



MARYVILLE UNIVERSITY

HOUSING CONTRACT TERMS AND CONDITIONS

FALL 2023 - SPRING 2024

I. DURATION AND BINDING NATURE OF THE CONTRACT

The terms of this contract apply to the entire academic year as posted on the website or if entered into after the start of a semester, through the remainder of the academic year. Students who live in University housing are required to participate in the University dining program. (See section IX)

This University housing contract shall constitute a license and shall not be deemed to constitute a lease or to create or transfer an interest or a lien on real estate.

This contract becomes effective once the University receives the Housing Application and Advance Housing Payment, subject to exceptions as set forth below. Once the student accepts his/her room key/card and/or moves items into the room, **the student is financially obligated for all charges and fees associated with this contract.**

Failure to occupy an assigned space after the contract becomes effective does not constitute a valid cancellation of the contract nor does it release the student of his/her financial obligations.

By entering into a housing contract, the student agrees to comply with the terms and conditions of: this contract; the policies and regulations as listed in the Student Code of Conduct, Residential Life Living Guide, the University Catalog, other policies and procedures of the University, including all policies and procedures of the University as listed on the University website or as may be adopted, as deemed necessary by the University from time to time; and, all other rules of conduct now in effect or any that may be adopted by Maryville University during the period of this contract (the "University Policies"). As stated in the "Addendum to Housing Contract Terms and Conditions – Notice of Assumption of Risk Regarding University Housing", attached hereto and incorporated herewith (the "Addendum"), student understands and acknowledges that residing in University housing entails known and unanticipated risks as set forth in the Addendum. Student understands that such risks simply cannot be eliminated, particularly in campus living environments, and elects to reside in University housing despite the risks.

A. Eligibility for all Students

Student eligibility for University housing requires students to be enrolled in a full course load of twelve (12) credits for undergraduate students or six (6) credits for graduate students. Reducing a student's full-time credits for a semester, after this contract is in effect, is **not an approved reason to cancel the housing contract. The housing contract is for the entire academic year.** Requests for exceptions to full-time status must be submitted in advance and in writing to the Director of Residential Life.

Maryville University reserves the right and privilege to refuse any housing contract. The University is unable to accommodate housing requests from families, faculty, or staff members.

B. Application for Newly Admitted Maryville Students

Newly admitted students are defined as students who have been admitted or readmitted to the University and will begin classes at Maryville during this contract period. All other students are referred to herein as returning students.

Students wishing to live in University housing shall complete a Housing Application and submit the appropriate Advance Housing Payment. The contract becomes effective and binding upon submission of a complete Housing Application, accompanied by the appropriate Advance Housing Payment: \$300 dollars for all residential housing. Upon admission to the University, acceptance of the Housing Application by the University, and Advance Housing Payment, the University agrees to reserve a space in University housing until the second day of the academic period. If arrangements for late arrival are not made with the Residential Life Office, the space will be considered vacant and may be assigned to another student. If the space is assigned to another student and student later arrives after the second day of the academic period, but no other similar space is available, the Advance Housing Payment will be applied as a credit to the student's Student Account

A submitted Housing Application does not guarantee admission to the University. **Admission to the University is a separate process and an application to be admitted as a University student must be submitted directly with the Admissions Office.** Canceling your admission to Maryville University does not cancel your housing contract. Request to cancel your housing contract must be sent in writing (email) directly to the Residential Life Office. (See Section III and Section IV for additional information about cancellation.)

C. Housing Options and Assignments

Standard Housing Contract Options

Standard housing contracts include housing for Fall and Spring academic sessions. If the student requests housing after the beginning of the academic year or during a summer session, charges will be made on a pro-rated basis. The University reserves the right not to renew a contract.

