

II. STUDENT LIFE

RESIDENCE LIFE

The Office of Residence Life provides on-campus housing for full-time students. Living on campus aims to foster the development of personal responsibility in students and to encourage them to become increasingly able to make mature decisions relating to all phases of their lives.

To achieve this, the Office of Residence Life has designed an experience for its residents that will allow them the opportunity to:

- Use interpersonal skills to build relationships with other students.
- Identify and utilize campus resources that assist with their success as students.
- Listen to accounts of cultures and identities different than their own.
- Identify and utilize techniques that promote student wellness.
- Create and assess personal and professional goals relevant to their success as students.

If you have questions concerning housing, policies and procedures, room assignments, meal arrangements, cable television, housekeeping, programming and residence hall events or judicial proceedings, visit the Office of Residence Life/Dean of Students, Seton Center 132, 513-244-4304.

1. RESIDENCE LIFE STAFF

Listed below is a brief description of the professional and student staff you will work with while living in the residence hall.

The **Dean of Students** is the chief student affairs officer and reports to the University Provost. The Dean of Students oversees Student Engagement and Leadership, Residence Life, Mount Violence Prevention Program, the Children's Center, the Wellness Center, advises the Student Government Association (SGA), and coordinates activities associated with graduation ceremonies. The Dean of Students maintains the Student Handbook, university policies and adjudicating some cases involving university policy violation. The Dean of Students is located in the Office of the Dean of Students/Student Affairs in Seton Center 132.

The **Coordinator of Residence Life** is a full-time staff member who works closely with the Dean of Students to coordinate overall supervision of the residence hall, hall programming, adjudication of cases involving policy infractions with resident students, supervision and training of the Resident Assistants, and advisement of Residence Hall Council. In addition, the Coordinator of Residence Life acts as a liaison between residents and administrative personnel in matters pertaining to Residence Life, and proposes and implements physical improvements to residence hall facilities. The Coordinator of Residence Life is located in the Office of the Dean of Students/Student Affairs in Seton 132.

A **Resident Assistant (RA)** is a student, paraprofessional staff member who lives in each wing/floor of the residence hall. The RA serves as a resource to residents, promotes on-campus involvement, builds community in the residence hall, coordinates residence hall activities, helps residents understand University policies and procedures and documents policy infractions. The Resident Assistants are considered University officials and student cooperation in response to reasonable requests is expected. RAs serve as community builders within the corridors of Seton Residence Hall, act as reference tools in regards to campus resources, and create engaging programming for the Residence Hall community. Although RA's have specified responsibilities such as nightly duty rounds in the Seton Center, students are reminded that every member of the campus community is responsible for maintaining community standards.

Supporting Staff include the Campus Police Department, Custodians, Buildings and Grounds, Mail Center Staff, and the respective Administrative Assistants for each office. Campus Police Officers provide 24-hour safety and security to the residence hall and campus. All students are expected to produce ID upon the request of any Campus Police Officer or Residence Life staff member. Custodians are assigned to each floor to do general cleaning of public bathrooms, lounges and hallways. Students are expected to help the staff by cleaning up in these areas and disposing of trash in the proper locations.

2. RESIDENCE HALL OPPORTUNITIES FOR INVOLVEMENT

Residents are encouraged to take advantage of opportunities in the residence hall that will aid their development personally, professionally and academically. Below are some of the many opportunities of which residents can take advantage:

Residence Hall Council (RHC) serves as an activities board for the residence hall. The council is responsible for planning, organizing, and supporting hall activities that address the needs and interests of the residential community. For more information, contact the Coordinator of Residence Life or watch for advertisements announcing RHC activities.

The **Lion's Den Game Room** provides students with an opportunity to play games, get together with friends and make connections with new ones. The Lions Den features a pool table, table tennis, foosball and flat screen television with 3D capability for playing student-provided video games. The Lions Den is open 24 hours to both resident and commuter students and is located on the ground floor of Seton. Game equipment can be checked out/in from the Seton Lobby Front Desk. Due to COVID-19, game equipment will be unavailable to be checked out. Exceptions may be made for programming use.

