18 years of age. The University and the student hereby agree that the University will license a housing assignment to the student subject to the terms and conditions of this Agreement, as listed below.

1. Electronic Signature

- A. The student submitting this Agreement electronically will be held responsible for all the terms and conditions of this Agreement once submitted. Submitting application information electronically and then being offered a housing assignment by the University enters the student into a legally binding contract with the University and obligates the student to pay for the full term of the Agreement. Electronic submission of application information does not guarantee confirmation of a housing assignment.

2. Housing and Board Agreement Dates

- A. This Agreement is valid for one academic year/ one academic semester, consisting of the Fall 2019 semester and the Spring 2020 semester and will be continuously in effect throughout the Fall 2019 semester and Spring 2020 semester as outlined in the University’s academic calendar, unless otherwise specified. The student agrees not to remain in residence after the termination date of this Agreement. The student understands that she/he should not enter into any binding contract or lease with a third party for alternative housing accommodations for any time period concurrent with this Agreement. If the student does so, it will not be grounds for termination, or release from, this Agreement. The student will be responsible for all payments due whether the student takes occupancy of the housing assignment or not.
- B. Residence Halls open for Move-in for most incoming students on Thursday, August 22, 2019 at 9:00a.m. Approved early arrival group move-in begins Sunday, August 12, 2018 at 1:00 p.m. The Residence Halls close for winter break December 15, 2019 at 10:00 p.m. and re-open January 2, 2019 at 9:00 a.m. with permission given to students based on academic obligations. The Residence Halls close for the academic year on May 16, 2019 at 10:00p.m. All residents must vacate their residence hall room when the residence halls are closed.

3. General Conditions

- A. Resident is defined in “Section 4: Eligibility” and is subject to the terms and conditions noted within this Agreement as well as all current rules, regulations, procedures, and responsibilities stipulated within all NDMU published materials, which include but are not limited to catalogs, handbooks, and codes of conduct. The residence halls are provided as a service to students and are unique to the NDMU community. This is a license for the provision of housing services. Therefore, this Agreement and the residential and other services provided do not create a landlord/tenant relationship.
- B. This Agreement is personal to the resident and is not transferable by the resident. The resident may not assign, sublease, or transfer her/his right of occupancy created by this Agreement.
- C. The Office of Housing & Residence Life may make changes to the Agreement by giving the resident a minimum of five [5] days written notice before changes become effective, with the exception of those changes that will have an impact on the health and/or safety of persons living in the housing facilities. Implementation of health and/or safety changes will be immediate.
- D. Failure to comply with the terms of this Agreement will result in NDMU disciplinary action and/or termination of the Agreement at the discretion of the Associate Vice President for Student Life or designee.

4. Eligibility

- A. This Agreement is for residents, who are defined as degree-seeking full-time (12 credit hours per semester minimum) undergraduate students in NDMU Women’s College, degree-seeking part-time (6 credit hours per semester minimum) graduate students in NDMU CAUS/GRAD program/ PharmD programs, and applies to the entire 2019-2020 academic year, or from the time this Agreement is placed into effect through the end of the Spring 2020 semester. The resident will be deemed in breach of this Agreement if she or he drops below their program required course load during the Agreement term, however such a breach does not release the resident from the financial responsibility for this Agreement. The Associate Vice President for Student Life or designee will have the discretion to approve any exceptions.
- B. The resident must be enrolled as a student for the 2019-2020 academic year no later than August 30, 2019. Failure to be enrolled as a degree-seeking full-time undergraduate student by this date may result in the loss of housing and the cancellation of the Housing License Agreement.
- C. The resident must fulfill mandatory immunization requirements, as outlined by the Division of Student Life in order to occupy her or his room assignment.
- D. The University requires all full-time undergraduate students to live on campus until they complete 60 credit hours (junior status) unless they satisfy one of the following exceptions: (1) living with parents or legal guardians in the Greater Baltimore area; (2) over 21 years of age; (3) married or have dependent children; (4) are a military veteran; or (5) has a documented disability that cannot be accommodated within the residential living environment. Students are required to provide formal documentation acceptable to the University to verify their exception to the residency requirement, and if living with a parent or legal guardian, an affidavit will be required from both the student and the parent/legal guardian confirming the living arrangements and confirming that any change in those living arrangements will be immediately reported to the Office of Housing & Residence Life.

