



DIVISION OF  
**STUDENT AFFAIRS**  
DEPARTMENT OF RESIDENT LIFE

## **Terms & Conditions**

### **2024-2025 Residence Hall Housing and Dining Agreement**

The Residence Hall Housing and Dining Agreement (also referred to as the “Agreement”) is a legally binding agreement between you (also referred to as the “student” or the “resident”) and the University of Maryland (“the University”). In signing, you are committing and agreeing to pay for services in one of the residence halls owned by the University and to be bound by the terms of this Agreement.

The University’s acceptance and confirmation of this Agreement guarantees you a space in a residence hall (subject to the terms of this Agreement, including any cancellation rights retained by the University as set forth herein), not a specific building, room, or Living-Learning Program.

Your electronic signature indicates your agreement to the terms and conditions of the Agreement. This Agreement becomes binding for Returning residents effective April 1, 2024, and for new residents July 1, 2024, or immediately upon the student taking possession of the room, whichever comes first. This Agreement expires on the last date of regular occupancy in May of the Spring semester. In limited circumstances, with the permission of the Department of Resident Life, this Agreement shall only be effective for a single semester, and the move-in and expiration date shall be for the applicable Fall and Spring semester periods. In such situations, the student's financial obligation and right to reside in University residences shall only be for that semester period. This Agreement may be terminated earlier only as provided herein.

No verbal statement by any party is considered an agreement or waiver of any term or condition of this Agreement, whether expressed or implied. This Agreement constitutes the entire agreement of the parties.

Resident Life will initially communicate with you (the student) using the electronic (email) address you provided as part of your admissions process to the University. Most department emails will include the department logo, and all emails will come from an email address containing umd.edu

in the domain. To ensure receipt of emails from the Department, add [reslife@umd.edu](mailto:reslife@umd.edu) to your personal email address book. Resident Life is not responsible for email communication sorted to a spam folder or blocked by your email provider. Resident Life will designate and use your @umd.edu address as the preferred email account and use it for all official communication once you are confirmed for residence hall housing. You are responsible for checking the @umd.edu email account and should use the @umd.edu account for conducting all University-related business.

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 the terms and conditions of this Agreement 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.

The University will furnish a space in the residence halls and grant the resident use of the facilities of the hall in accordance with the terms and conditions of this Agreement for the 2024-2025 academic year from the approved check-in day through the last day of the spring final exam period, except during Thanksgiving break, Winter Break, and Spring Break. Break housing may be available in limited locations during these periods for students who apply and receive approval to remain in the residence halls. Break housing will be subject to an additional fee for students who are approved to remain. Depending on a student's specific assignment, the student may be required to relocate for the duration of the break period. Specific accommodations will vary based on a student's housing assignment. Students will be provided information regarding the application process, fees, and further instructions before each break period. During break closings, dining facilities are closed, dining plans are not available, and services are limited.

## **ELIGIBILITY**

Housing in the residence halls is available to admitted students who are at least 16 years of age on or before August 1, 2024 (for Fall occupancy) or December 1, 2024 (for Spring occupancy).

Students who are enrolled full-time (at least 12 credit hours per semester) will have first priority for residence hall housing. Students who fall below full-time status will be housed if space is available after all full-time students have been assigned. No student may live in the residence halls without being enrolled in at least one credit hour at any time.

Pursuant to Maryland law, the University may make inquiries into and consider information about a student's criminal history for certain purposes, including making decisions regarding access to campus residency. Students must provide details of a criminal conviction or plea of guilty or nolo contendere as part of the housing application process. An affirmative response to this question does not necessarily preclude a student from living in the residence halls.

Registered sex offenders are not eligible to live in the residence halls.

## **AGREEMENT TERM**

The term of this Agreement is for the full Fall 2024-Spring 2025 academic year, exclusive of breaks. Students will be assigned a specific arrival day to receive keys and move into their assigned residence hall room location. Scheduled move-in and Dining plan start dates for Fall 2024 will be released in late spring.

Students are expected to arrive on their assigned fall arrival date. Requests for early arrivals are managed and reviewed on a case-by-case basis. A per-day fee is assessed for any student who is approved to arrive to their residence hall assignment in advance of official residence hall move-in days. Students should expect reduced services during the early arrival period. The early arrival fee for Fall 2024 will be \$40 per day.

