

## **CANCELLATION OF THE HOUSING CONTRACT**

**CANCELLATION OF CONTRACT:** The University reserves the right to cancel this contract for the following reasons: (1) failure to pay; (2) failure to remain a Student in good standing; (3) failure to abide by the University's Student Code of Conduct and/or State or Federal law (4) failure to maintain the minimum number of credit hours; (5) or otherwise failure to comply with the terms of this Contract

**CONDITIONS:** If Student violates the University's Student Code of Conduct, State or Federal Law, a University official may file a complaint with the Office of Community Standards and Civility against Student, which, if proved, may result in sanctions as provided for in Student conduct system of the University.

If Student vacates or abandons his/her University assigned residence, the University shall have the right to enter and take possession of the premises and remove any personal property. The obligation of Student to pay amounts required by this Contract shall remain in full force and effect and Student shall be responsible for any costs, expenses, loss or damage to the University by reason of Student's failure to comply with the terms.

### **CANCELLATION 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, 20% of semester charge.
3. Documentation received between May 15 and July 1 and after three (3) business days of housing assignment, 40% of semester charge.
4. Documentation received after July 1 and before move-in 60% of fall semester charge.
5. Documentation received during the first four weeks of fall semester, 75% of fall 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.
7. Documentation received after the tenth week of fall semester and before spring semester move-in, 100% of fall semester charge plus 40% of spring semester charge.
8. Documentation received during the first four weeks of spring semester, 75% of semester charge.
9. Documentation received during or after the fifth week of spring semester, 100% of semester charge.

The parties acknowledge and agree that the above stated amounts may be in addition to any attorney's fees, expenses, and costs.

**EXCEPTIONS TO THE CANCELLATION FEE:** This Contract cannot be canceled by Student after Student has electronically signed said Contract and enrolled in University classes for the Fall or Spring semesters, except in the following circumstances:

**NEW/ TRANSFER STUDENT:** New Incoming First-Year Undergraduate, Transfer Undergraduate, Law and Graduate Student who decides not to attend the University is released from his/her housing contract once written notification or email notification of cancellation is received by Housing and Residence Life. Email cancellations prior to the start of class for new and transfer students should be sent to [housing@udayton.edu](mailto:housing@udayton.edu). Cancellation charge schedule is as follows:

1. Documentation received within the first three business days after housing assignment notification and before move-in, no charge.
2. Documentation received after three business days of housing assignment notification 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 the Cancellation Fee Schedule section of this Contract. Student will have three days to move from UD housing after contract release.

**RETURNING STUDENT:** As a result of the University's first- and second-year housing requirement (see University Housing Requirement section 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/files/housing/CommuterNotarizedForm2014.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 release fee schedule in the Cancellation Fee Schedule section of this Contract.

2. Any junior or senior returning Student may request release from his/her housing Contract subject to the release fee schedule in the Cancellation Fee Schedule section of this Contract.

A returning Student may be released from his/her housing Contract per completion and approval of the Housing Cancellation Form” found on the Porches website. If released from the housing Contract, Student will have three days to move from University housing once released from contract and will be charged according to the release fee schedule in the Cancellation Fee Schedule section of this Contract.

Student who transfers, graduates, or withdraws from the University must complete the “Not Returning Form” on the Porches website. Student will be charged \$500 if documentation is received after July 1 and prior to student moving into assigned room.

If a Student withdraws from classes after moving into University housing, charges will be assessed as outlined in the Cancellation Fee Schedule section of this Contract.

Any Student who participates in a co-op, study-abroad or internship program outside a 40-mile radius of University during Fall or Spring semester will be released from his/her housing Contract per completion of the “Housing Cancellation Form” on the Porches website requesting release from housing Contract as a result of co-op or internship work or study-abroad semester. If Student receives a co-op, internship or study-abroad term after moving into University housing, charges will be assessed as outlined in the Cancellation Fee Schedule section 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.