

# Washington University 2025-2026 Housing and Dining Contract

**THIS IS A LEGALLY BINDING DOCUMENT THAT DESCRIBES THE TERMS UNDER WHICH STUDENTS MAY RESIDE IN RESIDENTIAL LIFE MANAGED HOUSING AND SETS FORTH CERTAIN FINANCIAL TERMS AND PENALTIES. PLEASE READ IT CAREFULLY.**

## I. HOUSING LICENSE

**A. License.** Student acknowledges and agrees that this 2025-2026 Housing and Dining Contract (the “Contract”) confers a revocable housing license. This Contract grants a housing license only and shall not be deemed to constitute a lease or create or transfer any interest in or lien on real estate. Accordingly, (i) the University is a licensor and not a landlord, (ii) the student is a licensee and not a tenant, (iii) no possessory leasehold interest is created by this Contract, and (iv) landlord-tenant law does not apply, including, without limitation, any laws or regulations obligating the Washington University (the “University”) to initiate legal proceedings for the removal of a student or a student’s belongings from the licensed housing. The University reserves the right to revoke student’s housing license and terminate this Contract at its discretion.

**B. Occupancy Period.** For the 2025-2026 academic year, the fall semester commences August 22, 2025, and ends December 18, 2025 (the “Fall Semester”). The spring semester commences January 9, 2026, and ends May 7, 2026 (the “Spring Semester”). The “Occupancy Period” is the period of time during the term of this Contract when students are permitted to occupy their assigned housing. The Occupancy Period under this Contract shall be as follows:

1. Full Year Residents: The Occupancy Period begins on the student’s assigned move-in date and ends no later than 24 hours after the student’s last regularly scheduled final exam; provided, in the event student is a graduating senior, the Occupancy Period shall be extended to no later than 5:00 p.m. on the day of the University’s spring commencement ceremony. The Occupancy Period for full year students includes Thanksgiving, fall, winter and spring breaks, but does not include the summer term. Full year students who cancel their Spring Semester housing are considered Fall Semester-only residents and are not permitted to stay during the winter break period and must vacate their housing as set forth in subsection 2 below.
2. Fall Semester-Only Residents: The Occupancy Period begins on the student’s assigned move-in date and ends no later than 24 hours after the student’s last regularly scheduled final exam; provided, in the event student is a graduating senior, the Occupancy Period shall be extended to no later than 5:00 p.m. on the day of the University’s fall commencement ceremony. The Occupancy Period for Fall Semester-only students includes Thanksgiving break but does not include the winter break period between the Fall and Spring Semesters, nor does it include the summer term.
3. Spring Semester-Only Residents: The Occupancy Period begins on the student’s assigned move-in date and ends no later than 24 hours after the student’s last regularly scheduled final exam; provided, in the event student is a graduating senior, the Occupancy Period shall be extended to no later than 5:00 p.m. on the day of the University’s spring commencement ceremony. The Occupancy Period for Spring Semester-only students includes spring break but does not include the winter break period between the Fall and Spring Semesters, nor does it include the summer term.

Move-in dates for the 2025-2026 academic year are as follows:

- a) Domestic First-Year Move-In Dates: August 15 & 16, 2025
- b) International First-Year Move-In Date: August 13, 2025
- c) Exchange and Transfer Move-In Date: August 20, 2025

- d) Returning Students Move-In Dates: August 22 & 23, 2025
- e) Spring-Semester-Only Student Move-In Date: January 11, 2026

**C. Early Arrival and Late Departure Requests.** Students requiring housing accommodations before or after their assigned move-in date or move-out date must request approval from the Office of Residential Life ("Residential Life"). Submitting a request form does not ensure that your request will be approved or that a student will be allowed to stay in their current room.

1. Early Arrival Stays must be requested between **June 1 – 30, 2025**.
2. Late Departure Stays must be requested between **April 1-30, 2025**.
3. If submitted by the above deadlines and approved by Residential Life, a fee of \$60.00 per day will be charged to the student's account for each additional day of occupancy.

**D. Residence Hall Break Policy.** Students may occupy their assigned rooms during Thanksgiving, fall, winter, and spring breaks to the extent permitted pursuant to Section B above. Dining Services locations will operate with reduced menus and reduced hours during break periods, and, during some periods, meal plans may be inactive.

