2027-2028 STUDENT RESIDENCE AGREEMENT

When you submit an application to live in housing managed by the University of St. Thomas Department of Residence Life (campus housing on the St. Paul campus) you agree to be governed by the terms of this Student Residence Agreement, which is a legally binding contract between you and the University of St. Thomas.

The University of St. Thomas reserves the right to make changes to the terms of this Student Residence Agreement and will post the most current version on the Web site www.stthomas.edu/residence-life and notify you of any changes. If the University makes material changes to this agreement for the upcoming academic year after you submit your housing deposit, you may cancel this Student Residence Agreement and withdraw from campus housing within thirty (30) calendar days without any cancellation fee.

You also are responsible for complying with the Resident Student Handbook, the Student Conduct Code and other applicable University policies, as they may change from time to time, as part of the conditions of your residence in campus housing.

Our primary means of communication with you is through your official St. Thomas email. Any reminders, official statements, and announcements will be communicated through email. It is expected that you check your St. Thomas email account regularly and keep up with emails from the Department of Residence Life. We are not responsible for missed deadlines or any failure to timely respond to requests as a result of your failure to read or other mismanagement of your email.

This Agreement constitutes a license and permission for you to use and occupy campus housing in accordance with its terms. This permission may be revoked for the reasons described below. This Agreement does not create a lease or landlord-tenant relationship between you and St. Thomas and does not give you a property interest in campus housing.

1. Application and Effectiveness

This agreement is for fall, J-term and/or spring terms, depending on your housing application and assignment. Spring term ends 24-hours after a student's last final or 24-hours after commencement for graduating students. The offer of campus housing to you is dependent on the availability of campus housing, and we do not guarantee that all applicants will be placed in campus housing. This agreement becomes effective for incoming (new first-time, first year and transfer) students when the required housing deposit is submitted. This agreement becomes effective for returning students after the application is submitted online, therefore constituting an acceptance of all the terms and conditions within this agreement and a promise to pay all associated housing and food service charges to the University of St. Thomas.

2. Eligibility

Campus housing is available only to University of St. Thomas students. In order to be eligible for occupancy in University housing, an **undergraduate** student must be:

- A full-time degree seeking student, meaning you must be enrolled for at least 12 credit hours at the University of St. Thomas in fall and spring semesters.
- A minimum age of 17 years old by the first day of class. Students seeking an exception to this minimum age requirement may make a request in writing to the Executive Director of Residence Life and Dining Services who will then review all requests on a case-by-case basis. Regardless of your age, you understand that St. Thomas residence halls and any programming offered in St. Thomas residence halls are designed and intended for use by adults age 18 or older.

Graduate student housing may be offered depending on availability but is not guaranteed. In order to be eligible for occupancy in University housing, a **graduate** student must:

- Be an approved Fulbright teaching assistant or exchange student OR
- Be at minimum full-time credit hours for your graduate program AND
- Sign and agree to a supplemental housing agreement addendum for graduate housing.

You may drop below full-time student status and remain in campus housing only if you are in your last semester fulfilling graduation requirements or through an approved exception granted by the Department of Residence Life.

3. On-Campus Living Requirement

Full-time, undergraduate, first and second-year bachelors degree seeking students, regardless of academic class standing, are required to live on campus in Residence Life housing and purchase a meal plan. The policy typically will require four (4) semesters of residency not including summer or J-Terms for each student.

Transfer students who enter with one semester completed at another college/university are required to complete the remaining three semesters of the on-campus living requirement on campus with St. Thomas. Transfers having completed two or more semesters at another college/university are waived from the on-campus living requirement.

The University of St. Thomas recognizes that a student may want to request an exception to the on-campus living requirement. Students seeking an exception must complete the request form and process, and the request will be reviewed by a committee, which may grant or deny the exception.

