

University Housing and Dining Contract

Please read all provisions of the University Housing and Dining Contract (“Contract”) as you are legally bound by these terms and conditions.

In its sole and absolute discretion, Delaware State University (“University”) reserves the right to change or alter the terms or conditions of occupancy during the contract term for any reason, including, without limitation, a public health emergency (e.g., COVID). Residents agree to the terms of this Contract when they accept admission into Delaware State University. The Contract remains in force until the Resident is no longer a student at Delaware State University.

1. GENERAL TERMS AND CONDITIONS

The Housing and Dining Contract is made between the University (“University”) and the student (“Resident”). At the University, we believe that education involves (1) responsible citizenship in the University community, (2) the personal enrichment of each Resident, (3) experience and participation in independent processes, and (4) the development of a lifelong companionship with people and ideas. Program facilitated by the Department of Residential Education contributes significantly to achieving these educational goals. The Departments of Housing and Residential Education (individually or collectively referred to as (“Housing Departments”)) are tasked with implementing the terms of this contract.

For the purposes of this Contract, the term “University Housing” refers to all housing units, including residential halls and apartments. If any term refers to a specific University Housing location, it will be identified by name.

The University does not discriminate on the basis of race, color, religion, disability, gender, gender expression, pregnancy, sex, age, marital status, sexual orientation, political affiliation, or national or ethnic origin in the administration of its housing facilities.

This Contract has been prepared to provide you with information regarding the policies and regulations adopted to carry out these educational objectives. All Residents are responsible for the content of this Contract and University policies and procedures. All decisions affecting University policy will be posted on the University website. Residents are responsible for information in the University policies, student email messages, voice mail messages, and any notices sent to University Housing or posted in living/common areas.

The University will provide University Housing to the Resident for fall and spring terms, exclusive of vacation periods or any other period when the University is officially closed (“Contract Period”) unless the Resident has been approved for housing outside the Contract Period. An additional fee will be assessed for housing used or provided outside of the regular Contract Period. University Housing service, including access to the assigned hall and/or room, begins on the official Opening Day announced by the Housing Departments and/or University calendar, which specifies opening and closing dates. Failure to comply may result in disciplinary action and/or an imposed fine. Early check-in is NOT permitted.

Housing is not guaranteed to Residents who have chosen or have been required to leave their assigned University Housing for reasons including, but not limited to, moving off campus, commuting to and from campus, and disciplinary and/or academic removal. Residents who want to return to housing after time away must submit a new housing application. The student may be placed on the University Housing waiting list or in available spaces at the sole discretion of the Housing Departments before or during a semester.

2. MEAL PLAN

All University Housing Residents (excluding only DSU Courtyard Residents) are required to participate in the Resident Dining Plan.

To change a meal plan prior to school opening and within the first two weeks of the semester, you must contact the University Housing Office at 302.857.6326. Residents requiring a special diet due to medical reasons must contact the Center for Disability Resources (CDR) at 302.857.7060 to inquire about accommodations.

3. REFUND POLICY – HOUSING AND MEAL PLANS

Students who have registered for University Housing and/or meal plans and no longer wish to attend the University and/or reside in housing must obtain a move-out form from their housing building’s front desk or main office. The student’s housing key must be returned within the timelines listed below. There will be no refunds of meal plan fees. All University Housing refunds are subject to the following schedule:

Refund Schedule

Period from Move-in Day	Refundable Housing Fee	Refundable Meal Plan Fee
Any time prior to Move in Day	100%	0%
Move In Day to the Last Day for Adding Classes	80%	0%
Any time after Last Day for Adding Classes	0%	0%

Students who register for housing and/or meal plans after the Last Day for Adding Classes are:

- a) Not entitled to a housing refund under any circumstances.
- b) Not able to reduce their meal plan under any circumstances.
- c) Not entitled to a prorated fee for University Housing and/or Meal Plan.

Refunds will not be granted for temporary suspension of University Housing and/or meal services that result from an emergency, act of God, force majeure event, or other exigency (see paragraph 25).

4. FRESHMAN HOUSING

Any freshman student who is accepted at the University as a full-time student may enter into this Contract subject to room availability. All freshman students living in University housing are required to have the Sodexo 19 meal plan.

All first-year students (including transfer students with fewer than 29 transferable credit hours) are required to live in University housing. The following exceptions apply with verification:

- a) Students who will be residing with parent(s) and/or legal guardian(s) within a 50-mile radius of main campus;
- b) Students who are active military;
- c) Married students;
- d) Students with child(ren); or
- e) Students 21 years of age or older.

