Residence Halls/Dining Services Agreement

2013-2014

This is a legally binding document, so do not sign or submit this Agreement until you are certain you will use on-campus housing and dining services during the 2013-2014 academic year. The University will be bound to provide services only at the point this request is confirmed, or room is assigned, by Resident Life. Completing this Agreement does not guarantee housing.

NAME

UNIVERSITY ID #

Select one of the following dining plans: All students must select a dining plan. If assigned to a kitchen-equipped apartment, you will have the option to cancel or change your Dining Plan. All of the dining plans are declining balance plans and include two point accounts - Resident Points and Terp Bucks.

☐ Resident Dining Plan: Most popular plan, includes both Resident Points and Terp Bucks.

☐ Resident Dining Plan Plus: Provides more Terp Bucks than the Resident Dining Plan, same number of Resident Points. For the student who wants greater flexibility and more dining options; most expensive option.

☐ Resident Dining Plan Red: Provides fewer Terp Bucks than the Resident Dining Plan and more Resident Points. For the student who will eat most meals in the dining room; least expensive option.

Optional Stamp Union Add-On Plan: ☐ $100 ☐ $200

For specific Dining Plan information visit the Dining Services web site, www.dining.umd.edu, or call 301-314-8069.

Your Preference for Residence Hall Type:
Please number, in order of preference, those you are willing to accept.

_____ Traditional Hall: Rooms in a hi-rise or low-rise on a community floor sharing a common bath.

_____ Suites: Rooms typically shared by 4 to 8 residents with a common area and bath(s) inside each suite (no kitchen).

_____ Semi Suites: Rooms located in Oakland Hall, shared by 4 residents in 2 double rooms connected by a shared bathroom.

_____ Apartments: Rooms located in Leonardtown and South Hill Communities, shared by 4 to 8 residents with a common area, kitchen and bath(s) inside the apartment.

You will be matched with a roommate(s) based on your answers to these questions:

☐ Yes ☐ No Do you smoke? (No smoking is permitted within residence halls.)

☐ Yes ☐ No Do you object to a roommate who smokes?

☐ Yes ☐ No Will others consider you a “neat and tidy” person?

☐ Yes ☐ No Will you normally go to bed before midnight on week nights?

☐ Yes ☐ No Will you consider your room your primary place to study?

Your Preference for Gender Options:
Please number, in order of preference, only those you are willing to accept. If you make no selection, your preference will default to Single Gender.

_____ Single Gender Wing/Floor/Semi-Suite/Suite/Apartment: All rooms and bathrooms in this type are assigned by sex

_____ Single Gender Building: Female applicants only. (Cecil Hall): All rooms and bathrooms are assigned female

_____ Mixed Gender Wing/Floor/Suite/Apartment: Individual rooms and floor bathrooms are assigned by sex and every other room is a different sex

_____ Gender Inclusive Room/Semi-Suite/Suite/Apartment: a housing option where students, regardless of sex, gender, or gender identity, share the same bedroom in designated rooms in semi-suites, suites, apartments, and on mixed gender wings/floors; bathroom configurations vary

Visit www.reslife.umd.edu for more information about housing options.

For specific roommate, location, or accommodation requests please contact the Assignments Office at reslife@umd.edu or call 301-314-2100.

Your Signature Means You Will...

- Accept and pay for a room assignment in a residence hall
- Participate in and pay for an approved dining plan by selecting the Resident Dining Plan or one of its options
- Use these services for the entire 2013-2014 academic year (few reasons allowed for early release)
- Cancel in writing, if plans change, and pay significant late fees if cancel request is received after July 1, 2013, for Fall 2013 and December 1, 2013, for Spring 2014.

Student Must Sign Here

I have read, understand and will abide by all policies, rules, regulations and procedures stated in the Terms and Conditions of On-Campus Housing/Dining Services Agreement which is hereby incorporated by reference into this Agreement.

________________________________________________________________________
Signature (must be in ink)

Date

___________________________________________________________
Parent/Guardian Signature (if student is under 18 years)

Date
The University will furnish a space in the residence halls and grant the resident use of the facilities of the hall in accordance with these Terms and Conditions for the entire 2013-2014 academic year, from the approved check-in day through his/her last final exam, except for closing at Thanksgiving, Semester Recess and Spring Break. At these closings, North Campus residents must leave their rooms and South Campus residents may stay in their rooms, with written permission, under additional rules and procedures and at additional prorated housing cost. During these closings, dining facilities are closed and dining plans are not available.

