



## Terms & Conditions

### Housing & Dining Agreement for all Students

#### **2022-2023 Housing & Dining Agreement**

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 2022-2023 academic year, from the approved check-in day through their last final exam, except for closings at Thanksgiving, Semester Recess and Spring Break (additional charges will apply for occupancy). For these closings, North Campus residents typically must leave their rooms (unless otherwise officially approved and charged) and South Campus residents typically 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. The Departments of Resident Life, Residential Facilities and Dining Services reserve the right to amend these terms and conditions as warranted due to unforeseen circumstances or events beyond their control. When such amendments are made, students will be given written notice in advance and provided the opportunity to cancel this agreement within a specified period of time.

This Agreement is effective on the date you sign this Agreement, and expires upon the last date of regular occupancy in May of the Spring semester. This Agreement may be earlier terminated only as provided herein.

## Cancellation and Late Fees

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 cancel the Agreement when it is in the best interest of the University due to residence hall space limitations or other reasons. A student can cancel this agreement only upon documentation of valid grounds. Grounds for cancellation include the following: withdrawal from all 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. Any cancellation granted based on a resident request made under false pretenses will be deemed null and void, and the resident will remain subject to the terms and conditions of the Agreement, reassigned to housing, and required to participate in an approved dining plan. In addition, any cancellation made under false pretenses may result in referral of the resident to the Office of Student Conduct for disciplinary action.
2. Cancellation requests from this Agreement and supporting documentation must be submitted by the resident, regardless of their University status, to the Department of Resident Life. Students seeking cancellation for the Spring semester who entered University housing in the Fall semester remain responsible for all applicable housing fees for the Fall semester. Requests received after July 1 for Fall semester and/or December 1 for Spring semester will be charged a late fee, if approved, according to the following schedule:

Notice for Fall 2022	If Canceled, Late Fee Assessed
By July 1, 2022	No late cancellation fee
July 2 -15, 2022	\$180.00 late cancellation fee
July 16 - 29, 2022	\$360.00 late cancellation fee
July 30 – August 12, 2022	\$540.00 late cancellation fee
After August 12, 2022 and prior to check-in	\$720.00 late cancellation fee

Notice for Spring 2023	If Canceled, Late Fee Assessed
By December 1, 2022	No late cancellation fee
December 2-15, 2022	\$180.00 late cancellation fee
December 16-29, 2022	\$360.00 late cancellation fee
December 30, 2022 - January 12, 2023	\$540.00 late cancellation fee
After January 12, 2023 and prior to check-in	\$720.00 late cancellation fee

3. Any resident, regardless of University status, who does not by noon on the first day of that semester's class take possession of room keys, request cancellation from this Agreement, or notify Resident Life of late arrival could forfeit the assigned space and be placed in an alternate assignment of the Department of Resident Life's choosing.
4. Cancellations to be effective at the end of Fall semester/start of Spring semester must be requested before 4:30 p.m. on December 1, 2022 in order to avoid the fees shown above.
5. Cancellations must be approved and check-out must occur before credits of housing and dining fees will be initiated. Credits are made on a prorated basis from the date housing and dining check-outs are completed.
6. Refunds must be requested in writing from the Bursar.

**Release from Agreement**

1. After keys are issued, the University retains the right to release the resident 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; or participation in Study Abroad. The resident must request such release. Any release granted based on a resident request made under false pretenses will be deemed null and void, and the resident will remain subject to the terms and conditions of the Agreement, reassigned to housing, and required to participate in an approved dining plan. In addition, any request made under false pretenses may result in referral of the resident to the Office of Student Conduct for disciplinary action.

2. If released from this Agreement, the student remains responsible for all housing fees arising during the period the University provides housing. No such requests will be approved after the first day of Spring 2023 semester classes, except for reasons of withdrawal or disenrollment.
3. Releases must be approved and check-out must occur before credits of housing and dining fees will be initiated. Credits are made on a prorated basis from the date housing and dining check-outs are completed. No credits are made after the fourteenth week of the semester.
4. Refunds must be requested in writing from the Bursar.

### Agreement Buyout

1. Any student who does not meet one of the conditions for cancellation or release listed above may buyout their Agreement based on their status as a “New Student” or “Returning Student” student, defined below, and based upon the date the request is received and the schedule and charges listed below. Buyout requests must be submitted by the resident, regardless of their University status, to the Department of Resident Life. Students seeking buyout for the Spring semester who entered University housing in the Fall semester remain responsible for all applicable housing fees for the Fall semester.
2. “New Student” is defined as a resident who is in their first semester in residence halls. After this first semester, the student becomes a “Returning Student.” For example, a new freshman student for Fall 2022 becomes a Returning Student for Spring 2023.