5. UPPERCLASSMEN HOUSING

Upperclassmen students are welcome and encouraged to live on campus. The DSU University Village and DSU Courtyards are available to upperclassmen with 30 or more semester credit hours. These units are under the supervision of the Departments of Housing and Residential Education and are subject to all the policies, terms, and conditions related to campus housing.

Any exceptions/modifications to residency requirements are determined at the sole discretion of the head of the Department of Housing.

6. HOUSING ASSIGNMENT

The University Housing Office is responsible for developing and implementing a process for assigning University Housing to students. While efforts are made to honor residence hall and roommate requests, the University reserves the right to make assignments, reassignments, or adjustments that may be deemed necessary. Each student agrees to meet the terms of the room assignment procedure as publicized by the Housing Departments. Failure to meet these terms may forfeit the student's right to a housing assignment. The University's failure to honor a preference will not void the Contract.

The University reserves the right to assign students to short-term or temporary housing according to applications, space availability, and other housing needs including, but not limited to, health concerns. The University reserves the right to change room assignments at any time.

The University reserves the right to consolidate vacancies by requiring Residents to move to other University Housing. The University reserves the right to change room assignments for any reason, including but not limited to promoting the well-being and safety of Residents; maintaining, operating, renovating, or repairing facilities; establishing a special interest building, floor, unit, or section; to convert rooms for occupancy by the opposite sex, to fill a University Housing unit, for disciplinary reasons, for incompatibility of roommates, or for any other reasonable purposes. When roommate conflicts occur and the Residents cannot resolve their differences, the Housing Departments may choose to move the Resident(s) of the University Housing unit to any vacant spaces. Residents will be responsible for any difference in costs.

When a vacancy occurs, the University reserves the right to assign a new occupant. If the Resident assigned to the University Housing is resistant to the new occupant moving in, the current Resident may be charged the cost of a single space. This open space should be readily available with no inconvenience to the newly assigned resident. It is the responsibility of the student assigned to the

room to ensure the readiness of that space. Failure to prepare the space for a new occupant may result in a fine and/or disciplinary action.

Residents are prohibited from transferring, assigning, subletting, or housing unauthorized guests. University Housing cannot be occupied by anyone other than the assigned Resident(s). Residents cannot use or permit the University Housing and/or common areas to be used for any purpose other than that of a private dwelling. Residents who violate this policy may face termination of Housing without refund and/or other judicial disciplinary action. The University reserves the right to restrict a guest's access to any residence hall.

7. CONDITIONS OF OCCUPANCY

Student occupancy in University Housing is conditioned upon continued full-time registration, good academic standing, compliance with all the rules and regulations of the University, and all financial obligations being paid prior to the beginning of each semester. The University may cancel room assignments if the balance is not paid by the due date or if alternate payment arrangements have not been approved by the University's Office of Student Accounts. During official closing dates, Residents must vacate University Housing. This includes Thanksgiving Recess, Winter Recess, Spring Break, Summer Recess, and when otherwise directed by the University.

At the end of each semester, Residents are required to move out no later than twenty-four (24) hours after their last final exam or at the official time University Housing closes, whichever comes first.

University Housing will close as announced by the Housing Departments. Residents must vacate their living space by the time indicated in the posted closing notice. Failure to vacate and properly secure the room may result in an imposition of fees, fines, and/or judicial action. Opening times will be announced in writing in advance. Residents are not permitted to enter University Housing prior to the official "Opening Day" of the residence halls.

Requests for Use of Housing Facilities During Closure Periods: Residents with a legitimate academic need or with severe or extenuating circumstances can submit a written request to the Housing Office using the **Housing Exception Form**. All requests for exceptions must be submitted at least ten (10) business days before the break and are not guaranteed. Residents who are granted exceptions to arrive early, stay late, or occupy space during a break period will be assessed a fee of \$50.00 per night of occupancy. A two thousand five-hundred-dollars (\$2,500.00) fine will be assessed to those students who occupy University Housing without authorization. Unauthorized residents may be subject to additional fees, fines, and/or judicial action.

8. CONTRACT TERMINATION

A. Termination without Refund

The University will terminate the Contract prior to the expiration date for any of the following reasons:

- a) The resident has been deleted from the University's system for nonpayment and/or has failed to meet financial obligations.
- b) The resident is dismissed from the University for academic reasons, disciplinary reasons, and/or criminal activity.

