

STEVENSON UNIVERSITY

2012-2013 RESIDENCE CONTRACT

This Contract Is Not Binding Unless
Countersigned By The Office of Residence Life

This Contract ("Contract") is made between Stevenson University, Inc. (the "University" and "SU"), the undersigned student or prospective student (the "Student"), and the Student's parent(s) or guardian(s) (the student and the parent(s) and/or guardian(s) being collectively referred to as the "Obligors"). The following terms apply to this Contract:

1. **ASSIGNMENT OF SPACE.** The student must be registered full-time at SU, must maintain a minimum 2.0 grade point average, make appropriate payment arrangements with the University, and must provide documentation to the Wellness Center of the vaccination (vaccination received after the student's 16th birthday) against meningococcal disease to live in university housing. The University will furnish the Student with space in a residence hall which is located at the SU Housing Complex, Owings Mills, Maryland (the "Housing Complex") which space includes a bed in a bedroom together with a bathroom (the "Unit") to be used in common with other residents of the living unit. The Student may also use the common areas of the Housing Complex as necessary including walkways, laundry facilities and designated parking areas. The University reserves the right to select the specific bedroom and building to be assigned to the Student, to assign other occupants to the Unit, and to move the Student to another bedroom or Unit, at any time or from time to time, all in the University's sole and absolute discretion.
2. **TERM.** The term of occupancy of the Unit is from August 23, 2012 (for freshmen) or August 26, 2012 (for all other students) until May 3, 2013 ("the Academic Year"), subject to the provisions of paragraph 16.1. The Student promises to vacate the Unit during the designated break periods: November 20, 2012 at 6 p.m. until November 25, 2012 noon; December 14, 2012 at 6 p.m. until January 13, 2013 noon; and March 8, 2013 until March 17, 2013 noon. At the completion of the last final exam at end of each semester or upon any sooner cancellation of the Contract, the Student promises to promptly vacate the Unit returning all keys, removing all personal items and leaving the unit in broom-clean condition, ready for the next occupant.
3. **CONSIDERATION.** In return for furnishing space in the Housing Complex for the Academic Year, the Obligors promise to pay the University a total amount billed by SU Office of Student Accounts in two installments in accordance with the SU billing dates and deadlines. SU apartments are billed \$9388 for the academic year (billed in two installments of \$4694). Residence hall beds in Wooded Way Hall are billed at \$8304 for the academic year (billed in two installments of \$ 4152). The SU Suites are billed \$7890 for the academic year (billed in two installments of \$3945). Should single rooms be available and assigned in the SU Suite complex, a single surcharge in the amount of \$693 for the academic year (billed in two installments of \$346) will be applied to the student's account. Payment is due to the SU Office of Student Accounts.
4. **ROOM SECURITY DEPOSIT.** In addition to the amount set forth above, the Obligors promise to pay a three hundred and fifty dollar (\$350) damage and room security deposit prior to occupancy of the Unit, payable to SU through the Office of Student Accounts. The University will hold the deposit until the termination of this Contract at the end of the academic year and may apply it against any amounts due from the Obligors to the University at any time, in the University's sole and absolute discretion.
5. **USE.** The Unit may be used solely as a residence for the Student and for no other purpose whatsoever. The Student must use the unit in a safe manner and may not: (i) maintain or permit a nuisance to be maintained in the Unit; (ii) use the unit in any unlawful manner; (iii) use the Unit in a manner that is dangerous to life, limb, or property; (iv) use the Unit in a manner that interferes with the safety, study, sleep, or comfort of any resident, tenant or neighbor; or (v) use the Unit in a manner that negatively impacts the standing or reputation of the University. The Student promises to use the Unit in accordance with, and to comply with, the University's Housing Guidelines, as they currently exist and as they may be changed from time to time by the University in its sole discretion without prior notice.
6. **ASSIGNMENT AND SUBLICENSING.** This Contract is not assignable, transferable, or subject to sublicensing by the Student or any of the Obligors. The Student may not allow any person who has not received prior written approval by the Office of Residence Life to reside in or use the Unit as a sleeping facility. This Contract, and the rights, licenses, and obligations hereunder, may be transferred and/or assigned by the University, without the further consent of the Student or any of the other Obligors, to any of the University's successors and assigns, and the Student and all of the other Obligors shall continue to owe such successors and assigns compliance with and satisfaction of all obligations described in this Contract. Neither the Student nor any of the other Obligors may assign this Contract or any right or license hereunder.
