

NEW STUDENT CONTRACT

2009-2010 DRAKE UNIVERSITY RESIDENCE HALL AND DINING SERVICE CONTRACT

Name _____ Drake ID # _____
(Please Print) Last First Middle

Home Address _____
Street City State Zip

Home Telephone # (_____) _____ Date of Birth _____ Female Male Major _____

Parent or Guardian Name(s) _____ Telephone # (_____) _____
(Please Print) Last First

Parent or Guardian Address(es) _____
Street City State Zip

For Office Use Only

Hall _____ Date Contract Rec'd _____
Room _____ Check # _____ Receipt # _____
Phone # _____ FYS # _____

2009-2010 University Classification: FR SO JR/DP1 SR/DP2 DP3/DP4 Other Intensive English Program

1. Meal Plans (Choice of one required. If no plan is checked, the 14 meal plan will be assigned.)
 any **21 meals** per week any **14 meals** per week, plus 100 flex dollars per semester
 any **10 meals** per week, plus 275 flex dollars per semester any **12 meals** per week, plus 75 flex dollars per semester

2. I consider myself a: morning person night person both
3. My room is: always neat and everything is where it belongs. usually neat and tidy. generally cluttered.
4. When I study I: require absolute quiet. like a low background noise of music. am able to tune out most noises.
5. Do you smoke? Yes No Do you mind if your roommate is a smoker? Yes No

6. **First-year students** are assigned to halls based on their First Year Seminar class. Priority for room assignment will be based on the date of receipt of the residence hall and dining service contract and the \$250 deposit. Students may be assigned to singles, doubles or triples.

7. **Transfer students** (Please indicate your hall preferences 1 through 4, or no preference. We cannot guarantee housing for transfer students who are two or more years out of high school.)
____ Morehouse ____ Jewett ____ Goodwin-Kirk ____ Ross ____ No Preference

8. I would like a single room. Yes No (A limited number of singles, which cost more than doubles, are available to first-year students. Assignments are made on an order-received basis.)

9. **Please list any special housing needs/accommodations which are related to a medical condition or disability. Documentation from your treating physician listing the diagnosis, limitations and the accommodations that are required must be provided. Send documentation to Drake University, Student Disability Services, 2507 University Avenue, Des Moines, Iowa 50311-4505 or fax to 515-271-2376, Attn: SDS. Information must be received by June 19. Requests received after this date will be attempted but cannot be guaranteed.**

10. Please identify if you need a wheelchair accessible room. Yes No

11. Roommate Preference (all requests must be mutual and cannot be guaranteed): _____
Name Drake ID # (if available)

I acknowledge that this contract with terms and conditions is a request on the part of the applicant upon admission to Drake University to lease residence hall space and contract for board **FOR THE FALL AND SPRING SEMESTERS OF THE 2009-2010 ACADEMIC YEAR** subject to the rules and regulations of Drake University. It shall not be enforceable against the University until this contract and \$250 deposit are accepted by the University. This contract is binding and cannot be canceled except as provided herein.

I understand the terms and conditions listed on the back of this contract and agree to its provisions.

Signature of Student _____ Date _____

Signature of Parent or Guardian _____ Date _____
(If student is under 18 years of age, parent or guardian must sign.)

Drake University does not unlawfully discriminate on the basis of race, color, religion, sex, age, creed, national or ethnic origin, sexual orientation, disability, veteran or veteran disability status.

Please return this contract postmarked by May 1, 2009, with the **required \$250 room deposit** to the Office of Student Accounts, Drake University, Des Moines, Iowa 50311-4505. If submitted after May 1, 2009, housing cannot be guaranteed.

SEE BACK OF CONTRACT FOR TERMS AND CONDITIONS

____ I would like to make my deposit with: ____ MasterCard ____ Visa ____ Discover

Name (as it appears on card — please print)

Card Number Expiration Date Validation Code
(Last 3 digits on the back of your credit card)

Signature

NEW STUDENT CONTRACT

A. Entire Academic Year Contract: *This residence hall and dining service contract is for both the fall and spring semesters. Upon signing this residence hall and dining service contract, the student is legally bound to fulfill the terms of the contract.*

B. Two-Year Requirement: Full-time students must live in a Drake residence hall for the first two years out of high school. Exceptions include individuals who are married or live within a 60-mile radius of Drake University and have requested, and received, written approval from the Office of Residence Life to live off campus with immediate family.

C. Deposit: This contract must be accompanied by a \$250 room reservation and damage deposit. If a student returns to a residence hall for the following year, the deposit will be retained. If a student is not returning to a residence hall for the following year, the deposit will be applied to the student's University account. If a student is not returning to Drake University, any assessments owed to Drake University will be deducted from the deposit. The remaining monies will be refunded to the student.

D. Rates: The room and board rates are established by action of the Board of Trustees of the University. The University will give notice of the room and board rates as soon as they are determined. Most rooms assigned to new residents are double occupancy.

E. Room Assignments: Priority for room assignment will be based on the date of receipt of the residence hall and dining service contract and the \$250 deposit. Room reservations will not be held for a student after the first day of classes in a semester unless advance notification has been received by the Office of Residence Life. The Office of Residence Life reserves the right to reassign students to any residence hall space. In all cases, the final determination of room and hall assignment rests with the University. If your roommate cancels his or her contract, you are responsible for finding another roommate or you will be consolidated with a transfer student or another resident who is also without a roommate. If you request, the Office of Residence Life will provide assistance in helping you find a new roommate. You do not have the right to refuse a new roommate. If you are consolidated, you may be reassigned to another room, which may or may not be in the hall in which you have been previously assigned. You will be notified of your new roommate after the consolidation has taken place.