The **Health and Natural Sciences Living Learning Community** is a space designed for students interested in pursuits related to the health and natural sciences. Students living in this community in the residence hall will work together to support each other's interests in learning more about topics and opportunities in the health and natural science fields.

The **Lions on a Mission Community** is home to students who are passionate about exploring the integration of faith and service at the Mount and the greater community. Members of the Lions on a Mission community will strive to serve others and embrace different cultures and beliefs. The members will be grounded in the spiritual values and vision of the Mount's founders, the Sisters of Charity. The **Artists' Colony Living Learning Community** offers a unique experience to those interested in the fine arts such as art, dance, design, music, theater, and writing. Built for majors and minors alike, this space offers an environment of support and exploration for students' pursuits within not only the Mount's arts community but the greater Cincinnati arts community as well.

These floors will be supported by a Resident Assistant and the Coordinator of Residence Life. If you are interested in being a part of any of these communities, please contact the Office of Residence Life at 513-244-4304.

3. FACILITIES AND SERVICES

Automobiles/Motorcycles. All students are permitted to bring cars and/or motorcycles to campus. However, parking on campus requires the display of a valid permit or decal. You can obtain your free parking decals from the Campus Police Department.

Cable Television. The University provides digital-ready cable television service to each room and the lounges. You must bring your own coaxial cable wire to connect your television. If you have trouble with your service, please contact the Office of Residence Life at 513-244-4304 for assistance.

Computers. There are computer labs located on the ground floor of the Seton Center. If there are questions about computing, please contact Information Services and Support (ISS) at 513- 244-4357.

Dining Hall/Meal Plan. The Fifth Third Dining Hall serves breakfast, lunch, and dinner Monday through Friday, and continental breakfast, brunch and dinner Saturday and Sunday. All residents are required to have a meal plan. You must present your ID card to enter the dining hall. Please refer to *Section II.H (Food Services)* for details about meal plan and food service options.

Furniture in Lounges and Rooms. Students are responsible for the furniture in their room as documented on the room condition form at move-in. University-issued furniture may not be moved out of a student's room. Lobby furniture is not to be moved into or used in student rooms. Removal of lounge or lobby furniture, or the furniture provided for another residential room, is subject to a minimum \$100 fine per item, per resident.

ID Card. See *Section II.F.4 (Campus Police-Student Identification Card)* for more information.

Keys. Upon checking into the residence hall, students receive room keys from the Office of Residence Life. They will return the keys to the Office of Residence Life when leaving. The fee for replacing a lost key and to re-core the door is \$75.00.

Laundry. Washers and dryers are located in the residence hall on West 2, West 3, West 4, West 5, and Southeast 3. There is no additional charge for use of the washers and dryers. Please do not overload the washers and dryers. They are for resident student use ONLY. Violators will be subject to disciplinary action. Please report any malfunction of the units to the Office of Residence Life, 513-244-4304, so repairs can be made quickly.

Kitchen. A full kitchen is located on the ground floor of Seton Center and can be used by students by checking out/in a key at the Seton Lobby Front Desk. The person checking out the key must clean up the area and utensils and remove any trash from this area after each use. Due to COVID-19 this kitchen will be closed.

Lounges/Kitchenettes. Each residence hall floor has at least two lounges for study, group meetings, relaxing, and watching television. These floors also include two small closed-door study rooms in the East section. Each floor is also equipped with a kitchenette that includes a microwave and sink. Due to COVID-19 sanitation materials will be provided and expected to be used before and after each use of these appliances. Please practice social distancing while utilizing lounges, kitchenettes, and hallways.

Printers. Printers are available for student use in the Center West Lounges of every floor of Seton Residence Hall.