Residents removed for disciplinary reasons and/or criminal activity prior to the expiration of the Contract will be held accountable for 100% of housing/boarding costs and meal plans for the semester. If the Resident is appealing the dismissal, they may retain their residency if the Housing Departments deem, in its sole discretion, that the Resident poses no threat to themselves or the campus community until the final decision has been made. If the appeal decision is upheld, the Resident must vacate the premises 24 hours after official notification.

Residents who are graduating have the option of remaining until twenty-four (24) hours after the graduation ceremony.

B. Contract Violation

The University reserves the right to use a student's disciplinary status (i.e., violation of University/Housing ordinances, regulations, and/or policies) and/or criminal history (i.e., felonies, sex crimes, violent acts, or other offenses, whether charges or adjudications) as a factor in providing or terminating on-campus housing.

Procedures for Contract Violations

As authorized by the University, the Housing Department (s) staff is responsible for investigating cases in which Resident(s) allegedly violated the terms and conditions of the Contract. A Resident is informed in writing of the alleged violation and has three (3) calendar days to respond to the allegations. Based on the information gathered, the Housing Departments will issue the Resident an outcome in writing.

C. Study Abroad Program

Residents must submit a written request for early contract termination based on participation in a University-sponsored study abroad program at least 15 days prior to the date of travel. The minimum period of termination based on participation in University-sponsored study abroad is at least one full semester. The resident must remove all items from University Housing or be charged the full fee for the contract.

9. REQUEST FOR ROOM/APARTMENT CHANGES

Room changes may be permitted throughout the academic year except for designated periods during the semester upon approval by the Housing Departments. Residents must follow the policy and procedures in room changes as advertised by the Housing Departments. Room changes will not be permitted for the first three (3) weeks of any semester to allow the Housing Departments the opportunity to finalize occupancy. Room changes will not occur while students are in temporary housing.

Residents are prohibited from vacating, exchanging, or transferring rooms/apartments without prior written authorization from the Housing Departments. Residents who are not granted authorization may face disciplinary action and/or have a fine imposed. Residents who withdraw from University Housing without proper authorization from the Housing Departments will be assessed a \$500.00 improper checkout fee and may be assessed other fees as detailed in university policy.

10. VEHICLE PARKING

These regulations apply to the owner(s) or registrant(s) of a vehicle as well as any individual who operates the registered vehicle if owned or registered to another individual. Residents are required to obtain a University parking permit each semester/year and adhere to all parking rules and regulations.

Residents with less than thirty (30) credit hours are not allowed to secure a parking permit or park on campus. Residents who are eligible to obtain a parking permit and are allowed to park on campus must obey all posted parking and speed regulations and park in the designated parking areas.

Only one properly tagged and functioning passenger motor vehicle or truck (with no commercial lettering) not in excess of 3/4 ton GVW (Gross Vehicle Weight) is permitted per Resident. Trailers, campers, or boats are not permitted.

Residents are prohibited from using any parking area on university property for the storage or repair of any motor vehicle or other property, and the Resident will remove any unauthorized vehicles or other property from said parking areas promptly at the request of University officials. If a Resident fails to comply with the parking policy, the Resident will be responsible for paying any citations issued by the University.

Unauthorized vehicles or other property towed or removed and stored will be done at the risk and expense of the owner. Any vehicle or other property parked or stored so as to block or inhibit access to any dumpster or fire lane will be towed or removed at the owner's risk and expense.

Residents are liable for any interference with or vandalism of security devices, gates, or other University property, by Residents and/or other guests.

11. MATERNITY POLICY

The intent of this policy is to promote the safety and well-being of all students attending the University. This policy specifically refers to a Resident who is pregnant or becomes pregnant while occupying University Housing.

The University's Campus Health Center will not provide prenatal care, and the University assumes no liability or responsibility for the Resident's pregnancy, including but not limited to prenatal care, miscarriage or other complications, termination of pregnancy, or birth.

The following conditions must be adhered to in order to maintain occupancy in University Housing:

- a) The Resident must comply with all policies and procedures for University Housing.
- b) To ensure the health and safety of the residents, it is strongly recommended that they receive prenatal care while at school and that they obtain a local provider. Transportation is the individual's responsibility. In the event of an emergency, an ambulance will be called. All costs incurred will be the Resident's responsibility. The University does not permit children of any age to live in University Housing.

