

Student Housing Contract - 2013-14

I. TERMS AND CONDITIONS OF THE STUDENT HOUSING CONTRACT FOR THE 2013-14 ACADEMIC YEAR

The following Terms and Conditions are included as a part of the Contract between the University of Dayton (University) and a Student (Student) resident of University housing. The Student Housing Contract will be referred to as Contract throughout these Terms and Conditions.

1) STUDENT: To live in University housing during the Fall and Spring terms, an undergraduate Student is required to be registered for at least eight (8) credit hours with the University. A graduate student is required to be registered for at least six (6) credit hours to live in University housing during the Fall and Spring terms. The University has the right to cancel a Student's Contract if a Student's credit hour registration falls below the eight (8) undergraduate credit hour requirement or six (6) graduate credit hour requirement.

2) UNIVERSITY HOUSING REQUIREMENT: Each first- and second-year undergraduate student (classified by a student's start term at the University or high school graduation year, not by the number of credit hours) under 21 years of age, unmarried, and not living at parent's or legal guardian's permanent residence within 40 miles of the University is required to live in University housing. Any first- or second-year student requesting to commute must complete and notarize the form found at:
<http://www.udayton.edu/studev/resources/CommuterNotarizedForm2013.pdf>

3) TERM: This Contract is valid and enforceable once the Student electronically signs it. The contract term is for the entire academic year and cannot be transferred or assigned.

4) CLOSINGS:

1. All University undergraduate housing facilities are closed during the Semester Break.

2. Each student who has signed this Contract will be responsible for knowing and understanding the exact dates and times for move-in and move-out for Fall 2013 semester and Spring 2014 semester via the Housing and Residence Life website at:
http://www.udayton.edu/studev/housing/about/important_dates.php.

3. Student must vacate his/her room, suite, quad, apartment, or house within 24 hours after his/her last examination for that semester, except if Student's last examination is the final examination given for the semester, in which case, Student must vacate by the closing date and time noted on the Housing and Residence Life website. In addition, graduating seniors may remain as occupants for 24 hours after graduation.

4. For each hour a Student withholds possession of room, suite, quad, apartment, or house after stated break and/or closing times and dates or termination of Contract, the University reserves the right to collect an amount to be determined as liquidated damages. Additionally, Student refusing to leave premises will be removed and is subject to disciplinary action.

5) EXTENDED USE OF UNIVERSITY HOUSING: Please refer to the Extended Stay/Early Arrival policies located on the Housing and Residence Life website at:

<http://www.udayton.edu/studev/housing/current/eaex.php>

6) CANCELLATIONS AND CANCELLATION FEE: This Contract cannot be canceled by the Student after the Student has electronically signed said Contract and enrolled in University classes for the Fall and Spring semesters, except in the following circumstances:

New Incoming First-Year Undergraduate Student and New Transfer Undergraduate Student who decides not to attend the University or withdraws from classes after school begins: Any new incoming first-year undergraduate student or new transfer undergraduate student is released from her/his housing Contract once notification of withdrawal has been received into the Office of Admission and Housing and Residence Life. Cancellation charge schedule is as follows:

1. Documentation received prior to the official opening of residence halls, no charge.
2. Documentation received after residence halls open, charges will be assessed as outlined in Item 7) 1 and 7) 2 of this Contract.

New Incoming First-Year Law or Graduate Student who decides not to attend the University or to not live in University Housing:

Any new incoming first-year law or graduate student is released from her/his housing Contract once written notification has been received into Housing and Residence Life. Cancellation charge schedule is as follows:

1. Documentation received within the first three business days after housing assignment and before move-in, no charge.
2. Documentation received after three business days of housing assignment and before move-in, \$500 cancellation charge.
3. If documentation is received after move-in and student withdraws from classes or moves from UD housing, charges will be assessed as outlined in Items 7) 1 and 7) 2 of this Contract. Student will have three days to move from UD housing after contract release.

Returning Student Requesting Housing Contract Release to Commute from Parent's or Legal Guardian's Home or to not live in UD Housing:

As a result of the University's first- and second-year housing requirement (see Item 2 of this Contract), any first- or second-year Student may be released from housing Contract only to commute from a parent's or legal guardian's permanent residence within 40 miles of University.