4. Enrollment Deposit

An enrollment deposit of $400 must be submitted by all incoming (new, first-time first year) students to reserve their place in the class. This enrollment deposit also holds a space for first-time first-year students in campus housing. If the Office of Admissions receives written notification of cancellation from an incoming (new, first-time first year) student for Fall Semester that is postmarked May 1 or earlier the enrollment deposit will be refunded. Cancellations postmarked after May 1 and prior to the first Friday of class in the Fall semester will result in the forfeiture of the $400 enrollment deposit. Transfer students may place a $200 housing deposit with the Office of Admissions and request on-campus housing. The $200 is applied as a credit to a student account in the first term of enrollment. If the Office of Admissions receives written notification of cancellation from a transfer student for fall semester that is postmarked by August 1 the $200 housing deposit will be refunded. Cancellations for transfer students postmarked after August 1 will result in a forfeiture of the $200 housing deposit.

5. Cancellation Policy and Refunds

If you wish to cancel your campus housing and this Student Residence Agreement, you must do so through the Housing Portal. Students who are subject to the on-campus living requirement may not cancel their agreement except under limited circumstances consistent with the on-campus living requirement.

Refunds

Students who cancel their housing and meal plans during the academic year may be issued a refund in the form of an adjusted credit to their student account in accordance with the University Undergraduate Refund Schedule in effect for that academic year. Should the application of the adjusted credit result in an overall credit balance on your student account, in the absence of a "keep credit" hold, the University of St. Thomas will issue an electronic refund (eRefund) to the checking or savings account designated in your eRefund profile.

Cancellation Fees

First-year, Second-year, or Transfer students who are required to live on campus under the on-campus living requirement who apply for a housing exception after the first Friday of class of the first term the student lives in housing during the academic year are billed a $500 cancellation fee to their student account.

Transfer students who are not required to live on campus under the on-campus living requirement who cancel their housing after the first Friday of class of the first term the student lives in housing during the academic year are billed a $500 cancellation fee to their student account.

Returning students who are not required to live on campus under the on-campus living requirement and are involved in a campus housing selection process for the following year may cancel their housing request as follows:

- Returning students who are assigned into on-campus housing for the following year may cancel without any fees if they cancel within 30 days of the assignment date and if the cancellation is prior to August 1. All cancellations after August 1 will be subject to a $500 cancellation fee.
- With the exception of the timely cancellations noted above, returning students who are assigned housing for the following year and cancel their housing are billed a $500 cancellation fee to their student account.

Cancellation Fee Exceptions/Appeals:
You may request an exception to cancellation fees that otherwise would apply provided that you are 1) going on a study abroad program, 2) graduating from St. Thomas before the end of the spring semester, 3) withdrawing/transferring from St. Thomas before the end of the spring semester, 4) entering military service, 5) student teaching outside of the local area, 6) getting married, or 7) extenuating circumstances, including major financial changes or medical/mental health concerns. All requests for exceptions must be submitted in writing to the Department of Residence Life, which will review the request and make a determination whether to approve the exception. Documentation may be required for any/all requests.

Termination of Agreement by St. Thomas Based on Your Conduct, Nonpayment or Other Circumstances Specific to You
The Department of Residence Life reserves the right to terminate a Student Residence Agreement and your campus housing under the following circumstances. In these events, unused room and board charges for the remainder of the academic year may not be refunded.

- You are found to have violated any University of St. Thomas community standards (mission, convictions, policies or applicable laws), including but not limited to the Resident Student Handbook, Student Conduct Code, or any other University policy or state or local law.
- You have any unpaid charges from a previous Student Residence Agreement or with other areas of the University.
- St. Thomas determines that you pose a risk of harm to the safety of others or yourself and/or you interrupt legitimate operational processes of the University.
- Your health, safety and/or behavior is such that St. Thomas determines that campus housing is not a suitable living environment for you.
- You cease to be eligible for campus housing.

Termination of Agreement by St. Thomas for Other Reasons:
There may be other extenuating circumstances when the University will need to terminate your campus housing and this Student Residence Agreement (for example, the closing of campus housing for public health reasons, a fire or tornado that makes a room or building uninhabitable, or a substantial change in University operations). In these cases, a prorated refund in the form of an adjusted credit will be applied to your student account and no cancellation fee will be charged to you.

Moving Out Following Termination of Agreement
Student must fully move out of their space immediately upon termination of the Agreement or becoming ineligible for campus housing. A student may request support in coordinating the timeframe of their move out.

6. Room Occupancy
You are the only person allowed to occupy the space assigned to you in campus housing. You may not allow other use or occupation of your assigned space in campus housing to any other individual(s).