**E. Move-Out and Personal Belongings.** Students must remove all belongings from their rooms on or before the move-out date set forth in Section B above or upon cancellation of the Contract. Failure to remove one's belongings from a room at the end of the term of occupancy shall constitute an abandonment of that property. Residential Life may then dispose of the property as it sees fit and the student who left the property shall be responsible for the cost of removing it and the related maintenance.

## II. ELIGIBILITY FOR RESIDENTIAL LIFE MANAGED HOUSING

**A. Residency Requirement.** All full-time students are required by Washington University to live in Residential Life managed housing for their first four (4) semesters (not including summer and winter sessions). The residency requirement also applies to readmitted or reinstated students and transfer students who have not completed four (4) semesters (not including summer and winter sessions) of on-campus residency at another university. Regarding this policy, second-year status is defined according to completed semesters rather than credit-hour status. This means that students who have completed two semesters of study (not including summer and winter sessions) will be considered "second-year" students regardless of whether their actual, completed credit hours qualifies them for second-year status.

**B. Full-Time Undergraduates.** Only undergraduate students enrolled full-time in the day division program in the Schools of Arts & Sciences, Engineering & Applied Sciences, Business, Art or Architecture are permitted to reside in Residential Life managed housing. Full-time is considered a minimum of 12 credit hours per semester. Students who drop below full-time status during the semester must be approved to remain in their housing assignment by the Executive Director for Residential Life or designee.

**C. Full-Time Graduate Students.** Housing for graduate students will be offered at the discretion of Residential Life after the undergraduate students have been assigned. Any Residential Life managed housing offered for graduate students will be for only an individual graduate student. Residential Life managed housing is not available to spouses, partners, or dependents.

**D. Proof of Enrollment.** Any student who enters a housing contract must be able to provide proof of enrollment to Residential Life within seven (7) days after classes begin. Students who are unable to provide proof of enrollment are no longer considered eligible for housing and will be required to depart from campus housing in accordance with a timeline established by Residential Life.

**E. Withdrawals and Leaves of Absence.** Students who withdraw or take a leave of absence during the semester must vacate their current room within three (3) days of the approval of that leave. Exceptions are

granted only at the approval of the Executive Director for Residential Life or designee. Students will be responsible for the cost of their room and board through the date that their room has been vacated. All other conditions of the Cancellation under Section X apply. Students who take an approved leave of absence for part or all of the academic year will not have their original room assignment held for their return, and Residential Life makes no guarantee that they will be able to honor the original room assignment upon the student's return.

**F. Minors Applying for Residential Life Housing.** Students applying for housing with Residential Life who are under the age of 18 at the time of signing this Contract are required to have the signature of a Parent or Guardian at the time of contract signing before their application will be considered valid. Students who would be under the age of 17 at the time of moving into Residential Life managed housing will only be considered eligible at the approval of the Executive Director for Residential Life or designee.

**G. Non-Traditional Age Residency.** Residential Life prioritizes housing for traditional-age university students (ages 17–23). The University reserves the right to deny Residential Life housing and recommend alternative options for students over the traditional age. Undergraduate students who would be over the age of 23 at the time of moving into Residential Life managed housing will only be considered eligible at the approval of the Executive Director for Residential Life or designee. Decisions will be made on a case-by-case basis.

### III. APPLICATION AND HOUSING ASSIGNMENTS

**A. Assignments.** Building and room assignments will be made at the sole discretion of Residential Life. By submitting the Application for Residential Life managed housing, you are agreeing to accept an assignment in any Residential Life managed housing facility.

**B. Room Changes and Modifications to Assignments.** The University reserves the right to modify or adjust housing assignments after the assignments have been made for any reasons the University deems appropriate. These reasons could include, but are not limited to:

- the use of temporary housing accommodations, (i.e. overflow rooms, apartments or hotel rooms) when permanent space is not available;
- construction, renovation, building destruction and/or maintenance activities;
- roommate conflicts;
- health, safety, and/or security concerns;
- pending disciplinary action;
- noncompliance with University or Residential Life policies or regulations;
- efficiency in operation or maintenance of University housing;
- consolidation of student residents;
- pursuant to COVID-19 or other University public health policies.