Mail. Residents should use the following address to receive letters and packages:

Your Name
Mount St. Joseph University
Seton Hall, Box #
5701 Delhi Road
Cincinnati, Ohio 45233-1672

A locked mailbox is assigned to you when you move into the residence hall. These mailboxes are located on the first floor of the Seton Center, adjacent to the West elevator. You receive the combination and

instructions from the Office of Residence Life when you arrive for move in. University personnel are not permitted to open your mailbox and remove mail. The following are held at the Mail Center (located on the ground floor of Seton) until you claim them: special delivery, registered, and express mail; telegrams; packages; and postage-due mail. Students are notified of package deliveries via e-mail. Mail is delivered and picked up once a day (Monday – Friday). An outgoing mailbox is located in the Seton Lobby. *Residents are required to clean out their mailboxes at least once per week while class is in session.*

Repairs/Maintenance. All needed repairs on residence hall floors and rooms are to be reported directly by student residents to the Department of Buildings and Grounds by filling out a work order using the Web Registration Maintenance Request Form found on myMount (Administrative Services tab>Maintenance Requests)
https://mymount.msjs.edu/ICS/Mount_Community/Buildings_and_Grounds/AddView_Maintenance_Requests.jnz

Storage. The Office of Residence Life does not provide storage space for students in the residence hall. Room furniture provided by the University in each room **MUST** stay in each room. In addition the Office of Residence Life does not provide storage for luggage, boxes, or other types of moving materials.

Suggestion box. A suggestion box is located next to the Seton Lobby Front Desk for resident students to share ideas, feedback or comments regarding their experience living in the residence hall.

Telephone Service. The University does not provide telephone service in the Seton Center. Resident students use personal cell phones and do not have a telephone line in their residence hall room. Resident students are expected to provide the Office of Residence Life with an up-to-date cell phone number and to maintain this number throughout the academic year.

4. HOUSING REQUIREMENTS

The information stated below is taken from the Seton Residence Hall Room and Board Agreement. Students living on campus must abide by the agreement as well as all policies listed in the Student Handbook.

SETON RESIDENCE HALL ROOM & BOARD AGREEMENT

I. HOUSING REQUIREMENT

(Due to COVID-19, the Housing Requirement has been suspended for the 2020-21 academic year.)

All freshmen and sophomore students enrolled full time (12 or more credit hours) at Mount St. Joseph University are **required** to live on campus and participate in a meal plan offered by the University's contracted food service.

II. EXCEPTIONS TO THE HOUSING REQUIREMENT

(Due to COVID-19, the Housing Exceptions policy has been suspended for the 2020-21 academic year.)

Exceptions to the housing and meal plan requirements are made for students who meet any one of the following criteria: (1) the student is married and living with said student's spouse, (2) the student is 21 years of age or older, **OR** (3) the student is living inside a 35-mile driving distance from the University **AND** is commuting from the home address of said student's parent or legal guardian. Specific eligibility requirements to live off campus may be obtained from the Student Affairs Office, Seton 132. Any requests to live off campus from freshmen and sophomore students who do not meet one of the above exceptions must be approved in advance by the Dean of Students or Designee.

III. SETON RESIDENCE HALL HOUSING CONTRACT

In consideration of the mutual promises stated in this Seton Residence Hall Room and Board Agreement

This information is part of Mount St. Joseph University's Student Handbook.

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(the “Agreement”), Mount St. Joseph University (the “University”) and Student agree as follows:

I. TERM AND DATES OF OCCUPANCY

The University agrees to furnish the Student with an assigned room in the Seton Residence Hall (the “Room”) located on the University’s main campus from August 18, 2020 until May 7, 2021 (the “Term”), in accordance with the terms and conditions set forth in this Agreement. Occupancy in the Room by the Student participating in orientation may commence on, and Student may begin moving in no sooner than, August 18, 2020 unless Student receives approval for earlier move-in for athletics then Student may begin moving no sooner than the approved date. Student must vacate the Room on or before May 7, 2021. Occupancy in the Room for Student of sophomore status may commence on, and Student may begin moving in no sooner than August 21, 2020. Occupancy in the Room for Student of junior and senior status may commence on, and Student may begin moving in no sooner than August 21, 2020. Student shall not be entitled to occupancy during the University’s winter recess (the “Winter Recess”), as defined on the official University calendar available on the University’s website. This Agreement does not include occupancy during any University summer academic terms (“Summer Sessions”). Occupancy by the Student in the Seton Residence Hall during Winter Recess and/or Summer Sessions may be separately applied for by the Student through the Office of Residence Life and shall be subject to additional charges not set forth in this Agreement. If Student is participating in the University’s May 2021 Commencement ceremony, they may apply to extend their occupancy under this Agreement until 6:00 pm EST on Saturday, May 8, 2021 by making a request in writing to the Office of Residence Life. Requests for additional occupancy during Winter Recess and/or Summer Sessions will be subject to additional charges not set forth in this Agreement.

