

## The 2022-2023 Housing Agreement

This Housing Agreement ("Agreement") is entered into and between the University of Hartford, West Hartford, Connecticut ("University") and the student ("Resident"), and that Resident's parent or legal guardian if Resident is a minor child subject to the terms and conditions outlined in this Agreement. Violation of any part of this Agreement can result in the removal from housing.

### 1. General Terms and Conditions, Duration of Agreement, and Dates of Occupancy

This Agreement constitutes a license for the use of University Housing and does not grant the Resident property rights to their assigned housing unit ("Unit"), but instead a revocable privilege to use the assigned Unit. The Resident cannot sublet, assign, or transfer this Agreement to another individual. In exchange for a license to use University Housing, the Resident agrees to pay all fees specified and read and comply with all rules, regulations, policies, and addendums set forth in <a href="The Source">The Source</a> and on the <a href="University website">University website</a>, as well as any documentation provided by the Office of Residential Life ("ORL"). The University uses email as the official and preferred method of communication. The ORL will notify Residents of any changes to the Agreement via email and by posting new information on the <a href="University website">University website</a>. In the event of any inconsistency between the Agreement and other documents, the terms of this Agreement shall prevail. Residents assume total responsibility for their Unit and for the behavior and activities which occur within all assigned living areas. Failure to fulfill the terms of this paragraph may lead to the University terminating this Agreement, removing the Resident from on-campus housing, and a community standards process resulting in sanction, up to and including expulsion.

Residents may view their completed Agreement in the Housing Portal at any time.

The University's residential facilities are solely intended for occupancy by registered students. To be eligible for Housing a Resident must be enrolled in classes for the duration of time they are living in Housing and maintain at least 12-credit hours per semester, unless granted permission by the Director of Residential Life or designee ("Director"). Residents who change from full-time status during the term of this Agreement are not relieved of their responsibilities under this Agreement.

The Agreement is effective upon the University's acceptance of a submitted housing application. It is binding for the entire academic year or that portion of the academic year remaining when occupancy begins. Details regarding the occupancy period, including move-in and move-out dates are outlined on the <u>Academic Calendar</u>. The occupancy period is subject to change due to unforeseen changes to the academic calendar. The Resident or their possessions may not occupy a Unit outside of the occupancy period unless otherwise specified by the ORL. Residents requesting to live in Housing outside of occupancy period must be approved to do so in advance and may be subject to an additional charge. This includes Residents who request to arrive early, to depart late, Winter Break housing, and Summer housing.

The Resident, except under the conditions listed in the Residential Housing Refund Policy (Section 5) and Release from Agreement (Section 6), cannot terminate this Agreement. Failure to officially check-in does not release a Resident from the financial obligations for Housing. Similarly, not returning between semesters does not release a Resident from the financial obligations for Housing.

If the Resident foresees a need to arrive after the assigned arrival date, the Resident must notify the ORL in writing before that assigned arrival date. The University has no obligation to hold the assigned Unit later than the first day of classes unless the ORL has been notified by the Resident. Failure to notify the ORL may result in being removed from the Unit, as well as Housing, and assessment of the Housing Refund Policy (Section 5).

The Resident must vacate the occupied Unit and return issued key(s) no later than 24 hours after their last final for Spring semester or by 10 a.m. on the day following the conclusion of the final exams period. Residents who are no longer considered enrolled students, are released from the Agreement any time prior to the end of the spring semester, or are approved to depart late must vacate their housing assignment by the date and time specified by the ORL. All belongings must be removed from Unit at the time of departure from campus or the Agreement ends, whichever comes first. Residents forfeit any and all rights to any items left in the Unit at the end of the Agreement term, or when a student is removed from Housing. All items will, at the University's sole discretion, be reused, donated or discarded. In the event a Resident leaves his or her room in such a condition that it requires the attention of cleaning and/or facilities staff, a cleaning and/or repair fee may be assessed to the Resident.