1. Consolidation may occur when a room or apartment is not being used to its maximum capacity. Residential Life reserves the right to move the remaining resident(s) to a similar room or apartment, preferably within the same building, to ensure maximum occupancy and efficiency of all living spaces. When consolidation is necessary, students will be notified. Consolidation may occur at any time throughout the year, however, with the number of students who graduate or go abroad at semester, the largest consolidation process will take place between the Fall and Spring Semesters.

2. The University reserves the right to assign or schedule any unoccupied or unassigned rooms for other uses in its sole discretion, including but not limited to conference use or use by University visitors or current students throughout the year.
3. Room changes requested by a student must be authorized by an Assistant Director for Residential Life or their designee and are not guaranteed to be approved.
4. No room change requests are allowed within the first two (2) weeks or the last four (4) weeks of the semester, except in emergency cases and as specifically authorized by the Associate Director of Residential Education.
5. Only one student-initiated room change may be made each semester.
6. In case of administrative reassignment, the student's account will be adjusted in accordance with the rate of the new room.
7. Failure to occupy an assigned room on or before the first day of classes or failure to give advance notice of late arrival may result in the student's room being assigned to another student.

**C. Room or Theme Learning Community Preferences.** Preferences for room or Theme Learning Community assignments are not guaranteed. If the student's desired preferences are not available, the student will be assigned to the next available space. The Contract will not be terminated if student's desired space or Theme Learning Community is not available.

#### **IV. ROOM AND BOARD CHARGES**

**A. Payments.** Room and board charges may be paid in full for the year or on a semester basis with payment due on the same date as tuition.

**B. Late Move-In and Early Move-Out.** Students who move in late or move out early will be billed for the entirety of the semester/year and will not be issued refunds, except as otherwise specifically permitted in this Contract.

#### **V. GUESTS AND VISITATION**

**A. Guest and Visitation Policy.** Guests, visitors, and their host must abide by the terms of the Guests and Visitation policy.

**B. Guest Approval.** A student who wishes to house a guest in their room may do so for a period of no more than three consecutive (3) nights with the consent of their roommates/apartment mates. No guest may be housed in a lounge or any other public area in University housing.

**C. Host Responsibility.** Guests and visitors are subject to the same rules and regulations as all residents. The host student is responsible for all the actions of their guest.

**D. Suspension of Guest Policy.** Residential Life reserves the right to restrict visitors and/or suspend the guest policy in its sole discretion. No guests are permitted during University reading and exam periods.

**E. Definition of Guest.** For the purposes of the terms of this Contract, a guest is defined as any person staying in the Residential Life-assigned dwelling of a student for a period that involves an overnight stay, regardless of whether or not that person is affiliated with the University or assigned to another Residential Life room. Any persons not described under the definition of a guest is considered a "visitor" and must abide by all the same rules established in this Contract except for the requirements under Section B. Guest Approval.

**F. Animals in Residential Life Managed Housing.** Animals are not permitted in Residential Life managed housing except in accordance with the University's Service and Assistance Animals Policy. Assistance Animals approved by the Office of Disability Resources must be registered with Residential Life

prior to the animal residing in Residential Life managed housing. Registration will involve the following information being collected from the animal's owner:

1. Name of the animal;
2. Current photo of the animal;
3. Contact information for a secondary caregiver, should the owner be unable to care for the animal due to unforeseen circumstances; and
4. Proof of animal vaccination, such as veterinary records.

## VI. SERVICES AND FURNISHINGS

**A. Utilities.** Residential Life shall provide each building with basic utilities consisting of heat, hot and cold water, and electricity. Temporary interruption of such services shall not constitute grounds for cancellation of the Contract nor a partial refund of the room charges. For students assigned to the residence halls, any disputes as to whether adequate services are being provided will be addressed by the Residential College Director.

**B. General Upkeep.** The general upkeep of the private living areas in each building is the responsibility of each student. The general upkeep of the public areas is the responsibility of the Office of Residential Life. However, the residents occupying a unit are required to maintain any shared living room, hall, restroom, and kitchen within the suite/apartment in a reasonable manner.