This Agreement is separate from and not contingent upon financial aid or scholarship award notification, and does not constitute owning or renting and occupying living quarters in Maryland for purposes of the University’s policy on student residency classification for tuition and charge differential purposes. This Agreement is a license to use certain facilities for a particular period of time, and does not establish or imply a landlord-tenant relationship between the resident and the University.

Cancellation, Release and Refund
1. Once a room assignment has been designated through the resident’s participation in the room selection process or through direct assignment, the University retains the right and discretion to release students from this Agreement only upon documentation of valid grounds. Possible grounds for release include the following: withdrawal from classes; graduation; transfer to another institution or other disenrollment; student teaching placement or co-op work in conjunction with a University-sponsored accredited program; and participation in Study Abroad. Residents must request such releases. An individual who does not register for classes and who does not constitute owning or renting and occupying living quarters in Maryland for purposes of the University’s policy on student residency classification for tuition and charge differential purposes. This Agreement is a license to use certain facilities for a particular period of time, and does not establish or imply a landlord-tenant relationship between the resident and the University.

2. Petitions for release from this Agreement and supporting documentation must be submitted by the resident, regardless of his/her University status, to Resident Life. Petitions received after July 1 for Fall semester and/or December 1 for Spring semester will be charged a release fee, if approved:

| Notice for Fall 2013 | If Released, Fees Assessed 
By July 1, 2013 | No release fees 
July 2-15, 2013 | ½ of 1 weeks’ housing/facility cost 
July 16-29, 2013 | 1 weeks’ housing/facility cost 
July 30-August 13, 2013 | 1½ weeks’ housing/facility cost 
After August 13, 2013 and prior to check-in | 2 weeks’ housing/facility cost 

3. An individual who does not register for classes and who does not by 12 noon on the first class day of Fall semester take possession of room keys, petition for release or notify Resident Life of late arrival will forfeit his/her assigned space and be charged two weeks’ housing cost.

4. This Agreement is for the entire academic year, from the approved check-in day through final exams in May. After keys are issued, the University retains the right and discretion to release students from this Agreement upon documentation of valid grounds. Possible grounds for release include the following: withdrawal from classes; graduation; transfer to another institution or other disenrollment; student teaching placement or co-op work in conjunction with a University-sponsored accredited program; and participation in Study Abroad. Residents must request such releases. An individual who does not register for classes and who does not constitute owning or renting and occupying living quarters in Maryland for purposes of the University’s policy on student residency classification for tuition and charge differential purposes. This Agreement is a license to use certain facilities for a particular period of time, and does not establish or imply a landlord-tenant relationship between the resident and the University.

5. Releases to be effective at the end of Fall semester/start of Spring semester must be requested before 4:30pm December 1, 2013 in order to avoid the fees shown above, if approved. No such requests will be approved after the first day of Spring semester classes, except for reasons of disenrollment.

6. Release must be approved and check-out must occur before credits of housing, dining or telecommunication fees will be initiated. Credits are made on a prorated basis (taking into account the actual amount of food purchases) from the date housing and dining check-outs are completed. No credits are made after the fourteenth week of the semester.

7. Refunds must be requested in writing from the Bursar.

The Resident Agrees:
1. To maintain proper academic, registration and disciplinary student standing as published in the Schedule of Classes. Priority is given to full-time (12 credits or more each semester) undergraduate students.

2. To purchase a University of Maryland Dining Services approved dining plan, or a full Hillel kosher meal plan, unless assigned to a kitchen-equipped apartment. If no dining plan is selected on the Agreement form, the student will be deemed to have selected the Resident Dining Plan. Standard dining plan options start at 4pm Friday, August 30, 2013.

3. Charges for capital construction, physical plant and facilities, and debt service will be deducted from the dining fee before the dining plan account is established. Remaining points must be used according to a published schedule or be forfeited at the end of each semester.

4. There is no refund or carryover of any dining plan account balance at the end of each semester except as provided for in a specific dining plan description. Students may switch to a lesser resident dining plan through the third week of classes.

5. Not to use another student’s ID card for purchases or transfer his/her card to another person. The resident agrees not to remove food or property from a dining facility without paying for it or use the dining plan to purchase special order items or catering services. Any student found in violation will be referred to the Student Judiciary Board for violation of the Code of Student Conduct.

6. If moving into an on-campus apartment, to the options of retaining a resident dining plan, converting to an Apartment Dining Plan or requesting release from a resident dining plan. If an option to convert to an Apartment Dining Plan or seek release is not exercised within two weeks of moving into an on-campus apartment, the student will be deemed to have elected to remain on a resident dining plan.