5. Occupancy

- A. Occupancy means that a key has been issued to and a swipe access card has been activated for a specific resident for a designated room and that the resident may then occupy the assigned space for the term of the Agreement. Occupancy begins upon issuance of a key to the resident and ends twenty-four (24) hours after the resident completes final exams, or when the residence halls close, whichever comes first. Written authorization from the Housing & Residence Life Office is required for any other occupancy arrangement.
- B. Room and board will be billed on a semester basis for degree-seeking students. Non-payment of room and board fees by the designated date determined by the University Business Office may result in cancellation of the license agreement at the discretion of the Director of Housing & Residence Life.

- C. Room and board fees are for the fall and spring semester. There is no additional cost to reside in university housing during Winterim session. However, students must be enrolled in Winterim semester courses and may be required to purchase a meal plan during Winterim session.
- D. This Agreement is for space in the residence halls and not for a particular room type or size or roommate(s).
- E. Proper check-in consists of contacting a Residence Life staff member in the assigned hall during the check-in period and receiving a room key and all check-in materials and publications. Failure to properly check into the residence hall by the designated time on the move-in date or a date or time previously arranged with the Office of Housing & Residence Life may result in the assignment of the room to another student and termination of this Agreement without any refund or nullification of charges as determined by the Associate Vice President for Student Life or designee.
- F. If occupancy begins after the semester has started, the student will be assessed room and board on a prorated amount as outlined in the Residence Life Handbook.
- G. Once the student occupies the room, the student agrees to pay all charges for the space for the duration of the Agreement without reduction or refund, unless the termination of this Agreement has been approved by the Associate Vice President for Student Life or designee.
- H. The University reserves the right to make room changes prior to and during occupancy for the good of the student or the residence community. The University reserves the right to assign additional space in a room to another student as the space becomes available. Students in double or triple rooms who are without a roommate may be required to move in order to consolidate room usage.
- I. The University reserves the right to assign additional students to a room above designated occupancy for a temporary period of time.
- J. The University assumes no responsibility for the loss, destruction, damage or theft of a student's personal property at any time, including those times when the student is attending or absent from the University. Residents are strongly encouraged to obtain personal property insurance for personal possessions.
- K. Residents shall not duplicate any residence hall room key(s) or swipe access card(s). The resident will notify a Residence Life representative if she/he has lost a key or swipe access card, and the resident will be responsible for paying University a fee for replacement of the key and/or lock core or swipe access card. Unauthorized use of keys or swipe access cards will result in disciplinary action.
- L. All housing furniture and/or equipment furnished under this Agreement is to be used for residential and student purposes only. The use of said housing, furniture and/or equipment for any type of soliciting, canvassing, advertising or the operation of a business or enterprise, for profit or personal gain, and including but not limited to web based and/or e-mail commerce businesses, is strictly prohibited.
- M. Proper check-out consists of contacting a Residence Life staff member in the assigned hall during the check-out period and turning in a room key and all check-out materials and publications. A room inspection will be conducted by the Residence Life staff member after the departure of the resident to insure the room is vacated in its original condition.
- N. Failure of the student to properly check-out may result in fees/charges as determined by the Office of Housing & Residence Life.
- O. Any resident who does not move out by the published residence hall closing date will incur charges for the amount of time they remain in their room.