12. CHECK-IN/CHECK-OUT REQUIREMENTS

Residents are responsible for check-in and check-out of assigned rooms as directed by the Housing Departments. At the time of moving in and out of University Housing, all Residents are required to complete a Condition Report form. Failure to do so prevents verification of room condition at the time of move-in to be compared against the room condition at the time of move-out. If a Resident fails to complete a move-in or move-out form, they must accept the University's assessment of damages and be subject to fines and/or repair costs. Residents who choose to fill out an express checkout form waive their right to appeal any damages.

13. KEYS/LOCKS

The University provides a lock for the exterior door of each room or apartment in University Housing. The Resident agrees to neither add additional locks or other security devices on any doors (including bedrooms, etc.) nor change any existing locks. The duplication of any keys is strictly prohibited. Each Resident must return all keys (apartment/room, mailbox) at the time of move out, authorized room change, or upon withdrawal from the University. During check-out procedures, room and apartment keys must be turned in at the time stated in the guidelines established by the Housing Departments. Failure to return all keys will result in a fee being assessed to the resident for a door lock replacement and a new set of keys. In the event the Resident loses a room/apartment key, they must report this to the Residence Director immediately and follow the guidelines established by the Housing Departments to be reissued a key. A fee will be charged to occupants for replacement of lost keys and/or door lock replacements.

14. ROOM AND APARTMENT PAINTING/FURNISHINGS/CARE

University housing units are supplied with appropriate furniture and furnishings as determined by the Housing Departments. Residents are not permitted to remodel, paint, or make any structural changes to University Housing. Residents cannot attach, detach, or remove any furniture, appliances, or equipment from housing premises or repair any damages.

The University has the right to enter University Housing for repairs, general maintenance of residential facilities, cleaning, and/or health and safety inspections. Residents must report all maintenance concerns to the Facilities Department in a timely manner by sending an email to redalerts@desu.edu (main campus) or workordersdt@desu.edu (downtown campus).

Residents are responsible for maintaining a clean and sanitary room or apartment, which is expected to be returned in the same clean condition upon moving out from university housing; normal wear and tear is excluded and is determined at the University's sole discretion. Damages created in University Housing must be repaired by the appropriate University designee.

15. ROOM, APARTMENT AND SUITE INSPECTION

The University reserves the right to take appropriate steps to resolve unsafe or unsanitary conditions. A Resident's right to privacy will be respected; however, in cases when the University becomes aware of reasonable information suggesting a Resident may be in violation of university policy and/or the Housing and Dining Contract, the Departments of Housing and Residential Education, Public Safety, or other University Designee, may authorize a room/apartment inspection.

The University reserves the right to enter and inspect rooms without notice for purposes of:

- a) repairs, maintenance, and facility improvements;
- b) recovery of University/state/local government-owned property not authorized for use in the assigned space;
- c) fire, health, and safety inspections are made periodically, as well as during closing/vacation periods;
- d) when there is a reasonable basis to believe that an emergency exists (including but not limited to fire, accidents, sickness, or danger to the health and welfare of Residents);
- e) inspection; and
- f) when there is a reasonable basis to believe that a University policy is being violated.

16. DAMAGES

Residents will be responsible for damages and cost of repairs made by the Resident to University Housing and/or University-operated property with the exception of normal wear and tear during the agreed-upon time of occupancy. Each Resident is responsible for damages inflicted by their guest(s). The cost of repair(s) completed during the Resident's time of occupancy will be taken from their deposit. If the cost exceeds their deposit amount, the Resident will be responsible for paying the difference upon completion of the repairs. Residents will be assessed a charge for any conditions that exist on the living premises at the end of their occupancy. Conditions include but are not limited to:

- a) Unassembled or missing furniture
- b) Personal belongings/furniture left in room/apartment
- c) Room left in an unsanitary condition requiring excessive cleaning of furniture, floors,
- d) carpets, walls, etc.
- e) Paint, Wallpaper, LED lights, Wall strips, or any other manipulation or change to University walls;
- f) Damaged or missing ceiling tiles
- g) Damaged or missing smoke detector or sprinkler system
- h) Damaged or removed window blinds and/or screens from windows
- i) Cinder blocks left in room/apartment
- j) Fumigation due to illegal pets
- J. Writings, graffiti, decor, or other damage
- k) Patching and painting of holes
- l) Repair/replacement of appliances or other equipment
- m) Installation of any hardware or equipment

Resident(s) of the University Housing unit will be charged on a prorated basis for the cost of repair if a specific individual cannot be identified as causing the damage to a University Housing unit. Damages that occur in a common area will be repaired at the cost of all the Residents residing in the University Housing building. This shall be assessed to the Resident(s) at the sole discretion of the Housing Departments.