#### 2. Housing Assignments

Housing assignments are made as space permits and following procedures established by the ORL. Priority will be given to full-time, degree seeking Residents. The University reserves the right to place a Resident in an overflow accommodation until a regular Unit is available. Once Housing is filled, the ORL will place Residents on a waiting list in order of completed Agreements.

New Residents reserve a space in Housing on a first-come, first-served basis by submitting a Housing Deposit and properly completed Agreement. New Residents who complete the application process by July 1 will be notified of their Housing assignment by late July. New Residents who complete the application process after July 1 will be notified of their Housing assignment on a rolling basis.

Returning and graduate Residents reserve a space in Housing on a first-come, first-served basis by submitting a Housing Application Fee and properly completed Agreement. Returning and graduate Residents in good standing who complete the application process by March 21 may select a specific Unit during the room selection period in the Spring semester. Returning and graduate Residents who complete the application process after March 21 or do not select a Unit during the room selection period will be notified of their Housing Assignment on a rolling basis.

While the ORL takes information provided by Residents into consideration when assigning Units, this Agreement does not guarantee a specific roommate, or the availability of a specific Unit, building or room type. The University reserves the right to reassign a Resident to any Unit based on University need, subject to an appropriate charge adjustment.

- a. <u>Roommates</u>: The ORL assigns roommates without regard to race, color, religion, national and ethnic origin, pregnancy, present or past history of disability, marital status, sexual orientation, veteran status, or genetic information.
- b. <u>Vacancies</u>: When a vacancy occurs, the ORL 1) may assign a Resident to the vacancy; 2) allow the remaining room/suite-/apartment-mate(s) to identify a Resident to fill the vacancy; 3) reassign the remaining room/suite-/apartment-mate(s) to another Unit; or 4) allow the remaining Resident to "buyout" the room.

- c. <u>Buyouts:</u> A buyout is when a Resident pays an additional fee to not have a roommate in a double-occupancy housing unit. Buyouts are not guaranteed and typically offered to Residents who are in a double-occupancy room by themselves once the semester has begun, in September and January, if space allows. Buyouts are not available in all buildings or for all room types.
- d. <u>Maintenance Projects</u>: Facilities-related projects to make improvements or respond to maintenance concerns may need to be completed when rooms are occupied. In some cases, Residents may need to be temporarily or permanently relocated. Relocation due to facilities-related issues is not grounds to be released from this Agreement or reimbursed for moving or other expenses.
- e. <u>Utility Disruptions and Outages</u>: Weather or building system failures may disrupt utilities or cause an outage. In some cases, Residents may need to be temporarily or permanently relocated. Relocation or inconvenience due to weather or system failures are not grounds to be released from this Agreement or reimbursed for moving or other expenses.
- f. <u>Administrative Room Changes</u>: The Director of Residential Life or designee ("Director") can require a Resident to move to another Unit at any time. The University will make every effort to provide reasonable notice and time to complete the move, but establishing this timeframe is at the discretion of the Director. Any Resident who does not comply with a request may be subject to Conduct action and/or termination of the Agreement.
- g. <u>Room Changes</u>: Residents must follow the room change procedures outlined by the ORL. All moves must be approved in advance by the ORL. Any Resident involved in an unauthorized room change including changing bedrooms within a suite or apartment may be subject to an Improper Check-Out Fee, required to move back to their assigned Unit, and/or Conduct action.
- Medical Housing and Emotional Support Animals: Residents with a disability, as defined by the
  Americans with Disabilities Act, may apply for medical housing or an Emotional Support Animal.

  Additional information regarding medical housing and assistance animals can be found on the <u>Access-Ability Services website</u>.

#### 3. Fees and Charges

Residential Housing and Dining Fees are approved annually by the Board of Regents. However, the University reserves the right to make adjustment as deemed necessary and appropriate by the Dean of Students or designee, at any time during the term of this Agreement.

All fees and charges must be paid per the billing procedures and by the deadlines outlined on the <u>Bursar's website</u>. The University has a right to assess a late or cancellation fee, prevent participation in any housing process, deny residency, cancel this Agreement, require the Resident to immediately vacate Housing, or place a financial hold on a student's account for overdue balances. Accounts with financial holds will have a restriction placed on transactions such as future registration activity, adding additional dining dollars, release of transcripts, and release of diploma.