7. Having a Terrapin Express account, an Apartment Dining Plan or any other optional dining plan does not fulfill his/her obligation to participate on a University of Maryland Dining Services approved dining plan.

8. To pay established housing, dining and telecommunication fees, as established by the Board of Regents and in accordance with University payment procedures and deadlines. Housing fee reductions, if any, for residents in on and off-campus rooms are determined annually and apply only for those weeks that a room is assigned and occupied as a single, double, triple or quad.

9. Submission of this Agreement and an electronic signature via Resident Life’s Web page has the same force and effect as submission of the Agreement by mail or in person. If requested, the resident will verify his/her signature and consent in writing to the 2013-2014 On-Campus Housing and Dining Services Agreement at check-in.

10. His/her name and contact information (permanent and campus mailing addresses and telephone numbers, e-mail address) will be given to his/her assigned roommate(s) and suite- or apartment-mates, if any, notwithstanding any separate request for confidentiality made to the University. This same information will be made available to Resident Life staff members.

11. He/she may register contact information for an individual who should be informed in the event the resident is determined to be missing, knowing that parent(s) or guardian of a resident under the age of 18 will be notified by the University within 24 hours after any such resident is determined to be missing.

12. He/she will promptly and regularly update his/her e-mail address on record at www.testudo.umd.edu and will regularly review that address for communication sent from Resident Life. Official notifications sent via e-mail from Resident Life will be directed to the address on record at www.testudo.umd.edu.

13. To sign and submit the Agreement without alteration, knowing that the Agreement has not been accepted by the University nor does the student have permission to reside in a residence hall until a confirmation of residence and dining services and/or a notification of room assignment has been provided.

14. To comply with the University’s meningitis immunization requirements.

15. Acceptance of room keys constitutes official check-in.

16. To ensure his/her roommate(s) has access to and equitable use of the assigned space.

17. To change rooms only with Resident Life’s written approval, and to follow established procedures, when a vacancy occurs, for the reassignment of another student to one’s room.

18. To complete published check-out procedures when vacating an assigned space, returning the space and its furnishings in the same condition as they were received, excepting reasonable wear and tear.

19. The University cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors, or the damage, theft, or loss of personal property, and hereby releases the University, its officers, agents, and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss.

20. To immediately report loss of and to pay for replacement of his/her student ID card.

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21. To accept responsibility for and be held accountable for his/her actions, for the actions of his/her guest(s), and for proper use and care of the residence and dining facilities, assigned space, common areas and University property.

22. To take reasonable action to protect residence and dining facilities and property from wanton, reckless or negligent damage; refrain from encouraging or participating in activities which cause damage; report damages, interrupted service, or need for repairs; and assist the University in identifying individuals responsible for damage, theft or loss.

23. To take primary responsibility for his/her own safety and security and for that of his/her residence and dining communities; to appropriately use safety and security equipment; and to immediately report loss of assigned key(s) or malfunctioning or damaged hardware.

24. To conduct himself/herself in a manner which promotes a courteous, safe, and secure residence hall and dining environment and respects academic goals and individual and community development and welfare.

25. To familiarize himself/herself with and to abide by the rules and regulations published in the Community Living handbook, Services Guide, Code of Student Conduct and other University publications and as amended from time to time, all of which are incorporated by reference into this Agreement.

26. To abide by rules and regulations which include but are not limited to prohibitions against unauthorized equipment; cooking appliances; smoking within residence/dining buildings; flammable materials; weapons and fireworks; unauthorized modifications of assigned space; pets; duplication and transfer of University keys; disruptive/destructive behavior; behavior such as intimidation or harassment which threatens the property, safety, security, health, or well-being of others; improper use of fire/safety or building security equipment; subletting, selling or soliciting; and threats to or interference with University staff in the performance of their duties, knowing that violation of rules and regulations can be grounds for termination of this Agreement.

27. Shall be subject to administrative procedures and action as described in Community Living, disciplinary procedures and action as described in the Code of Student Conduct, and/or financial responsibility for any damage, theft, or loss, when the University determines that a resident has violated a term of this Agreement or any Resident Life, Dining Services, or University rule, regulation or procedure, including the Code of Student Conduct, or a State or federal law.

28. Administrative action by the University may range from a verbal or written warning to termination of housing and/or dining services, and the University may terminate residence hall services to a resident whose meal plan is terminated.

29. To pay for damage, loss, or special service due to misuse or abuse of his/her assigned space, University property and/or facilities, and when the assigned space is shared with a roommate(s) and where the responsible student(s) fails to assume responsibility, to pay an equally divided portion of the total charges.