University housing is closed during the winter break period between the Fall and Spring academic sessions. Students may leave their personal property in their housing space during the winter break period between sessions, but students are not permitted to occupy the space unless the student applies for and is approved for a Winter Break Contract through the Residential Life Office. If a Winter Break Contract is granted, student will be required to pay an additional housing fee prior to the start of the winter break housing period. The University intends to adhere to the academic schedule as currently published on the University's website, but the schedule is subject to change, in the University's sole discretion for any Force Majeure Event (as defined below).

- **Residence Hall Housing: Academic Year Contract** – Single, double, or triple occupancy in a residence hall building.
- **Apartment Housing: Academic Year Contract** - Two-bedroom and four-bedroom units are available in the Hilltop Apartments.

Alternative Housing Contract Options

- **Winter Break Contract:** Based on availability and eligibility. Please contact the Residential Life Office at 314-529-9552 or reslife@maryville.edu
- **Summer Contract:** Based on availability and eligibility. Please contact the Residential Life Office at 314-529-9552 or reslife@maryville.edu
- **8-Week Contract:** Based on availability and eligibility. Please contact the Residential Life Office at 314-529-9552 or reslife@maryville.edu

Housing Assignments

It is understood that preferences for specific buildings, room types, rooms, and/or roommates are preferences only and are not guaranteed. Roommate requests must be mutual. There is no guarantee of a single room.

The University reserves the right to make all final decisions as to assignments. The University reserves the right to move or reassign a student at any time in its sole discretion, including, but not limited to, reasons related to the health and safety of the campus. The University has the right to consolidate student residents in order to maintain efficient operations. Student residents who remain in a less than capacity room may be given the opportunity to pay the double as a single rate or move to a room with a person in a similar situation.

Individuals needing special medical accommodations should contact the Director of Disability Support and Success at (314) 529-9374 for more information about necessary documentation. All documentation should be received by June 1 for full consideration.

II. FINANCIAL RESPONSIBILITIES

If student has any outstanding balance, it must be paid or other arrangements made with the Maryville University Student Services Center before this contract can become effective. Additionally, no student with an outstanding balance may move into University housing without written approval of the Dean of Student Life, Director of Residential Life or the Director of Student Accounts

A student whose housing payment has not been received by the scheduled and agreed times will be notified in writing of the outstanding amount due and will be granted 14 days to make payment (or make arrangements to pay). Students who fail to pay or make arrangements to pay - agreeable to the Director of Student Accounts - will be declared "trespassing." After 14 days, the student will be notified that he/she must vacate his/her space within 48 hours. If the student has not vacated by this time, the contents of the student's space will be confiscated, and the lock will be changed. Any charges incurred, such as moving, storage or lock changes will be charged to the student.

All new residential students must pay an Advance Housing Payment of \$300.00. This payment is applied to the student account as a credit for the term they have completed a Housing Application and Advance Housing Payment. The Advance Housing Payment is non-refundable for newly admitted or readmitted students after May 1. However, if the newly admitted or readmitted student attends classes at Maryville, the Advance Housing Payment will be applied as a credit on their student account.

The student will be held financially responsible for costs not covered in the Terms and Conditions that are incurred by University Housing in enforcement of this contract, including but not limited to, cleaning costs, the cost of moving a student's possessions, legal fees, storage costs, damages, or non-routine maintenance. These costs will be applied directly to the student's account.

Housing payments include the following utility costs: active data jack, gas, water, sewer, electricity and trash. Apartment utility use exceeding the average utility allotment may result in charges assessed to the student(s)' University account. Phone lines are not provided.

The University will require all residential students to purchase a meal plan. **Any student living in a University housing space will be required to have a meal plan each semester.** See section IX.

III. CANCELLATION OF CONTRACT BY RETURNING MARYVILLE STUDENTS

THIS CONTRACT CANNOT BE CANCELLED AFTER JULY 15 FOR CONTRACTS BEGINNING FALL SEMESTER OR DECEMBER 1 FOR CONTRACTS BEGINNING SPRING SEMESTER WITHOUT INCURRING A CANCELLATION FEE.