- a. <u>Housing Deposit</u>: New incoming students (defined as students who are enrolled at the University for their first semester) must pay a \$150 Housing Deposit as part of the New Student Admission Deposit process. This one-time deposit provides incoming residential students access to the Housing Application. The \$150 Housing Deposit will be applied as a credit to the Resident's student account. The \$150 Housing Deposit is non-refundable for anyone who does not attend the University.
- b. <u>Housing Application Fee</u>: Returning (defined as students who have been enrolled at the University for at least one semester) and graduate students must pay a \$75 Housing Application Fee each academic

year to participate in Housing Selection or request a room assignment. This annual fee provides returning residential students access to the Housing Application. The \$75 Housing Application Fee is non-refundable.

- c. <u>Residential Housing Fee:</u> The Resident must pay the cost of their Unit for the entire academic year or that portion of the academic year remaining when occupancy begins. Cost varies by building and room type. The Residential Housing Fee is paid in two installments: one for the fall semester and one for the spring semester. The Resident is responsible for any increase in housing charges for a room change they initiate or accept.
- d. <u>Dining Fee</u>: The Resident must pay the cost of their designated residential meal plan for the entire academic year or that portion of the academic year remaining when occupancy begins. The Dining Fee is paid in two installments: one for the fall semester and one for the spring semester. The Dining Fee varies by meal plan. The Resident is responsible for any increase in dining fees for a meal plan change they initiate or accept.
- e. <u>Early Departure</u>: Any Resident who vacates their Unit early is subject to the Residential Housing Fees outlined in the Residential Housing Refund Policy (Section 5).
- f. <u>Lock Change Fee</u>: The Resident will be billed for any key(s) reported as lost or not returned to the ORL when vacating their Unit.
- g. <u>Improper Check-In/Check-Out Fee</u>: The Resident will be billed \$150 for not following proper check-in or check-out procedures as outlined in The Source or on the Residential Life Website.
- h. <u>Damage Billing Charge</u>: The Resident will be billed the cost of additional cleaning, removal of property not original to the space, and any necessary repair or replacement unrelated to normal wear and tear to return a Unit to its original condition. If the University is unable to attribute an applicable charge to a specific Resident or group of Residents, the University will assess damages among the occupants of the Unit, building, and/or area. Residents cannot assign responsibility for damages to room/suite-/apartment-mates.

Parking is not included in Residential Housing and Dining Fees. Parking permits for any and all areas of campus must be applied for and purchased at Public Safety.

## 4. Housing Requirement

Living on campus is an integral part of the UHart experience. All full-time undergraduate students must live in on-campus housing and participate in a meal plan during their first two years at the University, barring exceptions listed below. Housing assignments are for the entire academic year (fall and spring semesters). Living on-campus during the summer or winter does not count towards the two-year residency requirement.

# Exceptions to the Residential Living Requirement are made for students who meet at least one of the following criteria:

- Student's permanent address—as used for tax purposes—is within 60 miles of the University's mailing address [determined by GPS] and student is living with parent(s) or guardian(s) at this address
- Student is transferring from another college or university
- Student has a documented hardship
- · Student has a documented medical need that necessitates the need to live off campus
- · Student is studying abroad for the semester
- · Student is married and living with spouse or has dependents

- · Student is a military veteran
- Student is 23 years of age or older
- Student has received an exception from the Director of Residential Life due to extenuating circumstances

Residents requesting an exception to the Residential Living Requirement should follow the instructions on the Housing website, Housing Requirement.

Students who do not follow the guidelines of the Residential Living Requirement will be in violation of the Code of Student Conduct and will face sanctions as described in the Code. In addition, students not approved for an exception will be charged standard pricing for room and board as part of routine billing procedures and are subject to fees outlined in the Housing Refund Policy (Section 5).