II. ROOM AND BOARD CHARGES

Student is solely responsible for any and all of the financial obligations set forth in this Agreement. Any and all fees due and owing by Student pursuant to this Agreement shall be charged to the Student’s University account on a per semester basis.

ROOM CHARGES

Student shall be charged for occupancy in the Room for each of the University’s fall and spring semesters, as defined on the official University calendar, that occur during the Term. Consistent with the requests Student made in his/her Housing Application and Section V of this Agreement, Student’s assigned Room is a:

<u>Room Selection</u>	<u>Room Type</u>	<u>Standard Occupancy</u>	<u>“Room Charges” Per Semester Per Student</u>	<u>COVID-19 Reduced Occupancy</u>	<u>“Room Charges” Per Semester Per Student COVID-19 Rate</u>
	West Single	One Person	\$3300.00 Per Semester	One Person	\$2560.00 Per Semester
	West Single with Bath	One Person	\$3530.00 Per Semester	One Person	\$3425.00 Per Semester
	West Large Single	One Person	\$3960.00 Per Semester	One Person	\$2560.00 Per Semester
	West Double	Two Persons	\$2560.00 Per Semester	One Person	\$2560.00 Per Semester
	West Double with Bath	Two Persons	\$2780.00 Per Semester	One Person	\$3660.00 Per Semester
	West Triple with Bath	Three Persons	\$2780.00 Per Semester	Two Persons	\$3660.00 Per Semester

This information is part of Mount St. Joseph University’s Student Handbook.

	East Single	Single Person	\$3000.00 Per Semester	One Person	\$2560.00 Per Semester
	East Single with Bath	Single Person	\$3220.00 Per Semester	One Person	\$3425.00 Per Semester
	Center Suite Double	Two Persons	\$3660.00 Per Semester	Two Persons	\$3660.00 Per Semester
	Center Suite Triple	Three Persons	\$3660.00 Per Semester	Two Persons	\$3660.00 Per Semester
	South East Single	One Person	\$3300.00 Per Semester	One Person	\$2560.00 Per Semester
	South East Single with Bath	One Person	\$3530.00 Per Semester	One Person	\$3425.00 Per Semester
	South East Large Single	One Person	\$3960.00 Per Semester	One Person	\$2560.00 Per Semester
	South East Double	Two Persons	\$2560.00 Per Semester	One Person	\$2560.00 Per Semester
	South East Suite Double	Two Persons	\$3000.00 Per Semester	One Person	\$2560.00 Per Semester
	South East Suite Triple	Three Persons	\$3000.00 Per Semester	One Person	\$2560.00 Per Semester
	South East Suite Quad	Four Persons	\$3000.00 Per Semester	One Person	\$2560.00 Per Semester

Student shall be billed for Room Charges consistent with the Room selection identified above for each semester during the Term; however, in the event that Student's Room is reassigned to a different room type consistent with Section V of this Agreement, Student's Room Charges for the semester shall be adjusted on a pro rata basis from the date that Student vacates his/her prior Room assignment.

Room Charges under this Agreement are not refundable in the event Student vacates his/her assigned Room prior to the end of the Term. If Student withdraws from the University prior to the commencement of classes in any semester and notifies the Office of Residence Life in writing, the University may, in its sole discretion, decide whether there is good cause to refund Room Charges that have been paid for that semester (less a \$50 administrative fee) and/or terminate this Agreement. In all other circumstances, Room Charges shall not be reduced or refunded after the commencement of classes in any semester.