30. This agreement is made and entered into in the Sovereign State of Maryland, and the operation of this license and all performance under this agreement shall occur in Prince George’s County, Maryland.

The University:

1. Will provide services described in this Agreement on a continual basis, although interruptions may occur by an act of God, availability of resources as determined by the University, maintenance activities, or other condition that is reasonably beyond administrative control. Standards and levels of services are determined by the University. The University expects any disruption of services vital to the health and safety of residents will be restored within a reasonable amount of time.

2. Notwithstanding any other part of this Agreement, reserves the right to limit the amount of individual or group purchase in dining facilities, limit quantity of portions served, change dates that dining plans may be used, change menus, open and/or close facilities, reschedule the opening and closing hours of operation, or otherwise alter services when access to funds or food, supplies, heat, power, etc. is impaired, and to change its fees, academic calendar, and/or existing procedures, in accordance with University processes.

3. Does not discriminate in room or hall assignments on the basis of race, color, creed, religion, sexual orientation, personal appearance, age, national origin, political affiliation, physical or mental disability, or on the basis of the exercise of rights secured by the First Amendment of the United States Constitution.

4. Will provide each resident a bed; mattress; dresser; desk and chair set; data line; and cable jack. Each bedroom will have phone line with unlimited local calling and calling within the campus, voice mail, and routine maintenance and repairs; window blinds; smoke alarm; and sprinkler (fire suppressant).

5. Will provide heat, water, and electricity, remove trash from designated areas and clean common hallways, floor lounges, public areas, and bathrooms (except those located in resident apartments or suites) on a scheduled basis.

6. Will make all repairs and perform maintenance in the residence hall and the resident’s room with authorized personnel, on routine schedules and under a request system of priority scheduling.

7. Reserves the right to move residents from one space to another in order to meet its responsibilities to student health, safety, and well-being; maintain, operate, or renovate facilities; establish a special interest house, floor, unit, or section; convert rooms for occupancy by the opposite sex; or consolidate residents for reasons of safety or closings.

8. Reserves the right to enter rooms to conduct maintenance and sanitation inspections; make routine or emergency repairs; identify and correct safety, security and/or sanitation deficiencies and problems; protect the health, safety and security of its residents; or when appropriate staff are responding to a reported incident of, or believe there is, serious physical or psychological distress or imminent danger to the room’s occupants or contents. A resident’s request for maintenance or repairs gives consent for room entry. The University will not use such entries and inspections as an opportunity to search a resident’s room for other reasons for which consent, a warrant and/or probable cause are required.

9. Respects the resident’s right to privacy within his/her room; when entry or inspection is required, reasonable consideration will be given to the resident’s academic and personal pursuits and attempts normally will be made to provide prior notification whenever reasonable.

10. Reserves the right to remove and dispose of any personal property remaining in a room following termination or expiration of this Agreement, the resident’s separation by or from the University, and if denying or rescinding the renewal offer, to published priorities for allocating residence hall space, and the University may unilaterally terminate this Agreement at any time and require the resident to forfeit immediately the assigned space and/or dining plan privileges when:

   a. information furnished by or for the individual is incomplete, substantially misleading or false in whole or in part; or
   b. the resident is not properly registered, is denied services from the University because of outstanding debts, is academically dismissed, or for any other reason loses status as a student at College Park, in which case the individual may be required to vacate the assignment and accept termination of the meal plan on the date of separation from the University; or
   c. the University determines through the review process that the student has violated University rules, regulations or procedures, in which case the student also may be denied continued access to any University residence or dining facility; or
   d. University residence and dining facilities are inadequate in number or physical condition.

When this Agreement is terminated because the student is suspended or expelled from the University, the student forfeits all rights to any credits for housing, dining and/or telecommunications charges. When this Agreement is terminated because of the student’s violations of University rules, regulations or procedures and the student is not suspended or expelled from the University, the resident’s responsibility for housing, dining and telecommunications charges will be:

   a. For rule violation(s) occurring before November 1, 2013; Pay all Fall semester fees; Spring semester fees may be waived or prorated based on the official check-out date.
   b. For rule violation(s) occurring between November 1, 2013 and the last day of Fall semester exams: Pay all Fall semester fees; pay appropriate Spring semester release fees, to a maximum of two weeks’ housing charges, when vacating before the end of the semester. Residents who vacate after the end of Fall semester also may be assessed release fees and prorated charges through the official check-out date.
   c. For rule violation(s) occurring after the last day of Fall semester exams, or at any time during the Spring semester 2014: Pay all Spring semester fees; no credits or refunds will be given.

Last updated 3/1/13
Residence Halls/Dining Services Agreement, and Terms & Conditions