### 5. Meal Plan Requirement

The Resident is required to participate in a University Dining Services ("Dining") residential meal plan. First-year Residents who do not select a plan are defaulted to the Premium 7-Day All Access Meal Plan. Returning and transfer Residents who do not select a plan are defaulted to the 165 Block Meal Plan. Graduate Residents who live in designated graduate Housing are exempt from this requirement. The Resident's selected meal plan will be in effect for the duration of the fall and spring semesters, excluding official break periods. Meal plan options, costs, and other information can be found on the <a href="Dining website">Dining Refund Policy can be found on the Bursar's website</a>. Residents are responsible for their own meals when meal plans are not in effect.

#### 6. Residential Housing Refund Policy

The Agreement is for the academic year (both fall and spring semesters). Any Resident who vacates their assigned Unit or requests a housing refund will be held to the following policy and timelines:

#### NEW INCOMING STUDENTS\* OR RETURNING STUDENTS WITHDRAWING FROM UNIVERSITY

DATE	REFUND POLICY
Prior to moving in or the first day of semester classes (whichever comes first) OR student is a "no-show" (never moves into on-campus housing or attends semester classes)	No housing fee will be charged.
Move in through the first week of classes	A \$250 housing fee will be charged.
Within the second week of classes	A \$500 housing fee will be charged.
Within the third week of classes	A \$750 housing fee will be charged.
Within the fourth week of classes	A \$1000 housing fee will be charged.
After fourth week of classes	No refund will be issued.

New incoming students are defined as students who are enrolled at the University of Hartford for their first semester.

#### RETURNING STUDENTS WITHDRAWING ONLY FROM HOUSING\*

DATE	REFUND POLICY
Before July 15	A \$500 cancellation fee will be charged.
July 15 – prior to moving in or the first day of fall classes (whichever comes first)	A \$1000 cancellation fee will be charged.
Within the first week of fall classes	A \$1250 fee (\$1000 cancellation fee + \$250
	housing fee) will be charged.
Within the second week of fall classes	A \$1500 fee (\$1000 cancellation fee + \$500
	housing fee) will be charged.
Within the third week of fall classes	A \$1750 fee (\$1000 cancellation fee + \$750
	housing fee) will be charged.
Within the fourth week of fall classes	A \$2000 fee (\$1000 cancellation + \$1000 housing
	fee) will be charged.
After the fourth week of fall classes	No refund will be issued for the academic year.

Returning students are defined as students who have been enrolled at the University of Hartford for at least one semester. Returning students will be billed as outlined above regardless of whether they move into on-campus housing.

Any Resident who would like to be released from their Agreement before the end of the academic year must submit an On-Campus Housing Agreement Release Form. Submitting a request does not mean a Resident will be approved to be released from their Agreement. Residents who do meet the criteria outlined on this form will be charged standard pricing for room and board as part of routine billing procedures for both fall and spring semesters. Refunds are effective the date a written request for release from Housing is made to the ORL, or the date the room is vacated, whichever is later.

Any Resident who is removed from housing as a result of disciplinary action, or the community standards process, will not receive a refund of any room or board fees.

#### 7. Release from Agreement

At the time of the Resident's completion of an Agreement Cancelation Form, the Resident must indicate that they are intending to request a release from the Agreement. All requests to be released from the Agreement will be reviewed. The ORL will contact other campus offices to verify a Resident's documentation, as needed.

In order to be approved for a Release from the Agreement, a Resident must meet one or more of the following criteria:

- a. Resident will be active status in the military during the term of the Agreement
- b. Resident transfers to a different institution
- c. Resident graduates (release based on date of graduation)
- d. Resident is studying abroad for the semester with an affiliated University program

<sup>\*</sup>The University <u>housing requirement</u> requires full-time undergraduate students to live in on-campus housing and participate in a meal plan during their first two years, barring outlined exceptions (Section 4).

- e. Resident is experiencing a new, documented hardship not present or known at the time the Housing Application was submitted
- f. Resident is experiencing a new, documented medical need that cannot be accommodated successfully in any available on-campus living option.

If the Resident does not meet one or more criteria, they are subject to the policies and procedures in the Agreement and the Refund Policy (Section 6). Refunds are effective the date of submission of the Agreement Cancellation form.