6. Community Rights and Responsibilities

- A. The resident agrees to satisfy and comply with all academic and behavioral expectations and rules as outlined in the University's Honor Code, Residence Life Handbook, Student Handbook, other publications regarding student conduct, and all rules or modifications of rules, which shall be subsequently made.
- B. The resident acknowledges that she/he has access to, and understands, the existing rules and regulations referred to in this section.
- C. The resident agrees to comply with all University Fire and Safety Regulations.
- D. Animals of any kind, except fish in a bowl up to 2-gallon capacity, are not allowed in the residence hall rooms, in the hall common areas, or on the premises. Residents may not feed/shelter stray animals. Residents are obligated to tell hall staff about stray animals so appropriate action can be taken to remove and protect the animal and residents.
- E. Students may be permitted to register an Emotional Support Animal [ESA] or Service Animal [SA] with the Office of Accessibility & Health Promotion. Student must provide all necessary documentation in order to be granted access for said companion to live within the residence halls.
- F. The University expects students will welcome other students also assigned (or considering re-assignment) to their shared licensed space with the utmost courtesy and consideration. A student with a vacancy in her/his room should anticipate having a roommate(s) assigned to said vacant space at some point during the academic year. Any student who inhibits or dissuades other students from moving into her/his room, and/or physically occupying the vacant space within her/his room, is in violation of the terms and conditions of this Agreement and is subject to administrative, financial, and/or disciplinary action.

7. Visitation Policy

- A. The student will be held responsible for the behavior of her/his visitors and their adherence to University regulations/policies and federal and/or local law.
- B. Visitors are non-residents of a room or suite, including, but not limited to, other NDMU students/residents and individuals not enrolled as a student in the University. Visitors found to be in violation of the University's policies or the law may be subject to arrest, administrative and/or disciplinary action by the University or may be escorted from the licensed space and barred from further entry into residential facilities. If an individual is barred from further entry into residential facilities, her/his re-entry into a residential facility may subject her/him to disciplinary action by the University and/or criminal prosecution for unauthorized entry.
- C. The student must escort her/his visitors, including, but not limited to, other NDMU students, at all times. The University reserves the right for authorized representatives of the University, to require proof of identity from any individual and to remove any unescorted non-resident from a residential facility.
- D. Visitation must not interfere with sleep or study of roommates, suitemates, and neighbors. The student must be considerate of the rights and feelings of others and must respect the privacy of roommates and suitemates.
- E. A residential facility may be closed to non-residents at any time in order to ensure the safety and welfare of the resident population.

- F. Private and/or intimate behavior that may make others uncomfortable is not acceptable in a group living situation that is necessarily semi-public.