Fall 2024 residence hall move-in dates are Thursday, August 22 - Sunday, August 25. Each student will receive an assigned move-in date and time upon new student assignments release (mid-July).

Dining plans will be available to new first-year students beginning on Thursday, August 22, and returning residents beginning on Saturday, August 24.

Students whose agreement is confirmed after August 22, 2024, will see housing charges adjusted on a prorated basis for the Fall semester.

Specific information regarding residence hall arrivals, departures, closings, and break housing options, including deadlines and fees, will be provided to students in a timely manner.

## **ASSIGNMENTS POLICY**

Resident Life is committed to providing all students with an equitable and inclusive process and environment. Eligible returning students will generally have the opportunity to choose their room assignment for the following year through an online Room Selection process held each spring. Incoming student room assignments are processed and determined based on the date the Housing and Dining Agreement was completed and submitted, as well as additional criteria including but not limited to special program participation, gender, and roommate requests.

Resident Life 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.

Resident Life is committed to providing access to housing to undergraduate students regardless of disability status. Students requesting housing accommodations to meet a documented disability may apply for accommodations through the University's Accessibility & Disability Service (ADS). Information regarding the application and interactive process can be found on the [ADS website](#). To be considered for a housing assignment, all students requesting accommodations must be eligible for residence hall housing, meet all published deadlines, and be approved for housing for the specified term.

Resident Life reserves the right to move residents from one room assignment 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, including after the completion of the online Room Selection process and/or the signing of the 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 a room's gender designation; 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 may, at the University's sole discretion, be presented with various options, including but not limited to reassignment to another location, if available, or cancellation of the Residence Hall Housing and Dining Agreement without financial penalty.

Room changes are not allowed during the first two weeks or after week eight of either semester. Room changes are only allowed with the express permission of the Resident Life Assignments office or other designated Department of Resident Life supervisory personnel. Students who change rooms without authorization may be subject to a conduct referral under residence hall policies as enumerated in the Community Living Handbook and may be subject to fines or additional room charges. Resident Life will notify students with specific dates, instructions, and procedures for each room change cycle.

If a vacancy occurs within a unit, the remaining student(s) are expected to remain prepared for a new resident to fill the vacancy at any time. Notice of a new assignment will be attempted within 24 hours when possible but is not guaranteed. One half of the room and one set of each piece of furniture must be available for a new resident's use upon assignment to the space.

Resident Life will make every effort to honor mutual roommate requests; however, these requests are not guaranteed. Students requesting a specific roommate must follow the specified procedures and deadlines to submit their request. There is no guarantee of an assignment with a specific individual. Failure to honor your roommate preferences will not void your Housing Agreement. Assignment changes or agreement decisions are made on an individual basis and are not influenced by actual or preferred roommate pairings. Decisions made regarding your agreement or assignment will not alter the status of your roommate's agreement or assignment.

## **HOUSING COSTS**

The student agrees to pay the full academic year of residence hall housing and all associated fees for the said period, as found on the [Department of Resident Life website](#). Students whose Housing Agreement is accepted after the first day of the Agreement term will begin to incur prorated semester fees on the date of the acceptance of the Agreement. Students who are released from the Agreement will be billed prorated occupancy fees until the date they remove their items from the assigned room and return all assigned keys. Students who change rooms during the semester to a room with a different room fee rate will pay prorated fees for the period in which they live in each assigned space.

Housing and Dining plan charges will be sent to the student's university account approximately one month before the beginning of each semester. A student who is provided a room assignment after initial housing and dining charges have been sent to accounts will be charged during the next billing cycle. Students are responsible for their housing and dining plan charges as billed unless a credit or release is offered by the University. In these cases, appropriate prorated charges will be reapplied to the student's account. Students who want to appeal the accuracy of the housing charges on their student account must contact Resident Life within 30 days of checking out of the residence halls or at the end of the Agreement term, whichever comes first. Questions regarding dining plan charges must be directed to the Department of Dining Services. All appeals and questions must be submitted in writing to the departments of Resident Life or Dining Services, as appropriate.