1. Any first- or second-year Student requesting contract release to commute from parent's or legal guardian's permanent residence within 40 miles is required to complete a notarized form found at <http://www.udayton.edu/studev/resources/CommuterNotarizedForm2013.pdf>. Approval to commute will not be granted until completed documentation has been received in Housing and Residence Life office. Approved contract releases to commute are subject to the following release fee schedule.

2. Any junior or senior returning Student may request release from her/his housing Contract subject to the following release fee schedule.

A Fall semester returning Student may be released from her/his housing Contract per receipt in Housing and Residence Life of written documentation. In order to access the "Non-Returning Student Form" or the "Housing Cancellation Form", please go to Flyer First (Academics) under your [Porches](#) page. If released from the housing Contract, Student will have three days to move from UD housing once released from contract and will be charged

according to the following release fee schedule:

1. Documentation received within three business days of housing assignment and before move-in, 0% of semester charge.
2. Documentation received after three business days of housing assignment and by May 15, 20% of semester charge.
3. Documentation received between May 15 and July 1, 40% of semester charge.
4. Documentation received after July 1 and before move-in. 60% of semester charge.
5. Documentation received during the first four weeks of Fall semester, 75% of semester charge.
6. Documentation received during or after the fifth week of Fall semester, 100% of Fall semester charge plus 20% of Spring semester charge.

A Spring semester registered Student may be released from his/her housing Contract per receipt in Housing and Residence Life of written documentation found at <https://docs.google.com/a/udayton.edu/spreadsheet/embeddedform?formkey=dFFqU3pTTWxBOUdmTU5VZ0ppWWRSTVE6MQ&pli=1>. If released from the housing Contract, Student will have three days to move from UD housing once released from contract and will be charged according to the following release fee schedule:

1. Documentation received by the fifth week of Fall semester, 20% of semester charge.
2. Documentation received after the fifth week of Fall semester and before Spring semester move-in, 40% of semester charge.
3. Documentation received during the first four weeks of Spring semester, 75% of semester charge.
4. Documentation received during or after the fifth week of Spring semester, 100% of semester charge.

Student who transfers, graduates, or withdraws from the University:

Any Fall semester Student will be released from her/his housing Contract per receipt in Housing and Residence Life of written documentation found at: <https://docs.google.com/a/udayton.edu/spreadsheet/embeddedform?formkey=dFFqU3pTTWxBOUdmTU5VZ0ppWWRSTVE6MQ&pli=1> requesting cancellation of housing Contract and stating reason for not returning to the University. This Student will be charged \$250 if documentation is received after June 1.

If a Student withdraws from classes after moving into University housing, charges will be assessed as outlined in Item 7) 1 and 7) 2 of this Contract.

Any Spring semester Student will be released from his/her housing Contract per receipt in Housing and Residence Life of written documentation found at <https://docs.google.com/a/udayton.edu/spreadsheet/embeddedform?formkey=dFFqU3pTTWxBOUdmTU5VZ0ppWWRSTVE6MQ&pli=1> requesting cancellation of housing Contract and stating reason for not returning to the University for the Spring semester. This Student will be charged \$250 if documentation is received after Spring semester move-in date and before Student moves into UD residence.

Student who participates in a co-op, study-abroad or internship program for a semester

Any Student who participates in a co-op, study-abroad or internship program outside a 40-mile radius of University during Fall semester will be released from his/her housing Contract per receipt in Housing and Residence Life of written documentation found at

<https://docs.google.com/a/udayton.edu/spreadsheet/embeddedform?formkey=dFFqU3pTT>

[WxBOUdmTU5VZ0ppWWRSTVE6MQ&pli=1](https://docs.google.com/a/udayton.edu/spreadsheet/embeddedform?formkey=dFFqU3pTTWxBOUdmTU5VZ0ppWWRSTVE6MQ&pli=1) requesting release from housing Contract as a result of co-op or internship work or study-abroad semester. Student will be charged \$250 if documentation is received after June 1.