All requests for cancellations of this contract shall be made by emailing a letter of cancellation to Residential Life (Reslife@maryville.edu). The decision as to whether the release will be granted will be at the University's sole discretion. Student understands and acknowledges that housing vacancies are difficult to fill during the academic year and that the University undertakes long-term obligations related to the housing and dining services that it offers. Cancellations are subject to a cancellation fee. Please see below for fees and charges:

With respects to all returning students, the following terms apply, along with the following provisions applicable to returning and new students:

- All contract cancellations received on or before July 15 (for contracts beginning in the fall semester) or on or before December 1 (for contracts beginning spring semester) will render no fee to the student.
- All contract cancellations received after July 15 and on or before August 1 (for contracts beginning in the fall semester) or after December 1 and on or before December 15 (for contracts beginning in the spring semester) will be charged a \$600.00 cancellation fee.
- All contract cancellations received after August 1 and on or before the first day of classes (for contracts beginning in the fall semester) or after December 15 and on or before the first day of classes (for contracts beginning in the spring semester) will be charged a \$600.00 cancellation fee and will be charged 20% of the contracted semester housing charges.

The below cancellation provision applies to both returning and newly admitted students:

- All contract cancellations received after the start of classes (for contracts beginning fall or spring semesters) will be charged a \$600.00 cancellation fee and will incur full semester charges.

Students are able to appeal contract cancellation fees and charges by emailing a letter of appeal to the Director of Residential Life. Each case will be decided on its individual merits and on a case-by-case basis. Appeals are not typically granted.

Any event or occurrence that prevents the University from rendering full performance under this contract, such as a Force Majeure Event (as defined below), shall not constitute grounds for cancellation of this contract by the student.

IV. CANCELLATION OF CONTRACT BY UNIVERSITY

The University reserves the right to terminate this contract for cause upon 72 hours written notice. Notwithstanding the foregoing, in situations in which a student's behavior constitutes a significant threat to the safety of students or other persons or to property of others or the University, the University may terminate this contract immediately. Other conditions which may result in the University's termination of this contract include but are not limited to:

- The student becomes delinquent in contract payments, or abandons or vacates the premises.
- The student performs an act of violence toward an individual or property, or theft of property.
- The student fails to comply with University Policies.

- The student violates the Maryville University Student Code of Conduct or state or federal laws, including without limitation to illegally possessing, selling or delivering narcotic drugs, or other materials prescribed by state or federal laws.
- The student causes significant disruption to the group living environment.
- The student is in possession of firearms or other weapons in residential housing or on campus.
- The student is found responsible for tampering with fire equipment (alarms, extinguishers, smoke detectors, sprinklers, door closures, emergency exits, fire alarm pull stations, etc.) for other than actual emergency situations or intentionally setting false fire alarms.
- The student provides false information in relation to this contract.
- A Force Majeure Event (as defined below).

Suspension or expulsion of a student from the University, or conduct of a student in violation of regulations published in the Student Code of Conduct, Residential Life Living Guide, and/or on this contract shall also constitute grounds for cancellation of this contract by the University.

No refund of the contract fees and charges (already paid or contractually obligated to be paid) will be given if this contract is cancelled by the University. No refunds of the contract fee/charges will be given if student is temporarily displaced, for any reason, from University Housing; however, in limited circumstances, any pro-rated refunds provided or applied to student account balances is in the University's sole discretion.

In case of such cancellation unrelated to concerns for safety or emergency, the University will deliver written notice to the student at least 72 hours in advance, stating the hour and date of cancellation whereupon the student must vacate the room. The student must make formal arrangements to check out with the appropriate Residential Life staff member in accordance with the cancellation notification.