**C. Return of Keys/Key Cards.** On or before the move-out date, each student must return all keys/key cards/fobs issued to the student by the University. If a student loses a key/key card/fob or otherwise fails to return such items on the move-out date, the student will be charged for the cost of a new lock(s) and the replacement of issued key/key card/fob(s). Students are not permitted to duplicate keys, key cards, or fobs. Failure to abide by this rule will result in a fine and a charge for a replacement lock.

## VII. UNIVERSITY ACCESS TO AND INSPECTION OF ROOMS

**A. Maintenance and Emergency Repairs.** Authorized University personnel may enter any space at any time for emergency repairs or other emergency conditions. After 24 hours advance notification, authorized University personnel may enter any space at any time for the purpose of scheduled inspection or maintenance.

**B. Facility Requests by Student.** When a request is submitted for repair, maintenance, or housekeeping, this request is considered authorization for University personnel to enter the space to complete the requested work within a reasonable amount of time.

**C. Entry Without Notice.** Notice is not required to enter and search any room where:

1. verbal consent is given by an occupant of the room;
2. a valid search warrant has been issued; or
3. the University deems it necessary to regulate and enforce suspected violations of University policies, address health or safety concerns, inspect the condition of University property, and/or for other institutional purposes.

## VIII. POLICIES, RULES AND REGULATIONS

**A. Required Student Compliance.** During the entire time that a student occupies Residential Life managed housing, the student must comply with all policies, rules and regulations of the University as well as those policies, rules and regulations established by Residential Life, which may be found at <http://reslife.wustl.edu>. All policies, rules and regulations of the University and Residential Life, including any public health policies that go into effect during the term of the Contract, are incorporated into the Contract by

reference. In addition, the student must comply with all federal, state, and local laws. Failure of the student to comply with such policies shall constitute a breach of this Contract.

## IX. DAMAGE, LOSSES AND COSTS

**A. Student Responsibility for Damages and Loss.** Student agrees to pay for any damages, lost property, or unnecessary service or maintenance costs caused by the student to University and Residential Life managed housing through accident, neglect or intent.

1. When more than one resident occupies the same room/suite or apartment and responsibility for damage or loss in the room/suite or apartment cannot be ascertained by the University or Residential Life, the cost of repair and/or replacement may be assessed equally among the residents.
2. In cases of loss or damage to common areas of the building, defined as being those areas not assigned to an individual or group, the cost of repair and/or replacement may be assessed equally among the residents.
3. Disputes between the University and students will be resolved to the extent possible by Residential Life. In addition, the University and Residential Life reserve the right to charge students for the cost of damages, repairs, replacements, lost property, and unnecessary service and maintenance costs referenced above. Disputes can be submitted per Residential Life's *Housing Charges Appeals* policy outlined on its website and on the housing portal.
4. The University assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of a student, regardless of cause. This includes losses that occur in the student's room, public areas, or other areas of the building. Students are encouraged to carry their own personal property insurance.

## X. REVOCATION OF HOUSING LICENSE AND TERMINATION OF CONTRACT

### A. Cancellation of Contract by Student

1. For students entering into housing contracts for the full academic year, the following cancellation deadlines and fees shall apply:

- |   |                           |
|---|---------------------------|
| i. Cancellation on or before April 30, 2025:  | No cancellation fee.      |
| ii. Cancellation between May 1, 2025, and May 31, 2025:   | \$1,000 cancellation fee. |
| iii. Cancellation from and after June 1, 2025, due to a School-approved withdrawal from the University, School-approved leave of absence, or School-approved enrollment deferral (each a " <u>School Approved Leave</u> "): | \$1,000 cancellation fee. |

Notwithstanding the foregoing, (i) students who graduate from the University at the end of the Fall Semester, (ii) international students who are enrolled at the University only for the Fall Semester as part of an international exchange program; and/or (iii) students who are registered to study abroad for the Spring Semester are permitted to cancel the Spring Semester portion of their full academic year housing contract without incurring a cancellation fee provided such cancellation request is received by Residential Life on or before November 15, 2025.