7. **CONDITION AND CARE OF UNIT AND CONTENTS.**
 - 7.1 The Unit will be made available to the Student in broom-clean condition and containing the personal property ("Contents") listed on the Unit Inspection Form provided at check-in. All Contents are the University's property, not the property of the Student, and may not be removed from the Unit. The Student, within two (2) days after occupancy, must provide the Office of Residence Life with a written list of any existing damage to the Unit or its Contents. Upon receipt of the list, the University may inspect the Unit to verify the existence of any such damages. If the Student does not submit a list of damages within the 2 day time period, the Unit and its contents will be deemed to have been received by the Student complete and free from damage.
 - 7.2 The Student must keep the Unit and the Contents clean and must take good care of and not damage or permit the damage of the Unit or its Contents. The Student also must not damage or permit the damage of any corridors, stairwells, laundry rooms, elevators, parking lots, grass areas, or other common areas of the Housing Complex.
 - 7.3 The University is responsible for all repairs to the Unit and the Housing Complex unless they are required as a result of the act or omission of the Student or any guest or invitee of the Student. In that case, the Obligors are responsible for and will be charged for the cost of repairing any damage to the Unit, its Contents, and the Housing Complex caused or permitted by any act or omission of the Student or any guest or invitee of the Student, including removal of any trash. All such repairs will be performed by the University or its designated agents or contractors; no other entity or person may perform repairs or otherwise engage in construction activity on the Unit. Charges for damages to common areas may be prorated among all students having access to those areas, unless the responsible party is identified to the University's satisfaction. All charges for damages must be paid within thirty (30) days of notice from the University. Transcripts and diplomas will be withheld until full payment has been made by the Student.
 - 7.4 The Student may not make alterations or additions to the Unit of any kind. Furniture, doors, etc. must remain upright and intact.
 - 7.5 At the end of the Academic Year (or any extension granted pursuant to paragraph 2, above) or upon the cancellation of this Contract, if sooner, the Student must leave the Unit broom-clean and the Unit and the Contents in the same condition they were in when turned over to the Student. The University will inspect the Unit and its Contents upon the Student's vacating the Unit to determine the condition and to assure that no Contents have been removed. If the Student wishes to be present at the inspection, the Student must notify the Office of Residence Life by certified mail at least 15 days before the Student vacates, indicating the date the Student will vacate and the Student's new address.
8. **UNIVERSITY'S RIGHT OF ENTRY.** The Obligors consent and agree that the University, and its agents, servants, and employees, may enter the Unit at any time and may inspect the Unit and all Contents thereof and property therein, for emergencies, for maintenance and repairs, for inventory purposes, for health and safety inspections, and to enforce and ensure the enforcement of the University's Rules and Regulations and policies.
9. **UTILITIES.** The University will furnish furniture, electricity, water/sewer, HVAC, basic cable television service/internet service connection, and local telephone service connection for the Unit during the term of occupancy. If any of these utilities are interrupted, the University will use reasonable efforts to restore them as quickly as reasonably possible; **however, the University is not liable for the interruption.**
10. **FOOD SERVICE.** The University provides food service through Sodexo. Students new to the SU housing complex, regardless of class standing, are required to participate in the Food Service plan. Students living in a Unit that does not have a designated kitchen area in the Unit are required to participate in the Meal Plan as described in the Dining Services guidelines as set forth in Appendix A. Appendix A is incorporated herein by reference.
11. **INSURANCE.** The University does not provide any insurance for the Student's personal belongings or other property at the Unit, nor for the Student's liability to others. **The Student is strongly encouraged to procure and maintain renter's insurance or other appropriate insurance,** covering the Student's personal property from loss or