New Student Housing Agreement Buyout Schedule Fall 2022 Semester	Buyout Charge
By July 1, 2022	No Contract Buyout Charge
July 2 to July 14, 2022	\$500
July 15 to August, 1, 2022	\$1,000
August 2 to Fall Move-In, 2022*	\$1,500
After Check-In to November 1, 2022	\$3,214 or remaining balance if lower
November 2 to End of the Semester, 2022*	No Buyout Option Available

New Student Housing Agreement Buyout Schedule Spring 2023 Semester	Buyout Charge
By December 1, 2022	No Contract Buyout Charge
December 2 to December 14, 2022	\$500
December 15, 2022 to January 1, 2023	\$1,000
January 2 to Spring Move-In, 2023*	\$1,500
After Check-In to April 1, 2023	\$3,214 or remaining balance if lower
April 2 to End of the Semester, 2023*	No Buyout Option Available

Returning Student Housing Agreement Buyout Schedule Fall 2022 Semester	Buyout Charge
By April 1, 2022	No Contract Buyout Charge
April 2 to June 1, 2022	\$1,072
June 2 to Fall Move-In, 2022*	\$2,143
Check-In to November 1, 2022	\$3,214 or remaining balance if lower
November 2 to End of the Semester, 2022*	No Buyout Option Available

Returning Student Housing Agreement Buyout Schedule Spring 2023 Semester	Buyout Charge
November 1 to December 1, 2022	\$1,072
December 2, 2022 to Spring Move-In, 2023*	\$2,143
Check-In to April 1, 2023	\$3,214 or remaining balance if lower
April 2 to End of the Semester, 2023*	No Buyout Option Available

\*Dates of Move-In are first day of regular check-in for students. The End of the Semester Dates are the last day of regular occupancy.

**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 meet the age requirement to be at least 16 years of age by August 1, 2022 for Fall and December 1, 2022 for Spring to apply and live in the residence halls.
3. To purchase a University Dining Services approved dining plan or a full Hillel kosher dining plan, unless assigned to a kitchen-equipped apartment. If no dining plan is selected on the Agreement form, the resident will be deemed to have selected the Base Dining Plan. Charges for fall semester dining plans include additional service provided during the move-in period before standard dining plan options commence.
4. There is no refund or carryover of any dining plan account balance at the end of each semester, though residents may switch to a lesser resident dining plan through the third week of classes.
5. Not to use another person's ID card for purchases, transfer their card to another person, remove food or property from a dining facility, or use the dining plan to purchase special order items or catering services. A resident found in violation will be referred to the Office of Student Conduct for potential disciplinary action.
6. If moving into an on-campus apartment, the resident has the option of retaining a resident dining plan or requesting release from a resident dining plan. If the option to seek release is not exercised within two (2) weeks of moving into an on-campus

apartment, the resident will be deemed to have elected to remain on a resident dining plan.