BOARD CHARGES

Student is required to participate in a meal plan provided by the University's food service vendor as a condition of this Agreement (the "Meal Plan"). Meal Plans range in price and vary in the quantity of food included. Student understands and agrees that he/she will be charged in accordance with Student's selected Meal Plan based on published prices. Meal Plan food service commences the day classes begin each semester, unless otherwise indicated on the official University calendar. Meal Plan food service is generally available during the Term, however, food service is not available on most University holidays, recesses, and/or breaks. Temporary interruptions in Student's access to the Meal Plan food service due to holiday, recesses, breaks, unforeseeable circumstances or circumstances outside the University's control shall not be considered a breach of this Agreement. No refunds of Meal plan charges will be provided in the event of early Termination of this Agreement.

III. NATURE OF CONTRACTUAL RELATIONSHIP ESTABLISHED BY THIS AGREEMENT

Occupancy of the Room by Student under the terms and conditions of this Agreement creates a non-possessory license in favor of the Student for use of the Room and shall not be construed as a lease. By signing this Agreement, Student understands that the Room and/or selected Meal Plan are not transferable to other individuals. The University reserves the right to immediately revoke this license from Student

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and require the Student to vacate the Room in the event of disciplinary action by the University against the Student, failure of Student to pay required amounts due under this Agreement, or as otherwise described in this Agreement.

IV. AGREEMENT TO COMPLY WITH UNIVERSITY POLICIES, INCLUDING COVID-19 PRECAUTIONS

This document, together with the Student Handbook (including the Residence Hall Policies), applicable academic catalogs, and other University policies, regulations and procedures, constitute the entire agreement between Student and the University regarding the Student's Room and Meal Plan. By signing this Agreement, Student acknowledges that Student has received, been provided access to (including electronic access), and/or reviewed all University policies, regulations and procedures (collectively, the "Policies") and agrees to comply with them at all times. Student further agrees to comply with and to follow all University emergency procedures and directives as communicated by University officials and/or updated from time to time. Student also acknowledges and agrees that at all times during the Term that Student is solely responsible for managing Student's personal care, with or without reasonable accommodations, which includes, but is not limited to: appropriate personal hygiene, mental health, management of medical conditions or illnesses and/or health-related personal needs. Student is responsible for proper housekeeping within his/her assigned Room. The University reserves the right to require Student to immediately vacate the Room on a temporary basis for good cause, and, in the event the University determines Student has violated any of the Policies, to require Student to immediately vacate the Room permanently and the University may terminate this Agreement.

Student understands that the University has implemented COVID-19 safety precautions, including but not limited to social distancing requirements and the mandatory wearing of masks in public spaces until further notice, which are currently in place and may be modified by the University from time to time. Student understands and agrees that the University neither requires nor encourages Student to continue occupancy in Seton Residence Hall pursuant to this Agreement, any other agreement, or as a condition of enrollment. Student further understands that the University has implemented COVID-19 safety precautions specifically applicable to Seton Residence Hall, which are currently in place and may be modified by the University from time to time.

These include:

- Student may not have any guests in the Seton Residence Hall at any time due to the COVID-19 protocols.
- Student must complete the COVID-19 Screening Check-In daily on MyMount or in the lobby of the Seton Center at the beginning of each day of occupancy.

Student understands and agrees that failure to comply with the COVID-19 guidelines set forth by the University may result in the termination of this Agreement and result in the immediate eviction of the Student from Seton Residence Hall.

V. ROOM ASSIGNMENT IN SETON RESIDENCE HALL

This Agreement does not entitle Student to any specific room in the Seton Residence Hall. Student's Room assignment will be made by the University in advance of the commencement of the Term based on Student's selected Room type and COVID-19 precautions. The University shall consider the requests made in Student's Housing Application for a specific room and/or roommate(s). However, the University reserves the right to make specific Room assignments for Student and Student agrees to comply with the Room assignments made by the University under this Agreement. The University does not discriminate in housing procedures on the basis of race, color, national origin, religion, sex, age, disability, sexual orientation or other minority or protected status.