Any Resident who appeals a damage charge must submit a written appeal request to Residential Education within ten (10) business days after the date the charge was assessed. Appeals submitted after ten (10) business days will not be reviewed, charges will not be reversed, and monies will not be reimbursed. The Department of Residential Education will issue a written decision regarding an appeal.

17. LIABILITY/RESPONSIBILITY FOR PERSONAL PROPERTY

The University assumes no legal obligation for damage, theft, or loss of personal property. The University cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests, or visitors.

The University will not reimburse the Resident or their parents, guardians, or guests for damaged, lost, or stolen personal property. Residents are strongly encouraged to obtain appropriate insurance and are urged to lock their University Housing at all times, as students are not covered under the University's insurance policies. When residents purchase insurance coverage, they should keep the replacement cost of their items in mind.

Residents hereby release the University, its trustees, officers, agents, faculty, and staff from any liability related to any accident, injury, illness, property damage, theft, or loss that is not caused by the University's negligence, intentional act, or omission.

If the Resident fails to remove their personal property on their move-out date, the property will be considered abandoned and will be disposed of at the sole discretion of the University. The University assumes no liability for abandoned property and has no obligation to store personal property. Residents have five days from the issuance of notice of abandoned property to remove their property or request an extension in writing.

18. NO STORAGE OF PERSONAL ITEMS

Residents are responsible for immediately removing their personal property from University Housing upon termination of the contract, upon closure, or on the Resident's designated move-out date unless Residents have been granted housing privileges during the recess, closure, or after their move-out date. The University reserves the right to request that Residents remove their personal property from University Housing at any time. The University is not responsible for the damage, loss, or theft of any personal property. Residents will be fined the normal prorated room rate for each day their personal items remain in the room during closure or upon termination of the contract. (See "Requests for Use of Housing Facilities During Closure Periods" in paragraph 7).

19. SANCTIONS

The University may impose the following sanctions on Residents found responsible for violating the terms and conditions of the Contract or violating Housing Terms & Conditions or other University policies:

- a) Educational Discussion;
- b) Official Written Reprimand;
- c) Conduct Probation;
- d) Deferred Removal;
- e) Temporary/permanent reassignment to another room, apartment, or suite;
- f) Termination of Contract: Residents involved in non-severe violations have a maximum of three (3) days to vacate University Housing. Residents involved in severe violations have a maximum of twenty-four (24) hours to vacate University Housing. The severity of violations shall be determined at the sole discretion of the University.

20. HOUSING TERMS AND CONDITIONS VIOLATIONS

Violations include but are not limited to:

- a) The attempt of or the taking of another life.
- b) Sale, purchase, consumption, and/or distribution of illegal drugs
- c) Physical acts or verbal threats of violence, intimidation, coercion, or harassment against others
- d) Damage, destruction, or theft of university property or the property of others
- e) Tampering with or misusing elevators
- f) Tampering with or misusing fire suppression or warning equipment
- g) Use or possession of firearms, explosives, fireworks, or dangerous weapons
- h) Use or storage of flammable liquids or other dangerous substances
- i) Setting fires
- j) Refusal to accept cancellation of a Housing Contract
- k) Nonpayment of charges or restitution
- l) Failure to complete required participation in an educational-based violation sanction
- m) Required removal of items from room or hall (e.g., flammable liquid, pet(s), or amplified equipment)
- n) Any violation of the Student Code of Conduct Handbook

Residents who are responsible for violating the terms and conditions of the Contract may also face disciplinary action under the University judicial process.

21. ZERO TOLERANCE VIOLATION(S)

Zero tolerance violations include:

- a) Drugs (possession, consumption or distribution)
- b) Alcohol (Delaware State University is a DRY campus)
- c) Fighting/Assault & Battery
- d) Hazing/Illegal Pledging
- e) Sexual Assault and Rape
- f) Weapons/Firearms/Explosives (possession or use)
- g) Other Criminal Acts (including, but not limited to, burglary, robbery, arson, identity theft, and forgery)
- h) Failure to comply with any University health and safety policy or protocol

Zero-tolerance violations may result in:

- a) A meeting with and/or referral to the Office of Student Judicial Affairs for possible disciplinary sanctions;
- b) Referral for criminal prosecution;
- c) Interim suspension from the University should the violator be deemed threatening or dangerous to self or others and/or
- d) Termination of Contract.