Residents who have not completed the two-year Housing requirement and have not been granted an exception, will be charged standard pricing for room and board as a part of our routine billing procedures.

## 8. Termination of Agreement

The University holds the right to terminate this Agreement at any time for reasons including but not limited to violations to the student code of conduct as noted in <a href="The Source">The Source</a>; a breach of the conditions of this Agreement; unpaid University charges and fees; public health, safety, or emergency reasons that the University deems necessary for closure of the residence halls, campus dining, or the University; or the Resident does not meet the academic standards of the University. In the event that this Agreement is terminated, the University shall have the unconditional right to take complete possession of the Unit, by any lawful means, without being guilty of any manner of trespass and without prejudice to any other remedies.

No portion of the Residential Housing Fee will be refunded if a Resident is suspended or dismissed from Housing or the University. The Resident must leave their assigned Unit immediately upon termination of the Agreement and no later than 48 hours after the time of termination notification. Upon termination of the Agreement, a Resident may appeal by sending a written appeal to the Director no later than three (3) days after first receiving notice. The Director will respond within five (5) academic days of receiving appeal by hard-copy or by email. The Director's decision is final.

The University may deny or terminate housing to any student with a criminal and/or behavioral history, including previous disciplinary sanctions from another institution that resulted in expulsion, suspension, or removal from university housing. Students must share this information when submitting a Housing Application or within 48 hours of any change to their criminal and/or behavioral history by submitting the following information, in writing to the Director: (1) a detailed statement of explanation of the criminal or behavioral history, (2) the sanction/sentence pending or imposed, and (3) the student's first/last name, student ID number and contact information.

The University reserves the right to revoke and end this Agreement at any time in its sole discretion as a result of COVID-19 or other public health emergencies. The University, at its sole discretion, may offer some credit or reimbursement to impacted students based on circumstances and information available at that time.

All belongings must be removed from Unit at the time of departure from campus or the Agreement ends, whichever comes first. Any belongings remaining in the Unit will be considered abandoned property and the Resident will be responsible for the cost to dispose of these items.

#### 9. Housing Policies and Procedures

Residents are responsible for all the rules, regulations, policies, and addendums set forth in <u>The Source</u> and on the <u>University website</u>, as well as any documentation provided by the ORL, including, but not limited to the following:

- a. <u>Resident Property Loss/Liability:</u> The University assumes no legal obligation for damage, theft, or loss of personal property. Residents are strongly advised to:
  - i. Obtain appropriate renter's/personal liability insurance (i.e. GradGuard).
  - ii. Not bring items of extraordinary financial or sentimental value to campus
  - iii. Maintain an inventory of all personal belongings and applicable serial numbers
- b. <u>Vaccination Requirements</u>: Residents are required to submit proof of required vaccinations and boosters (meningitis, COVID-19, etc.). Proof of vaccination, or immunization exemption should be uploaded to the Health Services portal before moving into Housing.
- c. <u>Health and Safety Inspections</u>: The Resident is expected to reasonably maintain the assigned living space and common areas relative to order, cleanliness, and safety. The ORL or University employees will conduct regular inspections to examine (or have examined) Units for compliance with health and safety standards, as well as to assess the condition of University-owned furniture or fixtures. These inspections may be unannounced. The Resident will be held financially accountable for the repair or replacement cost of any damage to the living space or furnishings therein, and may be subject to disciplinary action. If a room/common area/bathroom is found to be unsanitary during an inspection, the Resident may be billed for excessive cleaning, including the moving of student belongings or the removal of student belongings/trash left behind. When two or more Residents occupy the same Unit and responsibility cannot be ascertained, the damage charge will be assessed equally among the Residents.
- d. Bunking and Lofted Beds: Residents are not permitted to bunk or loft beds.
- e. <u>Inventory Verification and Unit Condition</u>: The ORL will inspect each Unit at the beginning and end of a Resident's occupancy period to verify the condition of the Unit, as well as University-owned furniture and fixtures in the Unit.
- f. <u>Furnishings and Room Use</u>: Each Unit contains a bed, mattress, desk, desk chair, drawers or shelves, and closet space. Some suites and apartments also contain dining and/or living room furniture. Furnishings provided must remain in the assigned Unit. Residents are responsible for cleaning and removing waste from their Unit. Aramark Facilities regularly clean entryways, hallways and other common spaces in residential areas, as well the shared bathrooms in Hawk Hall and Neighborhoods A-F.
- g. <u>Alterations and Damages</u>: Residents cannot move or remove University-owned property from any area the ORL has designated for the property's specific use. This includes but is not limited to the addition or changing of any lock, removal of any window screen, alternation of any heating or light fixture, painting of any surface, or installation of any antenna or satellite dish. Residents must obtain written consent from the ORL before: making any change or alteration; dismantling, disassembling, or changing in any way equipment or furniture; or placing, affixing, or attaching any article to any floor, wall, ceiling, furniture, or fixture.
- h. <u>Air Conditioning Units</u>: Residents cannot install air conditioning units in Regents Park, Park River, Hawk Hall, or the Neighborhoods. Residents living in the Village Apartments (VAs) may bring a standing air conditioner to use in their Unit Apr. 1 Nov. 1. Air conditioners must be removed from VA windows and stored in the Unit Nov. 2 Mar. 31. Window air conditioning units are not permitted anywhere on campus.