Assignments
Incoming (new first-time first-year and transfer) students are assigned to rooms and halls according to their living learning community request, enrollment deposit date, housing preferences, and space availability. St. Thomas reserves the right to make reassignments and temporary campus housing assignments as necessary. The University reserves the right to change room or hall assignments, to assign roommates, and to consolidate vacancies. The University also reserves the right to consolidate spaces as a part of selection, prior to occupancy, or during the occupancy period of a room.

Returning students participate in a campus housing application process during the academic year for the subsequent year's campus housing. Students who are subject to the on-campus living requirement and who do not complete the application will be assigned housing and charged for room and board for the following academic year.

Early Arrivals
The University reserves the right to approve and permit early arrivals to campus housing for academic or co-curricular reasons that support the University's mission or programs. All early arrival requests are reviewed and subject to approval by the Department of Residence Life.

Check-in

- Students required to live on campus as part of the on-campus living requirement at St. Thomas are considered checked-in to your campus housing assignment when you first access your assigned room.
- Students in their third year or greater, having completed at least four (4) full semesters at St. Thomas, or Transfer students not required to live on-campus as part of the on-campus living requirement at St. Thomas are considered checked-in to your campus housing assignment when you receive your key and/or access your assigned room. An assigned bed space will be held until 3:00 p.m. on the first Friday after classes begin each term. If you fail to check-in by this day and time, you may be considered to have cancelled your campus housing and will be subject to the enrollment forfeiture and cancellation policies in section 4 and 5 of this agreement.

Room Changes

You may change rooms only with authorization from the Department of Residence Life. Unauthorized room changes or failure to move out of a room when required may result in additional charges as determined by the Department of Residence Life.

Single Rooms

Contingent upon availability, you may request single rooms. Single room charges are billed from the date you checked in to the single room.

Break Housing

All University residence halls and apartments are open for the full academic year and do not close during holidays, breaks and J-term. To remain in the residence halls during break periods, you must sign up indicating your intention to stay during the two weeks prior to the break period. Halls are staffed at a reduced capacity during break periods. Additionally, University officials conduct safety checks of each room and apartment during break periods to maintain safe and healthy living environments throughout the year.

J-Term Housing

There is no additional charge for January Term (J-Term) housing if you are also living in Residence Life managed housing on the St. Paul campus in both the fall and spring semesters. If you are not living on campus for both the fall and spring semesters, there is a J-Term Room Fee of $700. This charge is billed to your student account. If you are moving out at the end of J-Term, the move out date is the last day of class for J-Term. All residence hall policies are enforced during J-Term.

Check-Out

You agree to follow the proper check-out procedures communicated by the Department of Residence Life when vacating your assigned space or relocating within campus housing. Failure to follow established check-out procedures may result in improper check-out charges as determined by the University. In your final term in campus housing during any academic year, you must vacate and be checked-out of your assigned space no more than 24 hours after your last final exam or no later than the last day of finals, whichever is sooner. Graduating students may stay no more than 24 hours after graduation.

7. Dining Services Policies and Meal Plan Requirements

Dining Services and Meal Plan Policies

Meal plans are for single student use only and may not be given or shared with anyone else with the exception of guest meals. Violators will be referred to the Dean of Student's Office for a violation of the Student Conduct Code. Semester meal plans are only for the designated semester and do not roll over to the following semester. Meal plans may only be adjusted through the 2nd Friday of each semester. Please complete the meal plan change form in the housing portal. For more information regarding Dining Services, please consult their Web site at http://www.stthomas.edu/dining/.

Refunds

If you cancel this Student Residence Agreement during any term, it also cancels your residential meal plan. Cancellations may be issued a refund in the form of an adjusted credit on your student account in accordance with the University Undergraduate Refund Schedule.

University Initiated Cancellations:
There may be extenuating circumstances when the University will require students to cancel their residential meal plans for circumstances outside the University's or student's control (for example, closing of all of dining services, closing campus housing for public health reasons or another substantial change in University operations). If the University requires students to cancel their residential meal plan for such reasons, students will receive a credit for unused dining dollars and unused meals that are part of a block meal plan. For students with an unlimited meal plan, the refund for meals will be prorated based on the cancellation date. Changes in service by dining services (i.e. a change to hours of operation or temporary closure of one or more dining facilities) does not constitute a cancellation of a residential meal plan.