7. Having a Terrapin Express account or any other optional dining plan does not fulfill a resident's obligation to participate in a University Dining Services approved dining plan.
8. To pay established housing and dining fees, as established by the Board of Regents and in accordance with University payment procedures and deadlines. Housing fee discounts, if any, for residents in certain room types are determined annually and apply only for those weeks that a room is assigned and occupied as a discounted rate room.
9. Submission of this Agreement and an electronic signature via Resident Life's Housing Portal has the same force and effect as submission of a signed Agreement in person. If requested, the resident will verify his/her signature and consent in writing to the 2022-2023 Residence Hall Housing and Dining Agreement at check-in.
10. Resident's name and contact information (telephone numbers, and e-mail addresses) will be disclosed to assigned roommates 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. Resident may register contact information for an individual who should be informed in the event the resident is determined to be missing. Parents or guardians of a resident under the age of 18 will be notified by the University within 24 hours after such resident is determined to be missing.
12. To promptly and regularly update his/her e-mail address on record at [Office of the Registrar website](#) and to regularly review that e-mail account for communications from Resident Life. Official email notifications from Resident Life will be directed to the address on record at [Office of the Registrar website](#).
13. To sign and submit the Agreement without alteration, knowing that the Agreement has not been accepted by the University, and to not reside in a residence hall until receipt from the University of written confirmation of residence and dining plan and/or of room assignment.
14. To comply with the University's immunization requirements.
15. Acceptance of room keys constitutes official check-in.
16. To ensure that roommates, if any, have 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 reassignment of another student to one's room.
18. To complete published check-out procedures when vacating an assigned space, leaving the space and its furnishings in the same condition as when initially 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. The University will not reimburse you for any theft, loss or damages to property because of fire, flood, water leak, etc. We encourage you to check your homeowner's or apartment dweller's insurance policy or consider purchasing renter's insurance.
20. To immediately report the loss of, and secure the replacement of, resident's student ID card.
21. To accept responsibility for and be accountable for resident's actions and the actions of resident's guests, and for proper use and care of the residence, dining facilities, assigned spaces, common areas, and other University property.
22. To take reasonable action to protect the residence and dining facilities and property from wanton, reckless or negligent damage; refrain from encouraging or participating in activities which may cause damage; report damages, interrupted service, or need for repairs; and assist the University identify individuals responsible for damage, theft, or loss.
23. To take primary responsibility for resident's safety and security and the safety and security of resident's residence and dining communities; to appropriately use safety and security equipment; and to immediately report loss of assigned key(s) and malfunctioning or damaged property or hardware.
24. To act in a manner that 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 on-line 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. Resident is subject to the administrative procedures and actions described in the Community Living Handbook and the Code of Student Conduct, and is financially responsible for damage, theft, or loss when the University determines the resident violated this Agreement or any Resident Life, Dining Services, or University rule, regulation, policy, or procedure, or 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 for a resident whose dining plan is terminated.
29. To pay for damage, loss, or special service due to resident's misuse or abuse of resident's assigned space, University property and/or facilities. When the assigned space is shared with a roommate(s) and the responsible student fails to assume responsibility, to pay an equally-divided portion of the total charges.
30. This Agreement is made and entered into in the State of Maryland, and the operation of this license and all performance under this Agreement shall occur in Prince George's County, Maryland.
31. The Department of Resident Life periodically takes photographs or videos of University classes, events, and other functions reflecting student life. In some instances, the Department may wish to publish those photographs and/or videos on its websites and/or in other publicity materials, which may be viewed by the general public. If those photographs and/or videos include enrolled students, they may be considered educational records under the Family Educational Rights and Privacy Act of 1974 (FERPA) and therefore generally may not be used without the prior written consent of the students appearing in the photographs and/or videos. By signing this Agreement, you are giving the University permission to use your photographs and/or appearances in videos for the purposes, and in media, listed above. You may revoke your authorization at any time by emailing the Department of Resident Life at [reslife@umd.edu](mailto:reslife@umd.edu) and providing your full name and University Identification (UID) number with your request to revoke your authorization of the University's use of your image.

## 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 conditions that are 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 purchases in dining facilities, limit quantity of portions served, change dates that dining plans may be used, change menus, open and/or close facilities, reschedule 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 any other protected classification, 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 and data line. Each bedroom will have 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 or semi-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. While pets are prohibited in residence halls, under both the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, persons with disabilities may request reasonable accommodation for an assistance animal (including an emotional support animal) or a service animal.
8. Reserves the right to move residents from one space to another and to change occupancy numbers, including designating any or all part of any residence hall or assigned space as a Flex Space. A Flex Space is a space within the residence hall inventory that is converted to accommodate an additional resident. The University reserves this right, even after the completion of the Room Selection process and/or the signing of an Residence Hall Housing and Dining Agreement, for reasons including but not limited to the following: to meet the needs of a student with a disability if that space is occupied by a student who does not need that particular type of space; to meet its responsibilities to student health, safety, and well-being; to maintain, operate, close, or renovate facilities; to establish a special interest house, floor, unit, or section; to convert rooms for occupancy by the opposite sex; to consolidate residents for security reasons; and whenever the University determines in its sole discretion that such action is necessary due to residence hall space limitations or other exigencies. In the event the

University exercises this right, the resident will be presented with several options, including but not limited to cancellation of the Residence Hall Housing and Dining Agreement without financial penalty, or requesting reassignment to another location, if available.

9. 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.
10. Respects the resident's right to privacy within their 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.
11. 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/or the date of check-out. A charge for costs incurred may be assessed to the resident.
12. Agrees to provide the resident notice of the violation charged and an opportunity to present their version of the incident, when an allegation of a violation of a rule, regulation, or procedure is received and the review process is initiated.
13. Reserves inherent authority to take prompt administrative and/or disciplinary action, including temporary suspension from residence halls and/or dining privileges, and/or termination of this Agreement when in the University's judgment there is a reasonable basis to believe such action is reasonably necessary to protect the safety, health, property and/or well-being of the University community and/or the resident. Such action typically will result from a decision under University policy or procedures.
14. Reserves the right, when individual responsibility cannot be determined, to hold residents collectively responsible for damage, theft, loss, or special service to University property, including common areas.
15. Will offer renewal of this Agreement on a space-available basis for the next academic year if the resident has proper standing, can be offered participation in Room Selection according to published priorities for allocating residence hall space, and agrees to all terms and conditions of the Agreement. If it denies or rescinds a renewal offer, the

Department will provide the resident with notice and an opportunity to review the decision with a staff member.

