



resident will return the assigned space and its university furnishings in the same condition as they were received, with the exception of normal wear and tear. All university furnishings must be kept in the assigned space at all times, remain in an upright position on the floor and shall not be disassembled in any manner.

8. Liability for D

and absolute discretion, believes that such notice will interfere with its ability to maintain order and discipline, or endanger the health and safety of students and/or university employees, or where immediate entry is deemed necessary to protect and/or to maintain property, or where immediate entry is otherwise allowed by law. When a student initiates maintenance or housekeeping requests, appropriate personnel are authorized to enter the room to provide service without notice. The University reserves the right to remove and dispose of any personal property remaining in a room following termination or expiration of this Contract, the resident's separation by or from the University, and/or the date of check-out. The student may be assessed a charge for costs incurred.

#### 14. Release from Liability

The University will assume no responsibility for accident, personal injury, or illness sustained by residents, guests or visitors, nor for the damage, theft, or loss of personal property. The Resident hereby releases, indemnifies and holds harmless the University, its officers, employees, and agents from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of this Contract or the use or occupancy of the space (room or apartment) or building by Resident, guests and invitees Resident brings to the building. University recommends that Resident secure private insurance protection against such harm or loss.

#### 15. Review of Housing and Dining Status

When the University determines that a resident has violated a provision of this Contract or any university policy, rule, regulation or procedure, including the Code of Student Conduct and/or policies for university housing, the resident shall be subject to administrative procedures and action, disciplinary procedures as described in the Code of Student Conduct, and/or financial responsibility for any damage, theft or loss. Administrative action may include termination of housing and/or dining services. The University may terminate housing services to a student whose meal service plan is terminated. The University may also take disciplinary and/or administrative action including terminating this Contract on account of a resident's violation of state or federal law. The University also reserves inherent authority to take prompt disciplinary and/or administrative action, including (a) temporary suspension from university housing and/or dining privileges pending administrative and/or disciplinary action and/or (b) termination of this Contract, when in its judgment there is a reasonable basis to believe such action is reasonably necessary to protect the safety, health, property and/or well-being of the Resident or others.

#### 16. Termination of Contract

The University may unilaterally terminate this Contract at any time and require the resident to forfeit immediately the assigned space and meal plan privileges when (a) a person's enrollment is canceled or enrollment contract is not accepted; (b) information furnished by or for the individual is incomplete, substantially misleading, or false in whole or in part; (c) the resident is not properly registered, has ceased attending classes, is denied services from the University because of outstanding debts, is academically dismissed, is dismissed from the University or required to vacate university housing for administrative and/or disciplinary reasons, or for any other reason loses status as a student at Towson University, or fails to carry at least 12 units per term. In such cases, the individual may be required to vacate the assignment and accept termination of the meal plan on the date of separation from the University or as otherwise specified in writing by the University; (d) it is determined, as described in Paragraph 15 or pursuant to the terms and conditions of this Contract, in the discretion of the University, that the student has violated university rules, regulations or procedures. In such cases, they may also be denied continued access to any university housing and/or dining facility; or (e) university dining facilities are inadequate in number or physical condition to serve the student appropriately. When a resident's Contract is terminated they must vacate the assigned space within 24 hours.

#### 17. Force Majeure

If the University's performance hereunder is rendered impossible, hazardous, or is otherwise prevented, hampered, interrupted, impaired, or delayed due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riot, strike, labor difficulty, war (including civil war), embargo, epidemic, pandemic, evacuation, fire, flood, explosion, earthquake, quarantine restriction, any act or order of any civil or military authority, acts of any government or governing authority, and/or any other cause or event, similar or dissimilar, beyond the University's control, then the University shall be excused from performance of this Contract and will not have any liability in connection therewith. University and Resident hereby acknowledge and agree that they are entering into this Contract



confirmation of housing and dining services and/or a notification of room assignment. The student hereby agrees that they have read and understood this Contract and hereby acknowledge agreement with the terms and conditions hereof.

Updated 1/30/2023