First-Time First-Year Students' Requirement

- First-time first-year students having completed less than two (2) semesters at St. Thomas living in campus housing are required to have the unlimited meal plan regardless of credits or housing assignment location.

Returning Students' Requirement

- Students in their second year and required to live on campus as part of the on-campus living requirement at St. Thomas are required to choose a meal plan regardless of credits or housing assignment location. Meal plan options will be communicated as part of the application process.
- Students in their third year or greater, having completed at least four (4) full semesters at St. Thomas are encouraged, but not required, to purchase a meal plan and may select from any meal plan option.

Transfer Students' Requirement

- Transfer students will follow the same requirements for either a First-Time First-Year or Returning Student depending on cohort status and on-campus living requirement policy status.
- Transfer students who enter St. Thomas with two (2) semesters at another college/university will follow the same requirements as a Returning Student based on housing assignment location.

8. Rates
You agree to pay all room rates for every term for which you have been assigned to campus housing and for which you have not timely cancelled your campus housing in accordance with this Student Residence Agreement. Semester charges for room and board are billed to student accounts and processed according to the Billing and Financial Procedures of the University. The University reserves the right to adjust room and board rates in advance of any academic year covered by this agreement. Room rate increases will require a 30-day calendar notice to resident students. Your room payment is a license fee to use and occupy campus housing, not a rental payment. Meal plan rates are generally established at least thirty (30) days before the beginning of an academic year. Changes to meal plan rates are not considered a material change to this agreement.

9. Room Entry
Authorized University personnel may enter your room at any time for University operational purposes, including but not limited to a health, safety and/or sanitation concern. Additionally, room searches may occur when University officials believe a search is necessary to resolve a life, safety or health situation, or when the violation of applicable law or University policy may be occurring.

Property can be seized and removed from your room if it constitutes a health, safety or sanitation concern, an imminent danger or disruption to you or others, when the property is University owned, when applicable law or University policy is being violated, or when the property is unauthorized. The University is not responsible or liable for any loss, disposal or damage to property seized.

10. Risks and Liability
You acknowledge that there is inherent risk in community living, including but not limited to the spread of illness, fire, theft, unauthorized entry, dangerous conditions created by other residents, and other known and unknown risks. You knowingly accept these risks, both known and unknown. The University of St. Thomas is not liable for the loss, damage to, or theft of property belonging to you. The University shall not be liable for any claims for damage by reason of any injury or injuries to any person or persons, or damage to property which in any way arises out of your use and occupancy of campus housing. You hereby agree to hold the University of St. Thomas harmless

from all liabilities on account of or by reason of any such injuries, liabilities, claims, suits or losses. You are responsible for obtaining insurance coverage on your personal property.

11. Abandonment of Personal Property

If there are personal possessions left in a room or apartment after check-out or the terms of the agreement have ended, University officials will remove the items at your expense at an hourly rate of $50 per person-hour. The Department of Residence Life, without liability, has the right to dispose of any personal property left on the premises after you have checked out of campus housing for any term or after any other termination of this agreement. Additionally, an improper check-out charge and disposal charge may apply. The University may, in its discretion, ship and/or store removed items at your expense. The University is not responsible or liable for any loss, disposal or damage to property left in a room or apartment. Any charges will be billed to your student account.

12. Resident Responsibilities

You agree to observe all community standards of the University of St. Thomas, including the St. Thomas mission, convictions, university policies, all rules and regulations of the Department of Residence Life, and all applicable laws. The University's Resident Student Handbook and Student Conduct Code are incorporated by reference into this document. You agree to honor all terms and conditions stated in this agreement, the Resident Student Handbook, the Student Conduct Code and other University policies. Violations of applicable laws or policies, including but not limited to those related to alcohol and drugs, weapons possession, tampering with fire equipment, or pets, may result in removal from campus housing. For more information on conduct expectations and residence hall policies, please go to www.stthomas.edu/residence-life to access Resident Student Handbook.