- i. <u>Keys:</u> Except for Hawk Hall Residents, the ORL issues the appropriate key(s) to a Resident's Unit at the time of check-in. The key(s) must be returned at the time of check-out. Keys may not be duplicated, nor transferred, loaned, or given to other persons. Lost keys should be reported immediately to the Office of Residential Life. Failure to return the issued key(s) will result in a lock change fee.
- j. <u>Room Entry:</u> The University respects and appreciates a Resident's right to privacy. A Resident's room/suite/apartment is considered their private domain and will not be entered without permission, except in the following circumstances:
  - i. If there is reason to believe that a threat to the health, welfare, or safety of any person or property exists
  - ii. Enforcement of University policies as stated in this publication and the The Source
  - iii. Conduct
  - iv. Performance of maintenance/custodial services and inspections
  - v. Health and Safety Inspections
  - vi. Closing inspections each semester
  - vii. When a search permit is issued for the search and/or seizure of property
  - viii. For nuisance noise (e.g., alarm clock, unattended music, etc.)
- k. <u>Search Permit:</u> A search permit must be secured before a search of the Resident's Unit by appropriate University staff, in enforcing any regulation or policy that is included in <u>The Source</u>, and/or the Housing Agreement. In searching an area, closed areas, such as closets and drawers may be opened.
- I. <u>Guest:</u> Residents must abide by the <u>Residential Life Guest Policy</u>. ORL Residents are responsible for the actions of any guests in their Unit and building, as well as the actions of guests who are not members of the University community anywhere on campus. As such, guests must remain with their host at all times. Guests must also register their vehicles with Public Safety if they do not have a parking pass of their own. If a guest is displaying inappropriate behavior, the host will be held responsible for that behavior. All guests must comply with University rules and regulations.

#### 10. COVID-19

In the event of any conflict between the remaining terms of this Agreement and Section 9, Section 9 shall control. In response to the COVID-19 pandemic, the University has implemented policies and procedures focused on the continued health, safety, and security of each Resident. The Resident's Housing experience will be impacted by the COVID-19 pandemic or similar health public health crises, as the ORL continues to make public health informed decisions. As a condition of living in Housing, a resident must acknowledge and agree to comply with the following policies.

a. <u>Health and Safety</u>: All members of the University Housing community – Residents, staff, and guests (when permitted) must act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of the University community. Residents are prohibited from creating a health or safety hazard within Housing and the University may request or require a Resident to leave Housing if their continued presence in Housing poses a risk to or shows disregard for the health and safety of the University community. Residents are required to comply with health and safety laws, orders, ordinances, and regulations, as well as University policies and guidelines, as they relate to the COVID-19 pandemic or other

public health crises. Expectations and requirements will evolve and may include, but are not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before, upon arrival, during the Year, or after returning to the University), contact tracing, disinfection protocols, guest policy limitations, and quarantine/isolation requirements (including before, upon arrival, during the Year, or after returning to campus). Adherence to health and safety requirements applies to all Residents, staff, and guests (when permitted) and extends to all aspects of Housing, including, but not limited to, bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards, and other common spaces.