V. OCCUPANCY

Eligibility to occupy University housing space requires a student to be a registered and enrolled full-time student of Maryville University, who has: entered into a housing contract with the University, paid the Advance Housing Payment, paid all outstanding University fees/charges as of the date of occupancy, and submitted the required University housing immunization documentation. Students are not permitted to assign, substitute, or share their housing space in University housing to another student or individual. Any such assignment, delegation, sublease, or other such transfer shall be void, considered a breach and cancellation of contract by the contracting student, and any person purporting to take possession under such assignment, delegation, sublease or other such transfer shall be deemed a trespasser.

Students may check in during designated time periods communicated by the Residential Life Office. University housing typically opens the Saturday prior to the start of classes, but earlier move-in dates may be offered at the discretion of the University. Students with special requests for early arrival must have prior approval from the Director of Residential Life or their designee. The Residential Life Office will issue room keys/Mobile ID for student occupancy only after the eligibility requirements for occupancy, as set forth above, have been met in full.

Student understands that student will take occupancy of the housing unit "as is," including the furniture contained therein. Furniture will not be removed from the housing unit even if student receives a single occupancy housing unit.

The University may make temporary assignments at any time in its sole discretion, including, but not limited to, placing extra students in a unit to accommodate a maximum number of students. As space becomes available, the students must move to regular accommodations.

The University reserves the right to make space changes at any time because of health and safety concerns.

Room and roommate changes may be made only with approval of Residential Life. **Any unauthorized room changes may result in the student's return to the original room and an assessment of a \$50 improper move/checkout fee, or a determination of a contract breach/cancellation by student(s).** Room changes may begin two weeks after the first day of classes. Residential Life reserves the right to deny any requests for reassignment or reassign students as needed.

A current health form with completed immunization history must be on file in the University Health Center prior to room occupancy, and must be periodically updated as mandated for University policies/protocols in place from time to time. The Director of the Health Center reserves the right to refuse occupancy or request immediate removal of a student who: (a) has failed to provide evidence of immunization against communicable diseases including, but not limited to, TB, polio, diphtheria, pertussis, tetanus, measles, rubella, mumps and others and/or (b) who has refused medically recommended treatment, including - as an example - refusing medical treatment that would protect other students from a communicable disease.

It is the responsibility of the student to have his/her room checked for damages by a Residential Life staff member when checking out or to complete the Express Check-out process. To ensure proper check-out, the student vacating University Housing must make a check-out appointment with a Resident Assistant (RA) at least 24 hours in advance of check out. If a student completes the Express Check-out process, he/she assumes responsibility for any damage assessments. An administrative fee of \$50 will be assessed to the student's account for improper checkout.

Students are responsible to keep their rooms, including bathrooms and shared spaces such as kitchens clean and to exercise reasonable care of the furnishings. Residential Life and Facilities staff members may enter all living areas at any time to perform health and safety checks as well as work on routine maintenance or work orders. If there is damage to the facility, fixtures or furnishings causing repair or replacement, or if the University must clean a room vacated by a student, a cleaning/damage fee will be assessed to the student's account.

Any student approved by Residential Life to arrive before and/or remain after the contract period will be charged a daily fee based on their housing assignment. If a student has been approved by Residential Life and/or is being sponsored by a University department or program, the department or program may incur the early arrival/late stay fees. Students that have been approved to arrive early/stay late are responsible for following all University Policies. Students found in violation may be asked to leave and may face additional disciplinary action.

A student who withdraws from the University prior to completion of the contract term must vacate 24-hours after their official withdraw date.

For the Spring academic session, non-graduating students must vacate 24-hours after their last final exam or no later than 5:00 p.m. on the last day of finals, whichever occurs first. For the Fall or Spring academic session, students who are graduating must vacate their residential housing space no later than 12 noon the day after commencement.

VI. LIABILITY

Although the University will use all reasonable efforts to protect student property, it is understood that the University is not in any way liable for the loss or theft of, or damage to, any property belonging to students. Students shall not hold the University responsible for damage or injury that may be sustained by the student or caused by breakage, leakage or obstruction of pipes, and from other latent defects not known to the University. The University has the right to restrict the amount and use of the student's furniture. Waterbeds are not allowed. The student is not allowed to remove University furnishings.