Any student who participates in a co-op, study-abroad, or internship program outside a 40-mile radius of University during Spring semester will be released from his/her housing Contract per receipt in Housing and Residence Life of written documentation found at <https://docs.google.com/a/udayton.edu/spreadsheet/embeddedform?formkey=dFFqU3pTTWxBOUdmTU5VZ0ppWWRSTVE6MQ&pli=1> requesting release from housing Contract as a result of co-op or internship work or study-abroad semester. Student will be charged \$250 if documentation is received after Spring semester move-in date and before Student moves into UD residence.

If Student receives a co-op, internship or study-abroad term after moving into University housing, charges will be assessed as outlined in Item 7) 1 and 7) 2 of this contract. Exceptions to the above-stated cancellation refund schedules may be made to comply with federal financial aid programs or for medical withdrawals.

7) DEFAULT: The University reserves the right to cancel this contract for the following reasons: (1) failure to pay; (2) failing to remain a student in good standing; (3) failing to maintain the minimum number of credit hours; (4) or otherwise failing to comply with the terms of this Contract. If the Student vacates or abandons the premises, the University shall have the right to enter and take possession of the premises and remove any personal property. The obligation of the Student to pay amounts required by this Contract shall remain in full force and effect and the Student shall be responsible for any costs, expenses, loss or damage to the University by reason of the Student's failure to comply with the terms.

1. In addition, if Student has moved into University housing and is withdrawing from University classes, and Student properly checks out of University Housing, the following fee will be assessed to Student's account:

1. After move-in and during first week of classes, 20% of the entire semester room fee.

2. During second week of classes, 40% of the entire semester room fee.

3. During third week of classes, 60% of the entire semester room fee.

4. During fourth week of classes, 75% of the entire semester room fee.

5. During and after fifth week of classes, 100% of the entire semester room fee.

2. The parties acknowledge and agree that the above stated liquidated damage amounts may be in addition to any attorney's fees, expenses, and costs. If liquidated damages are accepted under certain mutually agreed upon conditions, any deviation from said conditions will be cause for this Contract to be retroactively reinstated and all costs associated with the reinstatement will be billed to Student accordingly.

8) PAYMENTS: If the Student fails to make payment according to the schedule set by the University, the University may withhold grade reports and all other records or information requested by the Student or third parties, as well as may prevent the Student from registering for future semesters. If the Student has already registered for the subsequent semester, her/his registration will be canceled. Failure to pay may result in the Student being reported to a credit service. Student must pay the balance of the account in full upon request. Student agrees to pay costs of collecting the account including reasonable attorney's fees and court costs. Student further agrees that the venue for any action to collect the account will be Montgomery County, Ohio.

9) STUDENT BILLING RIGHTS: Student should keep this notice for future use. If the Student believes there is an error in her/his housing bill, or if the Student needs more information regarding a housing transaction on his/her bill, the Student must notify Housing and Residence Life in writing at 300 College Park, 210 Gosiger Hall, Dayton OH 45469-0950 or email housing@udayton.edu as soon as possible. Housing and Residence Life must receive written notice from the Student no later than 60 days after receiving the first bill on which the error or problem appeared. Student may telephone Housing and Residence Life, but doing so will not preserve the Student's rights. In the letter, Student should provide the following information: Student name and identification number, the dollar amount of the suspected error, description of the error, and explain, if possible, a) why he/she believes his/her bill to be in error and b) if applicable which section of the contract supports his/her argument. To avoid interest charges the Student is encouraged to pay any amount in question while the University investigates.

10) BOARD: All Students residing in Founders Hall, Marianist Hall, Marycrest Complex, Stuart Complex, and Virginia W. Kettering Suite Complex are required to purchase a meal plan. For additional information concerning meal plans and Flyer Express, please access web site <http://www.udayton.edu/diningservices/> or call Dining Services at 1-800-259-8864 or 1-937-229-2441.

11) ASSIGNMENTS: Student understands this agreement is not for a specific residence hall, room, suite, quad, apartment or house. All housing assignments are confirmed by the University, and the Department of Housing and Residence Life reserves the right to alter housing assignments at any time for any reason it deems necessary in its sole discretion.