8. Room Care and Condition

- A. The student is responsible for the care of her/ his assigned space. A room or suite that becomes excessively unsanitary so as to create health hazards will be ordered to be cleaned by the student or by the specific assignment of housekeeping personnel, if necessary. In the event the student fails to adequately complete the cleaning so ordered or fails to complete it within the time period established by the University, the University reserves the right to complete the cleaning and to assess the student for the associated costs to complete the cleaning. The student will be charged for these additional services and may be subject to administrative and/or disciplinary action.
- B. The student is responsible for damage beyond normal wear and tear to University property. At check-in, each student is given a Room Condition Report. The Room Condition Report is to be completed together with a Residence Life staff member, describing the condition of the licensed space. Before the student leaves the licensed space, this form will be used by a staff member, sometimes in the company of the student, to assess the condition of the licensed space. The resident assumes responsibility for the condition of the room at check-in. Pre-existing conditions should be noted on the Room Condition Report at the time of check-in. All students are to complete the Room Condition Report. If a Room Condition Report is not completed, the resident forfeits the right to contest any damages that may be found. Any discrepancies not attributable to normal wear and tear will be charged to the student. A student who fails to check out and leave their room surfaces, furnishings, fixtures, and appliances clean and clear of debris will be assessed a cleaning fee, in addition to the cost of damages or losses attributed to them.
- C. Students, individually and collectively, are also responsible for maintaining the condition of common-use areas and furnishings therein. The University will provide Housekeeping services for all common areas including bathrooms on a regular basis. Students littering, defacing, or damaging common-use areas and areas surrounding the residential facility beyond what is deemed reasonable will be charged for the cost of increased cleaning services required, or repairs and replacements as necessary. Students may also be subject to administrative and/or disciplinary action for damages caused. Charges for damage to common-use areas may be assessed and billed equally to all students of the residential facility where the damage occurred.
- D. If damage by a student or otherwise should occur in the licensed space or common-use areas, students may not make repairs themselves or hire outside contractors or vendors to perform repairs. Non-payment of damage assessments or fees will result in an encumbrance being placed on the student's record. Grades, future registration, transcripts, diplomas, participation in future Housing Selection processes, and other academic information will be encumbered until accounts are settled.
- E. The student shall neither make nor permit any alterations, modifications, or obstructions of, or upon, any part of the licensed space without the prior written approval of the University including, but not limited to: painting, disassembling, or altering any item or fixture; nor permit the action of anything that shall create or constitute a fire hazard or other hazard. The student will be financially responsible for any services and costs required to restore the licensed space to its original condition.
- F. The student will take reasonable action to protect the licensed space at all times, including prompt notification of defects and assisting the University in identifying individuals responsible for damage, theft, or loss. Doors, windows, and window screens may not be removed, altered, or tampered with in any way. All individuals are prohibited from accessing the roofs of university residential facilities, unless otherwise posted or approved in writing by authorized representatives of the University.

9. University Property

- A. The student acknowledges that all keys and swipe access cards to the licensed space received during the License Period are the property of the University and must be returned after vacating or termination of this Agreement, and that the student will be financially responsible for the loss of any keys and swipe access cards, including costs associated with lock changes and production of replacement keys and swipe access cards. Management of keys and swipe access cards and any charge assessments are made by representatives of the University, are charged to the student's account, and are due at the times stated by the University, (without any deduction whatsoever and without demand by the University).
- B. No furniture (or university equipment) shall be removed from rooms without administrative approval. Room furniture may not be stored on balconies, roofs, or patios. Public area furniture is not to be moved into student rooms or other non-designated areas. Any student who deprives others by such moves may be referred for administrative and/or disciplinary action. Waterbeds, hot tubs, spas, platform beds (and the like), door installation or removal and construction of any kind are forbidden. Any student found doing so will be required to remove it immediately and will be held financially responsible for any and all damage sustained by the University through its presence and costs associated with removal and/or repair. Clothing, banners, posters, lights, lit signs or the like must not be hung in the windows or outside of the buildings. Food, plants, or other items must not be kept on outside windowsills.
- C. The student shall be liable and promptly pay for the cost of correcting any violation of the terms in this Agreement and any damage to the licensed space, or any part thereof, or the damage, tampering, or disappearance of any equipment, fixtures, or furnishings in any part thereof, whether caused by the student and/or a student's non-resident visitor(s) in whole or in part, including costs associated with the removal of any refuse or personal property left by the student in the licensed space after vacating or termination of this Agreement. Damage assessments are made by representatives of the University, are charged to the student's account, and are due at the times stated by the University, (without any deduction whatsoever and without demand by the University).
- D. The student agrees that, whether or not due to the negligence of the University, the University shall not be responsible for any property of the student or a student's visitor which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty, including water damage. All property of the student or a student's visitor shall be within the licensed space at the student or visitor's own risk, and the student acknowledges responsibility to obtain whatever insurance may be required to cover any loss or damage arising out of occupancy of the licensed space.
- E. When a student vacates the licensed space, or upon termination of this Agreement, the student must remove all personal property and leave the room and any furnishings, fixtures, and appliances clean, with reasonable wear and tear excepted. The student acknowledges that items left in the licensed space after vacating or termination of this Agreement shall be deemed to be abandoned property and may be immediately disposed of by the University, in its sole discretion. Any costs incurred by the University associated with such disposal will be the financial responsibility of the student abandoning the property. There is no obligation on the University to store any items deemed as abandoned in the licensed space, nor to reimburse the student for any loss.