13. Animals

Students are not allowed to have pets/animals in residence hall rooms or apartments nor anywhere in the residence halls, with the exception of fish confined to a private room in an aquarium. Aquariums must be no larger than 10 gallons. However, the University of St. Thomas permits service animals and approved assistance/therapy animals in campus housing in compliance with both the Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA). Resident students who need an assistance/therapy animal must contact the Disability Resources Office to request an accommodation. Students who have a service animal must notify Disability Resources, who will work with Residence Life and Public Safety to ensure that emergency responders are aware that the animal is living in campus housing.

14. Damage and Costs

You agree to be liable for damage or other loss incurred to your assigned space in campus housing, and any damage or other losses caused by you or your guests to the building, apartment, room, furniture, and/or equipment, that is not the result of ordinary wear and tear. Cleaning charges may be assessed to you if your assigned space or apartment needs cleaning above and beyond a standard cleaning at the end of the agreement terms. Damages that occur to common areas and/or public areas that are not attributable or chargeable to a specific individual or group shall be shared equally by the residents of the living area where those damages occur. You agree to pay such damages and/or cleaning charges to the University upon demand and those charges will be billed to your student account.

15. Lock Changes/Lost Keys/Card Access

Lost room keys will result in your lock being changed to protect the security and safety of you and any roommates. The cost of lock changes and key replacements will be charged to your student account. Any key not returned when you check out of campus housing or relocate to a new space will be charged to you as a full lock change to the room or apartment.

Your university ID card is used for access into buildings and may be required for access to some assigned spaces in campus housing. Lost cards should be reported immediately to the Card Office with a request to have a new card issued. You assume all responsibility for any replacement card costs.

16. Safety and Security

You shall comply with all applicable laws, St. Thomas policies, Department of Residence Life rules and regulations and all safety and security procedures in campus housing, including but not limited to the University's weapons policy, and shall not tamper with locked doors or admit unauthorized persons into buildings. Persons activating false fire alarms, tampering with or removing firefighting equipment, or interfering with firefighters are subject to prosecution under Minnesota statutes as well as disciplinary action by the University. For more information on

conduct expectations and residence hall policies, please go to www.stthomas.edu/residence-life to access the Resident Student Handbook.

Cameras are used in and around campus housing. These cameras are used as a public safety tool to assist with student conduct and public safety matters.

17. Room Care

You are responsible for removing waste materials from your assigned space in a proper manner, cleaning your rooms and any bathrooms within a suite or apartment, and maintaining sanitary and safe conditions which are acceptable to the University.

Furniture attached to the floors or walls may not be moved. Moveable furniture may not be removed. No open flame devices, including candles and incense, may be used in student rooms.

To avoid damage to windows and to facilitate the ability for emergency evacuation or communication if needed, you may not block windows or affix, permanently or temporarily, signs, posters, banners or other items to the windows of your assigned space or common spaces in campus housing.

18. Solicitation and Commercial Use Prohibited

Campus housing facilities, including common spaces and your assigned space, may not be used for any unapproved commercial enterprise, including operating a business that utilizes any physical aspect of campus housing. The Department of Residence Life reserves the right to limit commercial sales and solicitations in order to prevent disruption, to protect the safety and security of the students and to protect the students from commercial exploitation or for any other reason. The Department of Residence Life has a separate policy regarding political candidate solicitation that can be found in the Resident Student Handbook at www.stthomas.edu/residence-life.

19. Student Conduct Action

Student conduct action may be taken against St. Thomas students and other individuals on University property for violation of applicable laws, the Student Conduct Code and other University policies and Department of Residence Life rules and regulations. This may include, but is not limited to, such action as monetary retribution, fines, rescinding privileges, educational sanctions or any sanctions deemed necessary by the University to hold a student accountable for their conduct and/or to maintain order and protect the rights of students, faculty and staff.

You will be immediately suspended from occupancy of campus housing on an interim basis if the University determines continued occupancy poses substantial risk to the safety of the residents or others, or unduly interrupts legitimate operational processes of the University. Interim removal may also occur in accordance with the Student Conduct Code. Final decisions on removal from housing will be made following a student conduct process. In the event you are removed from campus housing as a disciplinary action, room and board charges for the semester may not be refunded.

20. Public Health

As a resident student, you are expected to act in a manner that demonstrates respect and care for those around you. You are required to comply with University health and safety protocols as they may change from time to time.