The University does not carry insurance for students or on student's property. Students are encouraged to review their or their parents/guardians' homeowners and health insurance policies for coverage or to purchase renters or other appropriate insurance. Students are expected to keep their rooms locked when they are away, even for brief periods of time.

Failure to observe all terms of this contract, to pay the fees/charges provided for herein, or failure to comply with University Policies shall, at the election of the University, be grounds for termination of the University housing contract. In the case of separation from the University or termination of the University housing contract, see Section IV.

All students must remove all belongings from their rooms at the end of the contract period or upon cancellation of a contract during the year. Failure to do so will result in a moving and/or storage cost and a fee of \$50 will be assessed to student's account for late/improper checkout. The University assumes no liability for damage to personal belongings due to moving and/or storage.

VII. REPAIRS AND MAINTENANCE

Any decorating by the student which is not approved by the Residential Life Office staff will result in charges to restore the living unit to its original condition or charges for resulting damage.

Residential Life/Facilities is responsible for maintaining living units, grounds, and public areas. If there is a problem that needs attention in the resident's living space, the student is responsible for promptly notifying facilities through the work order system.

VIII. GENERAL CONDITIONS

1. KEYS/Mobile ID

Keys and/or Mobile ID will be issued to the student for their assigned living space at check-in. Loss of keys during residency or failure to return key(s) at time of checkout will result in charges being assessed to the student for a lock change. Please refer to the Residential Life Living Guide for key information.

2. HEALTH AND SAFETY

The student is responsible for maintaining a safe, healthy environment within his/her living area. The student is required to comply with scheduled safety and cleaning responsibilities. A safety inspection is conducted in every room/apartment each term.

3. PETS

The only pets allowed in University housing are aquarium fish. Aquariums are limited in size to 10 gallons (one per resident). Fish must be removed during extended vacations or closures. Damage associated with water seepage to University property or to the property of other members of the Maryville community will be the responsibility of the owner(s) of the aquarium. Students may not volunteer to watch a pet nor have one visit. If it is confirmed that a student has an animal in their housing unit, this contract may be terminated by the University and cleaning fees may be assessed to the student's account.

4. PRIVACY RIGHTS/RIGHT OF ENTRY

University staff members/representatives are authorized to enter University housing units/space without notice when they consider that a potential threat to health, safety, or welfare of a student or other individual in the space exists. Such entry will be in the presence of the student resident except when circumstances of an emergency nature make such presence impractical. The University reserves the right

to enter living units without notice to make timely inspections, repairs, additions, during fire alarms or alterations requested by the student. University staff members/representatives may enter a room in the event that a noise disturbance (i.e. alarm clock, loud noise) is occurring in the absence of the student, or to check occupancy status of the room. If there is a University Policy violation in “plain view” the student will be held accountable for the violation. Other students or family members will not be admitted to a room in the absence of the student residents unless prior written permission was arranged through the Director of Residential Life or designee. If it becomes necessary to search a room, the University staff member/representative must acquire internal permission to search from the Director of Residential Life or their designee, the Director of Public Safety, the Dean of Students or the Vice President for Student Life. Searches of criminal proceedings will be performed by law enforcement officials and in accordance with all due process as guaranteed by law.

5. WEAPONS/EXPLOSIVES

Dangerous weapons, including but not limited to firearms, martial arts equipment, hunting knives, bow and arrows, swords, paintball guns, and ammunition are not permitted in any University housing facility. Flammable liquids (i.e., gas, kerosene, camp fuel, etc.), explosives of any nature, including fireworks, are not permitted in living units or the surrounding areas.