10. Authorized Room Access

- A. University officials (Public Safety staff, Facilities staff, Housekeeping staff, and Residence Life representatives) reserve the right to enter an assigned room without prior notice. The University, when able, will give reasonable notice to an occupant before entering, except in the case of an emergency. The student's right to privacy is an important consideration. Before entering a room for the purpose of health and safety inspections, an attempt will be made to notify the resident but is not necessarily required.
- B. University officials (Public Safety staff, Facilities staff, Housekeeping staff, and Residence Life representatives) reserve the right to enter an assigned room without prior notice based on threats made on social media websites and applications.

11. University Board Plan

- A. All resident students are required to have a meal plan. NDMU offers one (1) meal plan option: The 19 meals per week plan include \$25.00 in Dining Dollars per semester. All students will be placed on the 19 meal plan at the start of each semester; non-first year resident students may make meal plan changes during the first two (2) weeks of each semester. Changes must be made in person in Doyle Dining Hall. All unused Dining Dollars expire at the end of each semester.

12. Approved Agreement Cancellations of Student and Related Fees

- A. This Residence Life Housing and Board Agreement is a legally binding agreement for the full term of the Agreement. Any request to cancel this Agreement must be made and submitted in writing to the Director of Housing & Residence Life with all documentation required to verify the stated reason for the request.
- B. Agreement cancellations are not automatic, and all requests are subject to review and approval by the Director of Housing & Residence Life which will make all decisions regarding approval or denial in writing. If cancellation approval is given, it will be in accordance with the discretion of representatives of the University. A student must receive written approval of her/his requested cancellation before moving out of the residence hall. Students can cancel their Housing & Board Agreement for any reason up until July 15, 2019 will not be charged the \$200 exit fee. Students who cancel their Housing & Board Agreement before August 1, 2019 must meet the cancellation guidelines and will be charged the \$200 exit fee. Students who cancel their Housing & Board Agreement after August 1, 2019 will be charged the \$200 exit fee and refunded a portion of their Room & Board fee based upon the date of approved cancellation as included in the Residential Student Handbook.
- C. Room and board charges under this Agreement are due to the University on those dates outlined by the University Business Office. If a student's request for cancellation of this Agreement for the fall semester is made and approved before the fall semester move in date, any room and board fees paid for that semester will be refunded less a deposit and administrative fee. Likewise, if a student's request for cancellation of this Agreement for the spring semester is made and approved before the spring semester move in date, any room and board fees paid for that semester will be refunded less a deposit and administrative fee. If a student has moved into her/his room and the student's eligibility to live off-campus changes and is approved, the student is responsible for her/his pro-rated share of the room and board based on how much of the semester remains after the approval and authorized moving out of the room occurs, plus an administrative fee.

13. Termination of the Agreement by the University

- A. Upon reasonable notice and good cause, the University reserves the right to terminate the Agreement. Any termination by the University will be made by the Associate Vice President for Student Life or designee. Good cause means any conduct which disrupts the orderly administration and/or function of the University; nonpayment of the charges accruing during the Agreement; mental or physical health jeopardizing the safety and wellbeing of the student or the campus community (the University may require the student to be examined by a University-approved physician or consult with a University-approved counselor); or student suspended, dismissed or expelled from the University or from the residence halls for disciplinary reasons.
- B. Should the University terminate this Agreement, the student will be required to vacate the room as directed by University staff members.
- C. The University will not refund room and board fees to the student terminated from housing.

14. Signatures

The undersigned agrees to and accepts all terms and conditions of this Residence Life Housing and Board Agreement. This Agreement is binding for the entire 2019-2020 academic year.

Print student name

Student signature

Date

Print parent or guardian name (if under age 18)

Parent or guardian signature

Date