1. Room assignments are made without regard to race, color, national origin, ancestry, creed, religion or veteran status.

2. Room assignments are made by age-appropriate peer groups.

3. The University does not assign students of the opposite gender together.

4. No room or roommate changes will be facilitated during the first two weeks of each semester.

5. Student wishing to make an assignment change is required to follow a formal Assignment Change Process. Any Student involved in assignment moves that are not authorized by Housing and Residence Life staff may be fined and/or reassigned to another housing assignment. Information on how to make an assignment change can be found by calling Housing and Residence Life at 937-229-3317.

6. The University reserves the right to change room or facility assignment, to assign roommates, to consolidate vacancies, and/or to require Student to move to different accommodations as may be deemed necessary at the discretion of the University. Student will receive appropriate notice if such action is necessary, and Student's account will be adjusted accordingly if housing costs are changed.

7. The University reserves the right to adjust Student's housing charge to reflect the number of residents in the room/suite/quad/apartment/house.

8. If Student refuses to allow another assigned Student to move into her/his assigned residence, Student may be required to move and/or charged additional housing charges, and is subject to disciplinary action.

9. Every consideration will be given to assignment and roommate requests, but the University cannot guarantee to honor every request. Failure to honor assignment preferences will not void this Contract.

10. Sophomore Student residing or applying for retention/filling a vacancy in junior/senior facilities may be subject to specific criteria including, but not limited to, no alcohol violations and no major discipline violations.

12) **STUDENT CONDUCT:** Student agrees to abide by the laws of the State of Ohio; the ordinances of the City of Dayton; the Student Standards of Behavior and Code of Conduct at the University. Student is responsible for the policies and procedures as set forth in the University of Dayton Standards of Behavior and Code of Conduct and the University Student Handbook. University shall have the right to change and to establish additional rules, regulations, policies, codes, or procedures as may be deemed necessary at the discretion of the University. Failure of Student, or his/her guests, to comply with and observe any such rules, regulations, policies, codes or procedures shall constitute a breach of this Contract. For the health and safety of all students and guests, student shall maintain clear paths of ingress/egress of his/her residence at all times and carefully monitor the guest occupancy for the residence and porches (where applicable) based on the posted occupancy limits. If there is no posted occupancy limit, student shall maintain a reasonable number of guests at all times. Additionally, laws and rules prohibit the possession or use of illegal drugs, and any item that may be construed as a weapon in University student housing.

13) **ALCOHOLIC BEVERAGES:** No persons, including Student and her/his guests, may possess or consume alcohol in Marycrest Complex, Founders Hall, Marianist Hall, Sophomore Garden Apartments, Stuart Complex, The Campus South, 819 Irving Apartments, Sophomore Irving Commons Apartments and Virginia W. Kettering Suites, as alcohol is prohibited in these facilities. Students living in Junior/Senior/Graduate/Law apartments and houses, Lawnview Apartments, ArtStreet, Caldwell Apartments, Plumwood Apartments, and University Place Apartments, who are 21 or older, are permitted to have alcohol in the privacy of their apartment/house only in accordance with city/state law and University policies.

14) **MAINTENANCE:** Student is responsible for all his/her activities and his/her guests' activities taking place on the premises. Student shall take good care of the premises and the appurtenances, equipment and fixtures therein, and shall keep them in good sanitary condition, and shall return the same at the end or other termination of this Contract in as good a condition as when received, ordinary wear excepted. Student shall use, operate and maintain the equipment furnished by the University in accordance with the directions of the manufacturer and such additional instructions as University may give. No alterations or repairs are to be made to University housing by Student, parent or guest. Student may not remove University property from rooms, suites, quads, apartments, houses, lounges, hallways, etc. University shall maintain and keep in good condition the roof, walls, structural parts, main hallways, elevators and all other commonly used parts and portions of the building, but the University shall not be responsible for failure to make any such repairs.