The University reserves the right to reassign Student's Room at any time and for any reason during the Term, and Student agrees to adhere to any Room reassignment and to vacate Student's previously assigned Room within 72 hours of receiving written notice from the Office of Residence Life. Room reassignments by the University may occur for any business reason including, but not limited to, issues with space availability in the Seton Residence Hall and/or maintenance issues. Work order link can be found here:

https://mymount.msj.edu/ICS/Mount_Community/Buildings_and_Grounds/AddView_Maintenance_Requests.jnz

Following the commencement of the Term, a Student can make a written request to the Office of Residence Life to change the Student's assigned Room for good cause. The Office of Residence Life may grant or deny such requests in its sole discretion.

VI. ROOM INSPECTION, ENTRY AND MAINTENANCE

Student's Room shall be inspected for damage before and after Student's occupancy. A \$100.00 room damage deposit will be charged to Student and held by the University. Any damage to the Room (outside normal wear and tear) during the Term that is inconsistent with the inspection conducted prior to Student's occupancy shall be charged to Student, including damage in excess of the \$100.00 room damage deposit. The room damage deposit will be returned in full to the Student shortly after the end of their occupancy as long as no damage occurred in their assigned Room. No later than the last day of the Term, Student shall remove all possessions from his/her assigned Room and return the Room key to the Office of Residence Life. Student shall be responsible for the cost of replacing any lost room key and/or damage to any Room lock caused by Student.

Authorized University personnel have a right to enter Student's Room: 1) for the purpose of performing maintenance and repair to Room or University property within it; 2) to ensure that health, safety, and fire regulation standards are maintained; 3) in the event of an emergency which might endanger life, health, safety, or property; and 4) for the purpose of enforcing any and all Policies and/or applicable laws.

The Seton Residence Hall is maintained by the University's Department of Buildings and Grounds. Student may request Room repairs and for the repositioning of University-issued furniture (the "Furniture") in Student's Room only by submitting a Work Order to the Department of Buildings and Grounds through MyMount. Under no circumstances is Furniture permitted to be removed from the Room. Due to COVID-19 protocols, furniture is currently not permitted to be lofted.

Student is not permitted to move or alter the Furniture in Student's Room (individually and/or with the assistance of any other person), assumes all risks associated with moving or altering the Furniture in Student's Room—including, but not limited to, physical harm and/or termination of this Agreement—and waives any and all claims, causes of action, and/or damages against the University, its agents, employees, officers, directors, successors, assigns, and/or representatives in the event that Student moves, repositions or alters the Furniture in Student's Room and sustains any injury to Student's person or property as a result of moving, repositioning or altering the Furniture.

Student is at all times responsible for maintaining the cleanliness and/or condition of Student's Room, including but not limited to, by reporting any damage or dysfunction of the Furniture or University property or equipment contained in the Room to the University's Department of Buildings and Grounds. The University will exercise its best efforts to provide a clean, safe living environment for Student with working utilities and Furniture in good working order. The University cannot guarantee, however, that there will not be temporary failures of utility systems, the need for repairs, and/or defects caused by ordinary wear and tear or other factors.

VII. TERMINATION OF THIS AGREEMENT

Occupancy of University housing is incident to student status as a properly registered, full-time enrolled student capable of safely remaining at the University and meeting academic standards with or without reasonable accommodations. Failure to satisfy all such criteria will result in automatic termination of this Agreement. In addition, this Agreement may be terminated prior to the end of the Term as follows:

UNIVERSITY INITIATED TERMINATION

The University reserves the right to cancel this Agreement at any time for any reason, including but not limited to violations of Policies by Student, revocation of Student's full-time status at the University, or nonpayment of any charges or fees owing under this Agreement or to the University. The University will follow applicable disciplinary procedures in accordance with the Student Handbook when addressing Policy violations. If the University determines that Student cannot safely reside in the Seton Residence Hall, with or without reasonable accommodations required by law, or Student hinders the health, safety or well-being of other students, the Office of Residence Life may terminate this Agreement and require Student to immediately vacate Student's Room and Seton Residence Hall. No refunds of Room and Meal Plan fees will be given in the event of termination for a Policy violation or nonpayment of any charges or fees owed to the University.