damage and covering the Student for liability.

- 12. **FIRE SAFETY.** All residents must evacuate the building at the sound of a fire alarm. Any resident tampering with any smoke detector, fire alarm, or fire extinguisher, or failing to comply with state or local fire regulations in any way, including, but not limited to, failing to exit a building in a timely manner during a fire alarm, is subject to removal from housing and/or judicial action.
- 13. **HEALTH AND MEDICAL SERVICES.** Student health services and counseling services are located at the Caves Sports and Wellness Center on the Owings Mills Campus. Health related services are: limited primary care, first aid, health information, and assistance with community referrals. The hours are Monday through Friday, 9:00 a.m. to 5:00 p.m. In case of serious emergency, residents should call University Security or emergency medical services at 911.

14. **LIABILITY.**

- 14.1 The Obligors shall defend, indemnify, and save the University, its agents, employees, and trustees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including, but not limited to, reasonable attorneys' fees and costs, which may be imposed upon, incurred by, or asserted against the University, its agents, servants, trustees, and employees, as a result of any act or omission of the Student or any guest or invitee of the Student.
- 14.2 The University will not be liable for the loss of or damage to, any property entrusted or provided to any of the employees, agents, or servants of the University without the University's prior written consent to be so obligated, or for loss or damage to any property of the Student within the Unit or the Housing Complex or grounds from any cause whatsoever. The University shall not be liable for any loss, injury, or damage incurred by the Student from any acts or omissions of any person or entity, and the Obligors waive all possible claims against the University and its agents, servants, trustees, and employees relating in any way to civil, criminal or other acts or omissions of third persons.

- 15. **RULES AND REGULATIONS.** The Obligors agree that they have read or that they have had an opportunity to obtain from the University if they chose to do so, the University's Guidelines and Policies for Student Housing and Student Handbook. The Student will comply with the University's Guidelines and Policies for Student Housing and Student Handbook, and with any other rules and regulations of the University, as such Guidelines, Handbook, policies and procedures, and rules and regulations currently existing and as they may be changed from time to time by the University in its sole discretion without prior notice.. The Student will also comply with all applicable federal, state, and local laws, regulations and ordinances. Violation of any of the foregoing may lead to cancellation of this Contract, under paragraph 16.1, below.

16. **CANCELLATION.**

- 16.1 The University may cancel this Contract before the end of the academic year without any liability whatsoever to the Student or to the Student's parent or guardian, and the Student thereupon shall immediately vacate the Unit, if (A) the Student: (i) fails to pay any amounts due to the University in connection with this Contract within seven (7) business days after notice from the University of the default; (ii) does not correct any other violation of this Contract within three (3) business days after notice from the University; (iii) receives two (2) notices, whether written or verbal, of any violation of this contract, whether or not cured, during the Academic Year; or (iv) is suspended or dismissed from the University for academic or disciplinary reasons, or otherwise ceases to be a student at the University; (v) commits, causes, or encourages the commission of, any act which, in the sole and absolute discretion and determination of the University, threatens the life, health or safety of him/herself or any other occupant of the Housing Complex; (vi) damages or threatens to damage the Unit, its contents, or the Housing Complex; (vii) commits, or causes the commission of, any breach or default of this Contract which cannot be cured; (viii) commits, causes, or encourages the commission of, or threatens to commit any act which, in the sole and absolute discretion and determination of the University, demonstrates the Student's unfitness to occupy a Unit in the Housing Complex; or (ix) abandons the Unit. If the University cancels this Contract because of any act or omission of the Student described above, the Obligors shall remain liable for all amounts due in connection with this Contract for the Academic year, whether arising before or after the cancellation. If the Student fails to vacate the Unit when required to do so, the University, without any liability whatsoever to the Student or any parent or guardian, may remove the Student's belongings from the Unit and may dispose of them as it sees fit.
- 16.2 If the Student desires to cancel this Contract, the Student must request permission from the Office of Residence Life. Requests for cancellation received by the Office of Residence Life at least 60 days before the start of the Academic Year will automatically be granted. Requests for cancellation due to the Student's induction into military service will automatically be granted if the Office of Residence Life receives written proof of the military induction. Requests for cancellation because the Student has graduated at the end of the Fall semester will be granted upon verification by the Registrar's office. All other requests for cancellation are non-refundable. Requests for cancellation due to a medical condition, illness or injury of a nature that prevents the Student from continuing the Student's studies will be reviewed if the Office of Residence Life receives written proof of the medical condition, illness or injury. For financial security, students are strongly encouraged to enroll in the tuition insurance plan offered by the University. If the cancellation of this Contract is approved by the University under this paragraph 16.2, the consideration under paragraph 3 will be prorated to the date the Student vacates the Unit or the date of cancellation, whichever is later. The Obligors will remain responsible, however, for any obligations arising up until and including that date. Housing deposits will not be refunded after deadline date specified on housing application form.

- 17. **LICENSE.** This Contract is only a license to use space and does not constitute a lease.

- 18. **SUCCESSORS.** The obligations under this Contract are binding upon the Student and the other Obligors and their respective personal representatives, executors, heirs, successors and assigns.

- 19. **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the Student and the other Obligors, and the University, regarding the subject matter of this Contract, except as expressly provided herein, and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties regarding the subject matter of this Contract.