15) **DAMAGE:** Student agrees that he/she is responsible for or any loss or damage up to the full cost of repair to the residence, the furnishings, or the public use areas that occurs a result of the student's intentional actions and/or negligence. Additionally, student may be required to complete an educational program and/or class as part of his/her restitution for the damage. The University reserves the right to charge all students of a building, wing, or floor where vandalism/housekeeping occurs in a common area that cannot be traced to a specific person, group, or incident. Community damages are billed monthly to student accounts.

16) **PERSONAL PROPERTY:** Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in all University housing facilities. Student is encouraged to purchase renters insurance or pursue coverage under his/her parents' home

owners insurance as the University does not carry insurance covering any such loss or damage and assumes no responsibility for the payment of any such loss or damage. Student is encouraged to keep her/his room, suite, quad, apartment, or house locked and his/her valuables secured at all times. University shall not be responsible for loss or damage to any student-owned property as a result of facility condition (i.e., water damage to a Student's computer or other property as a result of a room leak).

17) RESIDENCE ENTRY BY UNIVERSITY EMPLOYEES FOR INSPECTION AND MAINTENANCE: University employees and/or their agents shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to make repairs, alterations and improvements/cleaning to the premises and building as the University may deem necessary. Any repairs, alterations and improvements undertaken by University shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good a condition as before the work. University shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident thereto have any effect upon this Contract or upon the obligations of Student there under.

18) RESIDENCE ENTRY BY UNIVERSITY EMPLOYEES FOR HEALTH, SAFETY AND EMERGENCY: University employees, which include the University police, are permitted to enter a student's residence without obtaining the student's consent for purposes of addressing any type of health and safety emergency or any other situation deemed urgent or necessary. These situations include but are not limited to violent behavior, illness or injury, disorderly behavior or activity that disturbs the neighboring environment, reasonable belief that reasonable occupancy is exceeded (where for the purposes of this Contract a posted occupancy limit signifies reasonable occupancy) and reasonable belief that a violation of University policy has occurred in a University owned residence. In such situations, University employees will knock, identify themselves, and request entrance. If no cooperative response is received, University employees may enter. If the residents are not present, a signed notice will be left in a prominent location within the residence indicating the name and position of the employee(s) making entry, the date and time of the entry, and the reason for the entry. The University shall incur no liability provided reasonable care is given to Student's property, and such entry shall have no effect on the Contract.

19) LIMITATION OF LIABILITY: Student hereby agrees to indemnify, hold harmless, discharge, and not sue the University, its employees and/or agents for any and all damages, claims, or causes of action of any kind arising out of or in connection with the Student's use, occupation or other activity resulting from Student entering this Contract except where such injury is caused by the University's acts or omissions. In no event will the University's liability exceed the amount prepaid by the Student.

20) DESTRUCTION OF PREMISES: If the assigned room, suite, quad, apartment, or house is destroyed by casualty so that it may not be repaired within thirty (30) days, the University reserves the right to cancel this Contract by notice to the Student. In the event a room, suite, quad, apartment or house becomes uninhabitable for periods of less than thirty (30) days, the University may either cancel this Contract by providing notice, or, at its option, may elect to provide prorated credit to the Student for charges incurred by the Student pursuant to this agreement. In no event will the University's liability for inhabitability or destruction of the premises exceed the amount prepaid by the Student. If the University cancels this Contract pursuant to this paragraph, the Student will receive a prorated refund on amounts prepaid by the Student.

21) AIR CONDITIONERS: Residence hall rooms/suites/quads and Campus South, Caldwell, Garden, Irving Commons and Lawnview Apartments, University Place and Plumwood Apartments are air conditioned. Neighborhood apartments and houses: Air conditioning is not provided for all units, including for students with medical need residing in UD neighborhood apartments and houses. Student may provide her/his own air conditioner in neighborhood apartments and houses, but it must be installed by the University. Student will be assessed a fine for damage incurred to a University apartment or house that results from an improperly installed air conditioner, that was not installed by the University. Air conditioners that cause electrical problems such as blowing circuits may result in a charge to the Student's account to upgrade electrical circuitry and/or removal of the air conditioner.