STUDENT INITIATED TERMINATION

This Agreement may be terminated by Student prior to the end of the Term only between fall and spring semesters (i.e. prior to the start of classes in the spring semester) or due to extenuating circumstances limited to (i) end of the Student's enrollment at the University, (ii) marriage during the Term with presentation of the original marriage certificate to the Office of Residence Life, (iii) participation in a University program that requires Student to reside outside of the Greater Cincinnati area, or (iv) documentation that Student's serious health condition is adversely affected by residing in Seton Residence Hall, the knowledge of which first became available to Student after executing this Agreement. Termination of this Agreement by Student must be approved in advance and in writing by the Dean of Students or designee. Except as otherwise provided in Section II of this Agreement and unless otherwise determined by the Dean of Students or designee, no refunds of Room and Meal Plan fees will be given in the event of termination initiated by a Student.

The provisions of this Agreement shall survive the termination of this Agreement to the extent necessary to carry out the purpose and intent of their Agreement. This includes, but is not limited to, the rights and obligations of Sections VIII, IX and X which the Parties expressly understand and agree survive the termination of this Agreement for any reason.

VIII. FORCE MAJEURE

The University shall not be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform results from: (1) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal or state governmental authority or any department or agency thereof; (2) extraordinary events or circumstances outside of the control of University, such as but not limited to strike, lockout, work stoppage, riot, civil commotion, theft, burglary in or about the premises, fire, water, mold, flood, rain, frost, snow, gas odors or fumes from any source whatever, or Act of God; (3) a breach of this Agreement or any act or omission of Student. Any delay resulting from any such cause shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable in the sole discretion of the University, except that said causes shall not excuse payments of amounts owed at the time of such occurrence.

IX. INDEMNIFICATION

Student shall indemnify and hold the University harmless from and against any and all third party claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of any proceedings, arising out of (i) any breach of this Agreement by Student, (ii) any willful or reckless act or omission Student in the performance of this Agreement, or (iii) any violation by Student of any applicable law, rule, or regulation which are in effect during the Term of this Agreement.

X. ASSUMPTION OF RISK AND LIABILITY WAIVER

The University does not provide insurance to cover the personal possessions of Student. Student is encouraged to obtain insurance to protect Student's personal property during the Term. Student is solely responsible for properly securing all of Student's personal items in Student's Room, including locking Student's assigned Room's door. The University is not responsible for any damage to Student's property (or any property of another in Student's control or possession) located within Student's Room or brought into Seton Residence Hall by or on behalf of Student.

Student understands that Student's continued occupancy in Seton Residence Hall for any period of time during the COVID-19 pandemic involves inherent risks to Student's health and physical well-being, including the risk of serious illness, personal injury, and even death.

Student hereby assumes all risk and responsibility for any illness, physical injury or death, personal property damage, or any other financial or legal consequences that may occur incident to Student's occupancy in Seton Residence Hall during the COVID-19 pandemic and/or during the Term.

Student understands and agrees that Student's safety, health, and welfare is Student's own responsibility at all times, and Student is solely responsible for the safe keeping of Student's personal possessions, documents, money, and other property. In the event of illness or injury, Student is responsible for seeking necessary medical or emergency services and Student will be fully financially responsibility for same. The University has made no representation about any safety or security risks or other consequences of Student's occupancy in Seton Residence Hall for any period of time during the COVID-19 pandemic and/or during the Term and is not responsible for protecting Student against any such risks.

Student, on behalf of himself/herself and all heirs, successors and assigns, hereby waives, releases sand/or absolve the University, its board, officers, employees, insurers, agents and/or representatives from any and all claims, losses, liability, costs, damages, and expenses, including attorney's fees and court costs, arising out of, or claimed to have arisen out, of any illness, personal injury, death, property damage, or any other harm actually or allegedly sustained or incurred by Student during or in connection with Student's occupancy in Seton Residence Hall during the Term of this Agreement.

XI. SIGNATURE

I have read, understand, and agree to abide by the terms and conditions of this Agreement. This Agreement may not be modified except in writing, signed by all parties and is governed by the laws of the State of Ohio. Submission of this Agreement electronically or by hand holds the same legal force and effect. If Student is under the age of 18 at the time Student is signing this Agreement, Student's parent or legal guardian must review and sign in the space indicated below indicating acceptance of all terms in the Agreement on behalf of the Student.