2. For students entering into housing contracts for the Spring Semester only, the following cancellation deadlines and fees shall apply:

- |   |                      |
|---|----------------------|
| i. Cancellation on or before November 30, 2025: | No cancellation fee. |
|---|----------------------|

ii. Cancellation between December 1, 2025, and December 31, 2025: \$1,000 cancellation fee.

iii. Cancellation from and after January 1, 2026, pursuant to a School Approved Leave: \$1,000 cancellation fee.

3. Cancellation requests received after May 31, 2025, for full academic year housing contracts or after November 30, 2025, for Spring Semester only housing contracts will not be permitted except as expressly set forth above. The following reasons are generally not grounds for cancelling the Contract: roommate disputes, dissatisfaction with or location of assigned room, absence of housing assignment, vacancies left by roommates/suitemates, dropping below full or part-time status (unless approved by Residential Life in its sole discretion), or desire to live off-campus (non-Residential Life- managed housing).

4. In the event of (i) an approved cancellation pursuant to a School Approved Leave or (ii) a cancellation otherwise approved by Residential Life after the student has moved in to Residential Life managed housing, prorated refunds of room and board charges will be made if the student vacates their room by October 15, 2025 for Fall Semester and March 15, 2026 for Spring Semester. The prorated funds shall be returned to the student less the applicable cancellation fee. Any student whose cancellation is approved but who vacates their room after October 15, or March 15 will be charged for the entire semester.

5. To cancel a housing contract, students must submit a Housing Cancellation Request (form available on the WashU Housing Portal). Submission of the request does not guarantee a release from the Contract.

6. Please note the housing cancellation deadlines and related fees are non-negotiable. Cancellation fees are applied equally according to the published schedule and are never waived or applied to other balances.

7. Students who wish to return to Residential Life housing after cancelling their housing contract may request housing by re-executing their application after contacting Residential Life and requesting their application be reopened. Reapplying after cancelling their application does not absolve a student from the financial responsibilities associated with cancelling their housing contract

## **B. Revocation of Housing License and Termination of Contract by the University**

1. The University may revoke a student's housing license and terminate this Contract in its sole discretion for the following reasons:

- a. suspension or expulsion of a student from the University;
- b. substantial interference with the rights of other residents to use the facilities, including conduct of a student that is dangerous or disruptive to their self, another person or persons;
- c. intentional or negligent property damage;
- d. violation of any University rules or policies, including public health policies;
- e. public health and safety concerns;
- f. criminal activity;
- g. withdrawal from the University;
- h. leaves of absence;

- i. non-enrollment or non-registration; or
  - j. failure of the student to comply with terms and conditions/rules and regulations stated herein.
2. In case of such revocation and termination and subject to the exceptions set forth herein, the University will deliver written notice to the student generally 3 days in advance, stating the hour and the date of cancellation whereupon the student must vacate the room. Such notice of termination shall be made either in person or by email to the student's University email address.
3. **Immediate Termination and Removal from Housing Assignment.** If a student engages in conduct that is deemed by the University to be dangerous, disruptive, or in violation of University public health policies or the University determines that a student's continued presence otherwise poses a health or safety risk to the community, the University may revoke the student's housing license and terminate the Contract immediately and require that the student vacate Residential Life managed housing without prior notice. The student will be charged for room and board through the end of the semester. The University reserves the right to remove a student's access to their room and to make arrangements for storage or return of student's personal belongings, at the student's expense.
4. In the event the University revokes the student's housing license and terminates a student's Contract, the University will have the sole authority and discretion to determine if a refund shall be given, and the amount of the refund, if any. Any refund given will then have the applicable cancellation fee deducted from it.
5. The student must settle all debts with the University before any refund will be made.

**C. Cancellation of Contract for other Cause**

1. Notwithstanding anything herein to the contrary, any occurrence that prevents the University temporarily from rendering full performance under the Contract - such as war; acts of terrorism; fire, flood, epidemic, pandemic, public health emergencies, or other acts of God; strike or work stoppage (whether by employees of the University or another employer) - shall not constitute grounds for cancellation of the Contract by the student.
2. If the accommodations assigned to the student are destroyed or otherwise rendered uninhabitable and the University does not furnish the student with similar accommodations, the Contract shall terminate. Charges shall be prorated on the basis of the period for which accommodations were made available to the student. In such circumstances, the cancellation fee will not apply.