22) BUSINESS OPERATIONS: Student may not conduct any private business operation from a University residence or use University telephone lines or computer services for such activity.

23) CABLE SERVICES: Student cannot install or cause to be installed any satellite dishes, antennas, or other cable hookup.

24) ELECTRICAL APPLIANCES:

1. Heating, cooling, halogen lights, space heaters and cooking appliances are prohibited in any student residence hall rooms for safety reasons. Fans, hair dryers, computers, televisions, and limited music equipment are allowed.

2. All housing facilities include University refrigerators or micro-fridges. No additional appliances are permitted.

3. The University reserves the right to require the removal of unauthorized or dangerous electrical appliances/devices. Violation of this rule may result in a fine and/or disciplinary action.

25) FIRE EQUIPMENT: Tampering with fire safety equipment is prohibited in accordance with Ohio Revised Code Section 2909.07. Unauthorized use is malicious destruction of property and is punishable by a \$2,500.00 fine or six (6) months in jail or both. Tampering with fire safety equipment or smoke detectors will result in disciplinary action that may include suspension or expulsion from the University.

26) FURNISHINGS:

All University Housing:

1. Each Student is furnished with a bed, desk, and desk chair. Students may not construct or install lofts, or bars, in University housing.

2. Student may not alter, construct or bring in any furniture that will significantly increase the weight load to the structure (i.e., cement blocks, stages, platforms, safes, bars, appliances, aquariums etc.).

3. The use of cement blocks to raise beds is prohibited.

4. Student must provide his/her own phone, bed linens, desk lamps, towels, washcloths, blankets and pillows, toiletries, and eating utensils.

5. Removal of University-provided furniture from an individual residence is prohibited.

6. Student is discouraged from bringing any additional furniture, as space in all housing facilities is limited and may exceed allowable weight loads.

Residence Halls: All Residence Hall rooms are furnished with a refrigerator or micro-fridge.

Suites: Suites are additionally furnished with appropriate living room furniture and a refrigerator.

Apartments and Houses:

1. These facilities are additionally furnished with appropriate living room furniture, stove, refrigerator, dining table, and chairs.
2. Indoor furnishings or any furnishings the University deems to be indoor or inappropriate, whether University or Student-owned, are not permitted on the grounds or porches of University facilities. This is in violation of City Ordinance #23348 and is subject to a fine and/or removal of furniture at Student's expense.

27) GUEST CLAUSE: Student will be responsible for the payment of all charges related to the presence of her/his guests in her/his residence facility and for insuring that her/his guests comply with residence rules and regulations. Refer to the Guest Policy in the University of Dayton Student Standards of Behavior.

28) KEYS:

1. Keys may not be duplicated or given to any person. Lost keys, or keys not returned to the designated key-return location (i.e., residence hall/apartment complex main desk, College Park Center for Garden Apartments and neighborhood apartments and houses) at the time of departure, will result in a lock change at Student's expense. Also, failure to return keys to the designated key-return location by the specified move-out deadline will result in additional charges to the Student's account.
2. Student is required to pick up her/his assigned residence key upon her/his move-in. Failure to do so may result in a fine.
3. Student who borrows a temporary access key/card for her/his housing assignment will incur a monetary charge to the Student's account for each use.

29) GENERAL SAFETY AND DAMAGE: Any item that the University deems at its own discretion: (1) unsafe, or (2) potentially damaging to University property is prohibited and/or may not be stored in University facilities.

- a. The following items are NOT permitted in University housing facilities swimming pools greater than 12 inches in height or any pool with electrical connections/filters, hot tubs, waterbeds, firearms, fireworks, explosives, fire pits, tiki torches, candles, incense burners, flammable liquids, chemicals, and weapons. Additionally, items with gasoline-powered engines or gas tanks, i.e. lawn mowers, motorcycles, grills, etc. may not be stored inside University residential facilities.
- b. Hammocks, string, Christmas, party lights, and similar items that are mounted in such a way as to damage University property or whose electrical connection is deemed hazardous are not permitted.
- c. Grilling outdoor cookers, smokers, and turkey fryers are prohibited inside or on the porch of any University-owned facility. These items must be a minimum of 10' from the structure during use.