F. Recess and Vacations: All residence halls and food facilities are closed between fall and spring semesters. During spring break only, students who must remain at the University must submit, in advance, written requests for permission to stay in the residence halls. Those students requesting to stay will move to temporary housing for the spring break. Limited food facilities are available during spring break. All residence halls remain open during fall break.

G. Dining Services: All residence hall students must contract for the meal program. Meal programs may be changed at the beginning of each new semester, but only before any transactions have occurred with regard to an individual contract. The computer-accessed meal program permits meals to be taken throughout the day at several locations and with several different menu selections. Students are given a set number of meals per week (limited to one meal per meal period — meal periods are breakfast, lunch, dinner and late night option). Some meal plans offer **flex dollars** each semester for food purchases at other campus locations. Each time the student uses the meal card, a meal and/or the appropriate number of **flex dollars** are subtracted from the allotted amount. If the semester allowance is exceeded, the student may add dollars to the meal plan. There is no refund or "carryover" on meals remaining at the end of the week or on any **flex dollars** remaining at the close of the semester. The student's picture ID also serves as the meal card. The student ID/meal card is nontransferable and must be released to authorized staff members upon request. The University may make modifications in service and the meal program as necessary. Lost or stolen meal cards must be reported to the Dining Services business office (271-3175) within 24 hours after the loss or theft occurs so the account may be frozen. Drake University is not responsible for any transactions that may occur on the account if a proper report is not made within 24 hours. If a card is lost or stolen and properly reported, then the student's maximum liability is \$50.00 or four meals if officials of Drake Dining Services determine that the charges incurred were unauthorized and fraudulent. Students making unauthorized transactions with meal cards will be subject to restrictions and/or penalties as determined by University officials.

H. Termination of the Contract:

- 1. Notice of cancellation of this contract must be made to the Office of Admission.** Requests for a refund of the \$250 room deposit must be made **in writing** to the Office of Admission, 2507 University Avenue, Des Moines, IA 50311-4505 by May 1, 2009. Refunds will not be granted to cancellation notices postmarked after May 1, 2009.
- The \$250 room reservation and damage deposit will not be refunded if:
 - a. the student cancels the contract after May 1, 2009, and does not register for fall semester; or
 - b. the student cancels the contract after December 1, 2009, and does not register for spring semester.
 - c. Room sign-up for 2009-2010 will occur in March 2009. If students are not returning to the halls, they will be responsible for submitting a cancellation form by May 4, 2009, to have their \$250 housing deposit refunded. If a student does not receive the Room Sign-up Information Packet by March 1, 2009, it is his/her responsibility to contact the Office of Residence Life to obtain a Packet.
- In addition to forfeiting the \$250 housing deposit, if the student is in, or beyond his/her third year out of high school and cancels his/her room and board contract after May 1, 2009, to live off campus, he/she will be billed a \$250 wrongful termination fee.
- Students withdrawing from the University after the start of classes are entitled to a weekly prorated reduction in the room charges beginning the Monday following the approved withdrawal and a reduction in the board charges calculated by the prorated weekly board amount beginning the Monday following the cancellation minus an administrative fee not to exceed the total amount of the original board contract. The administrative fee is 25 percent of the original contract option.
- This contract may be terminated for good cause as determined by the University.

I. Additional Terms

- Smoking is not permitted in University buildings or outside on the Drake campus.
- The student is responsible for the payment of room, board and monthly long distance telephone charges for the contract period.
- Rooms are to be occupied only by the student for whom they are reserved. The University reserves the right to make reasonable and appropriate inspections without prior notice to ensure the safety and security of Drake students, faculty, staff and guests. Items found in violation of University policy may be confiscated and immediately removed from the room.
- If a student graduates at the end of the fall semester, the contract shall be deemed to be then terminated. Notification to the Office of Residence Life by December 18, 2009, will ensure refund of your housing deposit.
- Only University-supplied bunk beds and lofts are permitted in student rooms. No outside loft constructions are allowed.
- Residents are responsible for any damage to University property and agree to pay for the replacement or restoration of the property, excluding reasonable wear and tear.
- The University is not liable for the loss or damage to residents' property or for personal injuries sustained on the premises. The University encourages residents to contact their own insurance carriers for coverage.
- Students are responsible for removing all personal belongings from their rooms and storage rooms at the termination of their residence hall contracts. Items left after one year will be discarded by the University.
- Occupancy of a room for the contract period does not assure the student the same room in subsequent semesters.
- Returning students who submit \$250 deposits and residence hall and dining service contracts after the end of the following year's sign-up period will have no priority on space. They will be assigned, if space is available, after new student contracts have been received.
- Student rooms cannot be used for commercial purposes.
- The University may terminate this contract and take possession of the room at any time for violation of the contract, University rules and regulations, or for reasons of health or safety.
- The University may cancel this contract and the student shall be released from further performance if the University is unable to perform the contract because of conditions beyond the control of the University, as determined by the Dean of Students.