**XI. DINING SERVICES**

**A. Meal Plan Descriptions.** The **2025-2026** food service meal plan descriptions and prices can be found at <http://diningservices.wustl.edu> and are incorporated into the Contract by reference. Meal plan service includes the Fall Semester and Spring Semester. Check the Dining Services website for hours of service during breaks.

**B. Meal Plan Required.** All full-time students are required to purchase a meal plan. Minimum meal plan purchase requirements can be found at <http://diningservices.wustl.edu>.

**C. Meal Plan Changes.** After selecting a meal plan, students wishing to change their meal plan may do so once during the first two (2) weeks of either the Fall or Spring Semester. Requests must be submitted using the "Meal Plan Change Form" on the Housing Portal.

**D. Meal Point Distribution and Billing.** Meal points will be disbursed and billed at the beginning of each semester in equal parts. If a meal plan is not sufficient to cover the entire academic year, students may purchase



Bear Bucks. Unused meal points expire at the end of the academic year, except for those students who graduate in December or study abroad in the Spring semester, in which case points expire at the end of the Fall Semester.

**E. Meal Cards.** Student IDs serve as meal cards and must be presented at food service outlets.

**F. No refunds.** Students do not receive a refund for unused portions of a meal plan.

**G. No transfer of meal plan funds.** Undergraduate meal plan funds may not be transferred to Bear Bucks.

## **XII. PUBLIC HEALTH AND SAFETY**

**A. Health and Safety Policies and Guidelines.** Throughout the Academic Year and the term of this Contract, the University will be making decisions as necessary to comply with health and safety laws, public health orders, regulations, ordinances, and CDC guidance pertaining to public health concerns that may arise, including but not limited to COVID-19. All members of our residential community – students, faculty, staff, and visitors - are expected to adhere to University public health policies and guidelines, in addition to other public health orders, regulations and laws. These policies and guidelines are in place to help mitigate the spread of infectious diseases on campus and in the surrounding community.

1. Members of our residential community are expected to act in a manner that demonstrates respect and consideration for the health and safety of all community members. Residential students are prohibited from creating a health or safety hazard within University housing. The University may revoke a student's housing license and terminate the Contract if, in the University's sole discretion, it determines that the student's continued presence in the housing community poses a health or safety risk for community members or that the student has otherwise failed to follow the applicable University public health policies.

2. Depending upon the nature of the public health concern, policies and guidelines could include, but are not limited to, physical distancing, limitations on the size of gatherings, wearing a face covering, diagnostic and surveillance testing, symptom screening (e.g., temperature checks before leaving residence hall for the day), contact tracing, restricted access to residence hall common spaces, disinfection protocols, restrictions on guests in residence halls, and quarantine/ isolation procedures (including before or upon arrival to campus).

3. The University will inform resident students of health & safety policies applicable to the campus community and will provide timely updates regarding any changes to the health and safety policies. All resident students, staff, and visitors must adhere to health and safety requirements, and these requirements apply to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounge areas, computer rooms, courtyards, and other communal spaces. In addition, all students will be required to be vaccinated for the flu, among other required vaccinations as determined by Student Health Center.

**B. Testing.** Students moving in or returning from breaks may be required to undergo certain testing for health and safety reasons prior to and/or upon their arrival to St. Louis at the request of the University before being permitted to access their assigned housing. Students may also be required to submit to regular surveillance or diagnostic testing during the course of the academic year as a condition of living in University housing.

**C. Quarantine/ Isolation/ Separation.** Not all residence hall residential rooms or halls are suitable for self-quarantine or self-isolation. In those situations where a student is recommended or required to self-quarantine or self-isolate, students may not be permitted to continue residing in their assigned space.