- b. Quarantine/Isolation/Separation Housing: At any time, the University in its sole discretion, may request or require a Resident to leave Housing if their continued presence in Housing poses a health or safety risk for community members. The Resident is required to comply with requests from the Director to leave the assigned space due to public health emergencies. Failure to do so is a violation of this Agreement and may result in emergency removal from Housing. In situations where the Resident is instructed to self-quarantine or self-isolate, the Resident may not be permitted to continue residing in the assigned Unit and may be required to self-quarantine or self-isolate off campus. Residents may be able to self-quarantine or self-isolate on campus if space allows; any services for students who self-quarantine or self-isolate on campus will be limited. Removal from Housing to isolate or quarantine does not constitute a termination of this Agreement or does not entitle the Resident to a housing or Meal Plan refund.
- c. <u>Dining Services</u>: Dining service, including where and how services will be offered Residents, is subject to the sole discretion of the University and is subject to modification at any time to address public health concerns. Due to health and safety guidance adopted by the University or ORL, Dining may limit the occupancy of dining halls, require social distancing while in dining halls, limit the amount of time students may be present within dining halls or make other operational adjustments needed to address health and safety concerns. An inability to visit Dining facilities in-person due to a requirement to self-quarantine or self-isolate does not constitute a termination of a Resident's Housing Agreement which requires a Resident to purchase a meal plan or does not entitle a Resident to a Dining refund.
- d. <u>Cleaning</u>: Facilities will continue to implement and modify cleaning protocols to address COVID-19 or other public health emergencies in the interest of minimizing the spread of disease.
- e. Assumption of Risk and Release: Residents acknowledge that by residing in Housing during the Year they may have an increased risk of exposure to COVID-19 that may result in or contribute to illness, personal injury, or death. Residents acknowledge however, risk of exposure likewise exists in other non-Housing areas of the University. Residents understand and voluntarily assume any and all risks to health that may result from exposure to COVID-19. Residents agree to release, indemnify, and hold the University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, resulting from exposure to COVID-19. Residents further expressly agree the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the law of the State of Connecticut and that if any portion is held invalid, it is agreed the balance shall, notwithstanding, continue in full force and effect. By entering into this Agreement, a Resident acknowledges they have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand they are giving up substantial rights, including any right to sue.

#### 11. Miscellaneous

- a. <u>Connecticut Law:</u> Connecticut law applies in interpreting the Agreement, excluding any choice of law's provisions.
- b. <u>Binding Affect</u>: The Agreement is binding upon and insures to each signing Resident including that respective Resident's heirs, administrators, executors, successors, and assigns.
- c. <u>Right to Modify:</u> The University may modify its Housing and other policies at any time, with or without notice. Except as noted herein, the Agreement may not be modified without the express written consent of the University.
- d. <u>Entire Agreement</u>: The provisions set forth in the Agreement constitute an entire understanding between the University and Resident and supersede any communication or previous understanding with respect to its subject matter. No written or oral understanding directly or indirectly related to this Agreement exists that is not set forth in the Agreement.
- e. <u>Waiver:</u> The waiver of or breach of any condition of this Agreement shall not be considered to be a waiver of any other condition. If any condition of this Agreement shall be held to be invalid, the remainder of the Agreement shall be valid and enforceable.

By signing this Housing Agreement, the Resident is stating they have read, understand, and accept the terms and conditions set forth in this Agreement for the University.

Agreement signatures must be electronically submitted through the StarRez housing portal. Agreements will not be accepted if they are signed by pen and emailed, faxed, mailed, or otherwise submitted to the ORL.

Signature Line (print name, date, signature)

If the Resident is a minor child, the Resident's parent and/or guardian must also agree that they have read, understand and accept the terms and conditions set forth in this Agreement.