22. SEXUALLY VIOLENT OFFENDERS REGISTRATION ACT

The Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act (The Wetterling Act), as amended by the Campus Crimes Prevention Act, requires that each

college or university disclose/track convicted, registered sex offenders who are enrolled or have jobs on the campus. Individuals who have been convicted and are required to register under this act are not eligible to reside in University Housing. Students may access this information at <https://sexoffender.dsp.delaware.gov>.

Additionally, individuals with felony conviction records—including being listed on any state’s sex offender registry list—are not eligible to obtain housing in any University Housing. The University reserves the right to conduct background checks at any time.

23. BACKGROUND CHECKS

The University reserves the right to obtain background checks for student housing applicants. The University also reserves the right to restrict access to housing for individuals who have a sex offense or felony conviction. To obtain a waiver from this restriction, applicants who have other felony convictions are required to submit a detailed summary of the offense(s) from an appropriate judicial or corrections official, including copies of police reports, sentencing reports, or other evidence satisfactory to the University Department of Public Safety. The University Department of Public Safety will review your application, and you will be notified in writing of the decision regarding your housing. If it is determined by the University that you have failed to disclose the fact that you have a felony record or that you have failed to provide the appropriate information regarding any felony convictions, your application and/or housing assignment will be immediately revoked. The University reserves the right to deny housing to any student consistent with the goals and objectives as outlined in the Housing and Residence Life Mission Statement.

24. CONSUMER PROTECTION FOR THIRD PARTY OWNED HOUSING

If at any time during the term of the term of this Contract, the Trustee or the designee of the Trustee, or a subsequent purchaser at a foreclosure sale from the Trustee, shall become the owner of the Third Party Owned Housing, the resident under such Housing Contract agrees, at the election and upon demand of any owner of the Project, to attorn, from time to time, to any such owner upon the terms and conditions set forth in the residency Contract and further, that at the request of the party to whom it has attorned, it will execute, acknowledge and deliver, without charge, from time to time, instruments acknowledging such attornment. The attornment clause shall also provide that upon such attornment, the Housing Contract shall continue in full force and effect as, or as if it were, a direct Housing Contract between the successor and the resident under such Housing Contract, except that the successor landlord shall not (A) have any liability for any previous act or omission of a predecessor landlord under the Housing Contract; (B) be bound by any previous modification of the Housing Contract, unless such modification or prepayment shall have been expressly approved in writing by the Issuer and the Trustee; or (C) have any liability for refusal or failure to perform or complete landlord’s work or otherwise prepare the demised premises for occupancy in accordance with the provisions of the Housing Contract. This section shall apply only to students who are under a valid Housing Contract and assigned to third party-owned housing on the University’s campus.

25. FORCE MAJEURE

The University assumes no responsibility or liability for failure to perform any terms or conditions of this contract due to circumstances beyond its control. The obligations of the University under

this contract to provide housing, dining services, and any other contracted services may be suspended or terminated if prevented or delayed as a result of a storm, flood, or other acts of God, order, rule, or regulation of federal, state, municipal or other local, state or governmental agency; state, local, or federal state of emergency order; as a result of legislative, judicial or gubernatorial deauthorization; pandemic, epidemic, fire, war, rebellion, scarcity of water, insurrection, riots, strikes, employee job actions, or as a result of any cause whatsoever beyond the control of the University. The University shall not be liable for any damages occurring as a result of suspension or termination of the Contract.

Room and board fees are non-refundable except as provided in paragraph 3 – Refund Policy. Should the University need to close due to force majeure or other exigency, students will not be reimbursed or pro-rated for time not spent in their University Housing.

26. WAIVER

No delay or failure to exercise any right or power granted under the Contract shall impair any such right or power or be construed to be a waiver thereof.

27. SEVERABILITY

If any term or provision, or any portion thereof, of this Contract, is declared invalid or unenforceable for any reason, the remainder of this Contract shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

28. GOVERNING LAW

This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles, and shall be subject to dispute in a Delaware court of competent jurisdiction.