<https://www.maryville.edu/policies/firearms-and-concealed-weapons-prohibition/>

6. ALCOHOL/DRUGS

Alcoholic beverages may be in possession of and consumed by persons of legal age in their assigned living area or within another living area where all occupants of that area are of legal age. The living area is defined as the living unit and does not include lounges, hallways, breezeways, multi-purpose rooms, laundry rooms, balconies, patios, grounds, or other public areas. **Kegs are not allowed and will be confiscated. Possession of kegs may lead to termination of the contract.** Possession or use of illegal drugs or drug paraphernalia in any on-campus housing unit or surrounding area will result in disciplinary action up to and including termination of residency.

<https://www.maryville.edu/policies/alcohol-and-controlled-substances-policy>

7. GUESTS

The University restricts the number of guests in living units, including overnight guests. A student who wishes to house a guest in his/her room may do so for a period of **no more than three (3) nights consecutively and no more than a total of ten (10) nights per semester upon the consent of his/her roommate(s)**. The student is not permitted to sublease or provide routine lodging to guests. No guest may be housed in lounges or any other public areas in University Housing. Guests are subject to the same rules and regulations as all students. The host student is responsible for all the actions of his/her guest(s). Guests may be asked to leave housing immediately if found involved in any University Policy violations. Overnight guests are not permitted until the second week of classes of each semester and overnight guests are not permitted during the week of final exams each semester.

The University may modify guest and visitor policies at any time and for any reason in its sole discretion. The current policies and guidelines will be communicated to all students. ([See Residential Life Living Guide](#)).

8. SOLICITATION

Door-to-door salespeople or solicitors are not permitted in/on University housing premises. Off-campus vendors are not allowed to solicit business in University housing. Residents are not allowed to conduct businesses from their residence hall or apartment. These businesses include advertised services such as Mary Kay, nail design, hair styling, babysitting, and computer hardware servicing where money is exchanged (*the aforementioned services are meant as examples and do not constitute an exhaustive*



/list). A campus organization wishing to solicit in or around on-campus housing units must seek permission of the Director of Residential Life.

9. SMOKING/CANDLES/INCENSE

Smoking of any kind, burning of incense, candles or any other open flame, is not permitted in any residential living unit. Maryville University is a smoke free campus. Smoking is only allowed in vehicles. (<https://www.maryville.edu/policies/smoking-policy/>)

10. TRASH REMOVAL

Garbage and trash removal is provided by the University. The student is responsible for disposing trash and garbage from his/her housing unit to the designated areas provided by Residential Life. Residential Life reserves the right to institute fines for trash being left out in public areas in the residence halls and at the apartments.

11. APPLIANCES

The University reserves the right to control use of appliances. The student may not move or disconnect University installed appliances.

12. CONDUCT

Students living in on-campus housing are expected to conform to standards of conduct consistent with the educational objectives and priorities of Maryville University. Respect and consideration for the rights of others and their needs for study and rest must receive priority over other needs. Every student is expected to respond appropriately to requests from University staff members and fellow students concerning behavior which does not honor this priority.

IX. FOOD SERVICE

Any student living in University housing will be required to have a meal plan each semester.

Meals are included **only** when University housing is open and may be limited/unavailable during break periods (e.g. Thanksgiving Break, Winter Break, and Spring Break) or housing closures. If a student receives permission to occupy University housing while University housing is otherwise closed, Meals are not included. Meal plans begin at noon the Saturday prior to the first day of classes, but the University will notify students about move-in dates and procedures. The University intends to adhere to the schedule as currently published on the University's website, but the schedule is subject to change, in the University's sole discretion for any reason, including but not limited to a Force Majeure Event (as defined below). Changes to academic calendar start dates, end dates, breaks, etc., will be communicated with as much advance notice as reasonably possible.

X. GENERAL REQUIREMENTS

Through the submission of a Housing Application, the student agrees, during the term of his/her occupancy in University housing, to comply with as the terms and conditions of this contract, along with all University Policies, as defined above. University Policies are published on the University website, in the University Catalog, Student Code of Conduct, the Residential Life Living Guide, etc. This contract supersedes all previous contracts related to University housing and dining as well as any verbal statements or telephone conversations concerning this contract.