## **CANCELLATION OF THE AGREEMENT AND LATE FEES**

The term of this Agreement is for the full Fall 2024-Spring 2025 academic year, exclusive of breaks. The University retains the right and discretion to cancel the Agreement when it is in the University's sole discretion, 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 and subject to the payment of a Late Cancellation Fee as set forth herein. A student who wants to request cancellation of the Housing Agreement must submit their request and supporting documentation to the Department of Resident Life, regardless of their University status. Valid grounds for an approved cancellation of the Housing Agreement include:

- withdrawal from all classes;
- graduation;
- transfer to another institution or other disenrollment;
- residence in a University-owned fraternity or sorority chapter house (request must be submitted by April 1 for upcoming fall semester or December 1 for upcoming spring semester);
- student teaching placement or co-op work in conjunction with a University-sponsored accredited program outside of a 20-mile radius of the College Park campus; or
- participation in the Study Abroad program.

The housing cancellation request, if approved, will cancel the student’s Housing and Dining obligations effective the date the student checks out of the residence hall and returns all assigned keys or prior to move in. Following the student’s completion of their residence hall obligations, a prorated portion of the semester fee for the remaining days left in the semester will be calculated and credited to the student’s university account. The student will remain responsible for the prorated portion of the semester fee for the period from move-in to the effective date of the cancellation of the Housing and Dining Obligations. In the event that the student cancels the Agreement prior to move in, then the student is subject to the Late Cancellation Fee pursuant to the schedule below.

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 conduct referral for possible University administrative and disciplinary action under the residence hall rules and/or Code of Student Conduct.

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. Housing cancellation requests received after July 1 (April 1 for returning students) for Fall semester and/or December 1 for Spring semester will be charged a Late Cancellation Fee, if approved, according to the following schedule:

Cancellation Fee Notice for Fall 2024	If Canceled, Late Cancellation Fee Assessed <b>(New, incoming residents)</b>	If Canceled, Late Cancellation Fee Assessed <b>(Returning residents who participated in Room Selection or were assigned by Resident Life)</b>
By April 1		No Late Cancellation Fee
April 2 - July 1, 2024	No Late Cancellation Fee	\$180.00
July 2-15, 2024	\$180.00	\$360.00
July 16-29, 2024	\$360.00	\$540.00

July 30-August 12, 2024	\$540.00	\$720.00
After August 12, 2024, and prior to check-in	\$720.00	\$900.00

Cancellation Fee Notice for Spring 2025	If Canceled, Late Cancellation Fee Assessed (new incoming spring semester residents)	If Canceled, Late Cancellation Fee Assessed (returning residents-fall to spring semester)
By December 1, 2024	No Late Cancellation Fee	\$180.00
December 2-15, 2024	\$180.00	\$360.00
December 16-29, 2024	\$360.00	\$540.00
December 30-January 12, 2025	\$540.00	\$720.00
After January 12, 2025, and prior to check-in	\$720.00	\$900.00

## CANCELLATION OF THE AGREEMENT - BUYOUT OPTION

A student who wishes to request cancellation of their Agreement before the Agreement's end date for reasons other than the approved grounds for cancellation listed above may make a written request for early cancellation through the Agreement Buyout Option. Agreement Buyouts are subject to a Buyout Fee pursuant to the schedule below and are based on the date the request is received. Agreement Buyout requests will be reviewed and must be approved by Resident Life staff. Upon approval, the student will be responsible for the Buyout Fee plus, in the event the student had moved into a room, an occupancy fee at a rate of \$40 per night for the period from the move-in to the room through the date of their check-out of the residence halls.

The following Agreement Buyout fees will be applied to a student's account for any early Agreement cancellations approved under the Agreement Buyout option according to the following schedule:



### Fall Semester Agreement Buyout Fee Schedule

Housing Agreement Buyout Schedule	Buyout Charge
By August 1	\$1,000
August 2 until Fall Move-in, 2024	\$2,000
No Fall Buyout Option After Check-In	

### Spring Semester Agreement Buyout Fee Schedule

Housing Agreement Buyout Schedule	Buyout Charge
November 1 through December 1, 2024	\$1,000
December 2 until Spring Move-in	\$2,000
No Spring Buyout Option After Check-In	

If approved, the early cancellation Agreement Buyout option will cancel the student’s housing obligations for the remainder of the Agreement term, effective the date of approval by the University or (if the student had moved into a room), the date the student checks out of the residence hall and returns all assigned keys, whichever is later. The Late Cancellation Fee described in the “Cancellation of the Agreement and Late Fee” section above does not apply to students who are approved for a buyout. Any refunds pending on the student’s account must be requested in writing from the University’s Office of Student Financial Services and Cashiering.