1. Students moving in or returning from breaks may be required to self-isolate or self-quarantine for health and safety reasons prior to and/or upon their arrival to St. Louis at the request of the University before being permitted to access their assigned housing.
2. At any time, University may request or require a student to relocate within or leave University housing when, in the University's sole discretion, it determines that student's continued presence in their assigned housing poses a health or safety risk for community members. Students are required to comply with requests to leave their assigned room, or to temporarily or permanently relocate to a different assigned space. Failure to do so is a violation of this Contract and may subject a student to immediate removal from their assigned space and further disciplinary action.
3. Removal of a student from University housing to self-isolate or self-quarantine does not constitute a breach or termination of this Contract by the University.

**D. Possible Changes to Academic Year.** Public health concerns may result in a disruption, alteration, or other modification to the academic year calendar, including but not limited to a shortened semester term, transition from in-person course delivery to remote learning, or reduction or elimination of breaks. The academic year is subject to change as deemed necessary by the University to address public health concerns. Any changes to the academic year calendar shall not constitute a breach or termination of this Contract by the University.

**E. De-densifying efforts.** Students are required to comply with any de-densifying efforts that the University implements on campus due to public health concerns, including but not limited to, the relocation of some or all residential students to alternative housing. Any relocation does not constitute a breach or termination of this Contract by the University. In the event the University must relocate a student as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative University housing is not available, University will offer the impacted student a fair and reasonable credit as appropriate and based on information available at that time.

**F. Dining Services.** Dining Services, including where and how it will be offered to students, is subject to the discretion of the University and may be modified by the University at any time to address public health and safety concerns. Due to health and safety measures adopted by the University, the University may limit the occupancy of dining areas, limit the amount of time students may be present in the dining areas, require that all meals be served as "take-out" or make other operational adjustments needed to address health and safety concerns.

**G. Cleaning.** The University will implement and modify its cleaning protocols to address public health crises, in the interest of minimizing the spread of disease. The University will educate and inform residential students on appropriate cleaning protocols within their assigned spaces where necessary.

**H. Modification and Termination.** Student understands that this Contract is subject to change for health and safety reasons in the University's sole discretion, and any changes to the Contract do not constitute a breach of this Contract by the University or a termination of the Contract. The University reserves the right to revoke housing licenses and terminate some or all housing contracts, which may include this Contract, due to public health concerns, including an epidemic, pandemic, or other public health emergency.

**I. Risk of Communal Living.** There are inherent risks associated with communal living. As in any shared living environment, those risks include but are not limited to, potential exposure to contagious infections and diseases, including COVID-19. Students understand that they are assuming the risks associated with communal living by residing in University housing and release the University, its trustees, officers, employees, agents and authorized representatives from any and all claims related to the potential or actual exposure to contagious infections and diseases, including COVID-19, related to or arising from their residence in University housing.

### XIII. MISCELLANEOUS PROVISIONS

**A.** A student signing the Contract is legally responsible for the payment of housing and meal plan charges established by this Contract. Nonpayment of housing charges will result in automatic withholding by the University of a student's grades, transcripts, registrations or other University documents.

**B.** The license granted pursuant to this Contract is valid only for the student who signs it, and the Contract cannot be assigned or transferred, nor shall the accommodations or any part thereof be sublet by the student. Any assignment by student shall be deemed void, invalid or otherwise ineffective automatically.

**C. Indemnification & Hold Harmless.** Student agrees to release the University, its trustees, officers, employees, agents and authorized representatives from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of student's use of the space within the residence hall, and to defend, indemnify and hold harmless the University, its trustees, officers, employees, agents, and authorized representatives from any Claims resulting from or arising out of student's breach of the terms and conditions of this Contract.

**D.** The Room and Board Application does not become a Contract until the student is notified by Residential Life that their housing application has been accepted (the "Acceptance Date"). The term of this Contract shall commence on the Acceptance Date and terminate on the last day of the Spring Semester, unless earlier terminated pursuant to the terms of this Contract.

**E.** In any action, suit, or proceeding in any jurisdiction arising out of or relating to this Contract, you and the University each knowingly and intentionally, to the greatest extent permitted by applicable law, irrevocably and expressly waive forever trial by jury. This Contract shall be governed by the laws of the State of Missouri, without regard to conflicts of laws or principles. Student agrees to submit to the jurisdiction of the federal and state courts in St. Louis County, Missouri, for the resolution of any disputes arising under this Contract.