## SMS Texting

The Department of Resident Life uses SMS to send text messages about various university programs. Please review our SMS Texting Terms and Conditions to learn more about SMS text messaging. The Department of Resident Life reserves the right to modify these Terms and Conditions at any time. Your continued use of this text messaging communication will constitute your acceptance of the new terms.

## Opt In

You may opt into text messages on <https://starrez.umd.edu> which will include a one-time text message as well as two-way texting or chatting. After you opt in on the website, you will have an opportunity to decline your participation in the Program by visiting <https://starrez.umd.edu>.

## Emergency Text Messages

The university sends you emergency text messages when you need to take immediate action to stay safe. These are called UMD Alerts. Reply stop to opt out of these messages or visit <https://alert.umd.edu/>

## Messaging Costs

The Department of Resident Life does not charge for this Program, however, message and data rates may apply from your mobile carrier. When you opt in to receive text messages, you are responsible for any carrier fees such as data plan charges, text messaging charges, tolls, out-of-area roaming, and other charges. Messaging frequency will vary.

## Carriers

Note that SMS communications from The Department of Resident Life may not be available through all mobile carriers.

## Opt Out

You may opt out of receiving text messages from the Department of Resident Life by visiting <https://starrez.umd.edu>, scroll to the bottom of the page and click on SMS Opt-In/Out. Or send email to [reslife@umd.edu](mailto:reslife@umd.edu) to opt out.

## Privacy Statement

The Department of Resident Life values the privacy of everyone who visits, works, supports, and learns at the University of Maryland. Our Privacy Statement and Principles, available at <https://umd.edu/privacy-notice>, explains how we collect, use, and share your personal information. The Department of Resident Life will not ask you for, nor should you provide, personal information, passwords, or any other confidential or sensitive information in text messages.

## Help

Email [reslife@umd.edu](mailto:reslife@umd.edu) for more information.

## Automatic Telephone Dialing Systems

The Department of Resident Life may use an automatic dialing system to deliver text messages to you. The Federal Communications Commission generally defines an “automatic telephone dialing system” or autodialer as equipment that has the capacity to store or produce telephone numbers to be called and to call such numbers. By your subscription to the Program, you give your consent to The Department of Resident Life to use an automatic dialing system to deliver text messages to the telephone or cell phone number to which you have directed The Department of Resident Life to auto transmit text messages.

Please note that text messages may be delayed. The Department of Resident Life may terminate this program at any time without notice.

## Termination of Agreement by University

The University may unilaterally terminate this Agreement in its sole discretion at any time and require the resident to immediately forfeit the assigned space and/or dining plan privileges when:

- a. University residence and dining facilities are inadequate in number or physical condition or based on circumstances that render residence or dining facilities to limited occupancy or temporary or permanent closure;
- b. Information furnished by or for the resident is incomplete, misleading, or false, in whole or part;
- c. 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 resident may be required to vacate the assigned room and accept termination of the dining plan upon separation from the University;
- d. The University determines that the resident has violated a University rule, regulation, policy, procedure, in which case the resident also may be denied continued access to any University residence or dining facility; and/or
- e. The resident is suspended or expelled from the University.

When this Agreement is terminated because of the resident's violation of a University rule, regulation, policy, or procedure and the resident is not suspended or expelled from the University, the resident's responsibility for housing and dining charges will be:

- a. For violations occurring before November 1, 2022: Pay all Fall semester fees; Spring semester fees may be waived or prorated based on the official check-out date.
- b. For violations occurring between November 1, 2022 and the last day of Fall 2022 semester exams: Pay all Fall semester fees; and pay appropriate Spring semester cancellation fees, when vacating before the end of the Fall semester. Residents who vacate after the end of Fall semester also may be assessed release fees and prorated charges through the official checkout date.
- c. For violations occurring after the last day of Fall semester exams or at any time during the Spring semester 2023: Pay all Spring semester fees; no credits or refunds will be given.

Where this Agreement is terminated because the resident is suspended or expelled from the University (not including academic dismissal), the resident is responsible for all fees due hereunder and forfeits all rights to any credits or refunds for housing and dining and/or charges.