### DINING PLAN

All students living in the residence halls are required to maintain a resident dining plan offered by the Department of Dining Services or a full Hillel kosher dining plan unless assigned to a kitchen-equipped apartment. The resident will be assigned the Base Dining Plan if no dining plan is selected on the Housing and Dining Agreement form. Charges for fall semester dining plans

include additional service provided during the move-in period before standard dining plan options commence.

There is no refund or carryover of any dining plan account balance at the end of each semester. Residents may switch to a lower resident dining plan through the third week of classes.

Students may not 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.

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. The option to seek release expires fourteen (14) days after moving into an on-campus apartment.

If moving out of a kitchen-equipped apartment into a traditional hall, semi-suite, or suite space, the resident is required to obtain a resident dining plan.

Establishing a Terrapin Express account or any other optional dining plan does not fulfill a resident's obligation to participate in a Dining Services-approved resident dining plan.

## **STUDENT'S OBLIGATIONS**

The student agrees:

1. To pay a non-refundable \$50 housing application fee via the Housing Portal in order to submit a complete application. Students who receive an admissions application fee waiver from the Office of Undergraduate Admissions will have their housing application fee waived. Housing confirmations and/or room assignments will not be extended until the student's application fee requirements are met, and a complete Housing Agreement has been submitted.
2. To pay established housing and dining fees, as established by the Board of Regents and in accordance with University payment procedures and deadlines.
3. That 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 2024-2025 Residence Hall Housing and Dining Agreement at check-in.

4. That the student'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 and other designated University staff members in performance of their official job responsibilities.
5. That the resident may register contact information for an individual who should be informed in the event the resident is determined to be missing. The University will notify parents or guardians of a resident under the age of 18 within 24 hours after such resident is determined to be missing.
6. To promptly and regularly review their email for communications from Resident Life. Official email notifications from Resident Life will be directed to the official @umd.edu address provided by the University.
7. 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.
8. That not all residence halls include air conditioning. In facilities where air conditioning is provided, many of the air conditioning systems operate seasonally, in accordance with long-range weather forecasts, as determined by the University in its sole discretion.
9. That all furniture, appliances, and window treatments are also included in the residence hall/apartment rate and must remain in the room/apartment. Storage is not available.
10. To comply with the University's immunization requirements.
11. That acceptance of room keys constitutes official check-in.
12. To ensure that roommates, if any, have access to and equitable use of the assigned space.
13. To complete published check-out procedures when vacating an assigned space, returning keys to the appropriate location, and leaving the space and its furnishings in the same condition as when initially received, excepting reasonable wear and tear.
14. That maintenance needs, problems, or questions regarding a student's room or residence hall should be submitted to the 24-hour Residential Facilities Service Center by calling (301) 314-9675. If the need is determined to be an emergency, staff may respond immediately to investigate. A request for a routing repair to an item in their room will be completed during regular business hours. For the safety and security of residents, it may be necessary to reassign the occupants to a different room to perform certain types of maintenance. The student also acknowledges and agrees that facilities and maintenance

personnel may enter the student's room and other locations inside residence halls to perform preventative maintenance, needed repairs identified during a room inspection, or an emergency repair.

15. That 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. **The student hereby releases the University, its officers, agents, and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss incurred by the student, including but not limited to any such liability due in whole or part by any negligence on the part of the University or its officers, employees or agents.** The student also agrees and acknowledges that the University will not reimburse the student for any theft or loss, or damage to the student's property because of fire, flood, water leak, atmospheric condition, condition of the residence hall or assigned room, etc. We encourage you to check your homeowner's or apartment dweller's insurance policy or consider purchasing renter's insurance to cover any damages or losses to your property.
16. To immediately report the loss of and secure the replacement of resident's student ID card.
17. To accept responsibility for and be accountable for the resident's actions and the actions of the resident's guests and for proper use and care of the residence, dining facilities, assigned spaces, common areas, and other University property.
18. 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.
19. 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.
20. 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.
21. To familiarize themselves with and abide by the rules and regulations published in the Community Living Handbook, Services Guide, Code of Student Conduct, and other University publications, as amended from time to time, all of which are incorporated by reference into this Agreement.