The University's nonperformance of any obligation or duty under this contract will be excused to the extent that the performance is prevented by any act of God or circumstance beyond the University's control, including, without limitation, fire, war, riots, flood, earthquake, weather, health emergency, pandemic, epidemic, labor dispute, civil disturbance, governmental acts or orders or restrictions, or power or communications failure (each a "Force Majeure Event"). Housing and food service charges under this contract are non-refundable except as expressly stated herein and it will be in the University's sole discretion whether students will receive a refund or a credit for housing and dining charges during a Force Majeure Event.

THE STUDENT AGREES TO THE TERMS OF THE MARYVILLE UNIVERSITY NETWORK USER GUIDELINES.

THE UNIVERSITY RESERVES THE RIGHT NOT TO ENTER INTO (AND/OR TERMINATE) A CONTRACT FOR ANYONE WHO, IN THE JUDGEMENT OF THE UNIVERSITY, REPRESENTS A THREAT TO THE HEALTH, SAFETY, AND WELFARE OF EITHER THEMSELVES OR OTHERS, OR AS OTHERWISE SET FORTH IN SECTION IV ABOVE.

THE STUDENT (AND THE STUDENT'S PARENT OR GUARDIAN) ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHERMORE, THE STUDENT (AND THE STUDENT'S PARENT OR GUARDIAN) AGREES THAT THIS CONTRACT SHALL NOT BE BINDING ON THE BOARD OF TRUSTEES OR MARYVILLE UNIVERSITY UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF MARYVILLE UNIVERSITY.

Maryville University of Saint Louis is committed to a policy of equal opportunity and prohibiting harassment and discrimination on the basis of race, color, gender, age, marital status, religion, national origin, disability and Vietnam or disabled veteran status. In addition, Maryville University is committed to equality of opportunity and prevention of discrimination or harassment on the basis of sexual orientation.

ADDENDUM TO HOUSING CONTRACT TERMS AND CONDITIONS
NOTICE AND ASSUMPTION OF RISK REGARDING UNIVERSITY HOUSING

In consideration of the services provided by Maryville University, its board, trustees, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "UNIVERSITY"), I hereby agree and acknowledge as follows:

1. I acknowledge that residing in University housing entails known and unanticipated risks, which could result in physical, mental or emotional injury or trauma, sickness, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated.
2. I further acknowledge that residing in University housing entails known and unanticipated risks related to communicable disease, both known and unknown, including, but not limited to COVID-19, meningitis, tuberculous, and any health consequences due to such exposure or infection. I understand that such risks may vary based on housing arrangements, including, room occupancy, bathroom configurations, and shared spaces such as kitchens. I understand that these risks cannot be eliminated. I also understand that I cannot be guaranteed that I will not contract a communicable disease, including COVID-19, meningitis, or tuberculous while residing in University housing.
3. I understand that by choosing to reside in University housing, I may be required to quarantine or isolate in University housing if I am exposed to or infected by a communicable disease. I further understand that I may be required to leave campus, including being required to return home, for an indeterminant amount of time if I am exposed to or infected by a communicable disease.
4. I understand that by choosing to reside in University housing with a roommate or suitemate, I may be required to quarantine or isolate in University housing with my roommate or suitemate for an indeterminant amount of time if my roommate/suitemate or I am exposed to or infected by a communicable disease.
5. I expressly agree and promise to accept and assume the risks existing with residing in University housing. My decision to reside in University housing is purely voluntary, and I elect to participate despite the risks. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I agree that if any portion of this Addendum is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I understand that this Addendum is incorporated into my Housing Contract with the University. To the extent that this Addendum conflicts with my Housing Contract, I agree that the terms of the Housing Contract will control.