Each of the undersigned states and affirms that he/she has read and understands this Stevenson University 2012-2013 Residence Contract and agrees to be bound by its terms.

SIGNED:

ACCEPTED BY:

STUDENT

STEVENSON UNIVERSITY

Student Signature: _____ By: _____

Print Name: _____ Assistant Vice President for Residence Life

Date: _____ Date: _____

PARENT/GUARDIAN (regardless of student age):

Parent/Guardian Signature: _____

Print Name: _____

Date: _____

Please sign and return this Contract to the Office of Residence Life, Stevenson University, 100 Campus Circle, Owings Mills, MD 21117. You may not move into the Unit until this form has been signed (both signatures) and received by the Office of Residence Life.

STEVENSON UNIVERSITY
2012-2013 RESIDENCE LIFE CONTRACT
APPENDIX A
FOOD SERVICE MEAL PLANS

The Stevenson University Dining Services team is pleased to offer meal plans at both the Stevenson and Owings Mills campuses. Visit the Dining Services website for a detailed description of the SU meal plan and exciting menu options.

All new freshmen and transfer students living in SU housing are required to participate in a meal plan during the entire academic year. Students new to the SU housing complex, regardless of class standing, are required to participate in the Food Service plan. The last day to change a meal plan is 7 calendar days after the first day of class. All plans are non-refundable. If a student uses all of his/her meals and would like more, meal plans can be recharged by purchasing additional blocks of 10, 25 or 50 meals. Please see the Student Accounts office to recharge your plan.

Students Living In Apartments

All students residing in the apartments are required to participate in either the A or B block plan during their first and second semesters at the university. Students in their third and fourth semesters at SU can choose either the A, B or C block plan. After the fourth semester, participation in a meal plan is optional for students living in the apartments. All block plans include 10 guest meals so students can treat visitors to several meals per semester. Guest meals can also be used by the student for him/herself. Flex dollars can be used to purchase meals for family and friends if all guest meals are used. If a student uses all of his/her meals and would like more, meal plans can be recharged by purchasing additional blocks of 10, 25 or 50 meals.

Students Living In Suites

All students living in the suites must participate in the A block plan during their first through fourth semesters at SU. After the fourth semester, students can choose either the A or B block plan. All block plans include 10 guest meals so students can treat visitors to several meals per semester. Guest meals can also be used by the student for him/herself. Flex dollars can be used to purchase meals for family and friends if all guest meals are used. If a student uses all of his/her meals and would like more, meal plans can be recharged by purchasing additional blocks of 10, 25 or 50 meals.

Commuter Students

Students who do not live on campus can choose to participate in any of the university's meal plans. Plan E is a COMMUTER ONLY plan.

Transfer Students

All transfer students are required to participate in a meal plan during their first and second semester at the University. Students living in the apartments must choose either the A or B block plan. Students living in the suites must purchase the A block plan.

Beginning with their third semester at the University, transfer students who joined the college as a junior (defined as 60 credits at the time of transfer) and live in an apartment will not be required to purchase a meal plan.

Beginning with their third semester at the University, transfer students who joined the college as a junior (defined as 60 credits at the time of transfer) and live in a suite must purchase a meal plan and may choose from the A or B block plan

Meal Plan Selection

Please initial below to indicate your choice of meal plan (A, B, C, D, E). See information above to indicate meal plan requirements for specific residential facilities and/or requirements pertaining to length of enrollment at Stevenson University. The various charges for meal plans cited herein are tentative and subject to change until final approval is determined by the university.

In response to student requests, Sodexo and Stevenson University have collaborated to add an innovative feature to our Dining Services...off campus use of meal plan flex dollars. This new feature allows flex dollars to be used at participating businesses in the Owings Mills and Stevenson locales. Visit www.stevensonflex.com to obtain a list of participating merchants.

If you have any questions about this program, please contact the Auxiliary Services Office at 443-334-2240 or the Student Accounts Office at 443-334-3500.

Initial Plan	Meal Plan	# of Meals / Sem.	Flex Dollars / Sem.	Cost / Sem.	Cost / Yr.
	A	225	\$75	\$2,003	\$4,006
	B	175	\$125	\$1,906.50	\$3,813
	C	135	\$200	\$1,946.50	\$3,893
	<u>D</u>	<u>75</u>	<u>\$250</u>	<u>\$1,281</u>	<u>\$2,562</u>
	E	50	\$175	\$902	\$1,804