22. To abide by rules and regulations established by the University, 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. The student acknowledges and agrees that violation of rules and regulations can be grounds for termination of this Agreement and for referral for proceedings under the Residence Hall Rules and/or Code of Student Conduct.
23. That 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.
24. That administrative action by the University may range from a verbal or written warning to termination of housing and/or dining services and that the University may terminate residence hall services for a resident whose dining plan is terminated.
25. 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. The student also agrees that, when the assigned space is shared with a roommate(s) and the responsible student fails to assume responsibility, the student pays an equally divided portion of the total charges.
26. That 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.
27. That 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 and media for the purposes 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.

28. That notwithstanding any other part of this Agreement, the University 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.
29. That the University has the right to enter rooms: to conduct maintenance and sanitation inspections; to make routine or emergency repairs; to identify and correct safety, security and/or sanitation deficiencies and problems; to 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.
30. That the University has 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.
31. That the University has 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 sole 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.
32. That the University has 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.
33. To be responsible for their own personal health and to abide by all public health guidance put forth by the University and by local, state, and federal public health authorities and acknowledges that there are inherent health risks associated with communal living. In particular, the student acknowledges that there is a risk of contracting, and transmission of, communicable/infectious diseases associated with

communal living, including but not limited to COVID-19, influenza, adenovirus, and meningitis. There are also potential health risks associated with environmental conditions. The student acknowledges that these health risks are outside of the University's control and that the University is not responsible or liable for any illness or injury suffered by the student, or any costs or expenses associated therewith. The student further acknowledges that the University may, from time to time and in particular in times of public health emergencies or upon infectious disease outbreaks, in consultation with public health authorities as necessary, adopt health and safety measures, which may include, without limitation, limiting occupancy in residence halls, relocating students, and/or temporarily closing University housing, and the student agrees to abide by all such measures adopted by the University. As a condition of being offered the opportunity to reside in the residence halls pursuant to this Agreement, the student accepts all of the foregoing risks and other conditions. Student health resources can be found at the [University Health Center](#) and the [Counseling Center](#).

## **THE UNIVERSITY'S OBLIGATIONS**

The University agrees:

1. That it will provide services described in this Agreement on a continual basis, although interruptions may occur by an act of God, the lack of availability of resources as determined by the University, maintenance activities, or other conditions that are beyond the reasonable control of the University. Standards and levels of services are determined by the University in its sole discretion. The University expects that any disruption of services vital to the health and safety of residents will be restored within a reasonable amount of time.
2. That it will provide each resident with a bed, mattress, dresser, desk and chair set, and data line. Each bedroom will have window blinds, a smoke alarm, and a sprinkler (fire suppressant).
3. That it 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 bedrooms, apartments, or suites, or semi-suites) on a scheduled basis.
4. That it 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.

5. That while pets are prohibited in the residence halls, with the exception of fish aquariums no larger than 10 gallons, 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 pursuant to University policies.
6. That it 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.
7. To respect 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.
8. That it will provide the resident notice of any charged violations 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.
9. That it may 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 resident 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.

## **TERMINATION OF AGREEMENT BY THE 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:

1. University residence and dining facilities are inadequate in number or physical condition or based on circumstances that require limited occupancy of the residence halls or



dining facilities or the temporary or permanent closure of residence halls and/or dining facilities;

2. Information furnished by or for the resident is incomplete, misleading, or false, in whole or part;
3. 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 the University of Maryland, 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;
4. The University determines that the resident has violated a University rule, regulation, policy, or procedure, in which case the resident also may be denied continued access to any University residence or dining facility; and/or
5. The resident is suspended or expelled from the University.

When this Agreement is terminated because the resident provided incomplete, false or misleading information, as set forth in paragraph 2 above, or 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, 2024: 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, 2024, and December 17, 2024: 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 December 17, 2024, through the end of the Agreement: 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, 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.

## **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**

The student 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 opting in on the website, the student will have an opportunity to decline your participation by visiting <https://starrez.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**

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

## **Emergency Text Messages**

The University of Maryland Police send emergency text messages when there is a need to take immediate action to stay safe. These are called UMD Alerts. Visit <https://alert.umd.edu/> for additional 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.

## **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.

## **CONTACT INFORMATION**

The Department of Resident Life is located at 1102 Annapolis Hall. Email communication may be sent to [reslife@umd.edu](mailto:reslife@umd.edu). The office phone number is (301) 314-2100. Staff are available from Monday through Friday, 8:30 AM-4:30 PM, except holidays, University closures, or other special events.