30) GOVERNING LAW: The laws of the State of Ohio govern this Contract.

31) NOISE: Noise level must not exceed accepted standards. Please see regulations regarding noise and quiet hours in the University of Dayton Student Standards of Behavior.

32) PETS: Pets are prohibited in/on University housing premises. Violation of this may result in a fine, plus cleaning charges, replacement charges for furniture and carpeting, and/or reassignment or cancellation of contract.

33) SPECIAL HOUSING REQUESTS and SERVICE ANIMALS: It is the responsibility of the student to notify Housing and Residence Life of any special requests for housing accommodations. Students who require the assistance of a service animal are responsible for maintaining control over the service animal at all times, including keeping it leashed when the animal is not performing service. Additionally, it is the responsibility of the student to maintain the service animal's hygiene and to work with the staff to ensure that the proper accommodations are provided for the animal's needs.

34) RESTRICTED AREAS: Basements and/or cellars, attics, and other areas that are considered mechanical space are not to be accessed by residents and/or guests. Additionally, students are not permitted on the rooftops of their residences.

35) SIGNAGE: The University reserves the right to remove any signage (including posters, banners, sheets) from student residence halls, apartments or houses that are not consistent with the Student Standards of Behavior, the University's mission and values, and/or are in violation of local, state and federal laws.

36) SMOKING: In accordance with Ohio Revised Code (ORC) Chapter 3794, all University residence facilities, except University neighborhood houses, are smoke-free.

37) TRASH, LITTER AND DEBRIS: Trash is not permitted on University premises per City of Dayton Ordinance 25923 and must be removed no later than 7 am. The University reserves the right to bill for any removal of trash. Excessive trash removal or a pattern of trash removal may result in disciplinary action.

38) OUTDOOR STORAGE: Outdoor storage is not permitted on University premises.

39) OTHER TERMS AND REQUIREMENTS:

1. Student shall not assign this Contract or any interest or allow anyone to come in through, with or under the Student.

2. For violation of University student housing policies and regulations, the Student understands that the authorities of the University may terminate the Student's residence or alter their assignment in University student housing and, if appropriate, file a complaint with the Office of Community Standards and Civility against the Student, which, if proved, may result in sanctions as provided for in the Student conduct system of the University.

3. University may increase the fee for room and board by formal action of the University Of Dayton Board Of Trustees.

II. SPECIAL ADDENDUM FOR RESIDENTS IN THE FOLLOWING LISTED NEIGHBORHOOD HOUSES:

In recognition of the need for the University and its housing program to be more sensitive to community relations with our neighboring communities, this Special Addendum is included to the 2013-2014 Academic Year Residential Living Contract as stated on the Housing and Residence Life website. This Special Addendum applies to all Students living in University houses on Irving Avenue, University houses at 1923 Trinity, 214 and 220 Lawnview Avenue and University houses at 132, 135, 136, 139 and 143 Evanston Avenue, and any other property that the University may deem necessary. The terms of this Special Addendum are as follows:

1. Students residing at these addresses will be expected to assist the University in generating good community relations with our neighbors. Houses in the above-mentioned locations, along with the Students living at these locations, will be subject to a higher level

of scrutiny than other University-owned and operated residential facilities.

2. Noise will be kept at respectable levels. Requests to lower noise will be adhered to immediately upon receipt of such request.

3. Each property listed above will select a "House Representative" to attend regularly-scheduled meetings throughout the semester with the Community Coordinators of the Student Neighborhoods and representatives from the Oakwood Community. Names of these representatives must be submitted to the Community Coordinator for the South Student Neighborhoods via email at housing@u Dayton.edu by May 1. Failure of a house to select a "House Representative" by this time may result in the cancellation of the contracts of ALL residents of that property.

4. The University reserves the right to relocate, or revoke the Housing Contract of any and all residents of any given property who continually demonstrate behavior that is not conducive to good community relations or who fail to keep the property in a well-kept manner. Warning(s) prior to relocation or revocation may not necessarily be given to residents.